



## **CITY COUNCIL MEETING AGENDA**

### **CITY COUNCIL CHAMBERS**

**109 E. OLIVE STREET, BLOOMINGTON, IL 61701**

**MONDAY, MARCH 28, 2016 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. Proclamation, Recognition for Greg Koos
  - B. Proclamation, Declaring April 5, 2016 to be National Service Recognition Day.
  - C. Reappointment of Carole Ringer to the Cultural District Commission
  - D. Reappointment of Sherry Graehling to the Historic Preservation Commission.
  - E. Reappointment of Suresh Krishma to the Human Relations Commission
  - F. Reappointment of Janet Lancaster to the Human Relations Commission
  - G. Reappointment of Julian Westerhout to the Board of Library Trustees
  - H. Reappointment of David Stanczak to the Planning Commission
  - I. Reappointment of Teodora Amoloza to the Bloomington-Normal Sister City Committee (Japan)
  - J. Reappointment of Ken Ota to the Bloomington-Normal Sister City Committee (Japan)

## **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.)*

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*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. Consideration of approving the Minutes of the following Meetings of the Council: March 14, 2016 Regular City Council Meeting Minutes, March 12, 2016 Budget Work Session Meeting Minutes, February 11, 2013 Work Session Meeting, January 14, 2013 Work Session Meeting, February 13, 2012 Work Session Meeting, March 14, 2011 Work Session Meeting, December 17, 2007 Continuation of Council Retreat Meeting Session, and the March 7, 2002 Work Session Meeting. *(Recommend that the reading of the minutes of March 14, 2016 Regular City Council Meeting Minutes, March 12, 2016 Budget Work Session Meeting Minutes, February 11, 2013 Work Session Meeting, January 14, 2013 Work Session Meeting, December 17, 2007 Continuation of Council Retreat Meeting Session, and the March 7, 2002 Work Session Meeting, be dispensed with and the minutes approved as printed.)*
- B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$4,836,566.90. *(Recommend that the bills, payroll and electronic transfers be allowed in the amount of \$4,836,566.90 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Reappointments and Appointment to Various Boards and Commissions. *(Recommend that Carole Ringer be reappointed to the Cultural District Commission, that Sherry Graehling be reappointed to the Historic Preservation Commission, that Suresh Krishna and Janet Lancaster be reappointed to the Human Relations Commission, that Julian Westerhout be reappointed to the Board of Library Trustees, that David Stanczak be reappointed to the Planning Commission, and that Teodora Amoloza be reappointed and Ken Ota be appointed to the Bloomington-Normal Sister City Committee (Japan)).*
- D. Consideration of approving an amendment to the Community Garden Land Lease Agreement. *(Recommend the amendment to the land lease agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving the purchase a wide area rough mower for The Den at Fox Creek Golf Course utilizing the National Joint Powers Alliance Purchasing Contract #070313-DAC. *(Recommend that the purchase of a John Deere 1600D wide area rough mower utilizing the National Joint Powers Alliance (NJPA) Purchasing Contract #070313-DAC, from Deere & Company, Cary, North Carolina be approved, in the amount of \$51,852.57, and the Procurement Manager be authorized to issue a Purchase Order for same.)*

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- F. Consideration of approving a contract with Vision Internet (a limited source service provider) to Upgrade Existing City Website Content Management System and Redesign Main City and BCPA Websites. *(Recommend that the contract with Vision Internet (a limited source service provider), for \$49,500, be executed to Upgrade the City website content management system and redesign the main City (www.cityblm.org) and BCPA (www.artsblooming.org) websites.)*
- G. Consideration of approving the Purchase for two (2) Nimble Storage Disk Arrays, and professional implementation services in the amount of \$146,264.27. *(Recommend that the purchase of two (2) Nimble Storage CS-300 disk arrays from Carahsoft under the Federal General Services Administration (GSA) Schedule 70 contract (No. GS-35F-0119Y), along with professional implementation services, be approved in the amount of \$146,264.27 and the Purchasing Agent be authorized to issue a Purchase Order for same.)*
- H. Consideration of approving the purchase of training Ammunition for the Police Department through the Illinois Department of Central Management Services Contract No. 4017592. *(Recommend Council approving the purchase of 108 cases of .40 caliber pistol (Winchester #Q4238) ammunition totaling \$26,028.00, and 68 cases of 5.56 mm rifle ammunition (Winchester #Q3131) totaling \$23,936.00 from Ray O'Herron Company, Inc. under the Illinois Department of Central Management Services Contract # 4017592 for a total of \$49,964.00.)*
- I. Consideration of approving a three (3) year extension agreement with Mad Bomber Fireworks Productions for July 4, 2016; July 4, 2017; and July 4, 2018. *(Recommend that the three (3) year contract extension with Mad Bomber Fireworks Productions be approved, and authorize the City Manager and City Clerk to execute the agreement.)*
- J. Consideration of approving the purchase of one (1) Physio-Control LifePak 15 Cardiac Monitor as a limited source. *(Recommend that the purchase of one (1) LifePak 15 Cardiac Monitor from Physio-Control, Redmond, WA, in the amount of \$29,103.07 be approved as a limited source, and authorize the Purchasing Agent to issue a Purchase Order.)*
- K. Consideration of approving a Resolution Establishing a New Culmination Period for the Tasks Assigned to the Downtown Signage Committee. *(Recommend that the Resolution be approved extending the culmination period for completion of the tasks assigned to the Downtown Signage Committee, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- L. Consideration of adopting an ordinance approving the Official 2015 Zoning Map. *(Recommend that the Council adopt an ordinance approving the City of Bloomington's Official 2015 Zoning Map, and authorize the Mayor and City Clerk to execute the necessary documents.)*

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- M. Consideration of adopting an Ordinance denying a petition to rezone the property located at 411 N Oak Street from GAP-5 to GAP-3. *(Recommend the Council adopts the Ordinance denying the petition to the rezone the property located at 411 N Oak Street from GAP-5 Mixed Use Neighborhood Commercial Centers to GAP-3 House, Manor, Multifamily, and Iconic Building.)*
- N. Consideration of adopting an ordinance approving the rezoning of 1110 Redwood Avenue from R-1C, Single Family Residential, to B-1, Highway Business District. *(Recommend that the Council adopt an ordinance approving the rezoning of the property commonly located at 1110 Redwood Avenue from R-1C to B-1, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- O. Consideration of adopting an ordinance approving the rezoning of 1112 Redwood Avenue from R-1C, Single Family Residential, to B-1, Highway Business District. *(Recommend that the Council adopt an ordinance approving the rezoning of the property at 1112 Redwood Avenue from R-1C to B-1, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- P. Consideration of approving a resolution for right of way dedication along Hershey Road south of College Avenue. *(Recommend that the resolution be approved, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- Q. Consideration of adopting an ordinance approving the rezoning of the property located at College Avenue, Hershey Rd and Jumer Drive ( $\pm 17.50$  acres) M-1, Restricted Manufacturing District, to B-1, Highway Business District. *(Recommend that the Council adopt an ordinance approving the rezoning of the property located at College Avenue, Hershey Rd and Jumer Drive ( $\pm 17.50$  acres) M-1, Restricted Manufacturing District, to B-1, Highway Business District, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- R. Consideration of approving an Ordinance approving a Petition from Sunrise Co., LLC, for an Expedited Final Plat for Third Addition to Shirk Commercial Subdivision, located south of College Avenue, north of Jumer Drive and west of Hershey Road. *(Recommend that the Ordinance be approved for the Expedited Final Plat, subject to the Petitioner posting the required bond and paying the required tap on fees prior to recording of the final plat, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- S. Consideration of approving a First Amendment to the Settlement Agreement between State Farm Mutual Automobile Insurance Company, the City of Bloomington, and other taxing bodies in McLean County, Illinois regarding the assessed value of parcels owned by State Farm, applicable to tax years 2015-2019. *(That the Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- T. Consideration of approving an Award of Audit Contract with Baker Tilly. (*Recommend approval of the Contract to Baker Tilly as auditors in accordance with RFP #2016-35.*)
- U. Consideration of approving Amendments to the Bloomington City Code, Chapter 2, Article II, regarding placement of Public Comment at City Council Meetings, and establishing time procedures for Regular Agenda items. (*Recommend that the Ordinance amending the placement for Public Comment on the agenda after recognitions and appointments and establishing time procedures for regular agenda items be approved and the Mayor and City Clerk be authorized to execute the Ordinance.*)
- V. Consideration of approving an amendment to Ordinance 1965-51 and Ordinance 2015-66 to temporarily extend the electric franchise agreement with Corn Belt Electric Cooperative, Inc. to allow time for the City and Corn Belt to negotiate a new franchise agreement. (*Recommend that the ordinance amending Ordinance 1965-51, the ordinance approving the original franchise agreement between the City and Corn Belt Electric Cooperative, Inc., and Ordinance 2015-66, providing for a temporary extension, be approved to allow an extension of the agreement to the earlier of October 1, 2016, or the entry of a new franchise agreement between the parties.*)

## **8. “Public Hearing”**

- A. Public Hearing for the FY 2017 Proposed Budget.
  - (a) Open Public Hearing
    - (i) Staff Overview (*Presentation by David Hales, City Manager and Patti-Lynn Silva 5 minutes*)
    - (ii) Public Comment
    - (iii) Close Public Hearing

## **9. “Regular Agenda”**

- A. Consideration of an Ordinance and Intergovernmental Agreement amending the Bloomington / Normal / Gibson City / McLean County / Ford County Enterprise Zone to support the relocation and expansion of Destihl Brewery from the City of Bloomington to the Town of Normal. (*Recommend that the Ordinance amending “An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone” As Amended be approved and authorize the Mayor and City Clerk to execute the necessary documents.*) (*Presentation by David Hales, City Manager and Austin Grammer, Economic Development Coordinator 5 minutes, Council discussion 10 minutes.*)

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- B. Consideration of approving a Resolution for Professional Services Agreement with VenuWorks for Temporary Management of the U.S. Cellular Coliseum. (*Presentation by David Hales, City Manager and Jeff Jurgens, 10 minutes, Council discussion 15 minutes.*)
- C. Consideration of adopting a Resolution Supporting the Retention of the Bloomington Golf Course as City-owned Properties for the Sport of Golf and Ceasing the RFQ/RFP Process for Outside Management. (*Recommend that the Resolution be adopted and authorize the Mayor and City Clerk to execute the necessary document.*) (*Presentation by David Hales, City Manager, 5 minutes, Council discussion 10 minutes.*)
- D. Bloomington Police Department Youth Intervention Specialist 2015-2016 Year-End Review Presentation. (*Presentation by Brendan Heffner, Police Chief 5 minutes, and Council discussion 10 minutes.*)

**10. City Manager’s Discussion**

**11. Mayor’s Discussion**

**12. City Aldermen’s Discussion**

**13. Executive Session – *Per Section 2(c) (1) of 5 ILCS 120/2, Ch. 102***

**14. Adjournment**

**15. Notes**

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## RECOGNITION / APPOINTMENT

### 1. Recognition/Appointments

- A. Proclamation, Recognition for Greg Koos
- B. Proclamation, Declaring April 5, 2016 to be National Service Recognition Day.
- C. Reappointment of Carole Ringer to the Cultural District Commission
- D. Reappointment of Sherry Graehling to the Historic Preservation Commission.
- E. Reappointment of Suresh Krishma to the Human Relations Commission
- F. Reappointment of Janet Lancaster to the Human Relations Commission
- G. Reappointment of Julian Westerhout to the Board of Library Trustees
- H. Reappointment of David Stanczak to the Planning Commission
- I. Reappointment of Teodora Amoloza to the Bloomington-Normal Sister City Committee  
(Japan)
- J. Reappointment of Ken Ota to the Bloomington-Normal Sister City Committee  
(Japan)

# **Proclamation**

## **Recognition for Greg Koos**

**WHEREAS**, Greg Koos has been a trailblazer at the McLean County Museum of History, demonstrating his leadership, commitment to historic preservation and vision; and,

**WHEREAS**, Greg has worked at the Museum for 38 years as an archivist, site manager and Executive Director. Greg transformed the Museum, and through his leadership gained national accreditation for the Museum, introduced and championed creative uses of technology, and nearly tripled its capacity for exhibits and annual educational services; and,

**WHEREAS**, For many in Bloomington-Normal, Greg Koos has been a visible and dedicated leader and businessman for the McLean County Museum of History bringing our rich history to life; and,

**WHEREAS**, For his vision, hard work and dedication, Greg Koos is recognized by his peers as he retires as Executive Director on Thursday, March 31, 2016;

**THEREFORE**, I urge citizens of this community to be aware of the many efforts and the steadfast devotion of this man who has touched the lives of so many and secured our county's history for many generations to come.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the City of Bloomington, Illinois, of the United States of America to be affixed this 28th day of March 2016.

*Tari Renner*

Tari Renner  
Mayor



*Cherry Lawson*  
Cherry Lawson  
City Clerk

# PROCLAMATION

## Declaring April 5, 2016 to be National Service Recognition Day

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and,

**WHEREAS**, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and,

**WHEREAS**, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21<sup>st</sup> century and supporting veterans and military families to preserving the environment and helping communities recover from natural disaster; and,

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skill, and leadership abilities for those who serve; and,

**WHEREAS**, national service participants increase the impact of the organizations they serve with both through their direct service and by recruiting and managing millions of additional volunteers; and,

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

**WHEREAS**, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and,

**WHEREAS**, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 5, 2016,


**NOW, THEREFORE**, I, Tari Renner, on behalf of the City of Bloomington, do hereby proclaim  
April 5, 2016, as

## National Service Recognition Day

I encourage residents to recognize the positive impact of national service in our city and thank those who serve; and to find ways to give back to their communities.

  
Tari Renner  
Mayor



  
Cherry Lawson  
City Clerk



**CONSENT AGENDA ITEM: 7A**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving the Minutes of the following Meetings of the Council: March 14, 2016 Regular City Council Meeting, March 12, 2016 Budget Work Session Meeting, February 11, 2013 Work Session Meeting, January 14, 2013 Work Session Meeting, February 13, 2012 Work Session Meeting, March 14, 2011 Work Session Meeting, December 17, 2007 Continuation of Council Retreat Meeting Session, and the March 7, 2002 Work Session Meeting.

**RECOMMENDATION/MOTION:** That the reading of the minutes of the March 14, 2016 Regular City Council Meeting, March 12, 2016 Budget Work Session Meeting, February 11, 2013 Work Session Meeting, January 14, 2013 Work Session Meeting, February 13, 2012 Work Session Meeting, March 14, 2011 Work Session Meeting, December 17, 2007 Continuation of Council Retreat Meeting Session and the March 7, 2002 Work Session Meeting 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 Regular City Council Meeting Minutes of the March 14, 2016 Regular City Council Meeting, March 12, 2016 Budget Work Session Meeting, February 11, 2013 Work Session Meeting, January 14, 2013 Work Session Meeting, February 13, 2012 Work Session Meeting, March 14, 2011 Work Session Meeting, December 17, 2007 Continuation of Council Retreat Meeting Session, and the March 7, 2002 Work Session Meeting have been reviewed and certified as correct and complete by the City Clerk.

City Clerk Office staff is currently working to process a backlog of various Council Meeting Minutes dating back several years. As time allows, staff is working to bring these minutes into compliance with OMA.

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: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:



David A. Hales, City Manager

**Attachments:**

- March 14, 2016 Regular City Council Meeting Minutes
- March 12, 2016 Budget Work Session Meeting Minutes
- February 11, 2013 Work Session Meeting Minutes
- January 14, 2013 Work Session Meeting Minutes
- February 13, 2012 Work Session Meeting Minutes
- March 14, 2011 Work Session Meeting Minutes
- December 17, 2007 Continuation of Council Retreat Meeting Session
- March 7, 2002 Work Session Meeting Minutes

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Motion: That the reading of the minutes of the March 14, 2016 Regular City Council Meeting Minutes, March 12, 2016 Budget Work Session Meeting, February 11, 2013 Work Session Meeting, January 14, 2013 Work Session Meeting, February 13, 2012 Work Session Meeting, March 14, 2011 Work Session Meeting, December 17, 2007 Continuation of Council Retreat Meeting Session, and the March 7, 2002 Work Session Meeting be dispensed with and the minutes approved as printed.

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

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

**SUMMARY MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, MARCH 14, 2016; 7:00 P.M.**

**1. Call to Order**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, March 14, 2016. The Meeting was called to order by Mayor Renner.

**2. Pledge of Allegiance to the Flag**

The Meeting was opened by Pledging Allegiance to the Flag followed by a moment of silent prayer.

**3. Remain Standing for a Moment of Silent Prayer**

**4. Roll Call**

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

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

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager, Jeffrey Jurgens, Corporation Counsel, Patti-Lynn Silva, Finance Director, Cherry Lawson, City Clerk and other City staff were also present.

**5. Public Comment**

Mayor Renner opened the meeting to receive Public Comment. The following individuals provided comments during the meeting.

Vicki Tilton  
Kevin Paxton  
Rich Buchanan  
Darrell Hartweg  
Alton Franklin  
Mike Raikes  
Donna Boelen  
Rob Fazzini  
Eric Penn  
Gary Lambert  
Joe Walden



Glen Ludwig  
Patricia Marton

## **6. Recognition / Appointments**

The following was presented:

Item 6A. Certificate of Achievement for Excellence in Financial Reporting.

The following was presented:

Item 6B. Presentation by the Signage Committee, by Steve Rasmussen, Assistant City Manager, Tricia Stiller, Executive Director of Downtown Bloomington Association and Russell Francois of Francois & Associates. *(10 minutes)*

The following was presented:

Item 6C. Reappointment of Mark Fetzer to the Property Maintenance Review Board.

The following was presented:

Item 6D. Reappointment of Patti-Lynn Silva to the Police Pension Board.

The following was presented:

Item 6E. Reappointment of Sanae Ferrier to the Bloomington-Normal Sister City Committee (Japan).

The following was presented:

Item 6F. Recognition of the City of Bloomington by the American Heart Association for Promoting Employee Health and Fitness.

The following was presented:

## **7. Consent Agenda**

Mayor Renner asked Council whether there were any items they wished to have removed from the Consent Agenda for further discussion.

**Motion by Alderman Schmidt, seconded by Alderman Painter, that the Consent Agenda be approved.**

**Mayor Renner directed the Clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A: Consideration of approving the February 22, 2016 Regular City Council Meeting Minutes, the October 26 2015 City Council Work Session Meeting Minutes, October 12, 2015 Work Session Meeting Minutes, the September 12, 2015 Work Session Retreat Meeting Minutes and August 12, 2013 City Council Work Session Meeting Minutes.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll and Electronic Transfers in the amount of \$8,961,580.56.

The following was presented:

Item 7C. Consideration of approving Reappointments to various Boards and Commissions.

The following was presented:

Item 7D. Consideration of waiving the formal bidding process of a limited source, as outlined in the limited source justification form, and enter into a Contract with Lai Ltd., of Rolling Meadows, Illinois, for the supply of two Wemco-Hidrostral Pumps for installation at the Water Treatment Plant.

The following was presented:

Item 7E. Consideration of approving the purchase of one scheduled replacement Rear Loading Refuse Truck for the Solid Waste Division of the Public Works Department.

The following was presented:

Item 7F. Consideration of adopting an Ordinance approving the Petition from Eastlake, LLC, requesting Annexation and Rezoning of the 16.946 Acre Tracts, more specifically, Tract 1 includes 16.246 Acres and Tract 2 includes 0.700 Acres to be known as The Grove on Kickapoo Creek, Seventh Addition, commonly located North of Ireland Grove Road and West of Township Road 2100 East.

ORDINANCE NO. 2016 – 12  
AN ORDINANCE ANNEXING CERTAIN TERRITORY AS HEREINAFTER  
DESCRIBED TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS  
AND FOR REZONING

The following was presented:

Item 7G. Consideration of adoption of an ordinance for Case SP-01-16 Petition requesting approval of a Special Use Permit for a noncommercial parking lot in the R-2 Mixed Residential District for the property located at 900 and 901 N Roosevelt Ave.

ORDINANCE NO. 2016 – 13  
AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A  
Noncommercial parking lot in the R-2 District  
FOR PROPERTY LOCATED AT: 900 & 901 N. Roosevelt

The following was presented:

Item 7H. Consideration of the application of PATH, Inc., located at 201 E Grove St., Suite 200, 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 April 7, 2016 from 4:00 p.m. to 12:00 a.m. at the Bloomington Center for the Performing Arts, 600 N. East St.

The following was presented:

Item 7I. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 7, 2016.

ORDINANCE NO. 2016 – 14  
AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND  
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT  
DAVIS LODGE ON MAY 7, 2016

The following was presented:

Item 7J. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 20, 2016.

ORDINANCE NO. 2016 – 15  
AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND  
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT  
DAVIS LODGE ON MAY 20, 2016

The following was presented:

Item 7K. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on May 29, 2016.

ORDINANCE NO. 2016 – 16

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON MAY 29, 2016

The following was presented:

Item 7L. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on June 4, 2016.

ORDINANCE NO. 2016 – 17

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON JUNE 4, 2016

The following was presented:

Item 7M. Consideration of approving a Resolution waiving the formal bidding process and enter into a Contract for supply and delivery of Cationic and Anionic polymer for water treatment purposes.

RESOLUTION NO. 2016 – 07

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING A CONTRACT WITH BRENNTAG MID-SOUTH, INC. FOR THE PURCHASE OF CATIONIC POLYMER AT \$0.665 PER POUND AND ANIONIC POLYMER AT \$1.25 PER POUND

The following was presented:

**8. Regular Agenda:**

Item 8A. Consideration of a Resolution approving a Contract for the Acquisition of the former Mennonite Hospital / Electrolux property located at 807 North Main Street.

RESOLUTION NO. 2016 – 08

A RESOLUTION APPROVING A CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 807 NORTH MAIN STREET, BLOOMINGTON, ILLINOIS

David Hales, City Manager, introduced this item. He stated the City had a unique opportunity to make a strategic property purchase on the North end of the Main St. corridor. Several meetings had been held with 3 Kirk Holdings, LLC to consider sale of the property to the City. A Purchase Agreement had been drafted to allow the City to acquire this property.

Austin Grammer, Economic Development Coordinator, provided a brief overview. The former Mennonite Hospital building located at 807 N. Main St. was occupied by The Eureka Co. / Electrolux until 2011 when Electrolux relocated its offices to Charlotte, North Carolina. The owners of Kirk C & D Recycling purchased the subject property and three adjacent parcels from Electrolux in 2011 with the intent to demolish the building, subdivide the primary parcel at 807 N. Main St., and sell the properties to multiple developers. Recent developments on the adjacent former Electrolux parcels include the Rainstorm Car Wash at 814 N. Main St. and the “Flats on East” apartments at 902 N. East St. and 202 E. Walnut St.

Since 2011, the City had been approached by multiple developers who have expressed interest in acquiring the subject property and combining it with the adjacent parcels owned by Illinois Wesleyan University (IWU) with the intent to create a significant mixed-use development on the 4.093 acre block on the east side of Main St.

Due to a variety of factors, including the need for municipal assistance to help make the proposed projects feasible, no single private developer had taken the steps necessary to acquire the subject property and IWU parcels. With the demolition project ready to conclude later this spring, it is the owner’s intention to proceed with subdividing the subject property and sell the resulting small lots to multiple developers.

Staff had concerns that the potential subdividing of the subject property would represent a huge missed opportunity to create a significant development in the northern portion of downtown in favor of an uncoordinated piecemeal development. Therefore, it is staff’s recommendation that the City acquire the subject property after the demolition project is complete, partner with IWU, establish a Tax Increment Financing (TIF) District around these properties and market the site to potential developers. It would be the City’s intent to attract and support a significant whole-block development at this site that would be supportive of the Council’s and public’s vision for the downtown, form a link between downtown and the IWU campus and respect the historic integrity of the nearby Franklin Park neighborhood.

Mr. Grammer stated the agreed upon purchase price was \$1.4 million. He believed an appraisal would support that price. The City would have the option to renegotiate or walk away if the appraisal does not support that price. The City would undertake an environmental assessment. The timeline and terms depended on the completion of the demolition project.

Alderman Buragas stated she fully supported the resolution to purchase the property. She stated she was not in favor of developing the property into a TIF District at this time. There were other Economic Development tools to consider first.

Alderman Black stated the number one priority chosen as a Council was Economic Development. He believed the City could get the best investment for the tax payers' money and maximize this area for the community.

Mayor Renner stated this was a critical property not just for Route 66 but for the Main St. corridor, right near the City's oldest park, Franklin Park. The City needed to plan strategically for this property to make forward progress.

Alderman Mwilambwe questioned funds for the purchase. Mr. Hales stated the City had options including: 1.) borrowing from a financial institution for a five (5) to eight (8) year timeframe; 2.) A bond associated with infrastructure; 3.) The City's General Fund balance could be used for the purchase now and reimbursed with the sale of the property.

Alderman Fruin believed his voting track record indicated a pro-growth attitude for downtown. He stated each of the three (3) items on the Agenda were great projects. He believed there were other important projects to support. He could not support all three (3) tonight.

Alderman Lower stated he would vote "no" for this project. He believed government should not dictate what was built in this area.

**Motion by Alderman Hauman, seconded by Alderman Buragas, that Council approve the Resolution approving the contract for the property located at 807 North Main Street be acquired from 3 Kirk Holdings, LLC at an acquisition price of \$1,400,000.00, and the Mayor and City Clerk be authorized to execute the necessary documents.**

**Mayor Renner directed the Clerk to call the roll which resulted in the following:**

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

**Nays: Aldermen Kevin Lower and Jim Fruin.**

**Motion carried.**

The following was presented:

Item 8B. Consideration of approving a Resolution to authorize preliminary action, known as an Inducement Resolution, in connection with the redevelopment of the Commerce Bank and Front N' Center buildings in downtown Bloomington into a hotel, conference center and restaurant cluster.

RESOLUTION NO. 2016 – 09  
A RESOLUTION IN SUPPORT OF A PROPOSED REDEVELOPMENT PROJECT FROM  
BLOOMINGTON DOWNTOWN REDEVELOPMENT PARTNERS, LLC

Mr. Hales introduced this item. He stated this Resolution would create a complete development proposal with a development team.

At the February 16, 2016 Committee of the Whole meeting, consultants from SB Freidman Development Advisors presented their findings related to their review of the hotel/conference center/restaurant cluster redevelopment project proposed by Bloomington Downtown Redevelopment Partners, LLC (BDRP) for the Commerce Bank, Front N' Center and Elks Lodge buildings. Consultants from SB Freidman recommended that the Council approve an Inducement Resolution in support of BDRP's proposed project and requested that a complete development team and program be assembled.

Consultants from SB Freidman recommended that the City initiate the creation of a Tax Increment Finance (TIF) District and Business District (BD) in downtown that would include the subject properties so those economic development tools could be in place to support BDRP's proposed redevelopment project.

The proposed Inducement Resolution outlined a number of requirements that BDRP would need to meet in order to continue negotiations regarding municipal assistance for the proposed project. Once the requirements were met, staff would review BDRP's proposal to determine whether municipal assistance was needed, and if needed, staff would negotiate a redevelopment agreement with BDRP for review and approval by Council.

The passage of the proposed Inducement Resolution was necessary to allow BDRP's eligible expenses incurred before the establishment of the proposed TIF District and BD to be eligible for reimbursement should the proposed TIF District and BD be established and a Redevelopment Agreement be approved by Council. The Inducement Resolution had been prepared and reviewed by the City's TIF Attorney, Kathleen Field Orr & Associates.

City staff recommended the Inducement Resolution be approved so that BDRP could continue its work to secure a developer / hotel operator for the proposed downtown hotel with the assurance that Council was supportive of the project at this early stage.

Mayer Renner stated a Public Meeting would be held once a proposal was developed.

Alderman Sage stated he would support the resolution but had a number of concerns about the project. He questioned whether May 31, 2016 was an agreed upon date with SB Friedman to provide the data for review. Mr. Grammer answered affirmatively.

Alderman Fruin questioned whether environmental issues were addressed. Mr. Grammer stated that the property would be privately owned and therefore, the Developer would be responsible for those issues.

Alderman Black encouraged continuing to make this a fact-based discussion with public awareness and feedback. He believed this was a wise investment.

Alderman Schmidt believed this was a great opportunity for downtown. She continued to hear supportive comments from the community.

Alderman Lower believed this project was not going to help grow the local economy and was not in line with Council's goals. He stated he would vote "no".

Mayor Renner stated the City was not using funds from the current budget.

Alderman Hauman believed the City needed to be looking at long term strategy to redevelop downtown and this supported same. Alderman Black believed this was a smart, reasonable investment for the future.

**Motion by Alderman Schmidt, seconded by Alderman Painter, that the Inducement Resolution in support of a proposed redevelopment project from Bloomington Downtown Redevelopment Partners, LLC be approved and authorize the Mayor and City Clerk to execute the necessary documents.**

**Mayor Renner directed the Clerk to call the roll which resulted in the following:**

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

**Nays: Alderman Kevin Lower.**

**Motion carried.**

The following was presented:

Item 8C. Consideration of an Ordinance authorizing a Redevelopment Agreement between the City of Bloomington and BT Bloomington, LLC for the proposed redevelopment of the Colonial Plaza Shopping Center.



ORDINANCE NO. 2016 – 18  
ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT  
by and between  
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS  
and  
BT BLOOMINGTON, LLC  
(Colonial Plaza)

Austin Grammer, Economic Development Coordinator, gave a brief overview. On August 24, 2015 Council approved an Inducement Resolution authorizing BT Bloomington, LLC (the owner of the vacant Kmart building and the Colonial Plaza Shopping Center) to proceed with preliminary work related to the redevelopment of the Colonial Plaza Shopping Center. The Inducement Resolution allowed for BT Bloomington, LLC's TIF-eligible expenses incurred before the establishment of a TIF District and the approval of the proposed Redevelopment Agreement be considered eligible for reimbursement. The Council formally approved the Empire Street Corridor TIF District on February 22, 2016.

Since the approval of the Inducement Resolution, Dick's Sporting Goods, Five Below, Home Goods, Carter's Oshkosh B'gosh and Designer Shoe Warehouse (DSW) had all signed leases or letters of intent to lease space in portions of Colonial Plaza controlled by BT Bloomington, LLC. Additionally, national retailer PetsMart had expressed interest in the vacant Circuit City building which was under separate ownership.

The proposed Redevelopment Agreement formalized the economic development incentives that had been negotiated between City staff and BT Bloomington, LLC to support the redevelopment project. The Ordinance and Redevelopment Agreement had been prepared and reviewed by the City's TIF Attorney, Kathleen Field Orr & Associates.

Staff recommended approval of the Ordinance and Redevelopment Agreement so that BT Bloomington, LLC could continue with the redevelopment of the Colonial Plaza Shopping Center.

Alderman Fruin welcomed the removal of the curb barrier between Colonial Plaza and Empire Plaza. He believed the project was a positive opportunity. Alderman Painter stated her support for the project.

**Motion by Alderman Painter, seconded by Alderman Schmidt, that the Ordinance approving a Redevelopment Agreement between the City of Bloomington and BT Bloomington, LLC be approved, and authorize the Mayor and City Clerk to execute the necessary documents.**

**Mayor Renner directed the Clerk to call the roll which resulted in the following:**

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

**Nays: Alderman Lower**

**Motion carried.**

The following was presented:

Item 8D. Consideration of approving a Resolution authorizing the submittal for the Multi Year General Architectural, Engineering and Land Surveying Services (RFQ 2016-04).

**RESOLUTION NO. 2016 – 10**

**A RESOLUTION ESTABLISHING THE FIRMS IN GENERAL ARCHITECTURAL, ENGINEERING AND LAND SURVEYING THAT ARE DEEMED TO BE THE MOST QUALIFIED TO PERFORM SERVICES TO THE CITY FOR A THREE-YEAR PERIOD, WITH THE OPTION FOR REQUALIFICATION FOR TWO ADDITIONAL ONE-YEAR PERIODS**

Steve Rasmussen, Assistant City Manager, and Bob Yehl, Water Director, gave a brief overview. Historically, the City had selected professional firms to provide architectural, engineering and land surveying services on an individual project basis. Most of these selections were performed using the Professional Services Quality Based Selection Process. This process involves: 1.) Sending out Request for Qualifications (RFQ), 2.) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the list to a few consultants, 3.) Interviewing these consultants and 4.) Selecting the top consultants. To minimize individual bias, the process was performed by a committee of at least four individuals associated with the project, typically City staff. The process was very time consuming and expends considerable resources, especially when done on a project-by-project basis.

In order to increase staff efficiency, reduce limited resource expenditures and expedite the backlog of infrastructure maintenance and repair projects, this multi-year general architectural, engineering and land surveying services RFQ was pursued. The City's procurement agent was involved in this entire process to ensure that the procedure was performed in accordance with applicable standards. The purpose of this RFQ was to provide a list of professional firms that could be readily utilized for various projects throughout the City. Three (3) to four (4) firms were selected for each of the following categories: Architectural, Structural Engineering, Utility Infrastructure, Pavements, Traffic Control & Signals, Land Surveying and Environmental. The categories were determined based on the past projects within City departments that often use consultants. The selected consultants could be utilized in any department, but most utilization would be from Facilities, Parks, Recreation & Cultural Arts, Public Works and Water.

Since the consultants had already been selected through the Quality Based Selection Process, when a specific project arises under one of these categories, staff would determine the most qualified for the specific project and attempt to negotiate favorable contractual terms. If the

contractual terms or price cannot be agreed upon, staff would then start negotiating with the firm deemed to be the second most qualified for the project (and so on). Once staff had a recommended contract, the formal approval would go through the City's standard process for approval of contracts. Utilizing this system, City staff estimates that projects would start three to four months quicker than in the past.

In addition to the aforementioned benefits, this RFQ may reduce strain on City budgets by maximizing our ability to seek grants for projects. In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies were used to fund any portion of the project.

Note that the City's Local Preference Ordinance was not applicable to this process as the legal and federal requirements require strict adherence to selection of such professionals based on qualifications.

Alderman Lower questioned the City's getting the most competitive bid and the size of projects. Mr. Yehl stated the criteria would be complexity and size.

Alderman Sage thanked the staff who worked on this process. He understood the benefits this would bring.

Alderman Black questioned the process in accordance with the ordinance just passed to use local firms. Mr. Yehl stated local preference stands alone, outside of the request for Quality Based Selection. Federal and Legal requirements would be adhered to for this process.

Alderman Schmidt questioned whether the list of firms would change after the Assistant City Manager discussed the criteria with firms who did not make the list. Mr. Rasmussen believed the list would not change as each firm selected were thoroughly reviewed and analyzed for qualifications. He stated that the City was not bound by this list.

Alderman Mwilambwe questioned whether a review of this process would occur to update the list of qualified firms. Mr. Yehl answered affirmatively. The Resolution was for a three (3) year period with the option to renew for two (2) additional one (1) year periods.

**Motion by Alderman Hauman, seconded by Alderman Mwilambwe, that a Resolution establishing and selecting the firms in general architectural, engineering, and land surveying that are deemed to be the most qualified to perform services to the City, for a three-year period with the option to requalification for two additional one-year periods, be approved, and authorize the Mayor and City Clerk to execute the necessary documents.**

**Mayor Renner directed the Clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Recused: Alderman Amelia Buragas**

**[8:40 PM Minutes:] Alderman Buragas left the dais.**

**[8:49 PM Minutes:] Alderman Buragas returned to the Meeting.**

**Motion carried.**

The following was presented:

Item 8E. Consideration of approving Alternate 2 design for the Fox Creek Bridge replacement at the Union Pacific Railroad.

Jim Karch, Public Works Director, gave a brief overview. Fox Creek Rd. was the primary access point for neighborhoods in the southwest corner of the City. The bridge over the Union Pacific Railroad had two lanes and no accommodations for pedestrians and bicyclists. The bridge was inadequate for current and future needs of the community, as were the sections of street west and east of it. This stretch, from Danbury Dr. to Beich Rd., was the remaining section of Fox Creek Rd. south corridor in need of widening and other improvements and was exhibiting both pavement and shoulder deterioration.

The Council hired Alfred Benesch & Company, Chicago, IL. in March 2014, as project consulting engineer. Benesch developed five alternatives. It used three criteria -- performance, public acceptance and cost. Benesch narrowed the selection to two (2) alternatives, Alternative 2 and Alternative 4, and presented them at a public meeting. Benesch concluded that Alternative 2 was the preferred option and staff concurs. Alternative 2 ranked higher than 4 in the public acceptance criterion. Staff requests Council concurrence before staff and Benesch proceed with additional planning and design phases. Benesch continued services were covered in the 2014 contract.

Both Alternatives have high performance for vehicular traffic and pedestrian and cyclist traffic. It should be noted that these improvements would serve a growing area, with access to parks and three schools, for decades to come.

Alderman Sage thanked Mr. Karch and staff for the effort put into the project. He stated this was a public safety project as well as an infrastructure project. Alderman Lower agreed with the concern for public safety in this area. He supported the project.

**Motion by Alderman Sage, seconded by Alderman Lower that the Council approve Alternative 2 as the preferred bridge design option and direct staff and Alfred Benesch & Company to proceed with preconstruction work for bridge replacement and street improvements on Fox Creek Road from Danbury Drive to Beich Road.**

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

**Nays: None.**

**Motion carried.**

The following was presented:

### **City Manager's Discussion**

David Hales, City Manager, gave an update on the US Cellular Coliseum (USCC) management situation. After nearly ten (10) years of operation and management, John Butler, Central Illinois Arena Management (CIAM) President, informed the City that they would no longer extend their current USCC contract. USCC had been a major economic driver for downtown with increased revenue through Hotel/Motel taxes, food and beverage sales and much more. USCC had been recognized as one of the most profitable venues from a gross sales perspective. The legal department assisted in creating a new potential management agreement for USCC that would emulate industry standards and best practices to provide a more reasonable cost sharing and revenue sharing to maximize the gross sales with the City taking a greater share of the generated net profits. City staff had contacted tenants and those who have booked USCC to assure them they would continue to be provided with an outstanding experience. Staff was reviewing contracts previously signed between CIAM and event sponsors/promoters to have those assigned to the City during this interim period. Future event opportunities were being reviewed. CIAM's contract would end April 1, 2016. The City was exploring with CIAM a possible short-term extension of the contract while other management companies were being pursued. The City was negotiating with CIAM on the concession equipment installed in USCC. CIAM had purchased and installed approximately \$1 million in equipment. More information would be brought to Council as negotiations continue.

### **Mayor Discussion**

Mayor Renner thanked Aldermen Fruin and Buragas for joining him on the One Voice trip.

### **City Alderman's Discussion**

Alderman Hauman stated only two (2) residents attended the Budget Workshop on Saturday, April 12, 2016. She believed more could have benefited from the meeting. Harvest Church provided a special service for community elected officials which was attended by herself, Aldermen Schmidt, Painter and Mayor Renner. She questioned whether Public Comments could

be placed after Awards and Recognitions. Jeff Jurgens, Corporation Council, stated an Ordinance change would have to be written for such. She stated positive comments from the community were made for the Police presence at the Candidates rally.

Alderman Schmidt reminded Council of the Agenda Item Request form and asked for time to discuss on the next Committee of the Whole.

**Motion by Alderman Hauman, seconded by Alderman Painter, to move into the Executive Session.**

**Mayor Renner directed the Clerk to call the roll which resulted in the following:**

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

**Nays: None.**

**Motion carried.**

#### **Adjournment**

**Motion made by Alderman Black, seconded by Alderman Mwilambwe, to adjourn the meeting at 9:42 p.m.**

**Motion carried (viva voce).**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE  
WORK SESSION CITY COUNCIL MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
SATURDAY, MARCH 12, 2016; 8:00 A.M.**

The Council convened in Work Session in the Osborn Room, 305 East St., at 8:00 a.m., Saturday, March 12, 2016.

**1. CALL TO ORDER**

The Meeting was called to order by Mayor Renner who directed the City Clerk to call the roll and the following members answered present:

**2. ROLL CALL**

Aldermen: Kevin Lower, David Sage, Amelia Buragas, Mboka Mwilambwe, Karen Schmidt, Scott Black, Diana Hauman, Joni Painter and Mayor Tari Renner.

Alderman Absent: Jim Fruin

Staff Present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Cherry Lawson, City Clerk; Patty-Lynn Silva, Finance Director; Carla Murillo, Budget Manager; Nora Dukowitz, Communications Manager; Eric Veal, Community Engagement Manager; Eric Vaughn, Deputy Fire Chief; Jay Tetzloff, Zoo Supervisor; Scott Sprouls, Director Information Services; Tom Dabareiner, Plan/Code Enforcement Director; Austin Grammer, Economic Development Coordinator; Nicole Albertson, Human Resources Director; Brett Lueschen, Superintendent Water Purification; Ken Bays, Assistant Police Chief; Brian Mohr, Fire Chief; Jim Karch, Public Service Director.

**3. PUBLIC COMMENT**

Mayor Renner opened the meeting to receive Public Comment. No individuals offered comments during the meeting.

**4. WELCOME & OPENING REMARKS**

Mayor Renner thanked David Hales, City Manager and Patty-Lynn Silva, Finance Director, along with all the Department Heads for the work put in on the budget. He provided a brief summary of the budget priorities. He requested that any changes Council would like to make be clear and precise.

## **5. OPENING REMARKS**

David Hales, City Manager, thanked staff for preparing for the budget session. He stated this session would be four (4) hours of high-level discussions on how to continue to move forward on long-term financial stability. The first (1<sup>st</sup>) two (2) hours would review the recommended FY2017 budget; give feedback and recommendations for change. A Public Hearing was tentatively scheduled for the last meeting in March, 2016. The first (1<sup>st</sup>) meeting in April, 2016 would be tentatively scheduled for opportunity to approve the budget. The budget would need to be approved by the end of April, 2016.

The next two (2) hours would be high-level discussions on: 1.) the Five (5) Year Capital Improvement Program (CIP), 2.) Proposed \$30 million street resurfacing bond and 3.) Sanitary sewer & storm water fee. The final discussion would be on long-term financial sustainability.

Review of the Five Council Priorities 1.) Economic Development, 2.) Infrastructure, 3.) Financial Planning, 4.) Reduced Emergency Response Times and 5.) Downtown Implementation Plan would be the guide for the budget review.

## **6. PRESENTATION & DISCUSSION OF THE FY17 OPERATING AND CAPITAL BUDGETS**

### **Economic Development**

Austin Grammer, Economic Development Coordinator, reviewed accomplishments in the last year including Greentop Grocery, Constitution Trail, Colonial Plaza Redevelopment Project, Redevelopment Agreement, Kroger Marketplace, Downtown Front N Center block, property acquisitions and the Sugar Creek Packing Plant demolition. Budget highlights included funding for the Bloomington-Normal Economic Development Council, the Downtown Bloomington Association and the Convention and Visitors Bureau for proposed level funding same as last year's budget. Although level funding was proposed, he expressed concerns going forward with maintaining the level of benefits brought to the City by these organizations. The Mitsubishi Plant would need to attract redevelopment.

Mr. Hales stated \$390,000 for Economic Development was set aside as a placeholder for distribution for other initiatives. Intergovernmental Agreements would be needed for Connect Transit with increased funding and for Mental Health with McLean County to outline more details.

### **Police**

Ken Bays, Assistant Police Chief, believed the Police Department (Force) was doing a great job. Accomplishments from last year included an 11.3% drop in crime. The March, 2015 President's Interim report on 21<sup>st</sup> Century Policing showed Law Enforcement's credibility and effectiveness was gauged on its relationship with the community. He stated the Force would continue with community contact through Social media and a patrol Omni-presence on the street.



Additional accomplishments included implementation of Narcan to assist with Heroin overdoses, a Youth Intervention specialist, Social media campaign and Recruitment efforts.

Highlights to move forward included adjustments to get the Indoor Range completed for an approximate \$400,000 savings and body-worn cameras to add credibility and legitimacy. The challenges with the cameras included the Freedom of Information Act (FOIA) and equipment cost along with records retention. Partnership with other agencies was being reviewed to turn the Youth Intervention position into a full-time position with no increased expense to the Force.

Challenges included body-worn camera costs, staff for FOIA requests with the body-worn cameras implementation, personnel staffing, training, recruitment and the mental health issues class.

Mr. Hales commended the Force on recruiting to add diversity within the ranks.

## **Fire**

Brian Mohr, Fire Chief, stated the Fire Department budget addresses three (3) of the five (5) Council Priorities: 1.) Infrastructure, 2.) Long term financial planning and 3.) Public Safety Response Times. He reviewed the 2015 accomplishments. Implementation of the Firefighter Priority Dispatch system would go live Monday, March 14, 2016. Updated response territories from four (4) to ten (10) to include all stations and apparatus available. This improvement would identify the right resource available at the right location at the right time. He identified issues with the traffic preemption system not working properly and implemented plans for continuous improvement. Development of the Firefighter Wellness program in conjunction with Human Resources and Local 49 would be implemented in FY2017. The Department Safety Committee was reinstated to reduce Firefighter injuries. Four (4) retirements and five (5) new Command staff in little over a year resulted in loss of knowledge but new insight and energy gains. Staff was down by five (5) positions with no eligibility list to hire at this time. The Aircraft Rescue and Firefighting (ARFF) services agreement with the Central Illinois Regional Airport (CIRA) had been developed with negotiations completed by FY2017 end.

Highlights for the Fire Department: adoption of the Fire Department Master Plan which included 1.) Implementing the new Station Alerting System to improve response time and 2.) Architectural design phase for Station 3 renovation project. Development of a sustainable fire apparatus replacement program was implemented, to balance out the vehicle and equipment replacements. Two (2) Fire engines, a Medic unit and two (2) Commanding Officer vehicles would be replaced FY2017. There would be an addition of an Advanced Life Support (ALS) ambulance to support the heavy call volume and reduce response times at Headquarters (HQ) station.

Challenges included a long-term plan for traffic signal preemption system; focus on improving the recruitment efforts process; video conferencing capabilities for training; distance traveled from current stations to the North East area as growth and development continued

required research for an additional Fire Station location; and resource availability for the heavy call volume and to reduce response time.

### **Public Works**

Jim Karch, Public Service Director, highlighted the Mission Statement for Public Works Department. He reviewed the 2015 accomplishments. The Sidewalk Master Plan won a state-wide award and was up for a national award. He stated the department was preparing for a presentation to the American Public Works Association (APWA) on the Plan. Promotions of staff have occurred within the City. Projects completed last year include 1.) Removal of the barrier at Jefferson St. and Allin St. and 2.) Street repairs on Chestnut St. between Oak St. and Mason St. He asked Council for assistance to implement a five (5) year plan for future projects.

Concerns included adequate funding in the enterprise funds to complete infrastructure projects. A traffic engineer was needed. The City would need to plan for McLean County Landfill closing in the next few years. He thanked Council for all the support last year.

### **Water**

Brett Lueschen, Water Purification Superintendent, stated the budget for FY2017 for the Water Department consisted of approximately \$23 million, with \$15 million in revenue and \$9 million for Labor and Utilities. Major Projects included an Infrastructure Master Plan, upgrades at the Treatment Plant and a Master Plan for the Supervisory Control and Data Acquisition (SCADA) system. Water research would be conducted with the University of Illinois for groundwater and to reduce Nitrate levels. Multi-year shoreline stabilization of the City's Reservoir and various water main projects were highlights for the FY2017 budget.

Challenges included an open position for an engineer to address water pipe issues; Nitrate levels at Lake Bloomington; monitoring water quality and maintaining long-term water supplies. Highlights from FY2016 included extending the contract with Maurer-Stutz, Inc.; approval to add an engineer position; completed over 2000 feet of shoreline protection at both reservoirs and the continued meter project throughout the City.

Mr. Hales stated the Water Department was working on a presentation on water quality in collaboration with University of Illinois (U of I) to ensure a healthy community.

### **Parks**

Jay Tetzloff, Zoo Supervisor, stated he had twelve (12) independent budgets. Budget plans included: increases in Golf revenue; Capital equipment needed; Golf path resurfacing at Prairie Vista Golf Course; replacement of a 1983 Grapple Boom truck; O'Neil Park swimming pool needed a repair feasibility study as it was forty-two (42) years old with original equipment; Lincoln Leisure Center needed a new building; user fee study for revenue and expense recoupment from staff assistance for events and US Cellular Coliseum (USCC) changes would affect the department.

He stated staff morale had gone up and down due to budget cut fears, lack of financial support causing job losses. The department used less staff to do the work needed than other communities consulted. The department was not fully staffed causing a reactive-based management instead of proactive.

Accomplishments from FY2016 included: opening of Eagle View Park and cost recovery of fifty percent (50%) with forty percent (40%) as the National average. This year would have several anniversary celebrations: 25<sup>th</sup> year for Prairie Vista Golf Course, 10<sup>th</sup> year for Bloomington Center for the Public Arts (BCPA) and Pepsi Ice Center and 125<sup>th</sup> year for the Miller Park Zoo.

### **Community Development**

Tom Dabareiner, Plan/Code Enforcement Director, stated accomplishments for the department included being fully staffed. Younger staff replaced retirees and a third (1/3) of staff received promotions. The Comprehensive Plan which won a statewide award was completed. The decreased budget, \$3.5 million, was accomplished by retirements, contracting out the Zoning Code rewrite, along with spending and revenue down for the Community Development Block Grant (CDBG) program.

Challenges included new staff with training needs; Fire Inspection Program was backlogged due to lack of man hours; lack of an easily searchable Municipal Code and computer hardware to access while in the field.

Mr. Hales stated there was a critical need to review programs and services within the City to validate any need for changes.

### **Finance**

Patti-Lynn Silva, Finance Director, reviewed responsibilities of the Finance department. FY2016 accomplishments, with a staff of twelve (12), included the Budget Task Force implemented to help resolve the fiscal deficit; implemented the one percent (1%) sales tax; reviewed the methodology of the storm water and sewer rates; recorded the first (1<sup>st</sup>) year of the Internal Audit program; participated in the City's Economic Development efforts; completed the 2015 annual City's Audit; resolved some Internal Control issues; completed the coordination of the Firefighter's and Police audits; earned the Certificate of Excellence in Financial reporting for the thirty-ninth (39<sup>th</sup>) year; participated in the 5 Year Capital Plan; participated in the Citizen's Academy; adopted the 2016 Calendar Property tax levy; developed a monthly meeting with other departments to work on the budget; produced the first (1<sup>st</sup>) Formal Quarterly Report with narratives; implemented the Procurement Policy the Council adopted; made sure the Pension Funding policy was complied with and two (2) members of Finance have been appointed to the Pension Board.

Challenges within the department included Debt and Treasury management; long-term fiscal planning and the Water finance transition plan.

Mr. Hales commended the transformation of the Finance Department staff.

### **Information Services**

Scott Sprouls, Information Services Director, reviewed accomplishments which included supporting the accomplishments of other departments; the MUNIS project was not worked on as much as desired but planned to ramp progress up in the coming fiscal year to handle the utility billing module. Ground work for the module was completed; created a tracking and reporting tool for state and local sales tax information to support the Economic Development Council goals; worked with departments on the Fiscal Choice Unity Study; increased data storage for the Cyber Training Unit in the Police department; created an online private security registration form for a camera process for the Police department; close to finalizing migration for the Fire department Firehouse software with upgrades and migrating into the Cloud; worked on a solution with the Legal department for recording capabilities for the Adjudication Court hearings in the Council Chambers and the Osborn Room; assisted departments with Social Media tools; the “My Bloomington” app went live; managed approximately 3,000 network devices throughout the City along with training users; over one hundred (100) business line applications supported and maintained at over forty (40) locations.

This is a standard budget with salaries as the larger line items, along with maintenance on hardware and software, replacement hardware and telecommunication connectivity. Challenges included supporting technology requests; looking for efficiencies within the department; services provided could be managed through the Cloud; eliminating or outsourcing some services provided; aging infrastructure; focus on security for FY2017 and Freedom of Information Act (FOIA) requests.

Projects for FY2017 included Video Conferencing solutions for the Fire Department; storage and data requirement solutions for Body-worn cameras and Time and Attendance software installation.

Mr. Hales stated the Information Services (IS) department was a hybrid department with two (2) full-time employees that contract with an outside company to meet the City’s growing needs.

### **Human Resources**

Nicole Albertson, Human Resources Director, stated she was proud of her staff with such a busy year. Accomplishments for FY2016 included applicant process software installed; first (1<sup>st</sup>) employee survey completed in over ten (10) years; implemented a Retirement Health Plan for Medicare eligible retirees; supervisory training; the Wellness plan had been recognized by the American Heart Association; a new Employee Handbook was almost completed; worked

with Internal Investigations to address claims of workplace bullying and workplace harassment with possible terminations. There were approximately twenty (20) internal investigations which were time consuming to assure compliance with contracts, bargaining agreement and Legal.

In FY2017, the theme was “Getting Back to Basics” and included providing services to employees and management efficiently; talent acquisition and development for diversity recruitment; professional development for employees and managers; resurrected the New Employee Orientation program and Benefits and Compensation review. Payroll would be migrating from the Finance department to Human Relations (HR) effective May 1, 2016. A Payroll supervisor position was open. There was one (1) person handling the Payroll process with assistance from four (4) to five (5) employees for data processing. Performance Management would include improvement of evaluation tools to hold employees accountable for the function they were hired for. Technology would be reviewed for tools to leverage services including Time and Attendance software.

Mr. Hales commended the HR department and believed they had done an excellent job with initiatives and looking for ways to build morale. He commended all staff as the workload was great and staff was lean. He congratulated all on an outstanding job in each department. He mentioned the Legal department and commended them for an outstanding job as many compliments had been received.

Mayor Renner stated the budget was balanced and should be proud of the hard work done by all.

Mr. Hales thanked Council on behalf of staff for the one percent (1%) sales tax increase and other critical decisions made to bring forward a balanced budget.

Mayor Renner questioned the \$390,000 for Economic Development Council (EDC). Mr. Hales stated Bloomington, Normal and McLean County have each contributed \$100,000 to the Regional Economic Development Council. The B-N Advantage Plan had not set a specific dollar amount for the projects desired. The \$390,000 had been set aside as a place-holder matching the Town of Normal’s (Town) budget. All of the dollars would not have to be directed to the EDC. The Council would decide how the dollars were used to benefit economic development. Part of the money was expected to go to B-N Advantage. The \$390,000 along with another approximately \$600,000 for Connect Transit was coming from the one percent (1%) sales tax increase.

Alderman Schmidt questioned having conversations on subsidy levels and timelines. Mr. Hales stated this would be discussed in the presentation and discussion of Priority-Based Budgeting later. The same subsidy levels were desired with specific details for programs and services along with costs. It would be up to the Council to determine the policy level for the subsidy level per department. Fees and service charges would be reviewed for each program along with cost recovery and determination if new fees are needed.

Alderman Schmidt questioned when conversations would be had regarding the dollars needed for staffing challenges and the money set aside for B-N Advantage and Connect Transit. Mr. Hales stated that would occur with the Priority-Based Budgeting discussion later. Alderman Schmidt stated the assumption was that Council would move ahead with the dollars stated in the budget for B-N Advantage and Connect Transit and work through the details throughout FY2017. Mr. Hales stated that was his recommendation.

Alderman Buragas stated the Council needed to set the subsidy levels and goals or others would set them for us. She believed performance expectations needed to be set as a matrix to see what was working and what was not. She questioned staffing concerns and what fully staffed looked like. Mr. Hales stated that would be discussed further with Priority-Based Budgeting.

Alderman Sage questioned gaining more understanding of where funding would be spent on some of the projects in the budget such as B-N Advantage, Connect Transit and Mental Health. He questioned having a metrics package put together to have available for the tax payers to show how the dollars were spent outside of the control of the City. Mr. Hales responded affirmatively. He stated Connect Transit should address this to show expansion and enhancements with the funding received along with performance measures. This should be a part of the agreement with Connect Transit.

Alderman Lower stated he would like to know more about the traffic preemption program and body-worn cameras to understand expectations of Council and cost. Mr. Hales stated a detailed memorandum on traffic signal preemption plans was being prepared to bring to Council in a work session. The body-worn cameras had funding set aside but no recommendation for purchase or the full comprehensive cost of same. More information would be gathered and brought back to Council.

Alderman Lower questioned the increase in staff in the Police and Fire Departments to gain efficiencies. He believed the purchase of another ambulance was a high priority for the Council.

Alderman Schmidt stated it would be helpful to understand the cost of the challenges faced by each of the departments in order to set priorities. She expressed appreciation for the work of Austin Grammer and the EDC. She questioned the need for a comprehensive plan for Downtown to attract the right businesses in the right locations.

Alderman Painter questioned whether the one-stop shop assisting small business start-up would be available for the entire City. Mr. Hales questioned the resources available to assist small businesses on a day-to-day basis. Mr. Dabareiner stated staff was actively pursuing a one stop approach with a roll-out started next week. Mr. Hales requested a presentation at the next City Council Committee of the Whole meeting, March 21, 2016.

## **7. BREAK**

Council broke at 10:15 a.m. and reconvened at 10:30 a.m.

Summary Minutes of the Bloomington City Council  
Work Session City Council Meeting  
March 12, 2016; 5:00 PM

## **8. PRESENTATION & DISCUSSION OF THE 5-YEAR CAPITAL IMPROVEMENT PROGRAM**

### **a. 5-year CIP update**

### **b. Street resurfacing bond, \$20-30M**

### **c. Sanitary sewer & storm water fee increase & \$20M +/- bond**

Mr. Hales provided introductory remarks. The 5-year Capital Improvement Program (CIP) status update would be given. Some high-level feedback from the Council would be given on the two (2) items: 1.) Street resurfacing bond and 2.) The sanitary sewer and storm water fee increases &/or bond. An affordable 5-year CIP was desired. Master Plans were to be the guiding documents for Council to adopt and amend as priorities shifted and new projects arose.

Immediate issues were the street resurfacing bond of \$20 - 30 million and sanitary sewer and storm water fee increase with sewer projects of \$20 million +/- bond.

Alderman Sage questioned whether the \$20-30 million in street resurfacing was part of the CIP or outside of same. Mr. Hales stated Council would have to approve the proposal and then it would become part of the 5-year CIP.

Patti-Lynn Silva, Finance Director, provided an introductory statement. The Finance Department was tasked with developing a plan to have \$24 million with no additional revenue for road resurfacing. The recurring revenue the City had after this summer could be leveraged to provide \$24 million for roads over the next three (3) years and \$40 million over five (5) years.

Jim Karch, Public Service Director, stated the difference in the roads would be significant. \$8 million a year was manageable and would make a marketable difference in the community. Alderman Schmidt questioned whether the underground work would be done. Mr. Karch stated the sewer issues and street resurfacing would be a joint effort in accord with the prepared Master Plans. The sewer rates tie in with the six (6) year Plan. Enterprise funds were not there for this work to be done. Support for these fee increases were requested from the Council. Alderman Schmidt clarified the \$8 million was just for resurfacing but would go hand-in-hand with the fee increase for sewers. Mr. Karch replied affirmatively.

Alderman Lower believed the request would be a stop-gap. He agreed the work needed to be done. He stated the funds should come out of the property taxes not have a fee increase. There was a finance expense charged every time something was refinanced. He believed the funds should be built into the budget for these projects and lower priority items be dropped.

Ms. Silva stated the infrastructure needs were great and the bond rates were low. A revolving solution for both would be needed. The City's credit rating would be positively affected.

Alderman Buragas stated the Council was dealing with issues that had been neglected. The City needed to get on track to have revenue available for these issues. She questioned whether the plan included State funding. Mr. Karch stated it did not include the Motor Fuel Tax or the .25% sales tax. The large Capital projects and projects for the road crews were not included as part of this project.

Mayor Renner stated this was not like buying a vehicle as your credit rating would go down with same, whereas the City's credit rating would go up.

Alderman Mwilambwe questioned Public Services department's capacity to do the work. Mr. Karch stated it would be a hybrid approach with outside resources assisting along with some increases in staff.

Alderman Black stated government debt was different from individual debt. Alderman Sage agreed and questioned the authoritative entity of CIP to be responsible for keeping the highest priority Plans on track. Alderman Hauman agreed and added the entity would still provide the City with a Plan even when Council changes.

Alderman Lower questioned the interest expense and the economic forecasts. Ms. Silva stated four and a half percent (4.5%) was used on the model.

Alderman Buragas questioned the street lifespan compared to the bond term. Mr. Karch stated the street lifespan would exceed the bond term, although the lifespan will vary by street type.

Mr. Hales stated the on-going sources of money such as the Motor Fuel Tax (MFT) and the .25% sales tax doesn't include the Street Master Plan. The MFT was being used for major, new projects. Ms. Silva agreed.

Alderman Schmidt questioned whether there was a single bond with the projects going together at the same time. Ms. Silva stated the bond was relative. Over a five (5) year period, beginning 2018, the City would be able to do \$40 million in sewers and storm water and \$40 million on street resurfacing. Alderman Sage questioned whether the debt/service ratio remained constant. Ms. Silva stated in this case it would be up and down but there was dedicated revenue to pay for it.

Mr. Hales reminded Council to review the information on sewer fee impacts to the customers and discuss how this tied in with the conversations on the utility works. Ms. Silva stated the increase in fees was very affordable over the ten (10) year period. Mr. Hales stated the discussion would continue at the City Council Committee of the Whole.

## **9. PRESENTATION & DISCUSSION OF PRIORITY-BASED BUDGETING**

### **a. Long-term financial projection**



- b. *How do we prepare to achieve long-term financial sustainability?*
- c. **Priority-Based Budgeting, done “Bloomington Style”**
  - cc. **Examples = Golf courses, Fire, HR**

Mr. Hales provided a brief overview. He stated the City was in a strong financial position for the next three (3) years. Based on projections, year four (4) costs, in particular labor costs, could outgrow future revenue projections. In the Council’s Five Priorities it was recognized that the City must have a long-term financial sustainability plan. Prioritized programs and services would be needed to provide Council and the community with good information to make policy decisions quarter by quarter. He highlighted the Fire Department’s format for their budget. It focused on identifying programs and services to develop total costs. He proposed having each department use the same format.

Performance metrics would be a work in progress. Many programs and services were possibly performing in the “below expectations” or “needs improvement” levels. He questioned whether this could be identified with the budget book. A simple format to identify such was needed along with understanding what it would take to get to the “meets expectations” level.

He stated we needed to make sure what that costs, how was it being funded, what were the sources of revenue, should there be other sources of revenue and should the gap be closed with new policies, fees, etc. This analysis would provide outlooks for each quarter. The goal would be for the operating budget as a whole to provide for all programs and services at a “meets expectations” level.

Finance worked with Parks and Recreation to demonstrate understanding the facts of an operating budget, revenue from fees and taxes and expenditures for the Golf Courses. All Golf Courses nearly broke even for Net Profit/Loss. The total Capital Projects for the coming years would exceed profits.

## **10. WRAP UP & ADJOURNMENT**

Mayor Renner asked for a motion to adjourn the meeting.

**Motion by Alderman Hauman, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 11:55 a.m.**

**Motion carried, (Viva Voce).**

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

**SUMMARY MINUTES OF THE  
WORK SESSION CITY COUNCIL MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, FEBRUARY 11, 2013; 5:32 PM**

The Council convened in regular Session in the Police Department – Osborn Room, 305 South East Street, at 5:32 p.m., Monday, February 11, 2013.

**1. CALL TO ORDER**

The Meeting was called to order by Mayor Markowitz who directed the City Clerk to call the roll and the following members answered present:

**2. ROLL CALL**

Aldermen: Mboka Mwilambwe, Judy Stearns, Steven Purcell, Karen Schmidt, Robert Fazzini, Jim Fruin, David Sage, Jennifer McDade, Jamison Mathy, and Mayor Stockton

Staff: David Hales, City Manager, Tracey Covert, City Clerk, Todd Greenberg, Corporation Counsel, and Jim Karch, Public Works Director

Legislators: Senator Jason Barickman, Jill, Legislative Aide, Abby Welsh-Bill Brady; Representative Keith Sommer, Representative Dan Brady

**3. WORKING SESSION WITH STATE LEGISLATORS**

Mayor Stockton noted that this meeting was an annual tradition. The key strategy/goal was to encourage intergovernmental cooperation. Introductions were held between Mayor, Council, and Legislators.

Senator Jason Barickman addressed the Council. He noted that he served 53<sup>rd</sup> Senate District and taught at Illinois State University. There were 30 municipalities in the District. He also introduced his legislative aide, Jill.

Representative Dan Brady arrived at 5:40 p.m.

Mr. Brady thanked Council for the invite. He noted there were financial challenges, but the City and Legislators could partner on joint ventures, such as road projects. David Hales, City Manager noted Dan Brady's effort on the Dedication Fire Training Tower from 2012 as an example of inter-governmental cooperation and collaboration. Mr. Hales thanked Alex McElroy, Assistant to the City Manager for his efforts in preparing the City of Bloomington Resource Guide for Illinois State Legislators.

### *1. Direct Deposit of Local Government Distributive Fund (LGDF) Revenue*

Recommendation: Support House Bill 4011 (Representative DeLuca) and Senate Bill 3363 (Senator Hutchison) which request efficient collection and disbursement process of Local Government Distributive Funds.

### *2. Pension Sustainability*

Recommendation:

1) The General Assembly and Governor immediately begin discussions on the impending financial liabilities and sustainability of the benefit structure for existing employees that participate in the municipal police and firefighter pension funds.

2) The General Assembly and Governor encourage all interested parties to find common resolve to address the pension crisis and to realize that the municipal police and firefighter pension funds throughout Illinois need more too appropriately balance the interests of municipal taxpayers and public employees.

### *3. Public Employee Benefits Act (PSEBA) Reform*

Recommendation: The high cost of the Public Employee Benefits Act necessitates that a reasonable, clear, and equitable standard be adopted to ensure that the lifetime health insurance benefit is only being paid to those whose injuries are truly “catastrophic” in nature.

### *4. Fiscal Reality in Arbitration Decisions*

Recommendation: The City urges the governor, the members of the Illinois General Assembly, the Department of Labor, and the Illinois Public Relations Board to reexamine the role that arbitrators play in the formulation of local obligations and to ensure that arbitrators consider the actual affordability and broader fiscal implications of their decisions and adjust those decisions accordingly.

Todd Greenberg, Corporation Counsel addressed the Council. He noted that outside arbitrators, as well as fiscal reality determine arbitration decisions. The municipalities’ ability to pay was based upon the City’s taxing ability. Those decisions also affected tax payers. Mr. Greenberg requested that the legislators strengthen the law on this aspect and address the ability to pay beyond taxing power.

### *5. Bolster Illinois’ Economic Development Climate*

Recommendation: Support legislation that promotes online businesses to charge sales tax and remit the tax dollars back to the consumer’s state to improve economic conditions in the state of Illinois.

Mr. Hales addressed the Council. He believed that this session was a time for the City's reflection. He noted a loss of state revenue, which was a significant part of the City's budget. The state revenue that had been distributed to the City was \$43,500,000. There were serious consequences to the City for the loss of state revenue money. For example, the income tax was raised \$100 for a \$150,000 home.

He maintained that the City's challenge was priorities: how do we pay for our services while minimizing the impact on the taxpayer? Mr. Hales discussed the need for evaluation of City facilities while balancing competing needs with an open and transparent government. He suggested that Council adopt a long term plan that addressed the contributory policy.

Mr. Hales noted that despite these challenges, the City's financial status had improved. For example, the City was continuing to invest in Capital Projects. The Locust/Colton project had a low cost loan with 25% principal. The bond rating on that project was AA+.

#### *6. Workers' Compensation Reform*

Recommendation: On behalf of municipal taxpayers, as well as the financial well-being of the State as a whole, the City asks that substantive and major reforms are supported by legislators in a serious approach toward amending the Workers' Compensation Act so that businesses and industries will have an incentive to move to Illinois.

#### *7. Mental Health Services in Illinois*

Recommendation: Support legislation which empowers family and caregivers of mentally ill individuals and pools resources to better address the mental health needs in Illinois.

Due to the state budget crisis, budget cuts for mental health facilities have put a burden on law enforcement, who had been taking more calls relating to mental health. Freedom of Information Act (FOIA) requests had also increased, which could be time consuming. There is a need for funding, as well as legislative changes to address the mental health issues.

#### *8. Private Fiber Optic Installation in City Right of Ways*

Recommendation: The city feels that the state should exert more power to regulate fiber optic companies because the state is granting the right to these companies to perform construction work in other units of government right-of-way jurisdictions. While Section 21 of the Illinois Public Utility Act explains the authority role of local units of government, Bloomington feels it does not have enough authority to correct problems caused by the fiber optic companies because they do not have a legal binding agreement with these companies. There are no incentives for these private companies to comply if they do not need another permit.

One course of action would be to take these companies to court to remedy the problem. Since safety issues need to be addressed immediately, the city would do the repairs itself and file a lawsuit against the fiber optic company for reimbursement. The problem is court battles could take a long time to resolve, which could make it difficult if the funds used to correct the mistake are needed for other pressing issues.

In addition, the City feels that private fiber optic companies' construction work zones are unacceptable to Americans with Disabilities Act (ADA) construction standards and are endangering pedestrians. The City urges state officials to pass legislation to increase safety standards and the ability to enforce acceptable pedestrian barricade standards to ensure the safety of all pedestrians.

Mr. Karch referred to the construction pictures in the City of Bloomington Resource Guide for Illinois State Legislators booklet. He noted that the fiber optic company approved by the State did improper work, resulting in injuries and damage to infrastructure. For example, the company left an unfilled excavation hole in front of Bloomington Central Catholic High School, impeding the sidewalk. This carelessness could leave the City open to possible lawsuits. He noted that the City is responsible for maintaining safety, and as such, the City needed to contest the current right-of-ways.

#### **4. CITY MANAGER AND MAYOR COMMENTS**

Mr. Hales stated that the City is working on large projects, including a railroad crossing and a project on Hamilton/Bunn to Commerce. He noted traffic heavy volume on Rhodes Lane. Another project is replacing the bridge at Fox Creek Road and Union Pacific. He noted that the City was working with railroad and state agencies for funding.

Mayor Stockton stated that the number one (1) concern for the City should be revenue. He noted that the City depended upon sales tax money, but property taxes impacted home ownership as well. Mayor Stockton stated that the City's goal was to have strong neighborhoods. He believed that these concerns were non-partisan issues as strong cities were the building blocks of the state.

#### **5. LEGISLATOR'S UPDATE**

Representative Keith Sommer thanked the City for their continued partnership. He appreciated the information, comments presented, and felt honored to represent the City of Bloomington. He noted that while railroad projects were in his new district, he did not support using local tax money for these projects. Abby Welsh from Senator Bill Brady's office encouraged Council to pass on information to local government, transportation, and committees regarding these projects.

Regarding the minimum wage, Representative Sommer noted that Governor Quinn was hesitant to address any changes due to concern of a negative impact on small business.

Representative Dan Brady believed the Senate would raise the federal minimum wage, and agreed that it would negatively impact small business.

Representative Brady hoped that the City would continue to represent itself to the best of its' ability. The City needed to keep informed and work together through the financial and fiscal issues. He recommended a focus on improving and maintaining emergency services. Representative Brady also believed that the City's Workers' Compensation program must be business friendly.

Representative Brady noted that the Speaker and Governor had partnered together to address constitutional issues regarding the pension system. He believed that pensions needed to be implemented fairly across the board and stated that the five (5) pension systems must include all legislation. Representative Sommer agreed with Representative Brady's concerns.

Mayor Stockton believed there was strength in having two (2) senators and two (2) state representatives living in Bloomington. The City of Bloomington was noted in a number of national rankings, and was recognized as a shining star. Mayor Stockton hoped to continue the progress and the relationship with the legislators.

#### **4. ADJOURNMENT**

No motion noted. Meeting adjourned at 6:40 p.m.

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor  
for Stephen Stockton, former Mayor

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Cherry L. Lawson, City Clerk  
for Tracey Covert, former City Clerk

**SUMMARY MINUTES OF THE  
WORK SESSION CITY COUNCIL MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, JANUARY 14, 2013; 6:10 PM**

The Council convened in regular Session in Council Chambers, 109 East Olive Street, at 6:10 p.m., Monday, January 14, 2013.

**1. CALL TO ORDER**

The Meeting was called to order by Mayor Stephen Stockton who directed the City Clerk to call the roll and the following members answered present:

**2. ROLL CALL**

Aldermen: Mboka Mwilambwe, Judy Stearns, Karen Schmidt, Jamie Mathy, Steven Purcell, Robert Fazzini, Jim Fruin, Mayor Stephen Stockton.

Absent: Aldermen Bernard Anderson and David Sage

Staff: David Hales, City Manager, Tracey Covert, City Clerk, Alex McElroy, Assistant to the City Manager, Scott Sprouls, Information Services Director.

**3. SOLID WASTE INTERIM REPORT**

David Hales, City Manager referred to the Solid Waste Interim Report. He discussed an overview of the report and spoke about the in-depth survey, other Central Illinois communities, and the number of cities that have left solid waste collection. Some have privatized.

There was an in-depth cost analysis for direct/indirect services, including solid waste, bulk waste, and leaf collection. The City was converting from a manual service to an automated service. The conversion would take place fall 2013. He cited benefits of reduced injuries and efficient services.

Alex McElroy, Assistant to the City Manager addressed the Council. The proposal discussed the increase of the bulk waste fee for one (1) bucket from \$30 from \$25. The tipping fee trends were currently thirteen percent (13%) below national and twenty-one percent (21%) below state. General feedback from the Council, media, and public surveys were required to formulate good data on costs and alternatives.

Mr. McElroy noted that five (5) units or more would have the recycling service only. Landlords would have the ability to opt-out, should they have space or logistics issues. There were sixty-two (62) buildings comprised of 413 units that had been identified.

Mayor Stockton requested public input, and believed this was a role for the infrastructure committee. Mr. Hales noted that Infrastructure Committee met once a month. He noted that there were a number of issues to address, appreciated the input, staff would move forward with public input and provide additional cost information.

#### **4. CHAMBER CAMERA/VIDEO OVERVIEW**

Mayor Stockton noted that live streaming of Council meetings would be a phased project. Scott Sprouls, Information Services Director stated that there would be four (4) cameras recording the Council meetings. Staff would turn recording into a professional archive piece during post production. Mayor Stockton noted that the filming would be controlled by speech, so the Council needed to speak clearly into the microphones. Council would be provided training on microphone use.

Mr. Sprouls stated that the cameras were networked and would be recording all of the time. Some could be added for the City's camera network which the Police Department's viewing.

Mayor Stockton thanked staff for their efforts. Citizens could watch meetings in the comfort of their home. He believed same assisted with transparency.

#### **5. ADJOURNMENT**

No motion was noted. Meeting adjourned at 6:55 p.m.

**CITYOF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor  
for Stephen Stockton, former Mayor

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Cherry L. Lawson, City Clerk  
for Tracey Cover, former City Clerk



**SUMMARY MINUTES OF THE  
WORK SESSION CITY COUNCIL MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, FEBRUARY 13, 2012; 6:15 P.M**

The Council convened in Work Session in the Council Chambers, City Hall Building, at 6:15 p.m., Monday, February 13, 2012.

**1. CALL TO ORDER**

The Meeting was called to order by Mayor Pro-tem Schmidt who directed the City Clerk to call the roll and the following members answered present:

**2. ROLL CALL**

Aldermen: Judy Stearns, Bernard Anderson, Steven Purcell, Karen Schmidt, Jim Fruin, David Sage (arrived: 6:17 PM), Rob Fazzini, Mboka Mwilambwe, Jennifer McDade (arrived: 6:16 PM), and Mayor Stephen Stockton (arrived: 6:16 PM).

Staff Present: David Hales, City Manager; Craig Cummings, Water Director, Alex McElroy, Technical Assistant and Tracey Covert, City Clerk

**3. DISCUSSION TOPIC**

- A. Intergovernmental Agreement Regarding Clinton Landfill Permit Application to Accept Polychlorinated Biphenyl's (PCBG) and Sanitary Sewer Laterals Replacement Update.

Mr. McElroy stated City staff had attended consortium meetings and noted legal challenges. The Illinois Environmental Protection Agency (IEPA) has already issued a permit. The United States EPA must also issue a permit, as there has not been a decision provided to this date. He reviewed the consortium membership stating each member would make a financial contribution to cover the cost of the legal challenge. The City would be responsible for 23.2% of this cost. The percentage of total fee was based upon population. He estimated the cost for preliminary investigation at \$2,900. The consortium had retained two (2) attorneys to address procedural issues. There had been discussion regarding a sole source dedication for the Mahomet Aquifer, (MA). This dedication would prevent the disposal of PCBG. However, the impact of this dedication was larger than disposal prevention. Mr. McElroy, staff is seeking direction from Council on this matter, and stated Mr. Cummings has provided a list of pros and cons.

Mr. Hales stated, aquifer protection was key. Questions had been raised on whether the current design met federal guidelines. The consortium was awaiting US EPA approval. The City of Clinton and DeWitt County would not join the consortium as this proposal represented a

revenue source. If the City decided to join the consortium, it would be the second largest body to join. The list that Mr. Cummings has prepared has good information. The goal was not leaks, and noted the level of safeguards needed which included the design, monitoring for the site, and data collection at same. He believed that there were compelling reasons for the US EPA to take issue with the IEPA's decision. The City could decide to join the consortium at a later date. If the EPA approves this request, the true cost of a legal challenge was unknown. The City could take a wait and see approach. The City could wait for the US EPA's decision and review the reason for the same, and then reach a decision to join the consortium. The City is a member of the Mahomet Aquifer Consortium. The City could select a neutral stance at this time.

Alderman Fazzini referred to the Intergovernmental Agreement Regarding the Clinton and Fill Permit Application to Accept PCBG (see page 2). He cited the original members and noted that Champaign County was listed but not McLean County. He questioned whether McLean County would be joining the same.

Mr. Cummings, stated the members of this consortium were reliant upon the MA. Mr. Hales, the Town of Normal was reliant upon underground wells for its water. He added that a private water company served Champaign County. Mr. Cummings restated that McLean County had not joined as of this date.

Alderman Schmidt questioned whether there was a middle ground. Mr. Hales stated that City staff had attended all meetings as the City may one day rely upon the MA.

Alderman Purcell stated that he believed testing for PCBG was relatively easy. Mr. Cummings responded that it was. PCBG were durable molecules. They tended to stay put. The landfill would have been a ground water monitoring system. Due to environmental regulations, the number of landfills which can accept PCBG was limited. He had visited this landfill. The system had been up starting at 100' below grade.

Alderman Mwilambwe inquired about immediate actions. He also inquired of actions that could be taken while waiting on the US EPA. Mr. Hales noted that the time for public comment was closed.

Alderman McDade recommended that information be placed on the City's website, as she believes there are water table issues. She also cited Champaign's concerns. This information needed to be shared with the public at large. Mr. Hales added that scientific data was available at the IEPA. If the US EPA approved the application, there would be an opportunity to challenge. She stated that PCBG not be disposed of over the water supply.

Alderman Stearns stated, the City's water sources, (Lake Evergreen and Bloomington) were reservoirs. A reliable water supply was important. The MA is a possible future City water source. She supported joining the consortium. This would be a proactive approach. She cited intergovernmental cooperation.

Mr. Hales stated, a majority of the Council supported joining the Intergovernmental Agreement. He presented the option of setting this item aside. City staff would continue to

attend meetings. The City would await the US EPA ruling and learn of the group future action plan. The City would not be closing the door on this item, and expressed his concern of the true cost of an appeal as it worked its way through the court system. He stated that this item would be placed on the March 12, 2012 Regular City Council Meeting Agenda.

**4. Adjournment**

No motion was reported. Meeting adjourned at 7:00 PM.

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor  
for Stephen Stockton, former Mayor

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Cherry L. Lawson, City Clerk  
for Tracey Covert, former City Clerk

**SUMMARY MINUTES OF THE WORK SESSION MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, MARCH 14, 2011; 5:40 P.M.**

The Council convened in Work Session in the Council Chambers, City Hall Building, at 5:40 p.m., Monday, March 14, 2011.

**1. Call to Order**

The Meeting was called to order by Mayor Stockton who directed the City Clerk to call the roll and the following members answered present:

**2. Roll Call**

Aldermen: Judy Stearns, Bernard Anderson, Steven Purcell, Karen Schmidt, Jim Fruin, Jennifer McDade, John Hanson, and Mayor Stephen F. Stockton.

Staff Present: David Hales, City Manager, Tim Ervin, Finance Director, and Tracey Covert, City Clerk.

Others Present: Todd Krzyskowski, Managing Director and Kate Bowden, Analyst, Mesirow Financial and Lynda Given, Bond Counsel, Chapman and Cutler.

**3. Refinance US Cellular Coliseum (USCC) Taxable Bonds**

Mr. Hales introduced Todd Krzyskowski, Managing Director, Mesirow Financial and stated he came before the Council once before in 2009. The goal was to improve cash flow and lower costs. Staff has reviewed long term debt and taxable bonds which had been issued. The City had five (5) years of actual experience. It was time to take a fresh look at refunding taxable bonds. The City had retained Chapman & Cutler as bond counsel to evaluate this issue. The refinancing would be complex and unique. The Council would be walked through a thirty (30) minute presentation regarding the financial and legal issues.

Mr. Ervin noted the City's history with Mr. Krzyskowski and Mesirow Financial.

Mr. Krzyskowski stated Council needed to take decisive action by shortening the term and lowering the debt. He anticipated that there would be good economic results. He noted the Council's policy adoptions, (budget and expenditure control). The City has improved its credit rating. This will result in better (lower) interest rates. The refunding would be a part of the process.

Mr. Krzyskowski had prepared and provided to Council a handout entitled, "*The Continuing Path to Fiscal Strength Interest Cost Savings Opportunities for the City's Coliseum Bonds*". He noted that there are five (5) steps to the process, 1.) Understanding rating agency

Summary Minutes of the Work Session Meeting

Of the City Council

March 14, 2011; 5:40 PM

1 | Page

standpoint; 2.) Implement short term tactics; 3.) Revenue and Expenses; 4.) Long and short-term planning; and 5.) Monitoring and contingency planning. That he was providing this information to Council so that it has a better understanding of its credit rating, are better able to make disciplined decisions, receive accurate data, and revenues and expenditures must be balanced. He stated the interest rates favorable at this time.

Council must manage its affairs. There were events that the City had no control over. These events can have an impact on the City's financial life. The City must have liquidity. He stressed that the City's credit rating mattered. He noted the City's current rating A stable (Moody's, S & P and Fitch). The City was doing the right thing. There has been recognition in the marketplace. He encouraged the Council to execute the refunding plan. The results should be lower interest rates and a shortened amortization. He noted that there were different refunding mechanisms. He believed that reinvestment rates would be too low. An interest swap was not in the City's best interest. Bonds would be purchased on the secondary market. He believed that there would be an interest cost reduction from six percent (6%) to two to three (2-3%) percent from taxable to tax exempt.

He encouraged Council to focus on the graph located on page 11 of his handout. It compared the current rates versus the current tax exempt rates. He described the graph contained on page 12 as complicated, (A Successful Repurchase of Coliseum Bonds in the Taxable Market Can Produce Greater than a Traditional Advance Refunding Coliseum Bonds via the Refunding (see page 13) had been prepared with staff's input. Debt would be accelerated over time. The Council would set a target for debt service. Comparing an In-Place vs. Accelerated Refunding Structure Illustrates the Additional Savings Captured in Steep Yield Curve Environment, (see page 14) addressed the decision to reduce the term. There was no change to \$1.1 million. \$4.9 million would be accelerated.

Mr. Krzyskowski addressed page 15, (The City Can Achieve Cost Savings of Over \$1 Million through an In-place Uniform Bank Qualified Repurchase Refunding of \$10 Million Coliseum Bonds). He noted that the purple bars documented outstanding debt. He restated that a repurchase with accelerated repayment would result in favorable interest rate, (see page 16, The City Can Reduce its Interest Cost by Over \$4.9 Million through an Accelerated, Bank Qualified Repurchase Refunding of \$10 Million Coliseum Bonds.)

The mechanics behind a successful repurchase refunding were contained on pages 18 & 19. These Pages contain the steps needed to complete the process. The one unknown was the current bond holders' willingness to sell the bonds back to the City.

Mr. Hales noted that an ordinance must be passed first then the City could begin outreach.

Lynda Given, Chapman & Culter, addressed the Council. The ordinance would start the process. It would authorize her and Mr. Krzyskowski to take action. The parameters of the ordinance set limits. The City would publish a notice of its intent to repurchase. There were three (3) goals maximum principle, maximum interest rate and maximum tax level. This was the only action required by the Council. The results would be reported back to the Council. She

noted the time due to the April 5, 2011 election. She cautioned that one Council could not speak for another. She addressed how tax exempt basis would result in savings. It is a privilege from the federal government for government facilities. She noted that there was a private corporation involved with this public facility. Extensive analysis was performed on the USCC operations. There was a two (2) pronged test: private use and private payment. Some of both were allowed. Too much of both means that the City would fail the test.

Ms. Given addressed private use. There were five (5) contracts with private parties. She cite same. She had researched the fit with the IRS (Internal Revenue Service) rules. USCC had private use. Private payment was a question of profit, (revenue versus expenses). Profit might be used to pay the bonds. She had worked with Sikich, (City's outside auditor.) Currently, revenue was not in excess of expenditures. Any profit could be applied to taxable bonds. There would be \$15 million remaining in taxable bonds. Currently, there was insufficient revenue to cover all costs. An additional \$1 million in revenue would be needed. The numbers viewed were described as extreme. She was ready to proceed with the tax exempt financing.

Ms. Givens addressed the feasibility study stating, that the last report was completed in 2004. The feasibility (revenue/expenditure) report had been updated. She recommended that the City bring in an outside expert.

Mr. Hales added one aspect – higher debt service and long term financial plan. Mr. Ervin noted the accelerated payment (ten years). He cited the increase transfer from the General Fund to debt service, (\$400,000). He noted that in 2015 ERI (Early Retirement Incentive) payments would drop off. These payments would total \$2 million per year. The City would need \$500,000 per year for USCC debt. Mr. Hales noted the initial increase to debt service. He cited the current climate, and addressed the state's fiscal crisis. Mr. Ervin informed the Council that a bond premium was being added to all Illinois Municipal Bonds. In 2020, under the current financing, the City would only have paid off \$3 million in principal. This refinancing plan would result in \$13 million being paid towards principal.

Mayor Stockton cited two (2) benefits: interest rate differential and repayment acceleration. He questioned the feasibility report. Ms. Given noted that the study had been completed by an independent consultant. Operations as the USCC had been reviewed. Similar facilities were looked at and projections were made, (revenue and expenditures).

Mayor Stockton questioned assurances to City leaders. Ms. Given noted the City's planning purposes. She addressed the USCC financial picture. Mayor Stockton questioned whether the bonds were callable. She responded not until 2014. Mr. Krzyskowski added that a small premium would be paid. The City would own the bonds. These bonds would be cancelled and replaced with new lower interest rate bonds.

Alderman Schmidt thanked Ms. Given for the clear explanation. She noted the feasibility study. The only negative was the timing. Ms. Given believed that this action should be done. The USCC had been open for seven (7) years. The City could look at this again. She was unsure how material the report would be to the investor. General Obligation bonds were tied to the City's taxing authority.

Mr. Hales stated, the City has five (5) years of operations. There are limits. The City's outlook for the next five (5) years needs to be realistic. The USCC must operate in the real world – the competitive marketplace. He cited the national recession. The USCC needed to be a part of the City's long term financial plan. The City would benefit from outside viewpoints/insights.

Alderman Hanson questioned the possibility of the state filing for bankruptcy. He cited hyper-inflation. Mr. Krzyskowski noted the reduced interest rate and principle pay back. The City would accelerate debt repayment. This was a short term sacrifice. He questioned whether the City's liquidity level would be impaired. He believed that the dollar amount was modest. Quicker reduction of debt level would be viewed as a positive.

Alderman Purcell questioned the time and line payment. He questioned where the dollars would come from and the relationship of these bonds to the City's other bond issues. Ms. Given noted that there would be fewer dollars from the General Fund needed to cover bond payments. She referred Council to page 19 of the handout (Repurchase-Refunding Opportunities Are Market Driven and Must be Executed promptly and with Precision), stating that the City is currently at week two (2). The total time allotted was seven (7) weeks.

Alderman Purcell questioned the City's payment to Chapman and Cutler. Ms. Given noted that there would be a fixed fee as part of the bond issue. She had not looked at the same. One component would be the size of the issue from the bond proceeds.

Alderman Purcell stated that \$29 million in bonds would be paid off in 2020. Mr. Krzyskowski reminded the Council that the total bonded debt was \$29 million. The City would refunding \$10 million by 2020. Alderman Purcell noted that there would still be an outstanding balance. He questioned refinancing other bonds at a future date. He added that there were bond issues running concurrently.

Alderman Fruin cited the potential for a lower interest rate. This proposal appears to be appealing, and cited the state's financial condition. He questioned whether there would be any adjustment to sales tax revenue, and addressed the City's bond rating. He questioned whether there would be local interest in the bond purchase, and inquired as to who the bonds would be sold to. Mr. Krzyskowski stated, these bonds would be for \$10 million and be qualified and tax exempt. Bids would be taken from throughout the Midwest. There would be an income tax incentive for banks.

Alderman Stearns left the meeting at 6:43 PM.

Alderman Hanson noted the level of trust in state government. He believed that there was a downside to refinancing. Mr. Krzyskowski compared the City's credit rating to that of the state. He stated, recent state income tax increase did not result in a credit rating upgrade. He believed that the market was looking for expense austerity. There was no downside to entering the market at this time. The state's credit rating would be unknown.

Mayor Stockton noted that in terms of risk, the City would be refunding bonds with unfavorable terms. The City would set the rate. He cited the City's good recovery and stated that it is his hope that the City cash flow issues would not repeat themselves. The ERI (Early Retirement Incentive) payments would end soon. There are some risk but he believed that the City was on its way back. He added that the state might end its Local Government Distribution Funds, (LGDF) and sales tax payments. Such action would create hardship, and it was unlikely and unmanageable.

Ms. Givens stated, the issue was dollars placed towards taxable bonds. Profits must in excess of \$1 million for there to be a potential problem. There were options such as 1.) Refinance taxable bonds; 2.) Renegotiate contracts; and 3.) Increase expenses. She addressed the need for a feasibility report (an independent assessment.).

Mayor Stockton addressed private use/private payment. The City would need to address all five (5) contracts.

Mr. Hales noted the time spent on this issue. The Coliseum was a significant asset. The building was five (5) years old. The City will need to make reinvestments/upgrades. The larger bond payments were further out. The City would make expenditures/investments in the facility. The staff was competitive. Another option is to lay this item over until March 28, 2011. The City could not do any outreach to the investors. This item involved a lot of money. It would be a complex transaction. Mr. Krzyskowski stated, if the City waited an additional two (2) weeks, that it would be difficult to complete the refinancing by May 2011.

Mayor Stockton stated that there were alternatives from no action to laying this item over.

Alderman Hanson stated his comfort with this item. This was not the City's first bond refinancing. He expressed his confidence in the team.

Mayor Stockton noted that two (2) Council members were absent.

Alderman Fruin referred to the Council memo, and expressed his belief that this is the right thing to do.

Mr. Hales stated that the City's finances had showed significant improvement. This action would result in significant savings and was a part of the City's long term financial plan. He noted that six (6) council members were present who offered their support.

Mayor Stockton noted that there appeared to be Council consensus. He cited the Council's intention to use nay operating profit to pay off bonds. Alderman Purcell believed that this refinancing would start the clock on this process. Mr. Krzyskowski could make no guarantees regarding response. He was familiar with the market. He believed the results would be favorable.



Mr. Hales believed that there were other options beyond doing nothing or refunding. He believed that there was great value and benefit to refinancing. He recommended the same, and acknowledged the absence of two (2) council members. He recommended that Council amend its Regular Meeting Agenda by addressing this item first.

He reminded the Council that Budget Work Sessions were scheduled for Saturday, March 19 and 26, 2011. A Citizen's Budget Open House would be held on Tuesday, March 29, 2011 from 6:00 – 8:00 pm. Alderman McDade would be unable to attend on Saturday, March 19, 2011.

Alderman Sage arrived at 7:10 pm.

Mr. Hales noted other possible dates for Budget Work Session, Monday, March 21 and/or Monday April 4, 2011). He questioned the format that would work for the Council. He planned to start the General Fund.

Alderman Hanson questioned the format of the meeting. Mr. Hales recommended that the Council focus on general issues such as services provided. Department reviews should be limited to five (5) minutes presentations. The Council should focus on the budget philosophy, financial highlights and fiscal strategy. He addressed the 2011 Action Agenda and budget resources. The Action Agenda was linked to the budget which addressed the Strategic Plan. Alderman Hanson expressed his preference for a global strategy.

Alderman Schmidt addressed the Citizen's Budget Open House. Mr. Hales noted that it would be similar to last year. Citizens would be able to raise fiscal/operational questions.

Mayor Stockton recommended that Budget Work Sessions begin with general philosophy and its application to specific departments. He requested that the Council reserve March 19, and 26, 2011 from 8:00 a.m. until 4:00 p.m.

There being no further business, the meeting adjourned at 7:22 pm.

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor  
Stephen Stockton, former Mayor

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Cherry L. Lawson, City Clerk  
for Tracey Covert, former City Clerk

**CONTINUATION OF COUNCIL RETREAT MEETING SESSION  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, DECEMBER 17, 2007; 4:40 PM**

**1. Call to order**

The Council convened in Regular Session-Continuation of Council Retreat in the Council Chambers, City Hall Building, at 4:40 p.m., Monday, December 17, 2007.

**2. Pledge of Allegiance to the Flag**

The meeting was opened by Pledging Allegiance to the flag followed by a moment of silent prayer.

**3. Remain Standing for a Moment of Silent Prayer**

Mayor Stockton requested those present to remain standing for a moment of silent prayer.

**4. Roll Call**

Mayor Stockton directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Steven Purcell, Jim Finnegan, Judy Stearns, Karen Schmidt, David Sage and Mayor Stephen F. Stockton.

Absent: Aldermen Jim Fruin, Kevin Huetten, and Allen Gibson

Staff present: Tom Hamilton, City Manager, Brian Brakebill, Deputy City Manager, Todd Greenburg, Corporate Counsel, Brian Barnes, Finance Director, City Clerk Tracey Covert, and other city staff were also present.

**5. Continuation of Council Retreat: City Vision, Strategic Planning and Goal Setting.**

Laural Manegre and Sherry Atteridge from Inside Results, LLC provided a presentation on Awareness, which was related to the retreat discussion. They spoke about long term visioning, retracting victim statements, similarity agreements, and foundational curriculum with expectations. We can make things happen with self-efficacy and there is a tie to leadership. Results are directly related to self-efficacy--we can improve thinking and improve results. We assist organizations that have the desire to transport and have to sustain constructive culture to improve bottom-line results. Change can be overwhelming and requires energy. If you withdraw, you can go back to old ways of doing things.

The Four (4) Steps of Growth:

1. Self-examination insights; Expectation – what is possible self-concept?
2. Change from within individual natural tendency to push back
3. Position change appropriately; be careful
4. Position change effectively, minimize resistance

Ms. Manegre noted that 21% of employees are engaged, while 38% of employees are only partially fully engaged. There is a link between engagement and financial performance. The number one (#1) element found to drive engagement is the extent to which employees believe management is sincerely interested in well-being. Only 10% of employees felt so, while over 50% felt “managed” and/or “treated as if they don’t matter.”

Other drivers to engagement are: a clear picture, including opportunities for career and career development and a reputation as a leader who strives for excellence in eyes of employees, customers, and world at large.

Some limiting beliefs from Leadership are that ideas can only come from top and that “we know best”. Employees can think that there is no place to move up and that “my opinion doesn’t matter”. The community may have fear of rejection, fear of the unknown, and feel that that items may cost too much. Children may feel like they need to be like others and that is not always achievable. Ms. Manegre described the Particular Activity Beliefs System.

A Leader asks what is significant to me, puts goals first (and know what looking for), then finds through a filter. This behavior is tied to strategic planning.

Process:

- What is ideal?
- Why is it wanted
- Focus on the goal
- Invent the how
- What is significant to get through the filter?
- What are you looking for?

It is important to look at vision/big picture and celebrate (set) milestones as it builds energy.

The Model of Brain involves the conscience, subconscious, and creative subconscious. We make decisions on the future based upon past experiences. In order to change results, we have to change our minds first to change our behavior. In addition to these items, you also need to look at Organizational Effectiveness, Group Effectiveness, and Individual Effectiveness.

Everything below the conscious level is culture. Your culture should share beliefs and values and use them as guides. To identify culture, you need to look at the structures of City Administration, as well as staff and elected officials. There are generally two (2) types of culture: defensive (or inactive, reactive, nonadaptive) and constructive. Culture can be measured by Red, (aggressive/defensive/sarcasm), Green, (passive/defensive) and Blue (constructive). The goal is to shrink red/green and grow blue.

Leadership Style

	<b>Internal</b>	<b>External</b>
Individual	Potential to change	Behavior change
Organization	Culture	Social systems

You need to determine thought patterns that hold you back. What is your belief? Think positively and causatively. Visualize the ideal.

Mayor Stockton noted that it was difficult to find time to develop vision. He recommended that we ask staff to vision with the Council as the pusher and Staff as a guide for process. It needs to be a cooperative venture. City Manager Tom Hamilton suggested that specific things, such as “quality of life” can provide input and can begin dialogue. We need to look at: what are the priorities? Do we have the necessary resources? What is the timeline? Mayor Stockton agreed that we need to get vision, but need input.

Laural Manegre acknowledged that they need input from everyone. Look for talent that has collaborative and facilitative style that would satisfy needs. Be values based and transform culture to blue area.

Karen Schmidt, left 6:30pm

Mayor Stockton noted that City Manager Tom Hamilton would be discussing with staff and thanked Inside Results, LLC for their time and presentation.

No motion was recorded. Meeting adjourned 6:35pm.

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor  
for Steve Stockton former Mayor

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Cherry L. Lawson, City Clerk  
for Tracey Cover, former City Clerk

**SUMMARY MINUTES OF THE  
WORK SESSION CITY COUNCIL MEETING  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
THURSDAY, MARCH 7, 2002; 11:35 A.M.**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 11:35 a.m., Thursday, March 7, 2002.

**1. CALL TO ORDER**

The Meeting was called to order by Mayor Markowitz who directed the City Clerk to call the roll and the following members answered present:

**2. ROLL CALL**

Aldermen: Thomas Whalen, Michael Matejka, Michael Sprague, Jim Finnegan, Jim Fruin, Karen Schmidt, Rich Veitengruber, Joseph "Skip" Crawford, and Mayor Judy Markowitz

Staff: Tom Hamilton, City Manager, Tracey Covert, City Clerk and George Drye, Director of Engineering and Water

**3. ARENA**

Tom Hamilton, City Manager referred to the cash flow projection and noted that the project funding was \$8.5 million short. Efforts to reduce costs were underway.

Mr. Bill Johnston from Johnston Construction addressed Council. He provided a handout listing cost proposals by division, actions taken since February, and efforts to reduce costs.

Mr. Drye discussed permits, labor, salaries, and incidental items, addressed various fees, utilities, supplies/materials, and safety/security. Workers' Compensation coverage would be the responsibility of the contractors. The stadium would take a couple of years to complete.

In order to pour the concrete foundation, the site needed to be prepped. This included removing the current parking lot and two (2) feet of fill. The pre-cast structure was fire rated and would be built off-site and constructed on-site. This would be the most economical option that the building would be of steel construction. The roof would be a single ply membrane with a twenty (20) year guarantee. He noted that although this was a proven system, there would be leaks.

The current design would not be expandable, but a revised design could expand the stadium at an estimated cost of \$400,000. This expansion could add an additional one thousand (1,000) seats.

Mike Nelson from Central Illinois Arena Management (CIAM) spoke about scoreboards and video boards. He further discussed: equipment, furnishings, seating, corporate seating, suite seating, and a retractable inner level, which would make the center multipurpose. Regarding the ice rink, he spoke about the ice package, refrigeration, and insulation. Bill Johnston, Johnston Construction, noted that it could be a practice rink year round.

Mr. Johnson spoke about Heating, Ventilating, and Air Conditioning (HVAC) and electrical capabilities. He noted that the HVAC life expectancy was a 20/25 year cycle with five (5) year warranty. The building would be Americans with Disabilities Act (ADA) accessible. He also spoke about contingency and unknown/unforeseen problems.

Bill Johnston projected a potential income of \$100,000-\$200,000 from retail space. He noted that the facility could be leased, with the cost based on square feet. Tom Hamilton, City Manager noted that there would be 2,000 square feet of retail space. Mr. Hamilton noted that the goal was to break-even for the public skating rink. Mr. Nelson mentioned that sponsorships were to be available in both buildings, but no beer ads in public ice rink.

Mr. Johnston stated that they hoped to complete construction in a two (2) year window and start in the July/October part of the year. Mr. Nelson noted that hockey season was October through March and football season was from March to July. City Manager Tom Hamilton noted that sponsorships would go through the Council and Corporation Counsel.

Alderman Finnegan questioned revenue stream and bonds for the stadium. Mr. Hamilton noted that in addition to bonds, additional funding sources for the stadium could be a reduction of overall costs, revenue updates, and grants (infrastructure money). He would know of any State money available in the spring and could possibly request \$4-\$5 million dollars.

Mayor Markowitz believed the City would need to build the stadium as quickly as possible due to rise in building costs. She noted that the City needed to consider various funding sources.

#### **4. ADJOURNMENT**

No motion was reported. Meeting adjourned at 1:25 pm.

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor  
for Judy Markowitz, former Mayor

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Cherry L. Lawson, City Clerk  
for Tracey Covert, former City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$4,836,566.90.

**RECOMMENDATION/MOTION:** That the bills, payroll, electronic transfers and Procurement Cards be allowed in the amount of \$4,836,566.90, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$ (Payroll total \$2,198,969.06, Electronic Transfers total \$17,411.01, Accounts Payable total \$2,486,232.30, Procurement Cards total \$133,954.53).

Respectfully submitted for Council consideration.

Prepared by: Misty Shafer, Procurement Specialist

Reviewed by: Paulette Hurd, Chief Accountant

Recommended by:

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

David A. Hales, City Manager

**Attachment:**

- Bills, Payroll and Electronic Transfers on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org).
- Summary Sheet Bills, Payroll Report, and Electronic Transfers

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Motion: That the bills, payroll and electronic transfers be allowed in the amount of \$4,836,566.90, 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 Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

CITY OF BLOOMINGTON FINANCE REPORT							
Council of March 28, 2016							
<b>PAYROLL</b>							
<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>				
3/11/2016	\$ 207,552.04	\$ 74,770.84	\$ 282,322.88				
3/17/2016	\$ 1,287,005.63	\$ 351,753.27	\$ 1,638,758.90				
3/18/2016	\$ 203,648.95	\$ 74,238.33	\$ 277,887.28				
3/4/2016 - 3/18/2016	\$ -	\$ -	\$ -				
Off Cycle Adjustments			\$ -				
			<b>PAYROLL GRAND TOTAL</b>	<b>\$ 2,198,969.06</b>			
<b>ACCOUNTS PAYABLE</b>				<b>PCARD</b>			
<b>Date</b>	<b>Bank</b>	<b>Total</b>					
3/28/2016	AP General	\$ 2,016,974.98		2/1/16 - 3/1/16	\$	133,954.53	
	AP BCPA	\$ -		<b>PCARD GRAND TOTAL</b>	<b>\$</b>	<b>133,954.53</b>	
3/28/2016	AP Comm Devel	\$ 48,831.17					
	AP IHDA	\$ -					
3/28/2016	AP Library	\$ 25,499.16		<b>WIRES</b>			
3/28/2016	AP MFT	\$ 68,252.84		<b>Date</b>	<b>Total</b>		
3/10/16 - 3/18/16	Off Cycle Check Runs	\$ 326,674.15		2/29/2016	\$	17,411.01	
<b>AP GRAND TOTAL</b>			<b>\$ 2,486,232.30</b>	<b>WIRE GRAND TOTAL</b>	<b>\$</b>	<b>17,411.01</b>	
<b>TOTAL</b>						<b>\$</b>	<b>4,836,566.90</b>
				Respectfully,			
				Patti-Lynn Silva			
				Director of Finance			





CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7C

**FOR COUNCIL:** March 28, 2016

**SUBJECT:** Consideration of Approving Reappointments and Appointment to Various Boards and Commissions

**RECOMMENDATION/MOTION:** That Carole Ringer be reappointed to the Cultural District Commission, that Sherry Graehling be reappointed to the Historic Preservation Commission, that Suresh Krishna and Janet Lancaster be reappointed to the Human Relations Commission, that Julian Westerhout be reappointed to the Board of Library Trustees, that David Stanczak be reappointed to the Planning Commission, and that Teodora Amoloza be reappointed, and Ken Ota be appointed to the Bloomington-Normal Sister City Committee (Japan).

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

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

**BACKGROUND:** The Mayor of the City of Bloomington has nominated and I ask your concurrence in the reappointment of:

Cultural District Commission: Carole Ringer of 110 Hawthorne Lake Drive, Bloomington, Illinois 61704 to the Cultural District Commission. Her current three-year term will expire 4/30/16 and she is eligible for reappointment. Her third three (3) year term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

Historic Preservation Commission: Sherry Graehling of 1418 E Grove Street, Bloomington, Illinois 61701 to the Historic Preservation Commission. Her current four (4) year term will expire 4/30/16 and she is eligible for reappointment. Effective May 1, 2014, City Code Chapter 2: Section 31, terms of office are to be served as three (3) year terms. Her second (now 3-year) term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

Human Relations Commission: Suresh Krishna of 1408 Tralee Lane, Bloomington, Illinois 61704 to the Human Relations Commission. His current three-year term will expire 4/30/16 and he is eligible for reappointment. His second three (3) year term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

Janet Lancaster of 316 N Main Street, Bloomington, Illinois 61701 to the Human Relations Commission. Her current three-year term will expire 4/30/16 and she is eligible for reappointment. Her second three (3) year term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

Board of Library Trustees: Julian Westerhout of 816 E Monroe, Bloomington, Illinois 61701 to the Board of Library Trustees. Julian was appointed 5/26/15 to complete the unexpired three (3) year term previously held by Narendra Jaggi which will expire 4/30/16. Julian is eligible for reappointment. His three (3) year term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

Planning Commission: David Stanczak of 6 Buckhurst Ct., Bloomington, Illinois 61704 to the Planning Commission. His current four (4) year term will expire 4/30/16 and he is eligible for reappointment. Effective May 1, 2014, City Code Chapter 2: Section 31, terms of office are to be served as three (3) year terms. His second (now 3-year) term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

Bloomington-Normal Sister City Committee (Japan): Teodora Amoloza of 39 Breckenwood Court, Bloomington, Illinois 61704 to the Sister City Committee (Japan). Her current three (3) year term will expire 4/30/16 and she is eligible for reappointment. Her second three (3) year term will be effective 5/1/16 – 4/30/19. Application is on file in the Administration Office.

Ken Ota of 27 Lone Oak Court, Bloomington, Illinois 61705 to the Sister City Committee (Japan). He will be completing the unexpired term of Donald Necessary who resigned 11/2/15 and whose term expires 4/30/16. Ken's first three (3) year term will be effective immediately – 4/30/19. Application is on file in the Administration Office.

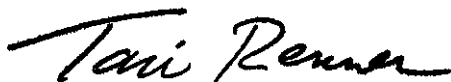
**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Mayor contacts all recommended appointments.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration for approval.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner  
Mayor

**Attachments:** Roster

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Motion: That Carole Ringer be reappointed to the Cultural District Commission, that Sherry Graehling be reappointed to the Historic Preservation Commission, that Suresh Krishna and Janet Lancaster be reappointed to the Human Relations Commission, that Julian Westerhout be reappointed to the Board of Library Trustees, that David Stanczak be reappointed to the Planning

Commission, and that Teodora Amoloza be reappointed, and Ken Ota be appointed to the Bloomington-Normal Sister City Committee (Japan).

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

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

## Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Ward				
x		Ryan	Huette	04/30/18	05/11/15	2015	<a href="mailto:rvanh@nuway.com">rvanh@nuway.com</a>	1502 Kickapoo Creek Rd.	Bloomington	61705	8				
x		Angelique	Racki	04/30/17	02/08/16	2016	<a href="mailto:breakingchains116@gmail.com">breakingchains116@gmail.com</a>	322 E Mulberry St	Bloomington	61701	4				
x		Tricia	Stiller	04/30/16	08/24/15	2015	<a href="mailto:triciastiller@msn.com">triciastiller@msn.com</a>	305 W Monroe #5	Bloomington	61701	6				
x		Roger	Elliott	04/30/16	05/13/13	2007	<a href="mailto:relliott@elliottcapital.com">relliott@elliottcapital.com</a>	212 Doud Dr	Normal	61761					
x		Sherry	Galbreath	04/30/18	04/13/15	2012	<a href="mailto:galbreathsherry@gmail.com">galbreathsherry@gmail.com</a>	3 Mallard Ct	Bloomington	61704	3				
x		Matthew	Giordano	04/30/18	04/13/15	2012	<a href="mailto:matthew_a_giordano@hotmail.com">matthew_a_giordano@hotmail.com</a>	2 Turtleback Ct	Bloomington	61705	2				
x		Neeraj	Joshi	04/30/16	10/14/13	2013	<a href="mailto:njoshi2@slu.edu">njoshi2@slu.edu</a>	1 Ashling Ct	Bloomington	61704	3				
x		Mike	Kerber	04/30/16	05/13/13	2009	<a href="mailto:mkerber44@gmail.com">mkerber44@gmail.com</a>	1014 Broadway Ave	Normal	61761					
x		Jessielee	Hinshaw	04/30/18	06/08/15	2015	<a href="mailto:jessieleeb@hotmail.com">jessieleeb@hotmail.com</a>	1410 Fell Avenue	Bloomington	61701	4				
x	REAPPLIED	Carole	Ringer	04/30/16	05/13/13	2010	<a href="mailto:carole.ringer@gmail.com">carole.ringer@gmail.com</a>	110 Hawthorne Lake Dr	Bloomington	61704	3				
x		Karen	Schmidt	04/30/17	05/12/14	2008	<a href="mailto:karen@1201.com">karen@1201.com</a>	409 E Grove	Bloomington	61701					
x	Chair	Vicki Lynn	Tilton	04/30/18	02/23/15	2012	<a href="mailto:vltfx@fox-n-hounds.com">vltfx@fox-n-hounds.com</a>	200 W Monroe, #501	Bloomington	61701	6				
x		Kiasha	Henry	04/30/18	07/27/2015	2015	<a href="mailto:kiashah@hotmail.com">kiashah@hotmail.com</a>	702 W Mill Street	Bloomington	61701	6				
x		Jamie	Mathy	04/30/17	05/12/14	2014	<a href="mailto:jamie.mathy@mavidea.com">jamie.mathy@mavidea.com</a>	611 E Washington	Bloomington	61701	1				
	Staff	Jay	Tetzloff				<a href="mailto:jtetzloff@cityblm.org">jtetzloff@cityblm.org</a>								434-2825
	Staff	Tina	Salamone				<a href="mailto:tsalamone@cityblm.org">tsalamone@cityblm.org</a>								434-2764
	Staff	Brandy	Maloney				<a href="mailto:bmaloney@cityblm.org">bmaloney@cityblm.org</a>								434-2785

**Details:**

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 14 members

Number of members the Mayor appoints: 14

Type: Internal

City Code: Chapter 2, Section 81

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 2nd Thurs of each month at 7:30am - Creativity Center Conference Room

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 5

Number of Expired Board Members Eligible for Reappointment: 4

**Appointment/Reappointment Notes:**

## Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Ward	Email	Street	City	Zip					
x		Ann	Bailen	04/30/18	04/13/15	2015	4	<a href="mailto:bailenann@gmail.com">bailenann@gmail.com</a>	1406 N Clinton Blvd	Bloomington	61701					
x		Levi	Sturgeon	04/30/17	04/14/14	2014	3	<a href="mailto:levisturgeon7@gmail.com">levisturgeon7@gmail.com</a>	1008 Old Farm Rd	Bloomington	61704					
x	Chair (2/18/16)	Brad	Williams	04/30/17	12/09/13	2006	1	<a href="mailto:baw613@gmail.com">baw613@gmail.com</a>	613 E. Grove	Bloomington	61701					
x		Lea	Cline	04/30/17	02/22/16	2016	6	<a href="mailto:lkcline@ilstu.edu">lkcline@ilstu.edu</a>	931 W MacArthur	Bloomington	61701					
x		John	Elterich	04/30/17	10/14/13	2009	6	<a href="mailto:jelterich@msn.com">jelterich@msn.com</a>	409 E. Grove	Bloomington	61701					
x		Dustin	Cawley	04/30/17	02/22/16	2016	4	<a href="mailto:dustycawley@gmail.com">dustycawley@gmail.com</a>	1411 N Clinton Blvd	Bloomington	61701					
x	Vice Chair (2/18/16)	Sherry	Graehling	04/30/16	09/10/12	2012	4	<a href="mailto:jgsonline@aol.com">jgsonline@aol.com</a>	1418 E. Grove St	Bloomington	61701					
	Staff	Mark	Woolard						109 E Olive St	Bloomington	61701					

**Details:**  
 Term: 4 years (3 years as of 5/1/14)  
 Term Limit per City Code: 3 terms/9 years  
 Members: 7 members  
 Number of members the Mayor appoints: 7  
 Type: Internal  
 City Code:  
 Required by State Statute: No  
 Intergovernmental Agreements:  
 Funding budgeted from COB for FY2014:  
 Meetings: 3rd Thurs of each month at 5:00pm - Blm Council Chambers

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

**Appointment/Reappointment Notes:**

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## Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	City	Zip					
x		Kiran	Konam	04/30/17	07/28/14	2014	8	<a href="mailto:gokiran9@yahoo.com">gokiran9@yahoo.com</a>	7 Tralee Ct	Bloomington	61704					
x		Odemaris	Sibaja	04/30/17	10/12/15	2015	6	<a href="mailto:odemarismancilla@4rkids.org">odemarismancilla@4rkids.org</a>	605 W Oakland Ave	Bloomington	61701					
x		Gary	Hoover	04/30/17	04/14/14	2014	5	<a href="mailto:ghoover158@aol.com">ghoover158@aol.com</a>	2610 #2 Rainbow Ave	Bloomington	61704					
x		Leslie	Clay	04/30/18	09/28/15	2015	9	<a href="mailto:leslie_clay9@yahoo.com">leslie_clay9@yahoo.com</a>	3016 Wisteria Lane	Bloomington	61704					
x	Chair	Rhonda	Smith	04/30/17	03/24/14	2011	3	<a href="mailto:ebonye05@comcast.net">ebonye05@comcast.net</a>	2 Rock Garden Ct, Duplex #1	Bloomington	61704					
x	REAPPLIED	Suresh	Krishna	04/30/16	05/28/13	2013	8	<a href="mailto:sureshkrishna.usa@gmail.com">sureshkrishna.usa@gmail.com</a>	1408 Tralee Lane	Bloomington	61704					
x	REAPPLIED	Janet	Lancaster	04/30/16	05/28/13	2013	6	<a href="mailto:bistromama@aol.com">bistromama@aol.com</a>	316 N Main	Bloomington	61701					
	Staff	Nicole	Albertson					<a href="mailto:naibertson@cityblm.org">naibertson@cityblm.org</a>	109 E. Olive St	Bloomington	61701					434-2468

**Details:**

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 2nd Wed of each month at 6:00pm - Council Chambers

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 2

Number of Expired Board Members Eligible for Reappointment: 2

**Appointment/Reappointment Notes:**

## Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Ward	Email	Street	City	Zip					
x		Alex	Cardona	04/30/17	8/10/15	2015	8	<a href="mailto:alex.g.cardona@gmail.com">alex.g.cardona@gmail.com</a>	3217 Suffolk Way	Bloomington	61704					
x		Susan	O'Rourke	04/30/17	4/28/14	2014	9	<a href="mailto:emeraldcoaching@aol.com">emeraldcoaching@aol.com</a>	2613 Kolby Ct	Bloomington	61704					
x		Van	Miller	04/30/16	2/23/15	2015	7	<a href="mailto:yan.c.miller@gmail.com">yan.c.miller@gmail.com</a>	5 Ridgewood Ter	Bloomington	61701					
x	President	Carol	Koos	04/30/18	4/13/15	2015	4	<a href="mailto:Carolkoos12@gmail.com">Carolkoos12@gmail.com</a>	305 Woodland Ave	Bloomington	61701					
x		Michael	Raikes	04/30/18	4/13/15	2015	4	<a href="mailto:mike@ibew197.org">mike@ibew197.org</a>	1520 N Clinton Blvd	Bloomington	61701					
x	REAPPLIED	Julian	Westerhout	04/30/16	5/26/15	2015	4	<a href="mailto:westerhout@gmail.com">westerhout@gmail.com</a>	816 E Monroe	Bloomington	61701					
x		Whitney	Thomas	04/30/17	4/14/14	2014	6	<a href="mailto:whitneythomas86@gmail.com">whitneythomas86@gmail.com</a>	1404 W Elm St	Bloomington	61701					
		Robert	Porter	04/30/18	4/27/15	2015	4	<a href="mailto:rporter@cwlawoffice.com">rporter@cwlawoffice.com</a>	702 S Moore St.	Bloomington	61701					
x		Emily	Kelahan	04/30/16	5/13/13	2013	6	<a href="mailto:ekelahan@gmail.com">ekelahan@gmail.com</a>	401 E Grove St	Bloomington	61701					
	Staff															

**Details:**

Term: 3 years  
 Term Limit per City Code: 3 terms/9 years  
 Members: 9 members  
 Number of members the Mayor appoints: 9  
 Type: Internal  
 City Code: Chapter 25, Section 3, Section 7  
 Required by State Statute: Yes  
 Intergovernmental Agreements:  
 Funding budgeted from COB for FY2014:  
 Meetings: 3rd Tues of each month at 5:00pm - Library Quiet Reading Room  
 Number of Vacancies: 0  
 Number of Expired Board Members (Blm Appointments only): 3  
 Number of Expired Board Members Eligible for Reappointment: 3

**Appointment/Reappointment Notes:**

## Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	City	Zip						
x	Southeast	Josh	Barnett	04/30/18	02/09/15	2015	8	<a href="mailto:Barnett.Josh.W@gmail.com">Barnett.Josh.W@gmail.com</a>	55 Brookshire Green	Bloomington	61704						
x	Vice Chair/Southeast	J. Alan	Balmer	04/30/18	04/13/15	2011	3	<a href="mailto:jbalmr@betadigm.com">jbalmr@betadigm.com</a>	16 Fountain Lake Court	Bloomington	61704						
x	Southeast	David	Stanczak	04/30/16	09/10/12	2012	8	<a href="mailto:dlt1202@yahoo.com">dlt1202@yahoo.com</a>	6 Buckhurst Ct	Bloomington	61704						
x	Southeast	Ryan	Scritchlow	04/30/17	01/14/13	2013	1	<a href="mailto:rsctch@hotmail.com">rsctch@hotmail.com</a>	1005 S. Maple	Bloomington	61701						
x	Southeast	Megan	Schubert	04/30/18	04/13/15	2015	1	<a href="mailto:megschub@gmail.com">megschub@gmail.com</a>	3115 Rudder Lane, #208	Bloomington	61704						
x	Southwest	Christopher	Cornell	04/30/17	10/14/13	2013	2	<a href="mailto:christophercornell@gmail.com">christophercornell@gmail.com</a>	2605 Binghamton Ln	Bloomington	61705						
x	Southwest	Rex	Diamond	04/30/16	04/23/12	2012		<a href="mailto:rexdiamond@comcast.net">rexdiamond@comcast.net</a>	2915 Fox Creek Rd	Bloomington	61705						
x		Kevin	Suess	04/30/17	04/14/14	2014	4	<a href="mailto:kevinsuess@gmail.com">kevinsuess@gmail.com</a>	113 Kreitzer	Bloomington	61701						
x	Northeast	John	Protzman	04/30/17	08/25/14	2014	9	<a href="mailto:protz99@msn.com">protz99@msn.com</a>	2913 Southfork Rd	Bloomington	61704						
x	Northeast	James	Pearson	04/30/18	04/13/15	2011	9	<a href="mailto:jpear764@aol.com">jpear764@aol.com</a>	14 Hearthstone Ct	Bloomington	61704						
	Staff	Katie	Simpson					<a href="mailto:ksimpson@cityblm.org">ksimpson@cityblm.org</a>	115 E Washington St	Bloomington	61701						
	Staff	Mary	Sellmeyer						110 E Olive St	Bloomington	61701						

**Details:**  
 Term: 4 years (3 years as of 5/1/14)  
 Term Limit per City Code: 3 terms/9 years  
 Members: 10 members  
 Number of members the Mayor appoints: 10  
 Type: Internal  
 City Code:  
 Required by State Statute: No  
 Intergovernmental Agreements: None  
 Funding budgeted from COB for FY2014: None  
 Meetings: 2nd and 4th Wed of each month at 4:00pm - Council Chambers

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

**Appointment/Reappointment Notes:**

									2103 Woodfield	Bloomington	61704	663-1194						Not eligible
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## Japanese Sister City Committee

Blm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	Zip				
x		Robert	Harrison	04/30/17	04/14/14	2014	9	<a href="mailto:harrison@unit5.org">harrison@unit5.org</a>	2810 Greenfield Rd	61704				
x		Steven	Campbell	04/30/17	04/14/14	2014	7	<a href="mailto:smc8891@comcast.net">smc8891@comcast.net</a>	10 Marvin Gardens	61701				
x	REAPPLIED	Teodora	Amoloza	04/30/16	05/28/13	2013	8	<a href="mailto:tamoloza@iwu.edu">tamoloza@iwu.edu</a>	39 Breckenwood Ct	61704				
x	resigned	Donald	Necessary	04/30/16	01/14/13	2013	7	<a href="mailto:dnldnecessary@gmail.com">dnldnecessary@gmail.com</a>	912 N Madison St, #2	61701				
x	resigned 6/15	Bob	Clary	04/30/2017	12/22/08	2008		<a href="mailto:Bob.Clary@bnsistercities.org">Bob.Clary@bnsistercities.org</a>	3211 Winchester					
x	Chair	Harriett	Steinbach	04/30/17	06/09/08	2008	4	<a href="mailto:harriett.steinbach@bnsistercities.org">harriett.steinbach@bnsistercities.org</a>	511 E Market St	61701				
x		Sanae	Ferrier	04/30/16		2010	3	<a href="mailto:sanaesekiuchi@hotmail.com">sanaesekiuchi@hotmail.com</a>	2708 Brunswick Dr	61704				
x		Cindy	Hansen	04/30/18	07/13/15	2009		<a href="mailto:dwright_hansen@hotmail.com">dwright_hansen@hotmail.com</a>	422 Standish Dr	61704				
x		Noha	Shawki	04/30/18	04/13/15	2015	4	<a href="mailto:nshawki@julian-noha.org">nshawki@julian-noha.org</a>	816 E Monroe	61701				
x		Catrina	Murphy	04/30/18	05/11/15	2014	1	<a href="mailto:catrina.murphy79@gmail.com">catrina.murphy79@gmail.com</a>	1219 S Mason	61701				

**Details:**

Term: 3 years  
Term Limit per City Code: 3 terms/9 years  
Members: 20 members  
Number of members the Mayor appoints: 10 (10 appointed by Normal)  
Type: Multi-Jurisdictional  
City Code:  
Required by State Statute: No  
Intergovernmental Agreements:  
Funding budgeted from COB for FY2014:  
Meetings: 1st Monday of each month, 6:30pm in the CIRA Community Room

Number of Vacancies: 2  
Number of Expired Board Members (Blm Appointments only): 2

**Appointment/Reappointment Notes:**



**CONSENT AGENDA ITEM NO. 7D**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving an amendment to the Community Garden Land Lease Agreement.

**RECOMMENDATION/MOTION:** That the amendment to the land lease agreement 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 5.C. Incorporation of “Green Sustainable” concepts into City’s development and plans; Objective 5.D. Appropriate leisure and recreational opportunities responding to the needs of the residents.

**BACKGROUND:** For many years the Parks, Recreation and Cultural Arts Department has managed a community gardens program. The program originated at Sunnyside Park then moved to Rollingbrook Park and for the last several years it has been located at the corner of Hershey Road and Ireland Grove Road. An original lease agreement with Sunrise Co., LLC covered May 15, 2008 through October 31, 2009. Since the original agreement two-year lease amendments have been approved for years 2010-11, 2012-13, and 2014-2015. There are no changes to the original lease and both parties are interested in extending the lease for two additional years to October 31, 2017 at the cost of \$1.00 per year.

Park Maintenance stakes out boundaries to create thirty-seven (37) 30’ x 30’ garden plots, and eight (8) 30’ x 15’ plots that are rented to citizens on an annual basis. Rentals are handled in the Parks, Recreation and Cultural Arts administrative offices on a first-come, first-served basis on or about April 1<sup>st</sup> of each year. Additional services provided by Park Maintenance include Spring till to prepare plots for planting, water (paid for in the Park Maintenance budget), a portable toilet and fall tilling after harvest. Renters are responsible for all other maintenance items for their plot. 30’ x 30’ plots rent for \$50 while 30’ x 15’ plots rent for \$25 annually. All forty-five (45) plots are reserved almost every year.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Sunrise Co., LLC

**FINANCIAL IMPACT:** Funding for the lease is included in the FY 2017 Proposed Budget under Parks Maintenance - Other Purchased Services account (10014110-70690). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled “Overview & General Fund Budget” on page 183.

<b>Annual Revenues</b>	<b>\$2,050.00</b>
Annual Expenses	
Grounds Maintenance	\$1,937.41
City Water	\$407.00
Portable Toilet Rental	\$420.00
<b>Total Annual Expenses</b>	<b>\$2,764.41</b>
Annual Subsidy Level	(\$714.41)

**FUTURE OPERATIONAL COSTS ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** Does not apply.

Respectfully submitted for Council consideration.

Prepared by: Debbie Bohannon, Office Manager  
Parks, Recreation and Cultural Arts Dept.

Reviewed by: Jay Tetzloff, Director, Parks, Recreation and Cultural Arts

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

Legal Review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Community Gardens Aerial View
- Community Gardens Original Lease
- Community Gardens Renewal Request thru 2017
- Community Gardens Renewal thru 2015
- Community Gardens Renewal thru 2013
- Community Gardens Renewal thru 2011

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

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

**Lease Amendment**

THIS LEASE AMENDMENT (the "Amendment"), is made and entered into on the date adjacent to each signature line hereafter, by and between SUNRISE CO., LLC, hereinafter referred to as "Lessor," and THE CITY OF BLOOMINGTON, hereinafter referred to as "Lessee," and modifies that certain lease (the "Lease") executed by Lessor and Lessee on May 15, 2008 and amended September 14, 2009 and October 18, 2011.

1. Lessor and Lessee entered into that certain Lease Agreement dated as of the 15th day of May, 2008 (the "Lease"), and Lease Amendments dated September 14, 2009 and October 18, 2011 (the "Lease Amendment") whereby Lessor leased to Lessee the approximate north two (2) acres of property owned by Sunrise Co, LLC located at the southwest intersection of Ireland Grove Road and Hershey Road, Bloomington, IL.
2. The Term of the Lease was to terminate October 31, 2011 and Lessor and Lessee have agreed to extend the Term as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows (capitalized terms used herein having the meaning attributed to them in the Lease unless specifically otherwise provided):

- A. Term. The term of this Amendment shall commence on November 1, 2013, (the "Extension Term Commencement Date") and will continue thereafter through October 31, 2015 (the "Extension Lease Termination Date"), unless sooner terminated in accordance with the terms of the Lease and the Addendums (as amended hereby). Lessor and Lessee agree that all terms, provisions and conditions of the Lease shall remain in full force and effect up to and until the Extension Lease Termination Date.
- B. Rental. Commencing on November 1, 2013, and thereafter until the Extension Lease Termination Date, Lessee shall pay as rental in accordance with the Lease terms previously executed on May 15<sup>th</sup>, 2008, One Dollar per year.

**IN WITNESS WHEREOF** the parties have caused this lease to be executed in duplicate and attested to this day and year first above written.

BY: \_\_\_\_\_  
Mayor  
City of Bloomington  
109 E. Olive Street  
Bloomington, IL 61701

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
James A. Shirk  
Sunrise Co., LLC  
PO Box 1549  
Bloomington, IL 61702

DATE: \_\_\_\_\_

**Lease Amendment**

THIS LEASE AMENDMENT (the "Amendment"), is made and entered into on the date adjacent to each signature line hereafter, by and between SUNRISE CO., LLC, hereinafter referred to as "Lessor," and THE CITY OF BLOOMINGTON, hereinafter referred to as "Lessee," and modifies that certain lease (the "Lease") executed by Lessor and Lessee on May 15, 2008 and amended September 14, 2009.

1. Lessor and Lessee entered into that certain Lease Agreement dated as of the 15th day of May, 2008 (the "Lease"), and Lease Amendment dated September 14, 2009 (the "Lease Amendment") whereby Lessor leased to Lessee the approximate north two (2) acres of property owned by Sunrise Co, LLC located at the southwest intersection of Ireland Grove Road and Hershey Road, Bloomington, IL.
2. The Term of the Lease was to terminate October 31, 2011 and Lessor and Lessee have agreed to extend the Term as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows (capitalized terms used herein having the meaning attributed to them in the Lease unless specifically otherwise provided):

- A. Term. The term of this Amendment shall commence on November 1, 2011, (the "Extension Term Commencement Date") and will continue thereafter through October 31, 2013 (the "Extension Lease Termination Date"), unless sooner terminated in accordance with the terms of the Lease and the Addendums (as amended hereby). Lessor and Lessee agree that all terms, provisions and conditions of the Lease shall remain in full force and effect up to and until the Extension Lease Termination Date.
- B. Rental. Commencing on November 1, 2011, and thereafter until the Extension Lease Termination Date, Lessee shall pay as rental in accordance with the Lease terms previously executed on May 15<sup>th</sup>, 2008, One Dollar per year.

**IN WITNESS WHEREOF** the parties have caused this lease to be executed in duplicate and attested to this day and year first above written.

BY: \_\_\_\_\_  
Mayor  
City of Bloomington  
109 E. Olive Street  
Bloomington, IL 61701

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
James A. Shirk  
Sunrise Co., LLC  
PO Box 1549  
Bloomington, IL 61702

DATE: \_\_\_\_\_

**Lease Amendment**

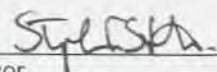
THIS LEASE AMENDMENT (the "Amendment"), is made and entered into on the date adjacent to each signature line hereafter, by and between SUNRISE CO., LLC, hereinafter referred to as "Lessor," and THE CITY OF BLOOMINGTON, hereinafter referred to as "Lessee," and modifies that certain lease (the "Lease") executed by Lessor and Lessee on may 15, 2008.

1. Lessor and Lessee entered into that certain Lease Agreement dated as of the 15th day of May, 2008 (the "Lease"), whereby Lessor leased to Lessee the approximate north two (2) acres of property owned by Sunrise Co, LLC located at the southwest intersection of Ireland Grove Road and Hershey Road, Bloomington, IL.
2. The Term of the Lease was to terminate October 31, 2009 and Lessor and Lessee have agreed to extend the Term as set forth herein.

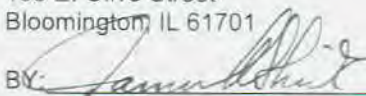
NOW, THEREFORE, the parties hereto agree as follows (capitalized terms used herein having the meaning attributed to them in the Lease unless specifically otherwise provided):

- A. Term. The term of this Amendment shall commence on November 1, 2009, (the "Extension Term Commencement Date") and will continue thereafter through October 31, 2011 (the "Extension Lease Termination Date"), unless sooner terminated in accordance with the terms of the Lease and the Addendums (as amended hereby). Lessor and Lessee agree that all terms, provisions and conditions of the Lease shall remain in full force and effect up to and until the Extension Lease Termination Date.
- B. Rental. Commencing on November 1, 2009, and thereafter until the Extension Lease Termination Date, Lessee shall pay as rental in accordance with the Lease terms previously executed on May 15<sup>th</sup>, 2008, One Dollar per year.

**IN WITNESS WHEREOF** the parties have caused this lease to be executed in duplicate and attested to this day and year first above written.

BY:   
Mayor  
City of Bloomington  
109 E. Olive Street  
Bloomington, IL 61701

DATE: Sept 29, 2008

BY:   
James A. Shirk  
Sunrise Co., LLC  
PO Box 1549  
Bloomington, IL 61702

DATE: 22 DEC 2009



AGREEMENT BETWEEN SUNRISE CO. LLC, BLOOMINGTON, ILLINOIS AND THE CITY  
OF BLOOMINGTON, AN ILLINOIS HOME RULE MUNICIPAL CORPORATION FOR  
DEVELOPMENT OF A COMMUNITY GARDEN PROGRAM

This AGREEMENT is entered into on the date adjacent to each signature line hereinafter by and between SUNRISE CO. LLC, BLOOMINGTON, ILLINOIS (hereinafter called SUNRISE), and THE CITY OF BLOOMINGTON, an Illinois Home Rule Municipal Corporation (hereinafter called CITY).

Whereas, the CITY is a home rule unit of local government with authority to enter into agreements with other units and,

Whereas SUNRISE is a Limited Liability Corporation chartered in the state of Illinois with authority to enter into agreements with units of

Whereas, the CITY and SUNRISE desire to enter into an agreement for the development and maintenance of a community garden project on SUNRISE property though it would be a project of the CITY; and

Whereas, it is in the best interest of the parties to jointly control and promote the community garden program of the CITY, preserve public funds, enhance recreational programs, and otherwise improve the quality of life of the citizens served by the parties:

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by and between the parties, as follows.

1. The CITY will develop a community garden program site on the approximate north two (2) acres of property owned by SUNRISE located at the southwest intersection of Ireland Grove Road and Hershey Road, in the city of Bloomington, McLean County, Illinois. The CITY shall be responsible for clearing the property for the purpose of a community garden program, for providing parking for the participants in the program, and providing ingress and egress to the site all within the parameters of the City's Subdivision Ordinance requirements except that there shall be no hard or permanent surface to the parking lot area.
2. All costs incident to developing the site for the community garden program, including providing a water supply for the participants in the program, shall be that of the CITY. SUNRISE does consent to allow the CITY to tap the existing water well on the land should the CITY so desire even though the well site may be beyond the boundaries of the community garden program site. The CITY agrees to provide a minimum of One Million Dollars Liability Policy naming SUNRISE either as a primary or additional insured, which endorsement shall not only include SUNRISE, but also its officers and employees.



3. This "lease agreement" shall begin the date of signature and run through October 31, 2009, at which time a year to year lease shall continue with written agreement from both parties received at least thirty (30) days prior to expiration. Payment for use of such property by the CITY to SUNRISE shall be the sum of One Dollar per year.
4. The CITY agrees to waive all claims against SUNRISE arising out of this Agreement or the condition of the land, and by signature hereto acknowledges the acceptance of the land in question in its present condition. The CITY further agrees to indemnify and defend SUNRISE from any and all claims arising out of the condition of said "community garden site," and further agrees to hold SUNRISE harmless from any damages as a result of injury to persons or property arising out of the use of said land by the CITY. SUNRISE agrees to promptly notify the CITY upon receipt of any claim or notice thereof by any person or persons for injury or property damage applicable to the CITY's use of said property. SUNRISE will cooperate with the CITY in the defense of any such claim.
5. Both parties maintain the right to assert any immunities the parties might have pursuant to the Illinois Tort Immunity Act in connection with any third party claim.
6. The CITY agrees to maintain the site which is the subject matter of this Agreement both during the "growing season" and thereafter so that same shall not be deemed a public nuisance.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the date and year herein set forth.

By \_\_\_\_\_  
2008

Mayor  
CITY OF BLOOMINGTON  
109 E. Olive Street  
Bloomington, IL 61701

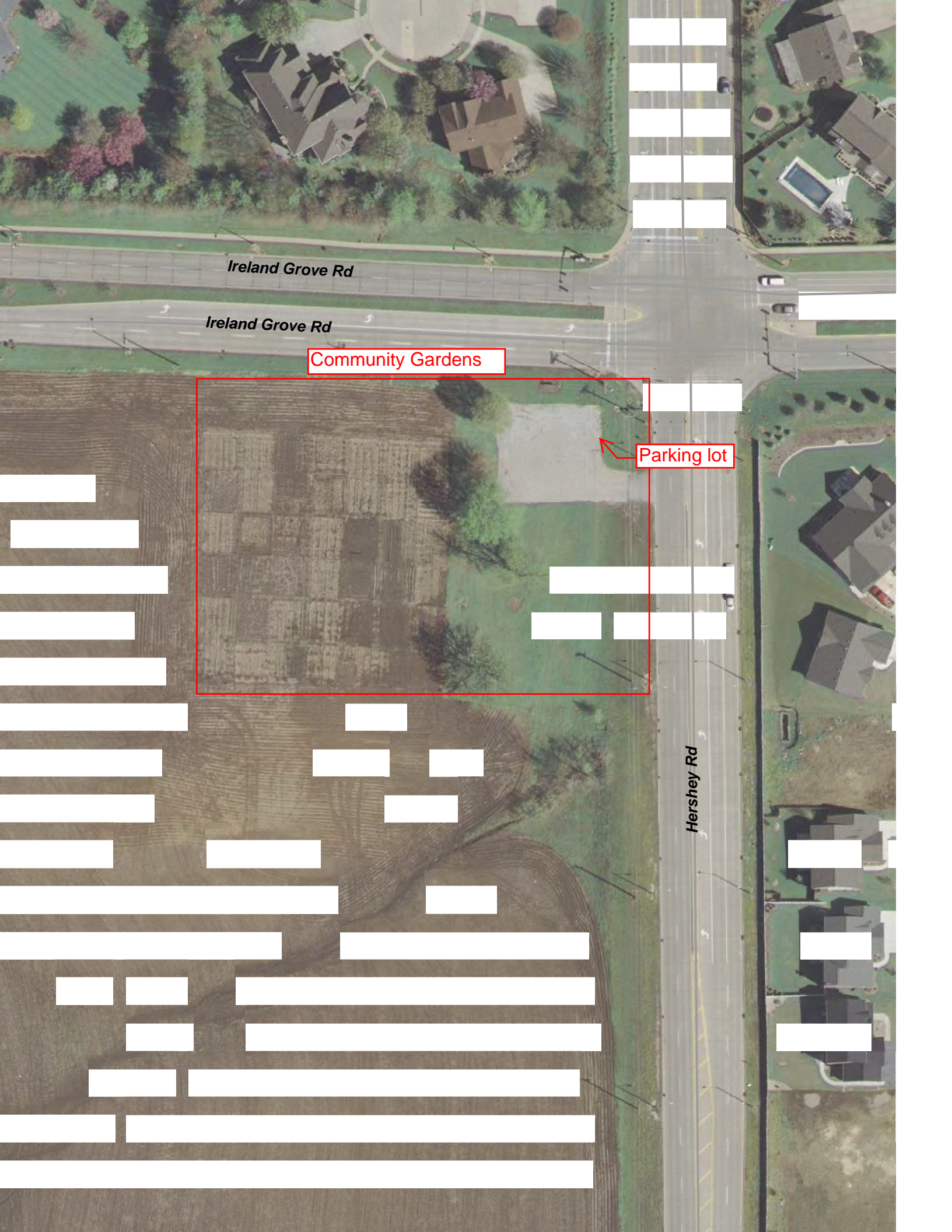
Dated: \_\_\_\_\_,

By \_\_\_\_\_  
2008

James A. Shirk  
SUNRISE CO. LLC  
PO Box 1549  
Bloomington, IL 61702

Dated: \_\_\_\_\_,





Ireland Grove Rd

Ireland Grove Rd

Community Gardens

Parking lot

Hershey Rd

**Lease Amendment**

THIS LEASE AMENDMENT (the "Amendment"), is made and entered into on the date adjacent to each signature line hereafter, by and between SUNRISE CO., LLC, hereinafter referred to as "Lessor," and THE CITY OF BLOOMINGTON, hereinafter referred to as "Lessee," and modifies that certain lease (the "Lease") executed by Lessor and Lessee on May 15, 2008 and amended September 14, 2009, October 18, 2011 and February 24, 2014.

1. Lessor and Lessee entered into that certain Lease Agreement dated as of the 15th day of May, 2008 (the "Lease"), and Lease Amendments dated September 14, 2009, October 18, 2011, and February 24, 2014 (the "Lease Amendment") whereby Lessor leased to Lessee the approximate north two (2) acres of property owned by Sunrise Co, LLC located at the southwest intersection of Ireland Grove Road and Hershey Road, Bloomington, IL.
2. The Term of the Lease was to terminate October 31, 2015 and Lessor and Lessee have agreed to extend the Term as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows (capitalized terms used herein having the meaning attributed to them in the Lease unless specifically otherwise provided):

- A. Term. The term of this Amendment shall commence on November 1, 2015, (the "Extension Term Commencement Date") and will continue thereafter through October 31, 2017 (the "Extension Lease Termination Date"), unless sooner terminated in accordance with the terms of the Lease and the Addendums (as amended hereby). Lessor and Lessee agree that all terms, provisions and conditions of the Lease shall remain in full force and effect up to and until the Extension Lease Termination Date.
- B. Rental. Commencing on November 1, 2015, and thereafter until the Extension Lease Termination Date, Lessee shall pay as rental in accordance with the Lease terms previously executed on May 15<sup>th</sup>, 2008, One Dollar per year.

**IN WITNESS WHEREOF** the parties have caused this lease to be executed in duplicate and attested to this day and year first above written.

BY: \_\_\_\_\_  
Mayor  
City of Bloomington  
109 E. Olive Street  
Bloomington, IL 61701

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
James A. Shirk  
Sunrise Co., LLC  
PO Box 1549  
Bloomington, IL 61702

DATE: \_\_\_\_\_



## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving the purchase a wide area rough mower for The Den at Fox Creek Golf Course utilizing the National Joint Powers Alliance Purchasing Contract #070313-DAC

**RECOMMENDATION/MOTION:** Recommend that the purchase of a John Deere 1600D wide area rough mower utilizing the National Joint Powers Alliance (NJPA) Purchasing Contract #070313-DAC, from Deere & Company, Cary, North Carolina be approved, in the amount of \$51,852.57, and the Procurement Manager be authorized to issue a Purchase Order for same.

**STRATEGIC PLAN LINK:** Goal Five. Great place – Livable, Sustainable City

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

**BACKGROUND:** Our golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½ star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. In 2005, Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to provide quality playing surfaces. A way that we meet these expectations is to provide grass that is mowed at appropriate heights for our rough grass. If the rough grass is allowed to grow higher than our standard of 2.5”, golfers will find the rough to be too punishing leading to decreased enjoyment.

Currently, The Den at Fox Creek has only one operating rough mower due to the failure of a rough mower that was purchased in 2004 (normal replacement time is approximately eight to ten years). With over 200 acres to maintain, two rough mowers are required to meet the standard rough height of 2.5”, particularly in times of peak growth in the spring and early summer.

The recommended rough mower purchase is a John Deere 1600D. It has a desired cutting width of 10 feet. This wide area cutting width is crucial to maintain the rough in the most efficient manner possible. Staff was able to demo this mower and found it to have all of the necessary functions to meet the demand of the job. Additionally, this rough mower was also the lowest priced rough mower offered by the three primary industry leading turf equipment vendors.

This mower will be purchased utilizing the National Joint Powers Alliance (NJPA) Purchasing Contract #070313-DAC, from Deere & Company, Cary, North Carolina.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City Purchasing Agent

**FINANCIAL IMPACT:** \$55,000 is included in the FY 2016 Budget under Capital Lease-Capital Outlay Equipment Other than Office account (40110133-72140). Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Plan” on page 99.

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf

Reviewed by: Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Quote Summary from Deere & Company

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Motion: Recommend that the purchase of a John Deere 1600D wide area rough mower utilizing the National Joint Powers Alliance (NJPA) Purchasing Contract #070313-DAC, from Deere & Company, Cary, North Carolina be approved, in the amount of \$51,852.57, and the Procurement Manager be authorized to issue a Purchase Order for same.

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

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





**JOHN DEERE**

# Selling Equipment

Quote Id: 12706519    Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Erb Turf Equipment, Inc.  
1017 E Chain Of Rocks Rd  
Mitchell, IL 620402815  
618-931-1034  
dsimon@erbequip.net

## JOHN DEERE WAM, 4 POST ROW MOWER

Hours:

Stock Number:

Contract: NJPA 070313-DAC

Price Effective Date: January 28, 2016

Selling Price \*

\$ 51,852.57

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0706TC	1600 Turbo Series II Commercial Wide Area Mower with 4-Post ROPS Canopy	1	\$ 67,341.00	23.00	\$ 15,488.43	\$ 51,852.57	\$ 51,852.57
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>							<b>\$ 51,852.57</b>
<b>Total Selling Price</b>			<b>\$ 67,341.00</b>		<b>\$ 15,488.43</b>	<b>\$ 51,852.57</b>	<b>\$ 51,852.57</b>



## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving a contract with Vision Internet (a limited source service provider) to Upgrade Existing City Website Content Management System and Redesign Main City and BCPA Websites

**RECOMMENDATION/MOTION:** That Council approve a contract with Vision Internet (a limited source provider), for \$49,500, be executed to Upgrade the City's existing Vision Internet website content management system (CMS) and redesign the main City ([www.cityblm.org](http://www.cityblm.org)) and BCPA ([www.artsblooming.org](http://www.artsblooming.org)) websites.

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

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

**BACKGROUND:** The City's current website was originally implemented in August of 2011 (after a competitive RFP process), during which Vision Internet was selected from a pool of seven (7) vendors. Council approved the original website design and implementation contract during the April 11, 2011 meeting. The contract allowed staff to partner with Vision Internet, a company focused on designing specialized websites for the local government sector, to design new websites for both the City of Bloomington main site and the Bloomington Center for the Performing Arts (BCPA). Staff has been satisfied with the Vision Internet partnership. As our existing website environment is built on the Vision Internet CMS, they are a limited source vendor for this service. As such, staff is seeking Council approval to extend the existing contract with Vision Internet allowing for upgrade of the existing CMS and redesigning our sites to take advantage of new functionality provided within the new CMS.

The new websites went live in August, 2011. Staff was impressed with project management, design and implementation skillset of the Vision Internet team. The result of the project has been a highly functional website that is also visually pleasing and presents a good image for the City. The Vision Internet content management system (CMS) has also allowed easy modification of web content by staff members throughout all City departments, while also providing online tools designed to help City staff communicate and engage with our citizens.

A website is typically refreshed, or redesigned, approximately every four (4) years in order to maintain a fresh look and feel while also adding functionality and technology that has become available within those four years. Staff is requesting approval to engage Vision Internet to redesign the City of Bloomington main website, redesign the Bloomington Center for the Performing Arts (BCPA) website and to upgrade the existing CMS environment within which both websites exist. The fact that the current site exists within the current Vision Internet CMS environment, uniquely positions Vision Internet to be able to provide an efficient, cost effective upgrade and redesign.

The upgrade/redesign proposal submitted by Vision Internet will provide complete project management for redesign and implementation; responsive design, which allows the website to detect the user's screen resolution and automatically adjust the site for optimal display; provide both desktop and mobile users the best possible visual experience from the same website; Advanced Mega Menus, which will allow us to provide access to much more information via a single click or tap; Advanced Subsites which will allow much more creativity and design freedom between the different departmental sites with the main City website. Please see the attached "visionLive Enhancements" and "visionLive Value" documents for further information.

Staff believes it necessary to upgrade the current Vision Internet CMS and redesign the City websites in order to maintain a fresh look and feel and to provide the latest technology services and outreach to our citizens. The upgrade/redesign to the BCPA website will help staff increase marketing efforts for events at the facility. After upgrade, mobile access to BCPA ticket purchases will be more intuitive, broadening the reach to more potential clients.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Funds for the upgrade/redesign of the City's websites arrays are included in the FY 2016 Budget under the Capital Lease - Capital Outlay Office & Computer Equipment account (40110133-72120). Stakeholders can locate this in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on pages 92 and 95.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Vision Internet CMS and Web Redesign - Bloomington, IL - MSA 03-15-16.pdf
  - Vision Internet CMS and Web Redesign - Bloomington, IL - Upgrade Presentation.pdf
  - Vision Internet CMS and Web Redesign - visionLiveEnhancements.pdf
  - Vision Internet CMS and Web Redesign - visionLiveValue.pdf
  - Vision Internet CMS and Web Redesign – Limited Source Justification
-



# creating what's next

*for the City of Bloomington*

Project Name: 2016-0315 CMS6vS CBI

## List of Services

Vision will perform the following services for the City of Bloomington:

- › Website Development Services
- › visionLive™ Subscription Services

## Contacts

### City Project Manager

- › Name: Craig McBeath
- › Address: 109 E. Olive Street, Bloomington, IL 61701
- › Phone: 309-434-2257
- › Email: cmcbeath@cityblm.org
- › Fax: 309-434-2601

### City Contract Contact

- › Name: Jeff Jurgens
- › Address: 109 E. Olive Street, Bloomington, IL 61701
- › Phone: 309-434-2213
- › Email: jjurgens@cityblm.org
- › Fax: 309-434-2316

### Vision Project Manager

- › Name: Kristoffer Von Bonsdorff, or his designee
- › Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- › Phone: (310) 656-3100
- › Email:
- › Fax: (310) 656-3103

### Vision Contract Contact

- › Name: Contract Administrator
- › Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- › Phone: (310) 656-3100
- › Email: contracts@visioninternet.com
- › Fax: (310) 656-3103





## *terms and conditions*

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("**AUP**") posted at [www.visioninternet.com](http://www.visioninternet.com)) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, maintenance services, and/or other extra work and services (collectively, the "**Services**") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time. In the event of conflict with an Addendum with respect to the terms of this main body of this Agreement, then this Agreement shall govern.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the



"VCMS"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with this Agreement and Addendum B. The VCMS provided under this Agreement is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All programming code developed by Contractor within Addendum A is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while Client or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is hosting and/or maintaining the website pursuant to one or more Addendums to this Agreement, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon Client's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

6. Contractor's Mark. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. Indemnity.

7.1. Indemnification of Contractor. Client will defend, hold harmless, and indemnify Contractor,



its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

7.2. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Illinois, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the County of McLean, State of Illinois, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the County of McLean, State of Illinois. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

10.2. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

10.3. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

11. Confidentiality. Except as permitted by law, Contractor activities and all discussions regarding Client website development, including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, business, strategic and marketing plans, and other technical, financial or business information of Contractor, shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement.

12. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.



13. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

14. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

15. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

18. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

19. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 7 (Indemnity), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival) and 24 (No Hire) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.



24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term. This Agreement will remain in effect for 5 years from the Effective Date. Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term. Client shall permanently delete all copies of the VCMS upon termination of this Agreement.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

28. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Addendum(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. A finance charge of 1.5% per month will apply if full payment is not received 45 days after the date of the invoice. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

*Signatures follow.*



IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the "**Effective Date**" below.

**"Client"**

CITY OF BLOOMINGTON

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

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

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

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

**"Contractor"**

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION  
INTERNET PROVIDERS

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

Name: David M. Nachman

Title: Chief Executive Officer

Date: \_\_\_\_\_, 2016

Addendums:

- A Website Development Services (and/or Other Services, if applicable)
- B visionLive™ Subscription Services
- C Extra Work (if and when applicable): N/A at this time.
- D Maintenance Services: N/A.



## Addendum A

### *website development services*

#### Included Services

Pursuant to the terms herein, Contractor agrees to provide website development services as provided below in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Website development services include the following:

##### *Basic Content Strategy Consultation.*

Contractor will perform one-hour, web-based, train-the-trainer program, which includes:

- Content development and migration best practices handout
- Website content best practices handout
- Website persona template
- Communicating with your audience template
- Task process evaluation template
- Writing for the web textbook
- Scheduled follow up consultation (1 hour via web)

##### *Navigation and Graphic Design.*

The Contractor will consult with Client on how to organize Client website content. Based on this consultation, the Contractor will create a custom content migration script to move the content to its new location on the upgraded website, and Contractor will assist in transferring existing content into the new design. The Contractor will then provide Client with one draft homepage design concept via Client-accessible software or as an email attachment ("**Delivery**"). The Contractor will revise the homepage design concept. After Client reviews the final homepage design concept, the Contractor will provide three interior page designs per standard layouts available through Contractor's template builder and VCMS widget requirements. The Contractor will deliver the following:

- Custom content migration script
- One homepage design concept
- Approved homepage design
- Up to three interior page templates

##### *Vision Content Management System™ Interactive Components and Features.*

The Contractor will implement Client's website using the VCMS. Customization of the VCMS includes the frontend graphic design and layout as well as adding or subtracting fields.

The VCMS will be implemented with the components provided under Addendum B.

#### *Key Component Details*

Below are details on key components of the VCMS:





### **Advanced Subsite**

Advanced Subsite development services include the following:

#### Design

- Design Elements
  - Department logo in site header
  - Unique color scheme
  - Unique background
  - Separate font style
  - Logo can link to departmental homepage

#### Page Layout

- Custom wireframe
- Interior page layout same as the main site
- Number of new widgets included: 7

#### Mobile

- Unique color scheme
- Department logo in header
- Logo can link to own departmental home page

#### Design Services

- Heatmap analysis
- User surveys

#### Functionality

- Own Domain
- Main Navigation
  - Separate page tree from main site
- Header and Footer Sections
  - Independent header configurations (logo, top navigation, social icons, quick links)
  - Independent footer configurations (footer navigation, social icons)
- Search
  - Stand-alone search
- Separate Google Analytics
- Background
  - Ability to change background image if main site is able
- Page Limit: Unlimited

### **Extranet (Members Only)**

Contractor will implement an Extranet where restricted content is integrated into the main City website. The restricted content is not viewable by users until they log into the website (i.e. designated staff or elected officials). Once they log in, they will see the additional content within the menus or as an additional section to the main website. Registered users can belong to any number of groups and any number of groups can be associated with most pages in the Extranet. Once implemented, the website visitors will need to log into the website using a username and password to view the secure pages.

The Extranet functionality is included as part of the following components: Business Directory, Calendar, Document Central, Facility Directory, FAQs, Forms Builder, Job Postings, News, Pages, Photo Gallery, RFP Postings, Service Directory, and Staff Directory.





## Mega Menu Designer

Mega menus are extra-large menus that offer a number of links to related site pages and content. The Mega Menu Designer allows Client to fully customize and design flexible menus providing an optimized user experience. With Vision Mega Menu Designer, Client may:

- Define the levels of navigation and number of columns in the menu
- Add extra columns and place widgets in these columns:
  - Widgets that can be added to mega menus include: News, Events, Staff, RFPs, FAQs, Facilities, Jobs, Business and Services
  - Additional widgets such as content areas, mini calendars and images can also be added to provide additional customization
  - Widget columns can be added before or after the navigation columns, not in between them
  - Widgets can only be added to widget columns, not to navigation columns
- Stack multiple widgets in the same column
- Choose which pages to display pages in navigation, including main and/or side navigation



Figure 1: The Advanced Mega Menu can give users extra levels of navigation and content.

## Responsive Website Design with visionDesigner™

Client's website will be implemented with Responsive Web Design (RWD) ensuring content automatically resizes to fit mobile, tablet and monitor screens. While RWD will make the website viewable across all devices, Client may need to adjust content for readability and to improve usability on smaller screens. visionMobile Designer™ enables Client to move, hide and reorder content to create an optimized mobile view of the website.

## visionSearch

This component searches HTML pages and documents on your website, and includes the following features:

- Sorting – users can sort their search results by Relevance, Last Modified, Title or Content Type
- Filter – users can use the Filter by Content Type checkbox to quickly select the type of content they want to include in their search results
- Advanced Search Options – users can use the advanced options to easily apply Boolean options to their search criteria; options include searching with all of the words, with the exact phrase, with at least one of the words and without the words; in addition, another advanced option lets users filter by document type, such as HTML, Word, PDF, etc.



For site administrators, visionSearch allows control over what content is indexed by search and how it displays. Configuration tuning options include:

- Page Promotion – this is the ability to add keywords to promote a specific page higher in the search results
- Search Synonyms – Configure synonyms so the search results will consider the words or phrases to be exactly the same (for example, you can configure the visionSearch so if a user enters trash, rubbish, or garbage then any page containing any of these words will be returned)
- Search Scope - defining the scope of the search index, potentially allowing you to display results from multiple websites, or just for one specific department
- Display Options – administrators can also refine what search options are presented to visitors

## *Integration of Third-Party Components and Databases.*

### *Google Translate Integration*

### *Online Payment Integration*

The Online Payments functionality is a core tool integrated into the VCMS, and used by other components requiring online transactions. It would include integration with an online transaction service where transaction information would be transmitted securely to a third-party vendor. This vendor would then process the credit card or e-check and transfer the funds from the transaction to Client's bank account. A recording of each transaction is logged into a local database for reconciliation with the transaction report made available from the vendor. Transactions recorded within the central database would also be associated with the transactions by different applications using the tool. For security reasons, however, credit card information will not be stored into the database. Transaction based forms and/or functions are an additional cost beyond the Online Payments tool. Client is responsible for fees paid to third-party online transaction services. Contractor's standard online payment services are Authorize.Net and PayPal. Integration of other services may result in additional fees.

### *SMS Component*

On the standard eNotification page, users will be able to opt in to receive SMS text messages and enter their phone number. Users will also be to sign up for email notifications and choose categories.

The backend user will be able to create and send out SMS text messages to SMS subscribers. The backend user will be able to view a list of SMS subscribers, and add, edit or delete subscribers. Basic statistics will be available for SMS messages and subscribers. All text messages will be sent via a third-party SMS text messaging service provider. Please note that this is a third-party tool that requires a separate client account with the third-party service provider. The Client is responsible for all SMS text messaging charges.

Contractor is not responsible for any changes that a third-party tool makes to its system or its functions. Contractor will not provide technical support for a third-party tool in the event that this feature malfunctions. If changes are made to the third-party API, Contractor will not be able to provide immediate service to accommodate whatever changes are necessary. In the event that Contractor is asked to accommodate changes to the API, this will incur additional time and material costs beyond any visionLive™ fee, other ongoing Contractor support fees, and the original implementation cost for SMS Integration.



*Streaming Video Center*

*Additional HTML Template*

The Contractor will provide Client an HTML template that vendors of third-party components can use. Contractor will also integrate links to these third-party components into the overall website navigation. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

Project Notes

By initialing, Client acknowledges that Client agrees to and understands the Project Notes Section: \_\_\_\_\_.

Client-created customizations or integrations to the site files or database will not be duplicated on the new VCMS. Client is responsible for identifying any Client-created customizations, and for implementing them in the new system.

- The following components will not be duplicated to the new VCMS:
  - Agenda and Minutes Archiver (replaced with Meetings List)
  - Alert Component
  - Display Left Navigation
  - Guestbook
  - News (blog view)
  - Photo Album (flash view)
  - Twitter Updates
  - YouTube List
- The following component will be duplicated to the new VCMS:
  - Snow Plow Component

Contractor will migrate Client's existing content to the new site except for content from the custom components above and from the Form Tool, Polling Tool, Service Requests and Facilities directory. These Tools have been revamped and the Client will need to recreate the content currently used on the website.

Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum A for \$49,500.

Service	Cost
Website Development Package <ul style="list-style-type: none"> <li>➤ One day consultation session via remote meeting service</li> <li>➤ Navigation and Graphic Design</li> <li>➤ VCMS</li> <li>➤ Custom content migration script</li> <li>➤ Integration of third-party tools</li> <li>➤ Up to 4 hours training session via remote meeting service</li> </ul>	\$30,780
Advanced Subsite	\$12,000
Basic Content Strategy Consulting	\$3,500
Snow Plow Customization	\$6,000



Subtotal	\$52,280
Discount	(\$2,780)
<b>Total</b>	<b>\$49,500</b>

2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

- (a) An initial payment equal to 40% of the total cost;
- (b) A payment equal to 20% of the total cost upon Contractor's Delivery of the draft homepage design concept to the Client;
- (c) A payment equal to 20% of the total cost upon implementation of the website into the VCMS on a Contractor-hosted development server; and
- (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

3. Non-Contractor Hosting. If Contractor is not providing hosting services under Addendum B then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

## Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

2. Client understands and agrees that the website frontend and content migrated by Contractor will be designed to be compliant with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), hereinafter referred to as "**Section 508**" guidelines on accessibility as follows: Compliance standards will be verified via SortSite™ to be compliant prior to Completion. Client understands and agrees that website backend and third party tools may not be Section 508 compliant. Contractor is not responsible for content migrated by Client or any third party. Client understands and agrees that Contractor's unmodified VCMS is programmed to be compliant with WCAG 2.0, and further, that website backend, third party tools, content, and designs may not be compliant with WCAG 2.0. Full WCAG 2.0 compliance requires Client's participation and shall be considered Extra Work.



## Addendum B

# *visionLive™ subscription services* standard edition

## Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**") as provided below. Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

**Hosting Services.** Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- SOC-certified datacenter
- Full hardware redundancy
- Redundant generator backup
- Daily data backups
- Intrusion protection
- 24/7 monitoring
- 99.9% uptime
- DDoS mitigation service
- Up to 50 GB of website content storage
- Standard disaster recovery service with 90 minute failover

**Support Services.** Support Services is defined as technical support, account management, and education and training for the VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- Account Manager
- Account Management\*
  - Annual account reviews (Health Checks)
  - Annual site analytics report
  - Annual graphics site audit
  - Up to 15 hours of site improvement credits\*\*
- Education and Training
  - Training and best practices webinars
  - Access to On-Demand Training Library
  - On-going new user training (via remote meeting service)
  - Monthly office hours (via remote meeting service)

\* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

\*\* Fifteen site improvement credits will be available beginning the second year of the Agreement and every year thereafter. Any unused hours in a given year may be carried over to the following year.

\*\*\* Additional Support Services included with each Subsite.


















VCMS Licensing Services. Contractor will provide a license to the Standard edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:

visionLive editions >		Standard Edition
<b>visionCMS™ Functionality</b>		
<b>Site Administration &amp; Security</b>		
	Advanced WYSIWYG Editor	✓
	In-page Editing	✓
	User Management & Security	✓
	Navigation Management	✓
	Accessibility Features	✓
	visionMobile Designer	✓
	Approval Cycle *	✓
	Mega Menu Designer *	✓
	Extranet (Password Protected External Content)	✓
<b>User Experience &amp; Interactivity</b>		
	Calendar	✓
	FAQs	✓
	Facility Directory	✓
	Staff Directory	✓
	Service Directory	✓
	Google Translation	✓
	Online Form Builder	✓
	News Postings	✓
	Job Posts	✓
	Facilities/Events Registration	✓
	Online Polling	✓
	Citizen Request Management Tool	✓
	Business Directory	✓

\* Requires an implementation fee



visionLive editions >		Standard Edition
 RFP Posts		✓
 Online Payments		✓
 visionSearch		✓
 Job Application Manager		
<b>Outreach, Media &amp; Social Networking</b>		
 eNotification Tool		✓
 Emergency Alerts		✓
 RSS Feeds		✓
 Facebook & Twitter Feed Readers		✓
 Audio & Video Embedding		✓
 Photo Gallery & Slide Show		✓
 One-Click Social Networking		✓
 Streaming Video Center		✓
<b>Developer Features</b>		
 Import/Export		✓
 APIs		✓
 Sandbox Test Environment		



#### **Additional Interactive Components and Features**

- Advanced Subsite (1)

#### **VCMS Licensing Services include:**

- Periodic functional enhancements.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

#### **VCMS Licensing Services do not include:**

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

*Customizations.* The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

## Subscription Fees

1. Main Website. All Subscription Services provided for the Client's main website during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$12,600 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. Websites exceeding 50 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.

2. Advanced Subsite. All Subscription Services provided for the Client's Advanced Subsite during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$3,250 upon Completion of the Advanced Subsite, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms; provided, however, that the Advanced Subsite is completed before the second year of this Agreement. If the Advanced Subsite is completed after the second year of this Agreement, then Contractor shall invoice Client the pro-rated rate for the applicable year. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. If the Advanced Subsite exceeds 10 GB of storage, then it shall be subject to an additional monthly fee of \$50 per 5GB increment.





## Addendum C-\_\_

*extra work*

### *Sample Only.*

This Addendum is made and entered into by Vision Technology Solutions, LLC ("Contractor") and CLIENT, STATE ("Client") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

1. On DATE, Contractor and Client entered into the Master Services Agreement ("Agreement"), incorporated herein by reference.
2. The Agreement, including all other terms and conditions therein, shall continue in effect.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control only to the extent of the services provided in this Addendum, and not any other subject matter covered by the Agreement.

### Included Services

### Extra Work Fees

Client agrees to pay Contractor as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum for [\$a,bcd].
2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Addendum, and all invoices will be due and payable by Client within 30 days:
  - (a) An initial payment equal to 50% of the total cost; and
  - (b) A payment equal to 50% of the total cost 21 days after completion of the services in this Addendum.

**OR**

Payment. Contractor will submit an itemized invoice to Client for the payment required by this Addendum, and the invoice will be due and payable by Client within 30 days.

creating what's next

**Website Upgrade Project for  
Bloomington, IL**



Innovators of  
Online Government

# Interactive Features

- Responsive Design with visionMobile™
- Bloomington and BCPA will have websites that responds to devices of all sizes



# New Designs and Menus

- Both the City website and the BCPA website will have new menus and new designs
- Will comply with ADA standards





# More Flexibility – Change your Homepage



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**DISCLAIMER:**  
The following results are preliminary pending the verification and tally of all votes cast on Election Day. The number of votes for candidates will change as ballots are verified and added to the running totals by the deadline of our final canvass. Please direct any election questions to the Election Center at (818) 937-0683.

**Tweets** Follow  
City of Glendale, CA @MyGlendale  
26th Annual Great Los Angeles River Clean Up is 4/11! Help keep the Glendale Narrows Rivervalk beautiful! [www.ly/yzk1#MyGlendale](#)  
City of Glendale, CA @MyGlendale  
Good Morning Glendale. Go to [glendaleca.gov](#) for all the election results @MyGlendale  
City of Glendale, CA @MyGlendale  
28 of 28 precincts - Council: Devine-8246, Poghosyan-575, Yesayan-4693, Gharpetian-6507, Keuroghelian-3819, Fuentes-3569, Weaver-3596

**Number of precincts reporting: 28 of 28**  
Initial numbers reflect first vote by mail ballots.  
Please note that four of the precincts are located in the unincorporated La Crescenta region of LA County and therefore do not vote for Council Members.

**Glendale City Council (2 Seats)**

Candidate	Votes
 Devine, Paula	8,246
 Gharpetian, Vartan	6,807
 Yesayan, Armen Erik	4,693

# visionLive All-Inclusive Maintenance

- Vision Internet will host the website
  - Moving from self – hosted to vendor hosted will save staff time and resources
- Vision provides a 99.9% uptime guarantee
- visionLive includes industry leading website security with Disaster Recovery and DDoS protection

# visionLive™

## 2015 Enhancements



Our visionLive™ subscription service is constantly evolving, and new or updated features are added on a monthly basis.











Here's a summary of the key enhancements we made to visionLive™ during 2015.

Hosting Updates	Description and Benefits
 DDoS Mitigation	Distributed Denial of Service (DDoS) attack protection is now standard for all visionLive™ customers. We implemented a state-of-the-art DDoS mitigation system designed to mitigate the world's largest and most complex attacks.
 Disaster Recovery	Complete disaster recovery services are now standard for all visionLive™ customers. In the event of a failure at our primary data center, your website will transfer to our backup data center. The system recovery time is less than 90 minutes, and data is replicated every 15 minutes. A premium option is available to reduce the recovery time to less than 5 minutes (available for an extra cost).
New Functionality	Description and Benefits
 visionMobile Designer	Move, hide and reorder content for your mobile site, making information easier to access, read and use on small screen devices.
 APIs	Back-up, archive, export or create a custom data display using our new Application Programming Interfaces (API) in the CMS.
 Content Sharing Package	Share content, such as news, events and job postings, between your website and your Vision Intranet, eliminating the need for double-entry.
 Custom Fields	Add additional data fields to components to customize them to suit your unique needs.
 Import and Export	Easily pull content in and out of the CMS, allowing you to quickly populate information to your website and pull information out to use in other systems as needed.
Existing Functionality Updates	Description and Benefits
 Direct Media Upload from WYSIWYG Editor	Upload images and documents directly from the desktop into the WYSIWYG editor, streamlining the creating and editing of content.
 Document Central and Image Library	Sort Document Central and Image Library alphabetically or by last updated date, making it easier to quickly locate the file you seek.
 eNotification Bundling	End-users can bundle their individual eNotification emails into one daily, weekly or monthly email to give them control over the frequency of emails.
 HTML5 Uploader for Documents and Images	Upload documents and images with HTML5, eliminating the need to download a plug-in in order to drag-and-drop.
 Mobile Responsive Tables	Enjoy enhanced views and responsiveness of tables, providing an improved experience viewing tables on mobile devices.
 Touch Screen Support	Enjoy improved touch screen menu selection, optimizing the navigation experience for mobile users.
 Track Changes in WYSIWYG Editor	Track changes in the WYSIWYG editor, allowing you to see edits made by users as you can in Microsoft Word.
 Upgraded WYSIWYG Editor	Enjoy an upgraded WYSIWYG editor, improving performance, usability and browser support.
 Flexible Navigation Menu Options	Choose to display pages in the main navigation, side navigation, both or neither, giving you the ability to manage the navigation experience of your website.
 Full Screen View in Content Editor	Content editors can now expand the content editor to use the full screen of their computer, improving their ability to edit and update content.



visionLive™ is our subscription-based Content Management System (CMS) and service plan that equips you with the technology, support and insights to keep your website relevant and effective - now and in the future.

Here's an overview of the software and services you can expect to receive.

Service	Description and Benefit
 <b>Continual CMS Software Updates and Enhancements</b>	Vision rolls out monthly updates to the CMS platform, including new features and enhancements to existing functionality to ensure that our customers' websites are keeping up with ever-evolving technology and customer needs.
 <b>Unlimited Technical Support with Dedicated Technical Manager</b>	We provide you with all of the technical support you may need to answer routine questions, configure your system and perform advanced tasks.
 <b>State-of-the-Art Hosting</b> <ul style="list-style-type: none"> <li>▶ State-of-the-art 3rd party datacenter</li> <li>▶ 99.9% uptime guarantee backed by a Service Level Agreement</li> <li>▶ Disaster recovery with site restored in 90 minutes or less</li> <li>▶ DDoS mitigation service</li> </ul>	With visionLive your website will have comprehensive hosting services designed to ensure optimal website performance, protection and security.
 <b>Training &amp; Best Practice Webinars</b>	Every month, we provide free training webinars focusing on functionality, best practices and industry trends.
 <b>On-going New User Training</b>	On a monthly basis, we provide free training webinars that focus on functionality, best practices and industry trends.
 <b>On-demand Training Library</b>	We have an on-demand library of training videos that provide how-to overviews for using most of our key CMS components.
 <b>Site Improvement Credits</b>	Site Improvement Credits can be used to purchase any service from Vision such as design time, training, consulting and programming - allowing you to make incremental site changes without allocating any additional budget. Or you can save up the credits over your subscription contract and use them for a complete redesign.
 <b>Monthly Office Hours</b>	Our technical support managers host monthly office hours where you can stop by to get a quick answer to non-urgent questions, deepen your detailed knowledge or explore new features.
 <b>Account Reviews</b> <ul style="list-style-type: none"> <li>▶ Health Checks</li> <li>▶ Site Analytics Report</li> <li>▶ Graphics</li> </ul>	Account Reviews are an on-going service where we sit down with you every six or twelve months and analyze your website's health and usability, review insights from Google Analytics and help ensure your website graphics are relevant and fresh.
 <b>Quarterly Newsletter</b>	Our quarterly newsletter keeps you up-to-date with what's going on at Vision - including newly released features, links to blog posts or articles on website best practices and highlight of new website launches.



## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

### SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Vision Internet, #2059

Amount: \$ 49,500.00

Date: 3/21/2016

Description of item/service: Vision Internet CMS Upgrade and Redesign

Justification- In August 2011, the City selected Vision Internet as the Content Management System for the City and BCPA websites. This service provides content editors to easily add/modify content to our public facing internet sites. The upgrade to the CMS will update the technology behind the websites to provide increased efficiency of editing content by city staff. The redesign will give both sites a fresh look and feel while also adding functionality and technology that has become available since originally implemented.

This upgrade will migrate our sites to visionLive, Vision Internet's cloud hosting environment. Once in visionLive, we gain the benefits of continual software updates and enhancements, unlimited tech support, 90 minute disaster recovery, DDoS mitigation and on-going training and reviews. This subscription also includes site credits that can be banked year to year and used for various professional services.

The fact that the current site exists within the current Vision Internet CMS environment, uniquely positions Vision Internet to be able to provide the most efficient, cost effective upgrade and redesign and is currently only marketed and sold by Vision Internet.

**SECTION B - REQUESTER CERTIFICATION:** By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.



(Name and Signature of Department Head)

3-22-2016

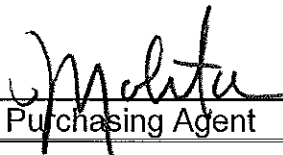
Date

### SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur  / do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

JON C. JOHNSTON 

Name and Signature of Purchasing Agent or Designee

3/22/16

Date



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving the Purchase for two (2) Nimble Storage Disk Arrays, and professional implementation services in the amount of \$146,264.27.

**RECOMMENDATION/MOTION:** That the purchase of two (2) Nimble Storage CS-300 disk arrays from Carahsoft under the Federal General Services Administration (GSA) Schedule 70 contract (No. GS-35F-0119Y), along with professional implementation services, be approved in the amount of \$146,264.27 and the Purchasing Agent 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:** Staff has been researching the need to refresh and increase the network storage capacity available for the City's electronic data infrastructure. The City currently employs an EMC disk array for the primary production environment. This array currently supports the City's MUNIS ERP (enterprise resource management) system and numerous other critical databases, applications and file structures.

The current EMC VNX disk array was purchased in December 2011. While it is sufficient for its current use, future near-term and mid-term data storage needs will push the capacity and performance limits of this array. Staff believes it critical to refresh the storage technology, and increase capacity, of the City's data storage environment before the need becomes critical. With Council approval, the new Nimble Storage arrays, would eventually become the primary production environment and the EMC VNX array would be moved to secondary storage to support some of the City's less critical applications and file structures.

The Nimble arrays being requested will increase capacity, performance and the disaster recovery footprint of our data storage environment. Usable capacity with the current EMC array is 30TB. The solution being requested actually includes two Nimble arrays, each providing 54TB of usable capacity. This will allow staff to place the second unit at a remote location and replicate data between the arrays in near real time. This off-site replication is a critical component to disaster recovery and business continuity goals.

Staff is requesting Council approval to purchase the Nimble Storage solution from the Federal General Services Administration (GSA) GS-35F-0119Y contract. This is an existing, competitively bid contract available to local municipalities which provides an extremely competitive price model. Please see attached documents for more information on the GSA contract and data sheets for the arrays themselves.

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

**FINANCIAL IMPACT:** Funds for the two (2) Nimble Storage CS-300 disk arrays are included in the FY 2016 Budget under the Capital Lease-Capital Outlay Office & Computer Equipment account (40110133-72120). Stakeholders can locate this in the FY 2016 Budget Book titled “Other Funds & Capital Improvement Program” on pages 92 and 95.

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Nimble Disk Arrays - Carahsoft - Nimble Storage - Quote 7822118.pdf
- Nimble Disk Arrays - Nimble Proposal Document.pdf
- Nimble Disk Arrays – Nimble CS-Series Datasheet.pdf
- Nimble Disk Arrays – Nimble Storage General Terms and Conditions Version 3.pdf (*on file in City Clerk’s office or click the following link for an online version: <http://www.cityblm.org/Modules/ShowDocument.aspx?documentid=9994>*)
- Nimble Disk Arrays - GSA - 0119YCarahsoft TC mod 723new.pdf (*on file in City Clerk’s office or click the following link for an online version: <http://www.cityblm.org/Modules/ShowDocument.aspx?documentid=9994>*)
- Nimble Disk Arrays - GSA Nimble Storage Rider.pdf

Motion: That the purchase of two (2) Nimble Storage CS-300 disk arrays from Carahsoft under the Federal General Services Administration (GSA) Schedule 70 contract (No. GS-35F-0119Y), along with professional implementation services, be approved in the amount of \$146,264.27 and the Purchasing Agent be authorized to issue a Purchase Order for same.

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			



# PRICE QUOTATION

CARASOFT TECHNOLOGY CORP



1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARASOFT.COM | SALES@CARASOFT.COM

**TO:** Scott Sprouls  
Director Information Systems  
City of Bloomington  
109 E. Olive St.  
City Hall 2nd Floor - Room 201  
Bloomington, IL 61701

**FROM:** Nathaniel Snead  
Carahsoft Technology Corp.  
1860 Michael Faraday Drive  
Suite 100  
Reston, Virginia 20190

**EMAIL:** ssprouls@cityblm.org

**EMAIL:** Nathaniel.Snead@carahsoft.com

**PHONE:** (309) 434-2473 **FAX:**

**PHONE:** (703) 889-9845 **FAX:** (703) 871-8505

**TERMS:** GSA Schedule No: GS-35F-0119Y  
Term: December 20, 2011 - December 19, 2016  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Cage Code: 1P3C5  
DUNS No: 088365767  
Business Size: Small  
Sales Tax May Apply

**QUOTE NO:** 7822118  
**QUOTE DATE:** 02/22/2016  
**QUOTE EXPIRES:** 03/23/2016  
**RFQ NO:**  
**SHIPPING:** FREIGHT  
**TOTAL PRICE:** \$146,264.77  
**SHIPPING AMOUNT:** \$0.00

**TOTAL QUOTE:** \$146,264.77

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	CS300-4G-72T-4TF	CS300, 2x1 GigE, Dual 1GbE (Qty. 2 pair), 12 x6TB HDD, 4x 960GB SSDs	LIST: \$136,000.00 GSA: \$130,258.54	\$52,234.09 GSA	1	\$52,234.09
2	CS300-4G-72T-4TF-NBD-5YR	NBD Parts Del Rep, SW Sup & InfoSight for CS300-4G-72T-4TF- 5YR	LIST: \$19,560.00 GSA: \$21,335.43	\$17,781.82 GSA	1	\$17,781.82
3	417-SP-HDD-6TB	Spare HDD 6TB with carrier	LIST: \$3,500.00 GSA: \$5,746.70	\$1,342.33 GSA	1	\$1,342.33
4	417-SP-PSU-1200W	Spare Power Supply Unit for CS Arrays 1200W	LIST: \$900.00 GSA: \$855.57	\$345.17 GSA	1	\$345.17
5	417-PRO-INSTALL-ARRAY2	Installation for Nimble Array (CS235/300/500/700)	LIST: \$5,000.00 GSA: \$4,753.00	\$4,545.45 GSA	1	\$4,545.45
6	CS300-4G-72T-4TF	CS300, 2x1 GigE, Dual 1GbE (Qty. 2 pair), 12 x6TB HDD, 4x 960GB SSDs	LIST: \$136,000.00 GSA: \$130,258.54	\$52,234.09 GSA	1	\$52,234.09
7	CS300-4G-72T-4TF-NBD-5YR	NBD Parts Del Rep, SW Sup & InfoSight for CS300-4G-72T-4TF- 5YR	LIST: \$19,560.00 GSA: \$21,335.43	\$17,781.82 GSA	1	\$17,781.82
<b>SUBTOTAL:</b>						\$146,264.77
						<b>TOTAL PRICE:</b> \$146,264.77
						<b>SHIPPING AMOUNT:</b> \$0.00
						<b>TOTAL QUOTE:</b> \$146,264.77

Proposal prepared for:



February 22, 2016



Prepared by  
Todd Moore, Nimble SE  
Tom Steffen, Nimble AM



## Executive Summary

The solution proposed herein provides dynamic scalability to support the changing business requirements, while meeting business continuity demands, as well as performance requirements at City of Bloomington. Our objective with this proposal is to relate how the Nimble Storage solution will reduce cost, eliminate complexity, streamline management and deliver extraordinary value to the university.

Today's enterprises face significant IT challenges; data storage requirements are increasing exponentially and organizational expectations for fast and highly available applications continue to rise. Evolving technologies such as virtualization (both server and desktop) are placing even further demands on storage infrastructure. Legacy storage and protection methodologies are at the limits of their capabilities while budgets for new infrastructure are likewise limited. As a result, many enterprises have exhausted their alternatives to cost-effectively address these challenges.

Nimble's response is based on the concept of storage, backup/recovery, and offsite replication converged into a single platform. Nimble replaces or augments an enterprise's legacy disk infrastructure with an Adaptive Flash architecture combining high-performance flash media with low-cost, high-density SAS drives. The data residing on our arrays is protected with ultra-efficient, application consistent snapshots. Comprehensive Disaster Recovery / Business Continuity is achieved through WAN efficient replication of your data to a Nimble array installed off site.

### Why Nimble?

History shows that true innovation rarely comes from established players. It is more likely to be introduced by newer players in the market who are not burdened by existing product investments or driven exclusively by the needs of their largest customers. New companies can take a fresh, forward-thinking approach to the market's needs with emerging technologies and evolved architecture. All of this characterizes what Nimble is delivering to the market with our Adaptive Flash Platform, and our objective with this proposal is to outline how Prospect will benefit from it.

### Storage Industry Pedigree

Nimble Storage was founded by a team of industry veterans who developed groundbreaking primary storage and backup technologies for market-leading companies. These include NetApp, Data Domain, EqualLogic and BlueArc. They've steered Nimble into a leadership position of our own including a successful IPO in December of 2013 – we are now publicly traded on the New York Stock Exchange (ticker symbol NMBL).

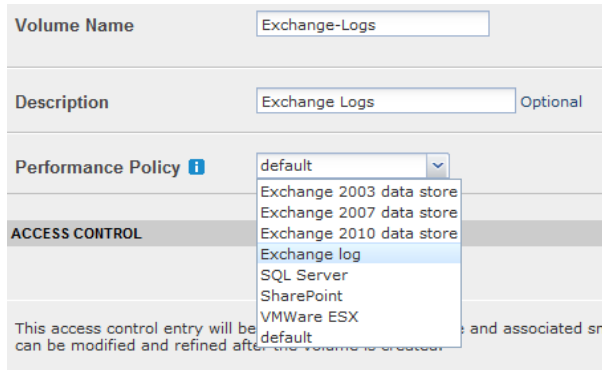


Their experience has given us unique perspective on solving the industry's most pressing storage issues: reining in complexity, removing performance bottlenecks, reducing costs, and implementing affordable data protection. With Nimble Storage you will **accelerate applications, protect your data, and empower IT.**

# Accelerate Applications

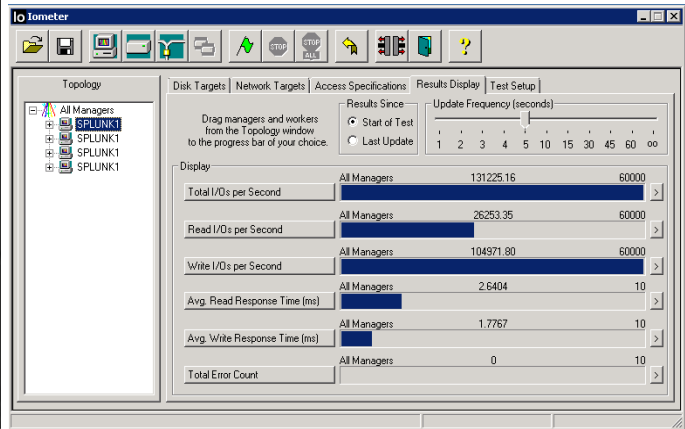
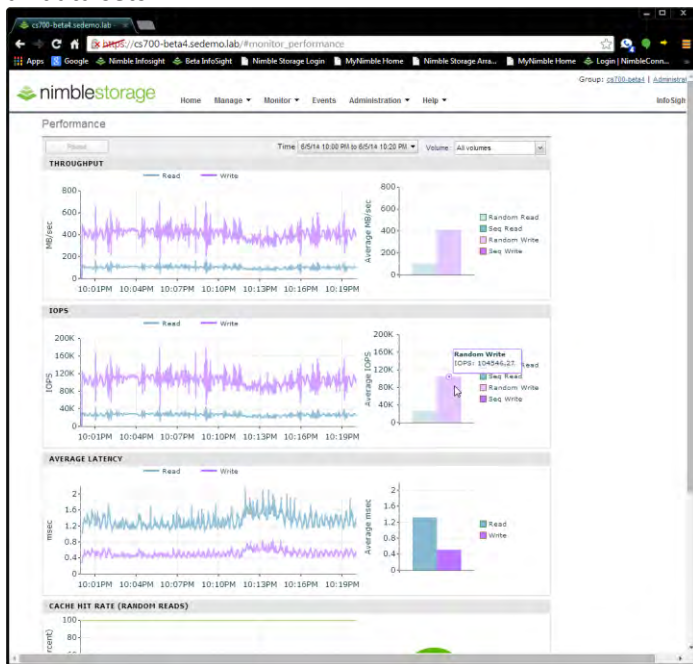
## Performance Policies

Nimble arrays ship with pre-defined, application-aware performance policies which optimize performance for commonly deployed applications and databases without extensive configuration or tuning.



## Performance 'On Demand'

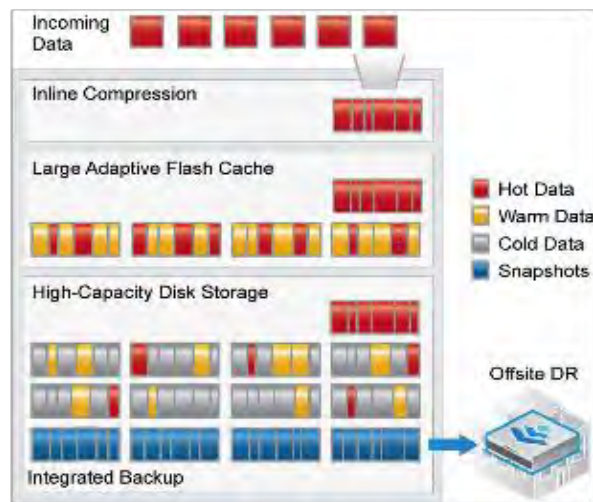
Nimble arrays leverage block-based, cache-aggressive algorithms to accelerate application performance. These algorithms rapidly cache the data your applications need into flash media so as to provide 'on demand' performance for all data sets.





## CASL™ Overview

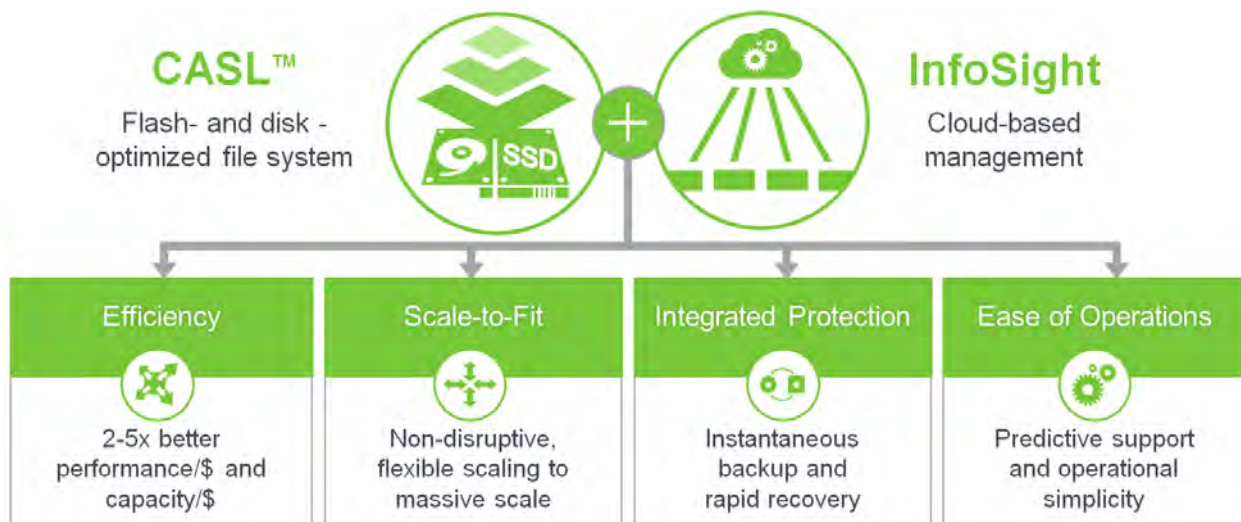
All Nimble Storage arrays store and protect data with our proprietary CASL™ (Cache Accelerated Sequential Layout) file system. The following provides a high-level overview of CASL™, describes how it works, and introduces the functionality it delivers to today's enterprises.



CASL™ compresses data in-line as it is written to our arrays, with no added latency or performance degradation. Our compression rate averages 2X (or 50%) across all workloads in our customer base. This means our customers consume, on average, HALF as much capacity on Nimble than they did on their legacy storage platform.

Compressed data blocks are coalesced into large stripes, which are then written sequentially to the disk subsystem. The combined work of compression + coalescing reduces the IO workload to disk by 100X. The effect this has is extraordinary performance (up to 10,000 IOPS/SAS drive) and maximum capacity efficiency.

Data is then protected with triple parity RAID and our pointer-based snapshots and WAN efficient replication offsite. As your application requirements change over time, our platform allows you to address them by scaling performance and capacity together or independent of one another. We will elaborate on our data protection functionality and scalability later in this proposal.





## Protecting Data

### Snap

Nimble Storage provides built-in data protection functionality through the use of snapshot-based backups. According to the Gartner Group: **“A major advantage of snapshots over backup software is that they scale very well. No data movement means near instant application recoveries.”** Nimble snapshots employ a Redirect on Write (RoW) methodology and are variable block aware down to a 2K block size, providing unrivaled granularity and efficiency. Our data protection further provides the following key benefits:

- **Application consistent** backups & replicas
- Complete **backups in seconds or minutes** without impacting system performance
- Retain hundreds or thousands of recovery points **for 30-120 days** without sacrificing precious capacity
- **Zero copy cloning** of snapshots for test/dev and recovery

### Replicate

Disaster Recovery/Business Continuity is easily supported through the implementation of a second Nimble Storage system as a target for snapshot replication. Nimble’s replication functionality includes several supported topologies; bidirectional, many to one, and of course unidirectional. Our replication solution further provides the following key features

- Unrivaled **WAN efficiency**
- Bandwidth **QoS** functionality
- Flexible, **policy based** scheduling

### Recover

Near instant recovery is achieved through restoring local snapshots or remote replicas. With the use of local snapshots and offsite replication, Nimble customers can:

- Establish a near zero RTO with an RPO that is measured in minutes
- Achieve automated failover through our Site Recovery Adapter (SRA)
- Effectively test failover processes for compliance

Nimble customers can continue to leverage incumbent backup infrastructure for audit/compliance purposes or for long term archiving needs. However, there may be opportunities to significantly reduce expenditure on that infrastructure through reductions in licensing, media consumption, etc. by leveraging our snapshots & replicas.

### Encrypt

Taking a CPU-based approach to encryption allows Nimble to take advantage of the on-board CPU encryption capabilities built into the CPUs on the arrays we’ve been shipping for the last few years. This lets us do some new interesting and beneficial things:

- Encryption capability is instantly available as part of a simple software upgrade, enabling it on the whole system or per volume. You can contrast this with a heavy-handed approach to purchasing new FDE enabled HDDs/SSDs and then needing to migrate data to these new drives.
- Allowing an encryption key per volume, as opposed to an entire disk, which provides per-volume choice – you can now pick and choose which volumes deserve encryption. This also enables per-volume or per-tenant shredding. Simple deletion of a volume will result in the removal of access to the key associated with that volume.
- Encrypted data is preserved over replication. Specifically, data which is encrypted on the primary array is replicated in an encrypted format to its downstream partner, allowing an extra layer of security that cannot be achieved with FDE.
- Encryption of data with the benefits of space reduction. Encryption done post-compression preserves space savings and works seamlessly with space-efficient snapshots and zero-copy clones as well as volumes that are striped across multi-array pools in a cluster.

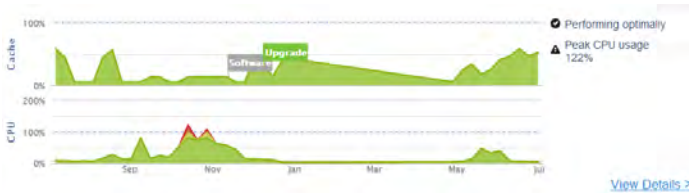
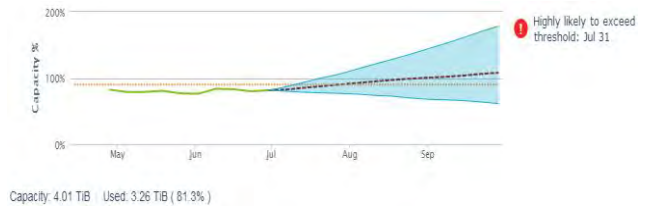
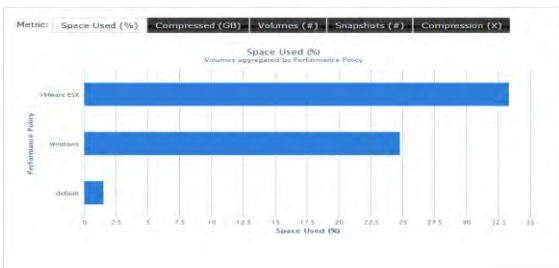
# Empower IT

## Monitoring & Analysis with InfoSight

With InfoSight, Nimble Storage leverages the power of data science to deliver true operational efficiency across all storage activities. InfoSight consists of:

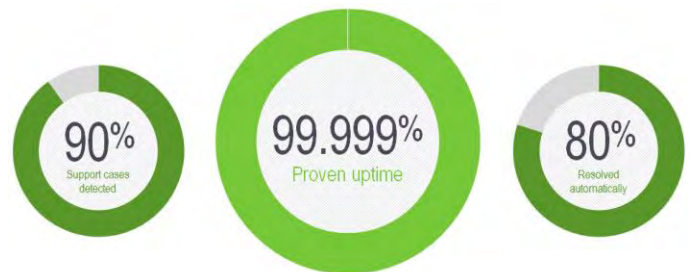
- The InfoSight Engine: A telemetry collection engine comprised of powerful analytics, system modeling capabilities, and predictive algorithms
- The InfoSight Portal: A secure online portal which serves as a customer window into their environment
- Proactive Wellness: Proactive alerts for system health, performance, and protection gaps

This “deep data” approach to customer support delivers storage health insights that can be leveraged to streamline maintenance by enabling granular alerting, accurate forecasting, and a level of overall storage health insight that vastly improves productivity and optimizes system availability.



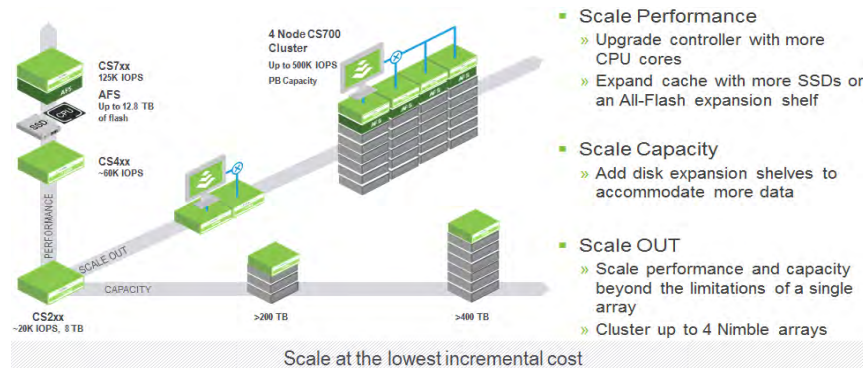
**“With InfoSight, I’m confident I can not only pinpoint storage performance bottlenecks, but know exactly what is necessary to resolve them.”** – MulvannyG2, global architectural firm ranked among top 50 worldwide

**“Postsales support via remote automation software coupled with a real-time analytics engine enables Nimble Storage to quickly identify configuration problems and component failure patterns, and proactively advise customers of the appropriate corrective action to take, as well as to dispatch field replaceable unit (FRU) components.”** – Gartner 2013 Magic Quadrant for multi-purpose disk arrays



## Scale to Fit Workload Requirements

Nimble Arrays can operate as standalone individuals, nodes in a grid, and/or as replication targets offsite. Scaling with Nimble is simple and occurs on the fly with no down time required. Nimble customers can scale performance independent of capacity or together with it. Our arrays scale modularly and flexibly as illustrated below.



1. **Scale Up** - To increase the pure performance of a specific array, Nimble customers can upgrade the CPU cores on each controller, and/or increase Cache (SSD). Such scaling typically yields an increase of 2x-3x per system (measured in IOPS).
2. **Scale Deep** - Many customers are served well by the performance of a single Nimble array and simply require more capacity. To support this, Nimble customers can augment their existing arrays with additional capacity by adding drive expansion shelves to the arrays in their environment.
3. **Scale Out** – This enables multiple Nimble storage arrays to be clustered together. The initial release of this functionality supports up to 4 Nimble arrays in a peer cluster and array models can be mixed and matched within that cluster. This functionality scales performance and capacity together, linearly. Scale Out further protects storage investments and eliminates the need to ‘forklift upgrade’.

## Minimize Costs

Nimble’s CASL file system and Scale to Fit architecture squeeze the most performance and capacity out of the smallest footprint possible. This efficiency facilitates expenditure on only what you need – nothing wasted. And since all software functionality is included with each Nimble array, there are no additional licenses or support costs for enterprise functionality like:

1. Application Aware snapshots
2. In-Line variable block compression
3. WAN efficient Replication
4. Thin provisioning
5. Zero Copy Cloning
6. Application Integration with Microsoft, VMWare, Citrix, and Oracle

## World Class Support

Nimble Storage provides a white glove customer support experience to maximize the value of your investment with us. As a Nimble customer, you can expect:

- Support delivered by experienced Technical Support Engineers with significant networking and storage expertise
- Support teams that are co-located with software and hardware engineers to ensure rapid resolution of customer issues
- 24x7 service & system monitoring for ALL customers with an active support contract

## Service and Support Plan Deliverables

- Software updates and upgrades for the duration of the support plan, including patch releases, maintenance releases, and feature releases.
- 24x7x365 access to the Nimble online support portal:
  - <http://nimblestorage.com/support.html>
- 24x7x365 access to Nimble Technical Support:
  - Phone: 1-877-3NIMBLE (877-364-6253)
  - Email: [support@nimblestorage.com](mailto:support@nimblestorage.com)
- Parts replacement SLA choices: Next Business Day (NBD), 4 Hour (4H), or 4 Hour Onsite Replacement (4ON)

## Installation Service

The installation service ensures a rapid and effective deployment of the Nimble solution proposed in this document. This service, performed by our certified engineers, ensures a high quality engagement that minimizes disruption to your operations. During this engagement, the following steps are performed but not limited to:

- Site preparation and installation review via planning calls, emails, and/or site visits
- Racking and initialization of Nimble array
- Physical connection of cables, networking and power components
- Firmware updates / upgrades storage arrays
- Configuration of Nimble Protection Manager and MPIO on up to four iSCSI attached hosts
- Volume creation, including performance profile and protection set assignment
- Connection and initial desired provisioning to Virtualized, DB and App hosts
- Verification of read/write access
- High availability controller verification
- Volume Snapshot configuration and verification
- Volume Snapshot Replication configuration and verification testing – if applicable
- Auto Support configuration, heartbeat registration, email alerts testing
- Customer orientation, knowledge transfer, hands on UI training

## Hardware & Software Components w/ Pricing

### CS 300 Array (quantity two provided for primary and dr):

- 30,000+ iops
- 72TB of Raw Capacity
- 50-100TB Effective Capacity (50TB before compression)
- 4TB of Adaptive Flash Cache
- Fully Redundant Hardware to support 99.999% uptime
- Includes 24x7 Nimble support and Infosight access
- Includes 5 year NBD parts replacement
- Average compression 1.3-1.8x
- 1 gig
- Each array 3U
- 500 watts power draw
- Also including a Spare 6TB HD & Power Supply

**All inclusive Cost (hardware, support, and install): \$146,264.27**

### Shelf Estimates only (for future expansion):

- H60: 60TB Raw Capacity: \$35,000-\$40,000 depending on support desired
- H90: 90TB Raw Capacity: \$45,000-\$50,000 depending on support desired
- Non-disruptive upgrade

### Software (all Licensing included):

- Thin Provisioning
- Inline Compression
- Efficient Snapshots
- Efficient Replication w/ compression
- Zero-copy clone volumes
- VMware Integration
- Microsoft Integration
- Nimble Protection Manager
- Infosight Proactive Support and Management Portal

## Conclusion

Nimble Storage has built a substantial customer base from which many reference accounts exist. We would be glad to connect you to similar sized customers for reference as interested. Our focus with this proposal is to illustrate how easy it can be to deploy a cost effective, high performance, modular storage solution without compromise.

We thank you for the opportunity to present our technology and look forward to earning your business.

Best Regards,

Tom Steffen – Sr. Account Executive Nimble Storage  
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Todd Moore – Sr. Systems Engineer Nimble Storage  
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# Nimble Storage CS-Series Arrays: Building Blocks of the Adaptive Flash Platform

Nimble Storage CS-Series arrays are the building blocks of Adaptive Flash, a storage platform that dynamically and intelligently allocates storage resources to satisfy the changing needs of business-critical applications.



Adaptive Flash is based on CASL™, Nimble’s patented Cache Accelerated Sequential Layout architecture, and InfoSight™, its data sciences-based approach to the storage lifecycle. CASL allows performance and capacity to be scaled seamlessly and independently. InfoSight leverages the power of deep-data analytics to deploy storage resources as needed by business-critical applications.

## Nimble Storage CS-Series Arrays

Any Nimble Storage array can be scaled to enterprise levels of performance and capacity.

**The CS210, CS215, and CS235** provide value and capacity for small to medium-sized IT organizations or remote offices, for workloads such as Microsoft Exchange and VDI.

**The CS300** is ideal for midsize IT organizations or distributed sites of larger organizations. It offers the best capacity per \$ for workloads like Microsoft applications, VDI, or virtual server consolidation. The CS300 delivers 1.6x more IOPS than the CS235.

**The CS500** offers advanced performance for larger-scale deployments or IO-intensive workloads, like larger-scale VDI, and Oracle or SQL Server databases, and provides the best performance and IOPS per \$. The CS500 achieves 5x the performance of the CS235.

**The CS700** is designed for consolidating multiple large-scale critical applications with aggressive performance demands. It delivers approximately 7x the IOPS of the CS235.

All Nimble Storage arrays support the iSCSI storage protocol. Fibre Channel protocol support is available with the CS235, CS300, CS500, and CS700.

## Scale-to-Fit with Scale-Out Architecture

CASL’s scale-to-fit capability allows performance and capacity to be scaled seamlessly and independently to meet the growing demands of today’s enterprise applications. Capacity can be scaled to hundreds of terabytes by simply adding disk shelves while performance can be enhanced by adding CPU cores for greater overall throughput or additional solid state drives (SSDs) for enhanced read performance. Performance and capacity can even be seamlessly scaled beyond a single array to a cluster of up to any four Nimble Storage arrays.

## Integrated Data Protection

Data protection is built into every Nimble Storage array, eliminating the inefficiency associated with managing primary and backup storage tiers. Nimble arrays use advanced data protection features including frequent point-in-time snapshots and WAN-efficient replication.

## InfoSight and Proactive Wellness

InfoSight is a key component of the Adaptive Flash platform, offering expert guidance on scaling. InfoSight monitors all Nimble arrays, collectively and individually, from the cloud, using the data it collects to pinpoint problems — and offer remedies — before they can bring systems down.

In addition to InfoSight, Nimble offers these key support benefits: access to 24x7 technical support; 4-hour, or next business day, parts delivery; always-on monitoring and response; and frequent software updates.

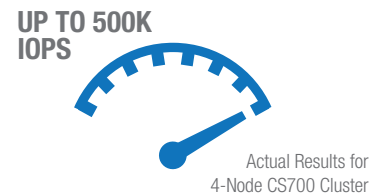
“Our customers see large data sets, small data sets and diverse workloads. Nimble’s CS700 and all-flash expansion shelf combine to offer customers a means of covering lots of ground in terms of both performance and capacity, within an attractively small datacenter footprint.”

Jeff Thomas  
Director of IT operations  
MarkLogic

## Our Customers Require Up To 10x Less Rackspace



## Our Customers Get Blazing Performance



## Our Customers Enjoy Virtually Zero Downtime





## Product Specifications

Product Family	Ultimate Performance Scale-Out Cluster <sup>1,7</sup>	Extreme Performance Family						High Performance Family						Base Performance Family						Value Array Family					
		CS700						CS500						CS300						CS210		CS215		CS235	
Nimble CS-Series Array	4x CS700																								
Raw Disk Capacity, Base (TB) <sup>2</sup>	2,448	12	24	36	48	72	12	24	36	48	72	12	24	36	48	72	8	12	12	24					
Min. Usable Capacity (TB) <sup>4</sup>	1,784	8	16	25	33	50	8	16	25	33	50	8	16	25	33	50	4	8	16						
Effective Capacity, Base (TB) <sup>2</sup>	1,784-3,568	8-16	16-32	25-50	33-66	50-100	8-16	16-32	25-50	33-66	50-100	8-16	16-32	25-50	33-66	50-100	4-8	8-16	16-32						
Effective Capacity, Maximum (TB) <sup>3,5,6</sup>	3,568	808	824	842	858	892	808	824	842	858	892	808	824	842	858	892	140	302	428						
Max Number of Disk Expansion Shelves	24	up to 6						up to 6						1		3 <sup>6</sup>		3 <sup>6</sup>							
Base/Max Flash Capacity per Array (GB)	30,720	3,200 to 7,680						1,200 to 7,680						480 to 3,840		160 to 640		320 to 1,200		480 to 1,200					
Max Supported Flash with All-Flash Shelf (GB)	192,000	38,400						38,400						16,000		NA		NA		NA		NA			
Power Requirement (Watts)	13,000	650						600						500		450		500		500		500			

## Expansion Shelves

	HDD Expansion Shelves				SSD Expansion Shelf	
	ES1-H25	ES1-H45	ES1-H65	ES1-H85	ES1-H90T	ES1-AFS
Raw Disk Capacity (TB) <sup>2</sup>	15	30	45	60	90	NA
Min. Usable Capacity (TB) <sup>4</sup>	11	23	34	45	66	NA
Effective Capacity (TB) <sup>2,5</sup>	11-22	23-46	34-68	45-90	66-132	NA
Flash Capacity (GB) <sup>6</sup>	160 / 480	300 / 960	600 / 960	1,600	1,920	up to 30,721B
SAS Connectivity Per Controller	2x 6Gb SAS (2 modules/shelf)					2x 6Gb SAS (2 modules/shelf)
Power Requirement (Watts)	400					200

## Physical and Environmental Specifications

Dimensions	5.2"H x 17.2"W x 26.5"D 13.2 cm x 43.7 cm x 67.3 cm 3 Rack Units
Weight	76 lbs. / 34.5 kg
Weight (All-Flash Shelf)	55 lbs. / 25 kg
Operating Temperature	50° - 95° F (10° - 35° C)
Non-Operating Temperature	32° - 104° F (0° - 40° C)
Operating Humidity	8 - 90%
Non-Operating Humidity	5 - 95%

## Supported Protocols and Network Connectivity

Supported Protocols	CS700		CS500		CS300		CS235		CS215		CS210	
	SCSI Fibre Channel	iSCSI Fibre Channel	SCSI Fibre Channel	iSCSI Fibre Channel	SCSI Fibre Channel	iSCSI Fibre Channel	SCSI Fibre Channel	iSCSI Fibre Channel	SCSI Fibre Channel	iSCSI Fibre Channel	SCSI Fibre Channel	iSCSI Fibre Channel
Number of Available Interface Cards (per array controller)	3	3	3	3	3	3	3	3	3	3	3	3
Dual-port 16GbE (on board) <sup>6</sup>	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)	1 (included)
Dual-port 16GbE (optional)	N/A	2 only	2 only	2 only	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 (included)
Dual-port 10Gbaset (optional)	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2
Dual-port 10GbE SFP+ (optional)	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2	1 or 2
Dual-port 16Gb FC (optional)	2 or 3	1 or 2	1 only	1 only	1 only	1 only	1 only	1 only	1 only	1 only	1 only	1 only
On-Board 6Gb SAS Connectivity Per Controller	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane	2x 4-lane

### Notes

- Maximum performance configuration consists of 4x CS700 arrays, each with 1x ES1-AFS all-flash expansion shelf and 6x ES1-H85 capacity expansion shelves.
- Raw and effective capacities are calculated using Base 10 (i.e., 1 TB = 1,000,000,000,000 bytes) after excluding space for parity, spares, and system overhead; the range represents 0 to 2x compression.
- Maximum capacity is the capacity of the base array and maximum number of expansion shelves.
- Minimum usable capacity denotes the base capacity available to users once parity, spares and system overhead are deducted from overall raw capacity. Compression increases overall effective capacity.
- Compression rates vary across applications. 2x compression factor reflected in upper range of effective capacity (based on actual compression rates seen by customers)
- Each array controller has 2x 16GbE ports built in. Additional network interface options vary, per array family.
- Max flash capacity shown accounts for SSD capacity included with each ES1 expansion shelf.
- Max. capacity for CS215 includes two ES1-H90T expansion shelves and one ES1-H25 expansion shelf.
- Max. capacity for CS235 includes three ES1-H90T expansion shelves (requires NimbleOS 2.3).
- Larger flash capacity listed for ES1-HxxB variants



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Nimble Storage  
2740 Zanker Road  
San Jose, CA 95134

**Carahsoft Rider to Manufacturer End User License Agreements  
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Nimble Storage ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
  
- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
  - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  
  - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
  
  - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
  
  - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

**(a) Error! Unknown document property name.**

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

## NIMBLE STORAGE END USER LICENSE AGREEMENT

By opening this package or using this Product or installing or using any Software (each as defined below), you agree to the terms of this End User License Agreement (“**Agreement**”) between Nimble Storage Inc., located at 2645 Zanker Road, San Jose, CA 95134 (“**Nimble**”), and you (“**Licensee**”). If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case “Licensee” shall refer to such entity. If you do not agree to the terms of this Agreement, you may not use this Product or install or use the Software and you may choose, in the case of a Product containing Embedded Software (defined below), to promptly return such Product for a refund of the Product purchase price. You acknowledge and agree that your license to use the Software shall be limited to use solely in conjunction with the Product purchased by you from Nimble or Nimble’s authorized reseller and for which you have paid the required fee. This Agreement and any other written agreements between you and Nimble with respect to the Product constitute the final, complete, and exclusive agreement between the parties regarding the Product and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

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**6. TERM AND TERMINATION.** Nimble may terminate this Agreement immediately upon written notice if Licensee materially breaches this Agreement and fails to cure such breach within fifteen days after written notice of breach by Nimble. Sections 1, 2.2, 3, and 4 to 9 will survive the termination or expiration of this Agreement for any reason.

## **7. OWNERSHIP**

**7.1 Intellectual Property Rights.** Licensee acknowledges and agrees that Nimble and its suppliers exclusively own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights worldwide (collectively, “**Intellectual Property Rights**”) in and to the Software, the Documentation, and all Confidential Information. Nimble and its suppliers expressly reserve all rights not expressly granted to Licensee in this Agreement. Licensee shall not engage in any act or omission that would impair any Intellectual Property Right of Nimble or any of its suppliers.

**7.2 Feedback.** Any questions, comments, or feedback provided by Licensee to Nimble regarding the Software and any other products, services, or materials provided by Nimble (collectively, “**Feedback**”) will be deemed non-confidential and non-proprietary information for purposes of this Agreement. Nimble will have no obligation to Licensee or any third party with respect to such Feedback, and be free to use and exploit such

Feedback in any form or manner and for any purpose and without payment of any consideration to Licensee or any third party.

**8. CONFIDENTIALITY.** The Software, any related benchmark or performance tests, and certain information regarding Nimble’s business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information is considered Nimble’s “**Confidential Information.**” Licensee shall protect the Confidential Information from unauthorized dissemination and use with the same degree of care that Licensee uses to protect its own like information and, in any event, will use no less than a reasonable degree of care in protecting such Confidential Information. Licensee will use the Confidential Information only for those purposes expressly authorized in this Agreement. Licensee will not disclose to third parties the Confidential Information without the prior written consent of Nimble.

## **9. GENERAL**

**9.1 Governing Law.** This Agreement will be governed by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in a state or federal court located in Santa Clara County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding, except that Nimble may file a claim or take action in any court having jurisdiction to protect its intellectual property or confidential information.

**9.2 No Maintenance or Support.** Nimble will have no obligation under this Agreement to provide Licensee maintenance or support services relating to the Software.

**9.3 Autosupport.** Licensee acknowledges and agrees that the Software may transmit to Nimble diagnostic data relating to the Products, including without limitation system performance, capacity usage, hardware faults, and other information of a similar nature (collectively, “**Diagnostic Data**”), if Licensee enables such feature. The Diagnostic Data does not include any user data contained within a storage device. The Software may transmit to Nimble Diagnostic Data on a daily or other periodic basis or upon a failure or crash of the Software. Licensee agrees that Nimble will have the right to: (a) use the Diagnostic Data to troubleshoot and monitor the Products and to enhance, improve, and develop current and future Nimble products and services; and (b) disclose the

Diagnostic Data to third parties in an anonymous and aggregated form that does not link such Diagnostic Data to Licensee.

**9.4 Miscellaneous.** Nimble may freely assign its rights or delegate any of its duties under this Agreement. Licensee may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement without Nimble’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. The Software is deemed irrevocably and unconditionally accepted upon installation or use thereof. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth above, for Nimble, and on the most recent order documentation, for Licensee, and will be effective upon receipt or five business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party. Licensee acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin. Licensee agrees that it will not export or re-export the Products in any form without the appropriate United States and/or foreign government licenses. If Licensee is a branch or agency of the United States Government, the following sentence applies. The Software and Documentation are comprised of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. Unless the context clearly requires otherwise, “includes” and “including” are not limiting.



**CONSENT AGENDA ITEM NO. 7H**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving the purchase of training Ammunition for the Police Department through the Illinois Department of Central Management Services Contract No. 4017592.

**RECOMMENDATION/MOTION:** Recommend Council approving the purchase of 108 cases of .40 caliber pistol (Winchester #Q4238) ammunition totaling \$26,028.00, and 68 cases of 5.56 mm rifle ammunition (Winchester #Q3131) totaling \$23,936.00 from Ray O’Herron Company, Inc. under the Illinois Department of Central Management Services Contract # 4017592 for a total of \$49,964.00.

**STRATEGIC PLAN LINK:** Goal 1: Financially Sound City Providing Quality Basic Services; Goal 4: Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** The purchase of this ammunition will allow members of the Bloomington Police Department to increase and maintain their operational skillset of their duty pistols.

**BACKGROUND & OVERVIEW:** To continue to build upon the previous years revamped firearms training, the Bloomington Police Department Firearm instructors continue to enhance Officer’s skillsets with both the .40 caliber pistol, and the 5.56 mm AR15 patrol rifle. The current training methodologies and practices which are needed for the officers to be safe and proficient require the use of both calibers of ammunition. In the event an officer ever needed to use either their .40 caliber pistol or AR15 patrol rifle in the course of their duties. The officer will be confident in their abilities to properly utilize either weapon platform.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** NA

**FINANCIAL IMPACT:** Funds are included in the FY 2016 Budget under Police-Other Supplies account (10015110-71190). Stakeholders can locate this in the FY 2016 Budget Book titled “Budget Overview & General Fund” on page 255.

Respectfully submitted for Council consideration.

Prepared by: Stephen Sicinski, Police Sergeant

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

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

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

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Motion: Recommend Council approving the purchase of 108 cases of .40 caliber pistol (Winchester #Q4238) ammunition totaling \$26,028.00, and 68 cases of 5.56 mm rifle ammunition (Winchester #Q3131) totaling \$23,936.00 from Ray O’Herron Company, Inc. under the Illinois Department of Central Management Services Contract # 4017592 for a total of \$49,964.00.

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

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





CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving a three (3) year extension agreement with Mad Bomber Fireworks Productions for July 4, 2016; July 4, 2017; and July 4, 2018.

**RECOMMENDATION/MOTION:** That three (3) year contract extension for the annual fireworks display with Mad Bomber Fireworks be approved and authorized by the City Manager, and City Clerk, to execute the agreement.

**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.

The annual Fourth of July Skyconcert offers residents the chance to attend and view a fireworks display with simultaneous patriotic music by local AM radio station, WJBC as a free, family-oriented special event.

**BACKGROUND:**

The City of Bloomington at Miller Park and Town of Normal at Fairview Park for more than 25 years have shared a joint effort to prepare and coordinate the annual Fourth of July fireworks displays. The Bloomington display draws anywhere from 6,000-10,000 people to Miller Park and the surrounding area to view the show. This Public/Private partnership is simultaneously shot at each location to a patriotic themed musical set. The musical set is aired on local AM radio station WJBC and may be simulcast on B104 and WBNQ in 2016.

As part of the original three year contract signed in 2013 with Mad Bomber Fireworks Productions, the City of Bloomington and Town of Normal were extended an option to renew an additional three years 2016, 2017, & 2018. Upon jointly reviewing last year's fireworks display performance with Normal Parks and Recreation staff, City of Bloomington staff are recommending renewal of the three year contract for \$26,000 in 2016, \$28,000 in 2017, and \$29,000 in 2018. This recommendation is based on the high number of and variety of shells Mad Bomber has provided for the past three years, as well as offering the lowest cost proposal.

The bids were let because Mad Bomber was the lowest bidder 3 years prior and have provided outstanding service and great value with their shows. With the initial contract in 2013 Mad Bomber offered this extension as part of the agreement. The Town of Normal has already approved their Council Action regarding this 3 year contract extension.

Each year State Farm has been a valued corporate sponsor, and will provide \$9,600 to each community in support of the family oriented free event. Each community has budgeted \$26,000 for the 2016 display. With State Farm's contribution, the net expense to the City for 2016 will be \$16,400. Mad Bomber has provided an annual opt-out clause for 2017 and 2018 if performance expectations are not met.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Town of Normal – James Wayne, Assistant Director of Normal Parks & Recreation, WJBC – Laura Ewan, WJBC Assistant Program Director, State Farm – Edward C. Gold, Advertising Director

**FINANCIAL IMPACT:** Funding is included in FY 2017 Proposed Budget under Recreation - Other Purchased Services account (10014112-70690). State Farm is donating \$9,600 to the City of Bloomington for the fireworks; the City's cost will be \$16,400 for a total fireworks display totaling \$26,000. Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Overview & General Fund" on page 193.

Respectfully submitted for Council consideration.

Prepared by:	Eric Veal – Assistant Director of Parks, Recreation & Cultural Arts
Reviewed by:	Jay Tetzloff, Director of Parks, Recreation and Cultural Arts
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel
Recommended by:	



David A. Hales  
City Manager

**Attachments:**

- Agreement – Mad Bomber Fireworks Productions
- Agreement – Radio Bloomington Promotional Services

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Motion: That three (3) year contract extension for the annual fireworks display with Mad Bomber Fireworks be approved and authorized by the City Manager, and City Clerk, to execute the agreement.

# MAD BOMBER

## FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350  
11N485 HUNTER TRAIL \* ELGIN, IL 60124 \* (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL  
IS FOR THE

# CITY OF BLOOMINGTON

## Annual Independence Day Celebration!

JULY 4th, 2016-2017-2018

*Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on all multiple break, and special effect display shells. Plus a complete line on oriental & imported pattern shells from China, Japan, and Taiwan. Also included are the latest brilliant colored shells from the leading manufactures in the United States.*

### INCLUDES THE FOLLOWING:

25 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Ten Million Dollars road liability.

Rain dated at NO extra charge.

Choreographed Display Production.

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# MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 20TH day of JANUARY, 2016 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and

CITY OF BLOOMINGTON P.O. Box 3157 BLOOMINGTON, IL 61702

Herein after referred to as Buyer, of CITY OF BLOOMINGTON State ILLINOIS

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$26,000.00 for said Display. Upon acceptance of this agreement Buyer will pay Seller a sum of (WAIVED) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the FOURTH day of JULY, 2016, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 420' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller.
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage, or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to include Attachments, if any. See Attachments: No. 1 CONTRACT EXTENSION (3) YEARS 2016-2017-2018

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS  
By Dan P. Trill  
Sr. Vice President

BUYER  
By \_\_\_\_\_  
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date: 01/20/16

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

**ATTACHMENT NO. 1  
CONTRACT EXTENSION**

**CITY OF BLOOMINGTON, ILLINOIS**

- 9. Buyer further agrees to purchase fireworks shows in the years of 2016 for \$26,000, 2017 for \$28,000, And 2018 for \$29,000 per show. Exact dates to be mutually agreed upon by both Seiler and Buyer.
- 10. Seller agrees to provide the same fireworks show for the duration of the contract extension.
- 11. The City of Bloomington retain the right to cancel this agreement after each annual performance in 2016, 2017, and 2018 if, in the sole judgment of the City of Bloomington, the performance, the fireworks or the service associated with the performance do not comply with representations made by Mad Bomber or with the standard of performance the City of Bloomington have required from entities supplying performances for the citizens of Bloomington.

**MAD BOMBER FIREWORKS PRODUCTIONS**

**BUYER**

By           Dan P. Miller          

By \_\_\_\_\_  
(Is duly authorized agent, who represents that  
he/she has full authority to bind the Buyer)

Date           01/20/16          

Date \_\_\_\_\_

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## RADIO BLOOMINGTON PROMOTIONAL SERVICES AGREEMENT

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This agreement (the "*Agreement*") dated as of September 1, 2015 is by and between Cumulus Broadcasting LLC / Radio Bloomington, WJBC , 236 Greenwood Ave. Bloomington, IL 61704, a radio station owned and operated by Cumulus Broadcasting LLC (herein after "Cumulus") (VENDOR), and State Farm Mutual Automobile Insurance Company, on behalf of itself, its subsidiaries and affiliates. ("STATE FARM") ("Client") Client is sponsoring The Spirit of McLean County Skyconcert (the "*Event*") scheduled to take place on July 4, 2016; July 4, 2017; and July 4, 2018 at Miller Park in Bloomington, IL and Fairview Park in Normal, IL ("*Venue*"). Client desires to engage the services of Cumulus and Cumulus desires to provide its services to prepare advertising and promotional campaigns for the Event, and to place media advertising in connection therewith.

1. TERM. The Term of this Agreement (the "*Term*") shall be June 1, 2016 through May 31, 2019. The three contract years will be June 1, 2016- May 31, 2017; June 1, 2017 – May 31, 2018; and June 1, 2018 – May 31, 2019.

2. CLIENT'S RESPONSIBILITIES. Client agrees that it shall be responsible for the following:

- a. Granting to Cumulus Radio Bloomington, WJBC for the Term of this Agreement, the right and license to act as the exclusive media partner for the Event
- b. Paying WJBC \$19,200 prior to June 1<sup>st</sup> of each contract year (2016, 2017 and 2018).

3. CUMULUS RADIO BLOOMINGTON, WJBC RESPONSIBILITIES. Cumulus agrees that it shall be responsible for the following:

- a. Preparing on air promotion for the event on or around June 15 of each contract year with final approval provided by State Farm.
- b. Preparing the music to accompany the fireworks display in accordance with licensing agreements.
- c. Airing the music to accompany the fireworks display on the air during the event in accordance with licensing agreements.
- d. Including a pre-approved in writing message from client as part of the introduction to the fireworks display heard on-air. The pre-approved in writing message will be drafted by Cumulus and approved in writing by the STATE FARM representative in Section 16 – Notices.
- e. Airing radio promotional announcements for client in the amount of \$19,200 per contract year. (\$3,000 of which may be aired on WBNQ and/or WBWN each year). All remaining spots must air on WJBC 1230 AM during the designated contract year. Balance will not be carried over.
- f. Client shall be the sole sponsor of the Event in the fields of auto or fire insurance or financial services.

4. FEES/REVENUES. The Parties agree to the following:
  - a. Fees. Client will pay WJBC \$19,200 prior to June 1st of each contract year.
5. CANCELLATION OF EVENT / FIRST RIGHT OF REFUSAL.
  - a. If the Event is cancelled for any reason except for breach of this Agreement by Cumulus, Client agrees to honor the details of this agreement for the "rain date" as determined by the City of Bloomington, IL and Town of Normal, IL.
6. REPRESENTATIONS AND WARRANTIES: Each party hereto represents warrants and covenants to the others as follows:
  - a. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and
  - b. The execution, delivery and performance of the Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.
7. HOLD HARMLESS. Anything in the Agreement to the contrary notwithstanding, each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") fully harmless against any loss, damages, claims, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligent or intentional acts or omissions of the Indemnifying Party, and for which recovery is sought against the Indemnified Party by that third party. The Indemnifying Party also shall indemnify the Indemnified Party for any costs and reasonable attorneys' fees incurred in the Indemnified Party's defense of any such third party claim.
8. INFRINGEMENT INDEMNIFICATION. Anything in the Agreement to the contrary notwithstanding, VENDOR at its own expense shall defend and hold STATE FARM fully harmless against any action asserted against STATE FARM (and specifically including costs and reasonable attorneys' fees associated with any such action) to the extent that it is based on a claim that use of the products and/or services being provided to STATE FARM under this Agreement infringe any patent, copyright, license or other proprietary right of any third party. STATE FARM shall promptly notify VENDOR in writing of any such claim. If as a result of any claim of infringement against any patent, copyright, license or other proprietary right of any third party, STATE FARM is enjoined from using the products and/or services, or if VENDOR believes that the products and/or services are likely to become the subject of a claim of infringement, VENDOR at its option and expense will procure the right for STATE FARM to continue to use the products and/or services or replace or modify the products and/or services so as to make them non-infringing.
9. USE OF STATE FARM NAME. Except as necessary in the performance of this Agreement, anything in the Agreement to the contrary notwithstanding, VENDOR expressly agrees that it shall not disclose or otherwise identify STATE FARM orally or in any of VENDOR's advertising, publications, or other media that are displayed or disseminated to VENDOR's customers or other parties.

10. CONFIDENTIALITY.

- a. The parties expressly acknowledge that in the course of their performance hereunder, they may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary or other like information or products of the other party or of third parties, including but not limited to the other party's vendors, consultants, suppliers or customers (the "Information"). Anything in this Agreement to the contrary notwithstanding, the parties expressly agree that they will keep strictly confidential any such Information that they learn.
- b. STATE FARM and VENDOR agree that, for the purposes of this Agreement, third parties whose duties for STATE FARM or as a subcontractor for VENDOR in performing VENDOR's duties under this Agreement require access to the Information provided under this Agreement shall have access to the Information as required by such duties, provided that: (i) such third parties have agreed in writing with either STATE FARM or VENDOR, in terms no less protective than the confidentiality obligations of this Agreement, to keep confidential the Information; (ii) such third parties have agreed in writing with either STATE FARM or VENDOR not to use the Information for their own benefit or the benefit of any person or entity besides STATE FARM; and (iii) STATE FARM, when allowing such third parties access to VENDOR's Information, will not exceed the license or use restrictions in this Agreement.
- c. VENDOR agrees not to use STATE FARM's or a STATE FARM third party's Information for its own benefit or the benefit of any person besides STATE FARM.
- d. The term "Disclosing Party" shall refer to the party to this Agreement providing the Information to the other party. The term "Receiving Party" shall refer to the party receiving the Information in the course of its performance under this Agreement. The term "Information" shall not include products or information that: (i) are in the public domain or in the possession of the Receiving Party without restriction at the time of receipt under this Agreement; (ii) are used or released with the prior written approval of the Disclosing Party; (iii) are independently developed by the Receiving Party, or (iv) are ordered to be produced by a court of competent jurisdiction or appropriate regulatory authority, but in such case the Receiving Party producing the Information agrees to notify the Disclosing Party immediately and cooperate with the Disclosing Party in asserting a confidential or protected status for the Information.
- e. Each party expressly further agrees that it shall return to the Disclosing Party upon the Disclosing Party's request any such Information and copies thereof.

11. LIMITATION OF LIABILITY. EXCEPT FOR THE PROVISIONS OF SECTION [7] (HOLD HARMLESS) AND SECTION [8] (INFRINGEMENT INDEMNIFICATION), ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER. EXCEPT FOR THE PROVISIONS OF SECTION [7] (HOLD HARMLESS) AND SECTION [8] (INFRINGEMENT INDEMNIFICATION), IN NO EVENT WHATSOEVER SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR ANY OTHER DAMAGES WHATSOEVER EXCEED IN THE AGGREGATE THE SUM



OF NINETEEN THOUSAND TWO HUNDRED DOLLARS (\$19,200).

12. ASSIGNMENT. Anything in the Agreement to the contrary notwithstanding, neither party shall assign its duties under the Agreement to any other entity, including an entity which affiliates or merges with or acquires either party, except when such assignment is approved in advance by the other party in writing, which approval the other party may in its sole discretion grant or deny.

13. FORCE MAJEURE. Neither party shall be liable for any delays in performance hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver. STATE FARM shall have the option to terminate any and all obligations under the Agreement as amended by so notifying VENDOR in writing if the delay in performance exceeds thirty (30) days from the originally agreed upon performance date.

14. ARBITRATION.

- a. Any controversy or claim arising out of or relating to the Agreement as amended shall be submitted to arbitration in accordance with the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes (but shall be non-binding), by three arbitrators, of whom each party shall appoint one and the third shall be chosen by the other two. The arbitration shall be governed by the United States Arbitration Act, 9 USC §§1-16, and judgment may be entered by any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois. The arbitrators are empowered to award damages in accordance with the Limitation of Liability section of this Agreement, and may not award punitive damages.
- b. Following the rendering of an Arbitration decision outlined in 14a, either party may initiate litigation upon thirty (30) days' written notice to the other party. Such notice must issue within 20 days following the Arbitration decision.

15. APPLICABILITY TO SUBCONTRACTORS. VENDOR shall ensure that its subcontractors also adhere to the applicable provisions of this Agreement.

16. NOTICES. Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice. Unless hereinafter changed in writing to STATE FARM, any notice to the VENDOR shall be delivered or mailed to:

Cumulus Radio  
Bloomington, WJBC  
ATTN: Laura Ewan  
236 Greenwood Ave.  
Bloomington, IL 61704  
Phone: 309-821-1000 x285  
E-Mail: laura@wjbc.com

Unless hereinafter changed by written notice to the VENDOR, any notice to STATE FARM shall be delivered or mailed to:

State Farm Mutual Automobile Insurance Company  
Attn: John Althoff  
One State Farm Plaza, D-3  
Bloomington, IL 61710  
Phone : 309-766-9615  
E-mail : john.althoff.c4oi@statefarm.com

17. ENTIRE AGREEMENT; CHOICE OF LAW; SEVERABILITY. This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of Illinois. If any term or provision of this Agreement, or the application thereof to any persons or circumstance shall, to any extent be held invalid or enforceable, the remainder of this Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. SURVIVAL. The following Sections shall survive termination of this Agreement: Use of State Farm Name, Hold Harmless, Limitation of Liability, Infringement Indemnification, Arbitration, Entire Agreement; Choice of Law; Severability and Survival.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed original, and all of which together will constitute one and the same instrument.

In witness whereof, this Agreement is executed as of the date set forth above.

**Cumulus Radio Bloomington, Bloomington, IL 61704**

By: Laura Ewan

Name: Laura Ewan

Title: WSBC Assistant Program Director

**State Farm Mutual Automobile Insurance Company**

By: Edward C. Cold

Name: Edward C. Cold

Title: Advertising Director

# **TOWN COUNCIL ACTION REPORT**

March 3, 2016

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## ***Resolution Authorizing the Extension of a Three Year Contract With Mad Bomber Fireworks Productions of Kingsbury, IN for the Annual Fourth of July Display***

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**PREPARED BY:** James Wayne, Assistant Director, Parks and Recreation

**REVIEWED BY:** Chris Cotten, Director of Parks and Recreation  
Pamela S. Reece, Deputy City Manager  
Mark R. Peterson, City Manager

**BUDGET IMPACT:** Adequate funding is included in line item 001-8510-451.20-10 of the proposed FY 2016-17 budget. State Farm is donating \$9,600 to the Town for the fireworks and the Town's cost will be \$16,400, for a total fireworks display of \$26,000.

**STAFF RECOMMENDATION:** Approval

**ATTACHMENTS:** Proposed Resolution; Proposal

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### **BACKGROUND**

The Town of Normal at Fairview Park and the City of Bloomington at Miller Park for many years have prepared and coordinated the annual Fourth of July fireworks displays. The display draws anywhere from 5,000-8,000 people out to Fairview Park and the surrounding area to view the show. The shows are simultaneously shot at each location to a patriotic themed musical set which is aired on local AM radio station WJBC and may be simulcast on B104 and WBNQ in 2016. Each year State Farm has been a valued corporate sponsor, and will provide \$9,600 to each community in support of the family oriented free event. Each community has budgeted \$26,000 for the 2016 display. With State Farm's contribution, the net expense to the Town for FY2016-17 will be \$16,400.

### **DISCUSSION/ANALYSIS**

The previous three year contract with Mad Bomber was fulfilled in 2015, but as part of the original contract agreed to in 2013, the Town of Normal and City of Bloomington were extended an option to renew for three additional years from 2016-2018. After jointly reviewing last year's fireworks display performance with Bloomington staff, Normal Parks and Recreation staff are recommending renewal of the three year contract for \$26,000 in 2016, \$28,000 in 2017, and \$29,000 in 2018. This recommendation is based on the number of shells, variety and the outstanding performance of Mad Bomber the past three years to run safe and exciting fireworks displays. The previous three year contract expired on July 5, 2015. Mad Bomber has provided an annual opt-out clause for 2017 and 2018 if performance expectations are not met.

## ***TOWN COUNCIL ACTION REPORT***

The City of Bloomington staff will be recommending to the Bloomington City Council that a three year contract be renewed with Mad Bomber Fireworks Productions of Kingsbury, IN. This will be on their Council's agenda in an upcoming session.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXTENSION OF A THREE-YEAR CONTRACT WITH MAD BOMBER FIREWORKS PRODUCTIONS OF KINGSBURY, IN FOR THE ANNUAL FOURTH OF JULY DISPLAY

WHEREAS, the Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the Town conducts a fireworks display for the Fourth of July Celebration, which is coordinated with the City of Bloomington; and

WHEREAS, the current contract with the fireworks contractor expired in 2015, but there is a three-year renewal option for the Town and the City under that contract; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the citizens of Normal to renew the fireworks contract.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION ONE: That the President is authorized to execute a contract with enter into a contract with Mad Bomber Fireworks Products for the July Fourth Fireworks Performance. A copy of the contract is attached as Exhibit A.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
President of the Board of Trustees of the Town  
of Normal, Illinois

ATTEST:

\_\_\_\_\_  
Town Clerk  
(seal)

# MAD BOMBER

## FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350  
11N485 HUNTER TRAIL \* ELGIN, IL 60124 \* (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL  
IS FOR THE

# TOWN OF NORMAL

## Annual Independence Day Celebration!

JULY 4th, 2016-2017-2018

*Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on all multiple break, and special effect display shells. Plus a complete line on oriental & imported pattern shells from China, Japan, and Taiwan. Also included are the latest brilliant colored shells from the leading manufactures in the United States.*

### INCLUDES THE FOLLOWING:

25 - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Local Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Ten Million Dollars road liability.

Rain dated at NO extra charge.

Choreographed Display Production.

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# MAD BOMBER FIREWORKS PRODUCTIONS AGREEMENT

This contract entered into this 20TH day of JANUARY, 2016 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter to as Seller, and

TOWN OF NORMAL 100 EAST PHOENIX AVENUE NORMAL, IL 61761

Herein after referred to as Buyer, of TOWN OF NORMAL State ILLINOIS

Witness: Seller agrees to provide and Buyer agrees to purchase certain Fireworks Display in accordance with the Program. Buyer will pay Seller a sum of \$26,000.00 for said Display. Upon acceptance of this agreement Buyer will pay Seller a sum of (WAIVED) as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1½% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

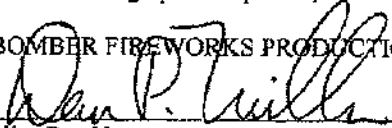
1. Seller will present said Fireworks Display on the evening of the FOURTH day of JULY, 2016, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original Display Date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another Display Date within six months of the original Display Date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 420' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller.
7. Mad Bomber Firework Productions retains the right to substitute product of equal or greater value in the event of shortage or unavailability of any particular item on the proposal.

8. Seller and Buyer agree to include Attachments, if any. See Attachments: No. 1 CONTRACT EXTENSION  
(3) YEARS 2016-2017-2018

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MAD BOMBER FIREWORKS PRODUCTIONS

BUYER

By   
Sr. Vice President

By \_\_\_\_\_  
(is duly authorized agent, who represents that he/she has full authority to bind the Buyer)

Date: 01/20/16

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

**ATTACHMENT NO. 1  
CONTRACT EXTENSION**

**TOWN OF NORMAL, ILLINOIS**

- 9. Buyer further agrees to purchase fireworks shows in the years of 2016 for \$26,000, 2017 for \$28,000, And 2018 for \$29,000 per show. Exact dates to be mutually agreed upon by both Seller and Buyer.
- 10. Seller agrees to provide the same fireworks show for the duration of the contract extension.
- 11. The Town of Normal retain the right to cancel this agreement after each annual performance in 2016, 2017, and 2018 if, in the sole judgment of the Town of Normal, the performance, the fireworks or the service associated with the performance do not comply with representations made by Mad Bomber or with the standard of performance the Town of Normal have required from entities supplying performances for the citizens of Normal.

**MAD BOMBER FIREWORKS PRODUCTIONS**

**BUYER**

By                     Dan P. Miller                    

By \_\_\_\_\_  
(Is duly authorized agent, who represents that  
he/she has full authority to bind the Buyer)

Date                     01/20/16                    

Date \_\_\_\_\_



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## RADIO BLOOMINGTON PROMOTIONAL SERVICES AGREEMENT

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This agreement (the "*Agreement*") dated as of September 1, 2015 is by and between Cumulus Broadcasting LLC / Radio Bloomington, WJBC , 236 Greenwood Ave. Bloomington, IL 61704, a radio station owned and operated by Cumulus Broadcasting LLC (herein after "Cumulus") (VENDOR), and State Farm Mutual Automobile Insurance Company, on behalf of itself, its subsidiaries and affiliates. ("STATE FARM") ("Client") Client is sponsoring The Spirit of McLean County Skyconcert (the "*Event*") scheduled to take place on July 4, 2016; July 4, 2017; and July 4, 2018 at Miller Park in Bloomington, IL and Fairview Park in Normal, IL ("*Venue*"). Client desires to engage the services of Cumulus and Cumulus desires to provide its services to prepare advertising and promotional campaigns for the Event, and to place media advertising in connection therewith.

1. TERM. The Term of this Agreement (the "*Term*") shall be June 1, 2016 through May 31, 2019. The three contract years will be June 1, 2016- May 31, 2017; June 1, 2017 – May 31, 2018; and June 1, 2018 – May 31, 2019.

2. CLIENT'S RESPONSIBILITIES. Client agrees that it shall be responsible for the following:

- a. Granting to Cumulus Radio Bloomington, WJBC for the Term of this Agreement, the right and license to act as the exclusive media partner for the Event
- b. Paying WJBC \$19,200 prior to June 1<sup>st</sup> of each contract year (2016, 2017 and 2018).

3. CUMULUS RADIO BLOOMINGTON, WJBC RESPONSIBILITIES. Cumulus agrees that it shall be responsible for the following:

- a. Preparing on air promotion for the event on or around June 15 of each contract year with final approval provided by State Farm.
- b. Preparing the music to accompany the fireworks display in accordance with licensing agreements.
- c. Airing the music to accompany the fireworks display on the air during the event in accordance with licensing agreements.
- d. Including a pre-approved in writing message from client as part of the introduction to the fireworks display heard on-air. The pre-approved in writing message will be drafted by Cumulus and approved in writing by the STATE FARM representative in Section 16 – Notices.
- e. Airing radio promotional announcements for client in the amount of \$19,200 per contract year. (\$3,000 of which may be aired on WBNQ and/or WBWN each year). All remaining spots must air on WJBC 1230 AM during the designated contract year. Balance will not be carried over.
- f. Client shall be the sole sponsor of the Event in the fields of auto or fire insurance or financial services.

4. FEES/REVENUES. The Parties agree to the following:
  - a. Fees. Client will pay WJBC \$19,200 prior to June 1st of each contract year.
5. CANCELLATION OF EVENT / FIRST RIGHT OF REFUSAL.
  - a. If the Event is cancelled for any reason except for breach of this Agreement by Cumulus, Client agrees to honor the details of this agreement for the "rain date" as determined by the City of Bloomington, IL and Town of Normal, IL.
6. REPRESENTATIONS AND WARRANTIES: Each party hereto represents warrants and covenants to the others as follows:
  - a. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and
  - b. The execution, delivery and performance of the Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.
7. HOLD HARMLESS. Anything in the Agreement to the contrary notwithstanding, each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") fully harmless against any loss, damages, claims, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligent or intentional acts or omissions of the Indemnifying Party, and for which recovery is sought against the Indemnified Party by that third party. The Indemnifying Party also shall indemnify the Indemnified Party for any costs and reasonable attorneys' fees incurred in the Indemnified Party's defense of any such third party claim.
8. INFRINGEMENT INDEMNIFICATION. Anything in the Agreement to the contrary notwithstanding, VENDOR at its own expense shall defend and hold STATE FARM fully harmless against any action asserted against STATE FARM (and specifically including costs and reasonable attorneys' fees associated with any such action) to the extent that it is based on a claim that use of the products and/or services being provided to STATE FARM under this Agreement infringe any patent, copyright, license or other proprietary right of any third party. STATE FARM shall promptly notify VENDOR in writing of any such claim. If as a result of any claim of infringement against any patent, copyright, license or other proprietary right of any third party, STATE FARM is enjoined from using the products and/or services, or if VENDOR believes that the products and/or services are likely to become the subject of a claim of infringement, VENDOR at its option and expense will procure the right for STATE FARM to continue to use the products and/or services or replace or modify the products and/or services so as to make them non-infringing.
9. USE OF STATE FARM NAME. Except as necessary in the performance of this Agreement, anything in the Agreement to the contrary notwithstanding, VENDOR expressly agrees that it shall not disclose or otherwise identify STATE FARM orally or in any of VENDOR's advertising, publications, or other media that are displayed or disseminated to VENDOR's customers or other parties.

10. CONFIDENTIALITY.

- a. The parties expressly acknowledge that in the course of their performance hereunder, they may learn or have access to certain confidential, patent, copyright, business, trade secret, proprietary or other like information or products of the other party or of third parties, including but not limited to the other party's vendors, consultants, suppliers or customers (the "Information"). Anything in this Agreement to the contrary notwithstanding, the parties expressly agree that they will keep strictly confidential any such Information that they learn.
- b. STATE FARM and VENDOR agree that, for the purposes of this Agreement, third parties whose duties for STATE FARM or as a subcontractor for VENDOR in performing VENDOR's duties under this Agreement require access to the Information provided under this Agreement shall have access to the Information as required by such duties, provided that: (i) such third parties have agreed in writing with either STATE FARM or VENDOR, in terms no less protective than the confidentiality obligations of this Agreement, to keep confidential the Information; (ii) such third parties have agreed in writing with either STATE FARM or VENDOR not to use the Information for their own benefit or the benefit of any person or entity besides STATE FARM; and (iii) STATE FARM, when allowing such third parties access to VENDOR's Information, will not exceed the license or use restrictions in this Agreement.
- c. VENDOR agrees not to use STATE FARM's or a STATE FARM third party's Information for its own benefit or the benefit of any person besides STATE FARM.
- d. The term "Disclosing Party" shall refer to the party to this Agreement providing the Information to the other party. The term "Receiving Party" shall refer to the party receiving the Information in the course of its performance under this Agreement. The term "Information" shall not include products or information that: (i) are in the public domain or in the possession of the Receiving Party without restriction at the time of receipt under this Agreement; (ii) are used or released with the prior written approval of the Disclosing Party; (iii) are independently developed by the Receiving Party, or (iv) are ordered to be produced by a court of competent jurisdiction or appropriate regulatory authority, but in such case the Receiving Party producing the Information agrees to notify the Disclosing Party immediately and cooperate with the Disclosing Party in asserting a confidential or protected status for the Information.
- e. Each party expressly further agrees that it shall return to the Disclosing Party upon the Disclosing Party's request any such Information and copies thereof.

11. LIMITATION OF LIABILITY. EXCEPT FOR THE PROVISIONS OF SECTION [7] (HOLD HARMLESS) AND SECTION [8] (INFRINGEMENT INDEMNIFICATION), ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER. EXCEPT FOR THE PROVISIONS OF SECTION [7] (HOLD HARMLESS) AND SECTION [8] (INFRINGEMENT INDEMNIFICATION), IN NO EVENT WHATSOEVER SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR ANY OTHER DAMAGES WHATSOEVER EXCEED IN THE AGGREGATE THE SUM

OF NINETEEN THOUSAND TWO HUNDRED DOLLARS (\$19,200).

12. ASSIGNMENT. Anything in the Agreement to the contrary notwithstanding, neither party shall assign its duties under the Agreement to any other entity, including an entity which affiliates or merges with or acquires either party, except when such assignment is approved in advance by the other party in writing, which approval the other party may in its sole discretion grant or deny.

13. FORCE MAJEURE. Neither party shall be liable for any delays in performance hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver. STATE FARM shall have the option to terminate any and all obligations under the Agreement as amended by so notifying VENDOR in writing if the delay in performance exceeds thirty (30) days from the originally agreed upon performance date.

14. ARBITRATION.

- a. Any controversy or claim arising out of or relating to the Agreement as amended shall be submitted to arbitration in accordance with the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes (but shall be non-binding), by three arbitrators, of whom each party shall appoint one and the third shall be chosen by the other two. The arbitration shall be governed by the United States Arbitration Act, 9 USC §§1-16, and judgment may be entered by any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois. The arbitrators are empowered to award damages in accordance with the Limitation of Liability section of this Agreement, and may not award punitive damages.
- b. Following the rendering of an Arbitration decision outlined in 14a, either party may initiate litigation upon thirty (30) days' written notice to the other party. Such notice must issue within 20 days following the Arbitration decision.

15. APPLICABILITY TO SUBCONTRACTORS. VENDOR shall ensure that its subcontractors also adhere to the applicable provisions of this Agreement.

16. NOTICES. Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice. Unless hereinafter changed in writing to STATE FARM, any notice to the VENDOR shall be delivered or mailed to:

Cumulus Radio  
Bloomington, WJBC  
ATTN: Laura Ewan  
236 Greenwood Ave.  
Bloomington, IL 61704  
Phone: 309-821-1000 x285  
E-Mail: laura@wjbc.com

Unless hereinafter changed by written notice to the VENDOR, any notice to STATE FARM shall be delivered or mailed to:

State Farm Mutual Automobile Insurance Company  
Attn: John Althoff  
One State Farm Plaza, D-3  
Bloomington, IL 61710  
Phone : 309-766-9615  
E-mail : john.althoff.c4oi@statefarm.com

17. ENTIRE AGREEMENT; CHOICE OF LAW; SEVERABILITY. This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of Illinois. If any term or provision of this Agreement, or the application thereof to any persons or circumstance shall, to any extent be held invalid or enforceable, the remainder of this Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. SURVIVAL. The following Sections shall survive termination of this Agreement: Use of State Farm Name, Hold Harmless, Limitation of Liability, Infringement Indemnification, Arbitration, Entire Agreement; Choice of Law; Severability and Survival.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed original, and all of which together will constitute one and the same instrument.

In witness whereof, this Agreement is executed as of the date set forth above.

**Cumulus Radio Bloomington, Bloomington, IL 61704**

By: Laura Ewan

Name: Laura Ewan

Title: WSBC Assistant Program Director

**State Farm Mutual Automobile Insurance Company**

By: Edward C. Cold

Name: Edward C. Cold

Title: Advertising Director



## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving the purchase of one (1) Physio-Control LifePak 15 Cardiac Monitor as a limited source.

**RECOMMENDATION/MOTION:** That the purchase of one (1) LifePak 15 Cardiac Monitor from Physio-Control, Redmond, WA, in the amount of \$29,103.07 be approved as a limited source, and authorize the Purchasing Agent to issue a Purchase Order.

**STRATEGIC PLAN LINK:** Goal #2 – Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:** Objective D – Well Designed, well maintained City Facilities emphasizing productivity and customer service.

**BACKGROUND:** Cardiac Monitors are a highly critical and technical piece of equipment used in providing Emergency Medical Services. Presently, the department uses Physio-Control LifePak 15 Cardiac Monitors which allows our personnel to monitor the different types of cardiac rhythms for diagnosis. This unit can monitor oxygen saturation levels, carbon dioxide levels, and noninvasive blood pressures. In addition to monitoring, the unit allows personnel the ability to provide automatic and manual defibrillation, synchronized cardioversion, and demand or non-demand pacing. These procedures are used on both adults and pediatric patients. It is essential that this piece of equipment be maintained and in service at all times. Advanced Life Support (ALS) vehicles cannot remain in service without this piece of equipment functioning properly in accordance with Illinois Department of Public Health (IDPH) rules. The purchase of this additional LifePak 15 Cardiac Monitor will allow the Fire Department to upgrade an Engine company from a Basic Life Support vehicle to an Advanced Life Support unit.

The Fire Department uses Physio-Control Cardiac Monitors in all its Intermediate and ALS units. Staff is requesting the purchase of this brand of monitor to ensure that all units are of like design and function. In emergency situations, the familiarity with equipment is of extreme importance to ensure a positive outcome and avoid confusion between differing devices. Physio-Control is the sole source provider of its equipment. (*See attached Physio-Control letter*)

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** McLean County Area EMS System

**FINANCIAL IMPACT:** City Council approved the purchase of a cardiac monitor as part of the FY 2016 Capital Lease Budget. The purchase of one (1) Physio-Control LifePak 15 Cardiac Monitor will be \$29,103.07. This price includes lithium-ion batteries, carry bag kits, and accessories. The price reflects discounted pricing. The Fiscal Year 2016 Budget included \$27,500.00 in FY 2016 Capital Lease - Capital Outlay Equipment Other Than Office account (40110133-72140) for the purchase of this unit. Due to cost savings on other FY 2016 Capital Lease items, there are sufficient budgeted capital lease funds available to account for the \$1,603.07 difference. Stakeholders can locate the budgeted item in the FY 2016 Budget Book titled "Other Funds & Capital Improvement Program" on page 96.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

Reviewed by: Brian M. Mohr, Fire Chief

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Physio-Control Quote Number: 00030257
- Limited Source Justification
- Sole Source Letter

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Motion: That the purchase of one (1) LifePak 15 Cardiac Monitor from Physio-Control, Redmond, WA, in the amount of \$29,103.07 be approved as a limited source, and authorize the Purchasing Agent to issue a Purchase Order.

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

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



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 fax 800.732.0956

To Mike Fry  
 CITY OF BLOOMINGTON FIRE HQ  
 310 N LEE ST  
 BLOOMINGTON,IL 61701  
 (309) 434-2500  
[mfry@cityblm.org](mailto:mfry@cityblm.org)

Quote Number 00030257  
 Revision # 1  
 Created Date 3/1/2016  
 Sales Consultant Ryan From  
 FOB Redmond, WA  
 Terms All quotes subject to credit approval and the following terms and conditions  
 NET Terms NET 30  
 Expiration Date 5/1/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD-26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	31,495.00	-5,669.10	25,825.90	25,825.90
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3.00	453.60	-81.65	371.95	1,115.86
11160-000003	NIBP Cuff-Reusable, Child This item is being discontinued. End of life dates may vary by geography. Please substitute with 11160-000013, which is only compatible with bayonet connection hoses.	1.00	24.00	-4.32	19.68	19.68
11160-000007	NIBP Cuff-Reusable, Lg Adult This item is being discontinued. End of life dates may vary by geography. Please substitute with 11160-000017, which is only compatible with bayonet connection hoses.	1.00	33.00	-5.94	27.06	27.06
11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	1.00	441.00	-79.38	361.62	361.62
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	1.00	301.00	-54.18	246.82	246.82
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	54.60	-9.83	44.77	44.77
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	79.20	-14.26	64.94	64.94
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	1.00	309.20	-55.66	253.54	253.54
21996-000085	3G Modem (Verizon, customer has own data plan)	1.00	1,101.00	-143.13	957.87	957.87

Subtotal USD 28,918.07  
 Estimated Tax USD 0.00



Estimated Shipping & Handling

USD 185.00

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Grand Total

USD 29,103.07

**Pricing Summary Totals**

List Price Total

USD 35,198.81

Total Contract Discounts Amount

USD 0.00

Total Discount

USD -6,280.74

Trade In Discounts

USD 0.00

Tax + S&H

USD 185.00

**GRAND TOTAL FOR THIS QUOTE**

USD 29,103.07

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

\_\_\_\_\_  
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Reference Number JY/10793504/71770

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

### **SECTION A – LIMITED SOURCE PURCHASE:**

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #:

Physio-Control, Inc. #386

Amount: \$ 29,103.07

Date: 3/4/16

Description of item/service:

LifePak 15 Cardiac Monitor

Justification- Explain why this vendor is the only vendor that can perform this work:

The Fire Department operates with 10 Physio-Control Cardiac Monitors; placed in all the Intermediate and ALS units. Staff is requesting the purchase of this brand of monitor to ensure that all units are of like design and function. In emergency situations, the familiarity with equipment is of extreme importance to ensure a positive outcome and avoid confusion between differing devices. Physio-Control is the sole source provider of its equipment.

Physio-Control LifePak Cardiac Monitors have provided reliable, quality, and rugged equipment to the department for many years. Their service support has been excellent.

**SECTION B - REQUESTER CERTIFICATION:** By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

Brian M. Mohr

(Name and Signature of Department Head)

3/4/16

Date

### **SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  / do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s).

Name and Signature of Purchasing Agent or Designee

Date

Don't explain why you want to use this vendor/product - explain what makes this vendor/product unique to the application.

Evaluate your narrative and make sure the following "tests" are contained in it:

- Sole Source: Only one sole vendor exists. If there is truly one vendor than the transaction being considered is non-biddable and a bid exemption can be granted. This rarely occurs. A signed letter from the vendor must be obtained and Procurement must verify.
- Limited Source: A much more common exemption may be granted if a good or service provided by a specialized supplier, meets or exceeds the City's specifications, or for improved public service or long term operational needs of the City based on security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, and warranty.

Good examples:

- IS - uses Dell computers and Cisco phone systems and has invested years of money and training into these purchases and therefore creates a limited source for operational reasons.
- BFD - uses certain turnout gear and self-contained breathing apparatus (SCBA) for firefighters, where consistency in equipment provides efficiencies in training and increased employee and public safety.
- Water – uses Neptune water meters and related appurtenances & software

Failure to adequately address required justifications will be cause for rejection of the Limited Source Justification request.

**ADDRESS**

11811 Willows Road NE  
Redmond, WA 98052

**PHONE**

GENERAL  
425 867 4000

TOLL-FREE  
800 442 1142

[www.physio-control.com](http://www.physio-control.com)

September 2015

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in **all** markets for the following products & services:

- RELI<sup>SM</sup> (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss, Vice-President, Americas Sales



## CONSENT AGENDA ITEM NO. 7K

**FOR COUNCIL:** March 28, 2016

**SUBJECT:** Consideration of approving a Resolution Establishing a New Culmination Period for the Tasks Assigned to the Downtown Signage Committee

**RECOMMENDATION/MOTION:** That the Resolution be approved extending the culmination period for completion of the tasks assigned to the Downtown Signage Committee, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 6. Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 6c. Downtown becoming a community and regional destination.

**BACKGROUND:** On April 13, 2015, the Bloomington City Council passed a resolution establishing the Downtown Signage Committee. The establishment of this committee was made to be consistent with the City's Comprehensive Plan (see especially item D-2.3, page 104). The resolution stated that the committee shall be ad hoc and should culminate its findings after six months, with four primary goals:

1. Recommend sites that should be highlighted with signage.
2. Recommend a style of design for signs, limited to those recognized by the Manual on Uniform Traffic Control Devices.
3. Recommend sign size and placement.
4. Investigate costs regarding the proposed signage.



Since the appointment of the Committee in May 2015, fifteen meetings have been held. The very first priority was the signing on three city parking garages (Abraham Lincoln, Market Street, and the Pepsi Ice Center). This achieved goal D-2.3a from the comprehensive plan. The purpose of the parking signage was to help downtown amenities, such as the history museum, Route 66 Visitors Center, and various businesses located downtown. A total of 9 signs were purchased and installed for a total price of \$5,250, and the costs were shared between the City and the Bloomington-Normal Area Convention and Visitors Bureau. The sum of the City's contribution towards the signs came from the Facilities' Budget (Parking Operations – Other Purchases Services: 10015490-70690) for an amount of \$2,896.67.

The Committee, by way of Resolution No. 2015-12, was to culminate its findings after six months, however several of the Committee's projects have yet to be completed. As numerous

projects have yet to be completed, the City Council desires to extend the culmination period to at least December 1, 2016.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Downtown Bloomington Association and other downtown stakeholders.

**FINANCIAL IMPACT:** Funds in the amount of \$75,000 have been included in the FY 2017 Proposed Budget under Capital Improvement-Other Professional & Technical Services account (40100100-70220). Stakeholders can locate this in the FY 2017 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 271, 297 and 310.

Respectfully submitted for Council consideration.

Prepared by: Austin Aldag, Miscellaneous Technician, Public Works

Reviewed by: Steve Rasmussen, Assistant 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  
Mayor

**Attachments:**

- Resolution Establishing a New Culmination Period for the Tasks Assigned to the Downtown Signage Committee

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Motion: That the resolution be approved.

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

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

**RESOLUTION NO. 2016 –**

**A RESOLUTION ESTABLISHING A NEW CULMINATION PERIOD FOR THE TASKS ASSIGNED TO THE DOWNTOWN SIGNAGE COMMITTEE**

**WHEREAS**, the City Council established the Downtown Signage Committee (hereinafter “Committee”) on April 13, 2015 to improve signage throughout the City’s downtown; and

**WHEREAS**, the City Council appointed members to the Committee on May 11, 2015 whose members continue to serve until the completion of the tasks assigned to the Committee; and

**WHEREAS**, the Committee has been active for six (6) months; and

**WHEREAS**, the Committee has provided written recommendations on some of the tasks identified by the City Council; and

**WHEREAS**, additional time is requested to fulfill all the tasks issued to the Committee by the City Council; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bloomington, McLean County, Illinois, that a new date of December 1, 2016, be established for the Committee to cumulate its findings and report same to the City Council. In all other respects, Resolution 2015-12 shall remain in full force and effect.

APPROVED by the City Council of the City of Bloomington, McLean County, Illinois, March 28, 2016, by a vote of \_\_\_ to \_\_\_.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel





**CONSENT AGENDA ITEM NO. 7L**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of adopting an ordinance approving the Official 2015 Zoning Map

**RECOMMENDATION/MOTION:** That the Council adopt an ordinance approving the City of Bloomington's Official 2015 Zoning Map, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 6, Objective b -City decisions consistent with plans and policies.

**STRATEGIC PLAN SIGNIFICANCE:** Adoption of the official zoning map for the preceding calendar year is an annual, routine practice required in Section 44.5-2 of the City's Code and 65 ILCS 5/11-13-19 of the Illinois Municipal Code.

**BACKGROUND:**

Every year, no later than March 31, Council is required to adopt and make available to the public, the Official Zoning Map that reflects changes approved during the previous calendar year. In 2015, Council passed three ordinances rezoning the following properties:

- north of Oakland Ave, west of McClun Street and east of the Constitution Trail (Ordinance 2015-007);
- east of Veteran's Pkwy, north of Hamilton Rd, and west of Greenwood Ave (Ordinance 2015-16);
- 315 N Prairie (Ordinance 2015-036).

Therefore it is necessary for Council to adopt the City of Bloomington's Official 2015 Zoning Map which reflects the aforementioned zoning map amendments.

**PLANNING COMMISSION:** This case was before the Planning Commission for a public hearing and review on Wednesday, February 10, 2016. No citizens spoke in favor of the case; no one spoke in opposition. The Planning Commission recommended approval by unanimous vote that council adopt the Official 2015 Zoning Map.

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Katie Simpson, 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: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Exhibit A-Official 2015 Zoning Map
- February 10, 2016 Staff Report for Planning Commission
- February 10, 2016 Planning Commission Meeting Minutes

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Motion: That the Council adopt an ordinance approving the City of Bloomington’s official 2015 Zoning Map, and authorize the Mayor and City Clerk 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 Buragas			
Alderman Mwilambwe							
				Mayor Renner			

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE OFFICIAL 2015 ZONING MAP FOR THE CITY OF BLOOMINGTON**

WHEREAS, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities shall cause to be published, no later than the thirty first (31<sup>st</sup>) day of March each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year, hereinafter described in Exhibit "A" and

WHEREAS, the map published by the corporate authority shall be the Official Zoning Map, and

WHEREAS, pursuant to Chapter 44.5-2 of the Bloomington City Code, one (1) copy of the Official Zoning Map and thereafter one (1) copy of the current annual revision thereto are to be kept for public inspection in the Office of the City Clerk and in the office of the Director of Planning and Code Enforcement, and

WHEREAS, each such map shall be identified by the signature of the Mayor, attested by the City Clerk and bearing the seal of the City under the words: This is to certify that the Official 2015 Zoning Map supersedes and replaces the previous Official Zoning Map and is part of Chapter 44 of the Bloomington City Code, 1960, as amended.

WHEREAS, the City Council of said City has the power to pass this Ordinance and adopt the Official 2015 Zoning Map.

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

1. The Official 2015 Zoning Map of said City is hereby approved

PASSED this 28<sup>th</sup> day of March, 2016.

APPROVED this \_\_\_\_\_ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel



# OFFICIAL 2015 ZONING MAP



### Legend

- Streets
- Railroads
- Streams
- S-3 Airport Noise Impact District
- S-4 Historic District
- Zoning Classifications**
- <all other values>
- A Agricultural
- B-1 Highway Business District
- B-2 General Business District
- B-3 Central Business District
- C-1 Office District
- C-2 Neighborhood Shopping District
- C-3 Community / Regional Shopping District
- M-1 Restricted Manufacturing District
- M-2 General Manufacturing District
- R-1A Low Density Single-Family Residence District
- R-1B Medium Density Single-Family Residence District
- R-1C High Density Single-Family Residence District
- R-1H Single-Family Manufactured Home Residence District
- R-2 Mixed Residence District
- R-3A Medium Density Multiple-Family Residence District
- R-3B High Density Multiple-Family Residence District
- R-4 Manufactured Home Park District
- GAP-1 Estate House, Manor
- GAP-2 House, Estate House, Manor
- GAP-3 Iconic, House, Manor, Apt on corners
- GAP-4 Iconic, House, Manor, Rowhouse, Apt on corners
- GAP-5 Commercial, Cottage Commercial, Iconic, Apt
- GAP-6 Warehouse
- S-1 University District
- S-2 Public Lands and institutions District
- S-5 Airport District
- W-1 Warehouse District

**UPDATE: 03/28/2016**  
 VISIT [WWW.CITYOFBLOOMINGTON.IL/Government/Planning%20and%20Zoning](http://WWW.CITYOFBLOOMINGTON.IL/Government/Planning%20and%20Zoning) FOR PDF DOWNLOAD

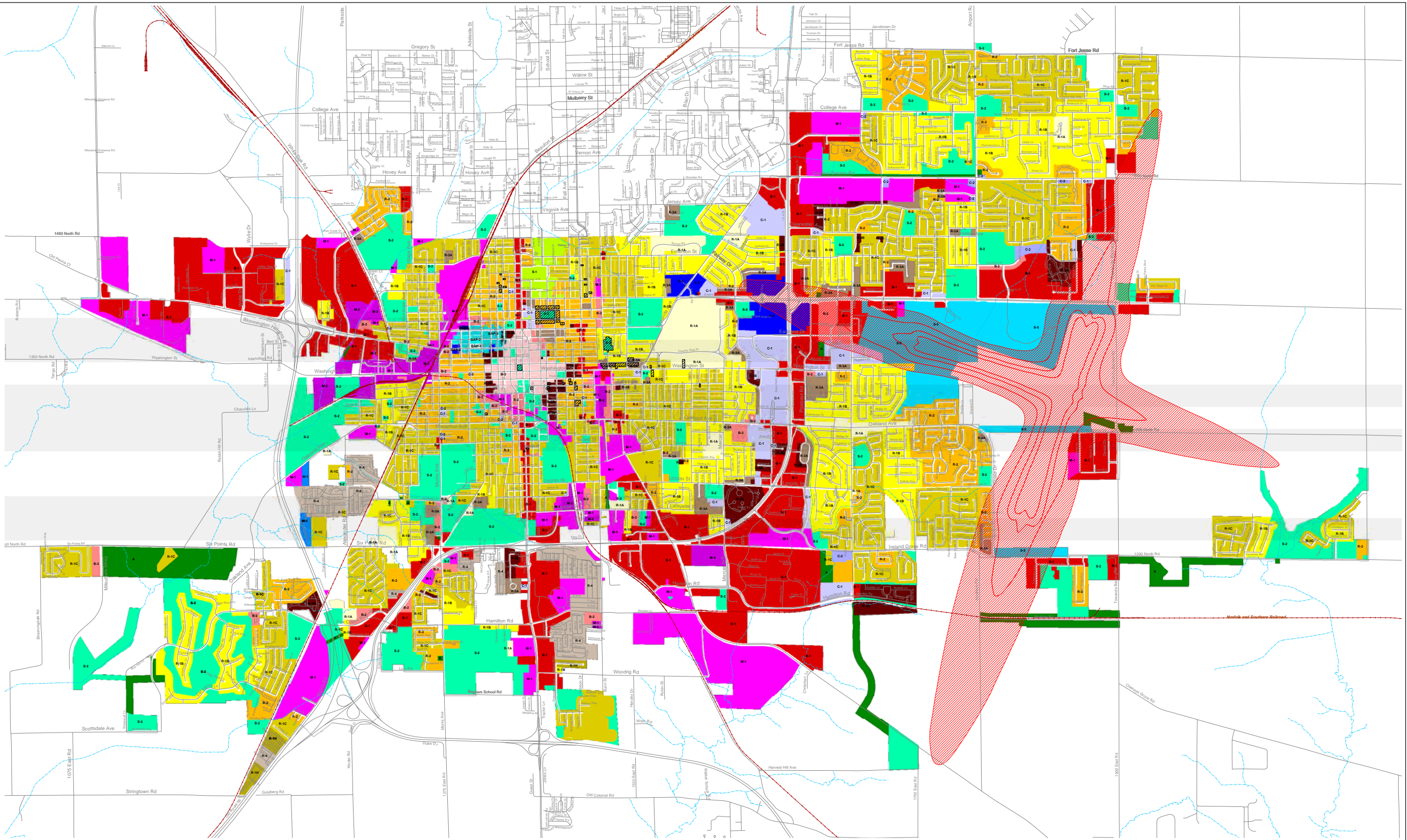
**PREPARED BY:**  
 BLOOMINGTON DEPARTMENT OF COMMUNITY DEVELOPMENT

**ADDITIONAL COPIES:**  
 COPIES ARE AVAILABLE FOR PURCHASE (\$15) THROUGH THE CITY CLERK'S OFFICE AT 109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS 61701

**NOTICE OF APPROVAL:**  
 THIS IS TO CERTIFY THAT THE OFFICIAL 2015 ZONING MAP SUPERSEDES AND REPLACES THE PREVIOUS OFFICIAL ZONING MAP AND IS PART OF CHAPTER 44 OF THE BLOOMINGTON CITY CODE, 1960, AS AMENDED

APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_

MAYOR, TARI RENNER CITY CLERK, CHERY LAWSON



**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
FEBRUARY 10, 2016**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
<b>Adoption of official 2015 Zoning Map</b>	Adoption of the City’s official 2015 Zoning Map	Katie Simpson City Planner

**REQUEST**

Staff is asking the Planning Commission to review and act on the adoption of the City’s official 2015 Zoning Map

**Background**

Adoption of the official zoning map for the preceding calendar year is an annual, routine practice explained in Section 44.5-2 of the City’s Code. The revised official Zoning Map should indicate all changes made during the preceding calendar year.

**Project Description**

The proposed official Zoning Map contains all approved Zoning Map Amendments from the 2015 calendar year.

**Compliance with the Comprehensive Plan**

Adoption of the official 2015 Zoning Map is in accordance with Section 44.5-2 of the City’s Code as well as Goal 6, Objective b of the 2015 Strategic Plan Goals, “City decisions consistent with plans and policies.”

In accordance with the Illinois Municipal Code (65 ILCS 5/11-13-19) the City is required to adopt and publish an official zoning map no later than March 31 each year. The map should clearly show the existing zoning uses, divisions, restrictions, regulations and classifications for the preceding calendar year. In 2015, two properties were rezoned therefore it is necessary for the City to adopt an official zoning map for 2015.

**STAFF RECOMMENDATION:**

Staff recommends the Planning Commission pass a motion recommending that the City Council adopt the official 2015 Zoning Map.

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

1. 2015 Zoning Map



**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, February 10, 2016, 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Barnett, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Seuss, Chairman Stanczak

**MEMBERS ABSENT:** Mr. Cornell

**OTHERS PRESENT:** Mr. Tom Dabareiner, Community Development Director; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:01 P.M.

**ROLL CALL:** Mr. Dabareiner called the roll. A quorum was present.

**PUBLIC COMMENT:** None. Ms. Simpson introduced herself to the Commission, at the Chairman's request.

**MINUTES:** The Commission reviewed the October 28, 2015 minutes. There being no changes, Mr. Pearson moved to approve the October 28, 2015, minutes. Mr. Scritchlow seconded the motion which passed by a vote of 8-0 with the following votes being cast on roll call: Mr. Balmer-yes; Mr. Barnett -yes; Mr. Pearson-yes; Mr. Protzman-yes; Ms. Schubert-yes; Mr. Scritchlow-yes; Mr. Seuss-yes; Chairman Stanczak-yes.

**REGULAR AGENDA:**

**Z-02-16 and Z-03-16.** Chairman Stanczak noted the petitioner's request to lay over these two cases to the Planning Commission on February 24, 2016. Mr. Pearson motioned to lay over cases Z-02-16 and Z-03-16 to the February 24, 2016 meeting. Mr. Seuss seconded the motion, which passed by a vote of 8-0 with the following votes being cast on roll call: Mr. Pearson-yes; Mr. Seuss-yes; Mr. Balmer-yes; Mr. Barnett -yes; Mr. Protzman-yes; Ms. Schubert-yes; Mr. Scritchlow-yes; Chairman Stanczak-yes.

**Adoption of the Official City of Bloomington Zoning Map.** Ms. Simpson noted that the annual adoption of the Official Zoning Map is in accord with the requirements of Chapter 44 of the Municipal Code. She highlighted two cases where the zoning was changed in 2015. Mr. Scritchlow asked about a possible additional change; there was group discussion that the case may have been in 2014. Mr. Dabareiner indicated staff would double check the records for any additional changes and include them when they went before City Council; he added that the state mandates adoption of the official map by March 30 each year and that the changes from 2015 were already officially adopted. Chairman Stanczak asked whether a community should make proactively all the zoning changes to be in conformance with the Comprehensive Plan or whether

to wait to make the changes on a case-by-case basis; Mr. Dabareiner highlighted the strategies and problems with both approaches but recommended the case-by-case approach, addressing any zoning changes as needed. Chairman Stanczak asked if a comprehensive review of the zoning ordinance's text will take place now that the Comprehensive Plan is adopted; Mr. Dabareiner indicated that this review will take place and involve the Planning Commission. Mr. Balmer concurred with the approach that rezoning should be done on a case-by-case basis, unless it made sense to approve a "blanket" rezoning for some appropriate reason. Mr. Pearson clarified whether the vote today approves the changes to the map or whether it simply approves the map; Chairman Stanczak indicated this action is more "housekeeping" than an endorsement of changes. Mr. Pearson asked if the map could be updated more frequently; Mr. Dabareiner indicated the zoning map is routinely updated within a short period after a rezoning is approved. Mr. Protzman inquired about a couple additional property rezoning cases; Mr. Dabareiner reaffirmed that staff will double check the list of rezoning cases from 2015. Mr. Protzman motioned to recommend to the City Council approval of the Official Zoning Map, subject to staff checking on the status of a few additional cases. Mr. Balmer seconded the motion, which passed by a vote of 8-0 with the following votes being cast on roll call: Mr. Protzman-yes; Mr. Balmer-yes; Mr. Barnett -yes; Mr. Pearson-yes; Ms. Schubert-yes; Mr. Scritchlow-yes; Mr. Seuss-yes; Chairman Stanczak-yes.

## **OLD BUSINESS**

Related to the Planning Commission's draft by-laws, staff responded to a couple of the questions remaining from the prior meeting. Mr. Boyle noted the Council uses "Robert's Rules of Order Newly Revised" and Mr. Dabareiner clarified that that ex-officio members do not vote. Chairman Stanczak indicated he is content without specifying a particular version of "Robert's Rules" and questioned whether the group would ever get into a parliamentary dispute. Chairman Stanczak asked for a draft for official action at Commission's first meeting in March. There was general discussion on each member's terms and the term limit rules in place.

## **NEW BUSINESS**

None.

## **ADJOURNMENT**

The meeting was adjourned at 4:25PM.



CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of adopting an Ordinance denying a petition to rezone the property located at 411 N Oak Street from GAP-5 to GAP-3.

**RECOMMENDATION/MOTION:** That the Council adopts the Ordinance denying the petition to the rezone the property located at 411 N Oak Street from GAP-5 Mixed Use Neighborhood Commercial Centers to GAP-3 House, Manor, Multifamily, and Iconic Building.

**STRATEGIC PLAN LINK:** Goal 5, Prosperous Downtown Bloomington. Objective d—healthy adjacent neighborhoods linked to the Downtown; Goal 6, Great Places-Livable, Sustainable City objective e—more attractive city: commercial areas and neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** The GAP form based code is identified as a tool in the zoning ordinance specific to the Gridley Allen Pickett Neighborhood. It is used to achieve neighborhood scale objectives in the larger context of the 2015 comprehensive plan (page 234). Moreover, the 2015 Comprehensive Plan identifies Bloomington’s West Side as a priority regeneration area and calls for a comprehensive collaborative approach to revitalizing the area. Goal N-1 calls for “compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods” (page 52). Market Street is identified as a commercial corridor, and gateway to the Downtown. The four corners of Oak and Market are strategically designated as Mixed Use Neighborhood Commercial to allow for mixed use development and local retail.

**BACKGROUND:** The subject property is located in the Gridley Allen Pickett (GAP) Neighborhood at the southeast corner of the intersection of Oak Street and Market Street. The lot is approximately 8,853 square feet (80 X 109). The existing structure located on the property is approximately 2,423 square feet and was originally designed as, and currently used as, a single-family house. The property is zoned GAP-5, Mixed Use Neighborhood Commercial.

The purpose of the GAP-5 District is to strategically allow for commercial and mixed use growth along West Market Street in a way that complements the existing architectural style of the area. Two commercial areas along West Market Street are designated GAP-5: the corners of North Oak and West Market; and the block between Catherine Street and Howard Street.

The property can exist and remain a single family home with the current zoning. Moreover, Section 44.4-4D of the City’s code allows for an exception to a nonconforming single family home. That exception states that a structure originally used as a single family home can be converted back to a single family home no matter the present or past zoning district or current use. Therefore, both Staff and the Planning Commission determined that rezoning this property



is not a tool the petitioner needs to achieve his desired outcome of maintaining the structure as a single family home and would harm the integrity of the GAP zoning approach.

Staff believes rezoning would be inappropriate in this instance for the following reasons. Rezoning would 1) allow a special benefit to the applicant over the community, 2) discourage the commercial development along the West Market Street corridor creating a barrier to achieving the larger goals of mixed-use development and reinvestment identified in the 2015 Comprehensive Plan, and 3) hinder future walkability goals of the GAP area and access to resources and services for residents.

**PLANNING COMMISSION:** This case was before the Planning Commission for a public hearing on Wednesday, February 24, 2016. Other than the Petitioner, one citizen spoke in favor of the case; one person spoke in opposition. The Planning Commission recommended denial by 7-1 vote that council deny the rezoning of 411 N. Oak Street.

**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 117 property owners within 500 feet.

**FINANCIAL IMPACT:** Denying the rezoning petition would have no financial impact for the City. Down Zoning from GAP-5 to GAP-3 decreases the utility of the subject property as well as possibilities for future economic growth on the site.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Petition
- Exhibit A-Legal Description
- All referenced zoning uses list

- Zoning Map
- Planning Commission Minutes
- Staff Report to Planning Commission
- Ordinance

---

Motion: That the Council adopt the ordinance denying the petition for the rezoning of the property located at 411 N Oak Street from GAP-5 Mixed Use Neighborhood Commercial Centers to GAP-3 House, Manor, Multifamily, and Iconic Building.

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

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

2/2/14 receive all paperwork in City Clerk's Office

Date Received 1/28/14

For Council of \_\_\_\_\_

**ROUTE SLIP - ZONING MAP AMENDMENT**

Petitioner: Ronald Dreyer Jr.

Property Located at: 411 N. Oak St

Attorney: \_\_\_\_\_ Atty. Phone: 309-310-1374

Petitioner/Atty. Address \_\_\_\_\_

DOCUMENTS SUBMITTED: Yes No

1. Petition ✓ \_\_\_\_\_

3. Legal Description ✓ \_\_\_\_\_

4. \$125 Filing Fee ✓ \_\_\_\_\_

5. Electronic copies of Pet. Ord. & Legal \_\_\_\_\_

5. Date 15 day notice Published 2/9/14 Date sent to newspaper \_\_\_\_\_

6. Publication fee of \_\_\_\_\_ paid on \_\_\_\_\_

PROCESSING OF PETITION:

1. Documents reviewed by Development Committee \_\_\_\_\_

2. Public hearing - Planning Commission of 2/24/14

3. Date of Council Meeting \_\_\_\_\_

Notes: \_\_\_\_\_

*We value Bloomington, IN*

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 Ronald Dreyer Jr., hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

- 1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (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 GAD5 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 GAD3 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 petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) 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 GAD5 to GAD3

Respectfully submitted,

By: Ronald D Dreyer Jr



**CITY OF BLOOMINGTON TOWNSHIP  
ASSESSOR'S OFFICE**

Thursday, January 28, 2016 3:51:33 P

www.assessor-blm.com

Parcel Id	Property Address	Use Code	Tax Code	Tax Rate	School Dis	Flag
2104161012	411 N OAK	R 0040	4001	0.08114220	087	

Name and Mailing Address  
DREYER JR, RONALD D

411 N OAK  
BLOOMINGTON, IL 61701

Sale Date	Sale Price	Doc #	Fin	Adj
	0			0

Homestd Senior Freeze Am Hie Amt  
6000

Legal  
ALLIN, GRIDLEY & PRICKETT'S ADD  
N80' LOT 3 BLK 32

Assmt Year	Land	Bldg	Total	2012 Equal
2015 S/A	5327	23552	28879	0.9750

Zoning	NH	Lot FF	Lot Depth	Lot SF	Lake Front	Golfcourse
GAP5	38	80	109	8853	No	No

Location Lot Shape  
Corner Rectangular

Permit Date	Permit No.	Permit Amt	Permit For
04/04/00	M0000394	200	DEMO BRICK GARAGE

Building 1 of 1

Last Updated

Foundation	Concrete Block	GFLA	1225	Porch	EFP
Basement	Full/Unfinish	Total	2423	Porch SF	128
SF Fin Bsmt	0	Story Type	2 & 1 Story	# Decks	0
SF Crawl	0	Exterior Walls	Alum/Vinyl	Deck SF	0
SF Slab	0	Roof	Asphalt Shg	Pool	No Pool
SF Fin Attic	0	Grade	D+10	Pool SF	0
Air Conditioning	100	Year Built	1905	Year Pool Built	0
Fireplaces	0	Eff Age	20	# Tennis Courts	0
Total Rooms	8	% Good	0.8630	Amenities	None
Bedrooms	4	Func Obs	0	Garage Type	Detached 2
Baths	2 Baths	Econ Obs	0	Garage SF	952

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DENYING REZONING  
FOR PROPERTY LOCATED AT: 411 N. OAK STREET, BLOOMINGTON ILLINOIS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for rezoning certain premises described in Exhibit(s) A, commonly referred to as 411 N. Oak Street, attached hereto; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, following said public hearing, the Planning Commission recommended denial of rezoning; and

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and deny the petition to rezone said Premises:

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois, that the petition to rezone the premises hereinafter described in Exhibit(s) A, commonly referred to as 411 N. Oak Street, shall be and the same is hereby denied.

PASSED this 28<sup>th</sup> day of March, 2016.

APPROVED this \_\_\_\_\_ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

Exhibit A

N80' Lot 3 Block 32 Gridley Allin Prickett's Addition.

PIN 21-04-15-1012



## Permitted Uses in the GAP 5

### District:

Agency-operated family/group home (S)  
Antique Store  
Apparel Shop  
Appliance Store  
Art Supply & Craft Store  
Awning/Tent/Canvas Products/Rental/Sales  
Bakery  
Banking & Financial Services  
Bar & Tavern  
Barber/Beauty Shop& Spa/Salon  
Billard or Pool Hall  
Book, Stationary, Card, Newsstand & Gift Store  
Bowling Establishment  
Cameras & Photographic Supplies & Services  
Candy-Confectionary Sales  
Child/Day Care  
Churches, Synagogues, Temples & Religious Facilities  
Cigar & Tobacco Store  
Community Center  
Cultural Activities  
Dairy Sales  
Delicatessens  
Dental, Medical & Health Services  
Dressmaking/Tailor  
Drug store  
Eating & Drinking Establishments  
Electronic Sales  
Florist Sales  
Funeral home  
Furniture Store  
Garden Supply Store  
General Merchandise  
Grocery Store/Convenience Store/Supermarkets  
Halfway House (S)  
Hardware Store  
Health Club  
Hobby/Toy Shop  
Home Decorating Store & Services  
Independent/Assisted Living Facilities  
Jewelry/Watch Shop/Repair  
Laundromat or Dry Cleaner-No on-site processing

Libraries  
Liquor Stores  
Medical Equipment Sales  
Multiple family  
Music Shop  
Nursery & Pre-School  
Nursing Home  
Parking Lot (S)  
Penny Arcade  
Police & Fire Station  
Post Office  
Professional Office Uses  
Real Estate Services  
Shoe Store & Repair  
Specialty Good Shops  
Sporting Good Store  
Travel Agency  
Upper Story Residential Units  
Vehicle Supply (No Service)  
Video Sales & Rental

## Permitted Uses in the GAP 3

### District:

Churches, Synagogues, Temples & Religious Facilities (S)  
Cultural Activities (SM)  
Libraries (SM)  
Parks & Playgrounds  
Child/Day Care (S)  
Halfway House (S)  
Agency-operated family/group home (S)  
Single family  
Two family  
Multiple family  
Accessory family  
Bed & Breakfast (S)  
Funeral home (SM)  
Professional Office Uses (SM)  
Real Estate Services (SM)  
Travel Agency (SM)  
Parking Lot (S)

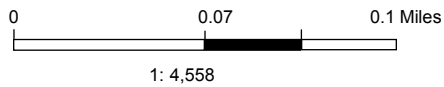
(S) = Permitted as a Special Use

(SM) = Permitted as a Special Use on Market Street Only



# Zoning Map 411 N Oak

Created by Katie Simpson,  
City Planner. Department of  
Community Development



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Printed: 2/17/2016 3:02:55 PM

### Notes

GAP 5

**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, FEBRUARY 24, 2016, 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Barnett, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Seuss, Chairman Stanczak

**MEMBERS ABSENT:** Mr. Cornell

**OTHERS PRESENT:** Mr. Tom Dabareiner, Community Development Director; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Jim Karch, PW Director; Mr. Kevin Kothe, City Engineer; Mr. Austin Grammer, Economic Development Coordinator

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:00 P.M.

**ROLL CALL:** Mr. Dabareiner called the roll. A quorum was present.

**Z-07-16** Public hearing, review and action on the petition submitted by Ronald Dreyer Jr. requesting the approval of the Rezoning of the property located at 411 N. Oak Street from GAP-5, Gridley, Allin & Prickett Mixed Use Neighborhood Commercial District to GAP-3, House, Manor Multifamily and Iconic Building District.

Mr. Dabareiner indicated staff is opposed to the rezoning as it is not a step required for the petitioner to maintain the desired single family residence at this address. He reviewed the standards briefly, noting that the request would be a downzoning, and that the original designation as GAP-5 was reviewed and staff found it to be a legal planning process and rezoning. He provided some background on the history of the case and of the GAP rezoning process, indicating that Market Street was intended to be a commercial corridor and this was rolled back in the process to establish two walkable commercial nodes instead. Mr. Dabareiner provided a map of the GAP neighborhood and an aerial showing surrounding uses. He repeated that the residential use can continue with the current zoning.

Chairman Stanczak confirmed that, if approved, the rezoning request would apply only to the southeast corner property at 411 North Oak and that a subsequent rezoning back to GAP-5 could take place if desired. Mr. Dabareiner affirmed these statements and pointed out that an important part of establishing zoning is setting expectations for the neighbors and the neighborhood, and flipping back and forth between rezonings did not provide this assurance. Mr. Dabareiner continued on to explain the form-based code established for the GAP neighborhood. Chairman Stanczak asked if the petitioner needed to petition for anything to maintain the property's single family use; Mr. Dabareiner indicated nothing else was needed, stating the City's ordinance was clear that a single family residence can stay that, once established.

Ms. Schubert clarified the process staff employed to work with the petitioner's bank, because of the highly regulated nature of bank mortgages. Ms. Simpson explained the process and read from the letter.

Mr. Boyle reestablished that multi-family dwelling uses could exist in either district.

Ronald Dreyer, 411 N. Oak Street, was sworn in. He explained that he lived there since 1997. He explained that his loan from his bank was originally rejected due possibly to a misunderstanding over the City's codes and restrictions. He added that he intends on getting it rezoned even it means going to federal court, so that it remains a single family dwelling. Mr. Dreyer stated his neighbors do not want anything but a single family residence at this location; he indicated there were too many apartments in the area and was concerned that without the rezoning the property could become multi-family residences or other uses which are not single family. Chairman Stanczak asked if the bank is providing the loan now; after some back and forth, Mr. Dreyer stated March 1, 2016, is his closing date on the loan. Chairman Stanczak asked if Mr. Dreyer was aware of anything in the City's code that would end his ability to use his property for a single family use; Mr. Dreyer stated he was unaware of anything that would do so.

Ms. Schubert clarified that the intention is to rezone the property so it can remain a single family use in the future; Mr. Dreyer stated that is his goal.

Mr. Protzman confirmed that the property was single family residential today and whether his intention was to live there or sell; Mr. Dreyer indicated he wished to sell.

Ms. Karen Heinrich, 405 N. Oak, was sworn in. Ms. Heinrich explained where she lives and indicated concerns over walk-through traffic and crime concerns, and that crime may increase if the use changes to multi-family or commercial. She reiterated the assertion that plenty of apartments exist in the neighborhood and she would prefer a single family dwelling at 411 N. Oak. Mr. Protzman asked if Chief Brendan Heffner would comment on crime in the area; Chief Heffner responded that many of the same crime patterns exist throughout the general area and he was unaware of anything unique or sustained in this location.

Mr. Balmer asked if anything in the GAP-3 or GAP-5 use list prevented multi-family at this location; Mr. Dabareiner replied that multi-family was not prevented from establishing itself and that single family could be re-established at any time. Chairman Stanczak clarified if any decision on this petition harms the ability to create a multi-family use in the future; Mr. Dabareiner responded in the negative.

Mr. Dennis Arnold, 504 N. Lee, was sworn in. Mr. Arnold provided a history of the GAP neighborhood planning and rezoning, noting the need to replace the suburban-style zoning that once existed. He highlighted his history with the GAP neighborhood, noting that he presented the case for the GAP zoning to the Planning Commission in 2007. He noted the neighborhood petitioned the City for the more urban-style zoning then to encourage reinvestment. He stated that the owner of 411 N. Oak had every opportunity to provide input into the process in 2006 and 2007, that Mr. Dreyer was notified well in advance of any meetings. Mr. Arnold stated that he was president of the neighborhood organization at the time this was occurring and he personally

contacted many of the property owners at the time, including Mr. Dreyer; he highlighted the extensive news media coverage at the time, as well. He asked the Commission to reject the current rezoning request. He explained additional purposes for the form based code.

Mr. Balmer expressed his opinion that the use Mr. Dreyer wants can be maintained as is and there is no need to rezone the property.

Mr. Pearson motioned to recommend to the City Council denial of the proposed rezoning from GAP-5 to GAP-3; Mr. Balmer seconded the motion, which passed by a vote of 7-1 with the following votes being cast on roll call: Mr. Pearson-yes; Mr. Balmer-yes; Mr. Scritchlow-yes; Mr. Barnett -yes; Mr. Protzman-no; Ms. Schubert-yes; Mr. Seuss-yes; Chairman Stanczak-yes.

**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
FEBRUARY 24, 2016**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Z-07-16	Rezoning from GAP-5 Mixed Use Neighborhood Commercial Centers to GAP-3 House, Manor, Multifamily, and Iconic Building.	Katie Simpson City Planner

**REQUEST**

The petitioner is seeking a rezoning from GAP-5 Mixed Use Neighborhood Commercial Center to GAP-3 House, Manor, Multifamily and Iconic Building.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

Owner and Applicant: Ronald D. Dreyer Jr

**LEGAL DESCRIPTION:** N80' LOT 3 BLOCK 32 GRIDLEY ALLIN PRICKETT'S ADDTIONION

**PROPERTY INFORMATION**

Existing Zoning: GAP-5 Mixed Use Neighborhood Commercial Center  
 Existing Land Use: Single family home  
 Property Size: approximately 8,853 square feet  
 PIN: 21-04-161-012

**Surrounding Zoning and Land Uses**

<u>Zoning</u>	<u>Land Uses</u>
North: GAP-5 Mixed Use Neighborhood Commercial	Bar
South: R-3B, Multifamily Residential District	Single family house
East: GAP-3 House, Manor MultiFamily, Rowhouse and Iconic Building	Single family houses
West: GAP-5 Mixed Use Neighborhood Commercial	Hair Care
Northwest: GAP-5 Mixed Use Neighborhood Commercial	Multifamily residence

**ANALYSIS**

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs

3. Zoning Map
4. Photographs of adjacent sites

### **Project Description**

The subject property is located at the southeast corner of the four-way stop intersection of N. Oak Street and Market Street. The lot is approximately 8,853 square feet (80 X 109). The existing structure located on the property is approximately 2,423 square feet and was originally designed as, and currently used as, a single-family house. The property is zoned GAP-5, Mixed Use Neighborhood Commercial. A single-family home is not a listed permitted use in the GAP-5 District so the existing single-family home is a considered legal nonconforming use. That said, Section 44.4-4 D of the City's code allows for the conversion of a structure originally used as a single family back to a single-family home regardless of past or present zoning district regulating that use.

The purpose of the GAP-5 district is to allow “for the construction of mixed use neighborhood commercial centers to serve those residents within walking distance.” The petitioner seeks to rezone the subject property to GAP-3, House, Manor MultiFamily, Rowhouse and Iconic Building to allow a single-family home as a permitted use. The purpose of the GAP-3 District is to “allow for the development of House, Manor MultiFamily, Rowhouse and Iconic Buildings. Apartment Buildings are permitted on corner lots, and this district allows a select list of special uses to occur on Market Street” (Section 44.6-26 C).

In 2007, after proper notices were given and public hearings conducted, the Bloomington City Council adopted the Gridley Allin & Prickett (GAP) Form Based Zoning (Ordinance 2007- for the area encompassed by N. Roosevelt, W. Market Street, Locust Street/I-150/Route 9 and Howard Street. The form based code is intended to preserve the existing aesthetic and character of the neighborhood. Consequentially, when applying the code, form is given priority over use; each zoning district has permitted building structures as well as permitted uses. The subject property meets the minimum lot widths and maximum building coverage for at least one permitted building type in both the GAP-3 and GAP-5 zoning districts (Section 44.6-26 D).

### **Background**

The legitimacy of a property's designation as GAP-5 is not in question, nor up for review. It was a wholly legal process and designation in 2007. The purpose of the GAP-5 District is to strategically allow for commercial and mixed use growth along West Market Street in a way that complements the existing architectural style of the area. Two commercial areas along West Market Street are designated GAP-5: the corners of North Oak and West Market; and the block between Catherine Street and Howard Street.

### **Compliance with the Comprehensive Plan**

The GAP form based code is identified as a tool in the existing ordinance which can be used to achieve neighborhood scale objectives in the larger context of the 2015 comprehensive plan (page 234). Moreover, the 2015 Comprehensive Plan identifies Bloomington's West Side as a priority regeneration area and calls for a comprehensive collaborative approach to revitalizing the area. Goal N-1 calls for “compact development of the City through denser, mixed-use

developments and reinvestment in the established older neighborhoods” (page 52). The Plan outlines the following activities as necessary for achieving the above goal:

- Identify areas for commercial mixed-use development to enhance the character of existing neighborhoods.
- Enhance key corridors into the City such as Washington Street, Macarthur Avenue, South Main/Center Street and Market Street.

Rezoning the subject property from GAP-5 to GAP-3 would discourage the commercial development along the West Market Street corridor as, at the moment all four corners of Oak and Market are zoned for commercial use. Additionally, rezoning could create a barrier to achieving the larger goals of mixed-use development and reinvestment identified in the 2015 Comprehensive Plan.

### **Nearby Zoning and Land Uses**

The subject property is one of four corners designated for GAP-5 for Mixed Use and Neighborhood Commercial Development at the intersection of West Market Street and N. Oak Street. The uses of the other commercial properties include a bar (505 W. Market), multi-family residence (502 N Oak) and hair care/salon (602 W. Market). The adjacent properties to the east and south are currently zoned GAP-3 House, Manor, MultiFamily, Rowhouse and Iconic Building and R-3B Multifamily Residential District respectively; both properties are used as single-family residences.

### **FINDINGS OF FACT**

*In making its recommendation, the Planning Commission shall be guided by those purposes for which this Code was adopted and shall endeavor to accomplish those standards and objectives for which this Code was adopted and shall endeavor to accomplish those standards and objectives for which this Code is designed and shall not recommend the adoption of an amendment unless it finds that such is in the public interest and not solely for the benefit of the applicant. In making such a finding, the Planning Commission and City Council may consider:*

*a). the suitability of the subject property for uses authorized by the existing zoning; the subject property is located on the corner of West Market Street and N. Oak Street, at a four-way stop. Each corner of the intersection is designated GAP-5, Mixed Use Neighborhood Commercial encouraging the commercial growth and walkable access to retail and services in the area. The subject property is a corner lot and, as it exists, meets the minimum requirements for permitted buildings in the GAP-5 district.*

*b). the length of time the property has remained vacant as zoned considered in the context of land development in the area; the property has not been vacant. The property is currently used as a single-family residence.*

*c). the suitability of the subject property for uses authorized by the proposed zoning; the proposed zoning allows for residential use and a few commercial uses along Market Street with a special use permit. The proposed change in zoning designation digresses from the goals and vision of the 2015 City of Bloomington Comprehensive Plan and could decrease access to*



services permitted under GAP-5 zoning. Through a series of public conversations and hearings, that the community identified the West Side of Bloomington as a revitalization area. West Market Street is viewed as an asset with the potential to become a primary commercial corridor. The existing zoning district was strategically established at the four corners of Market and Oak to allow for improved access to basic commercial services, such as a grocery store, not allowed in other GAP districts including the proposed GAP-3 District, for the residents in the GAP and surrounding neighborhoods. This standard is not met.

*d). the existing land uses of nearby properties;* nearby properties are designated commercial and residential, rezoning to GAP-3 would be incompatible with other commercial uses at the intersection. This standard is not met.

*e). existing zoning of nearby property, relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;* the subject property is located within close proximity the City's Central Business District and the General Business Service District located near I-74 and I-55. The West Bloomington area, however, is a designated food desert and area in need of economic growth. The current GAP-5 zoning establishes potential for the development of places of employment, community centers, retail and cultural and religious institutions. The GAP-5 designation encourages the development of neighborhood commercial and mixed-use activities benefiting the community as a whole. Rezoning from GAP-5 to GAP-3 would disallow for the above mentioned uses. Moreover, the GAP-3 designation would only benefit the individual; rezoning is not a tool required to allow the petitioner the use he desires. The standard is not met.

*f). the extent to which adequate streets are connected or the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;* the streets and street system are adequate for the proposed rezoning classification. The subject property is located along West Market Street, a major city corridor that connects to the interchange of I-55 and I-74.

*g). the extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area;* the impact of any natural disasters on the permitted use would be minimal.

*h). the extent to which adequate services (including but not limited to fire and police protection, schools, water supply and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;* the property is approximately four blocks from Bent Elementary, and equidistant to Saint Mary's Catholic School and Irving Elementary School. Public services are adequate to support the proposed zoning. The subject property is located near fire stations and within close proximity to the police department. The capacity of existing and proposed community facilities and utilities is adequate.

*i). the extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this code as set forth in Division 2, herein*

*(Ordinance No. 2006-137). The potential impact existing or permitted uses in the vicinity would have upon this residential use and the impact the proposal would have upon these surrounding areas;* ten years prior in the 2005 City of Bloomington Comprehensive Plan, the City identified West Market Street as an area for future neighborhood commercial growth. The 2005 Plan influenced the formation of the GAP zoning as well as the City's decision, in 2007, to adopt a GAP-5 zoning for the subject property. GAP-5 allows for the establishment of: 1) stores and retail, 2) public assembly uses such as a community center or restaurant, 3) basic services such as a barber shop or bank 4) mixed use development including upper story residential units. Rezoning the property to GAP-3 could disallow citizens the possibility of future access to these services creating an extra barrier for the fruition of West Market Street as a commercial corridor as well as the revitalization of the area as a whole—two goals articulated in the 2015 City of Bloomington Comprehensive Plan.

The proposed rezoning from GAP-5 to GAP-3 clashes with the 2015 Comprehensive Plan Goals of:

- 1) Ensuring compact development of the City through denser, mixed-use development and reinvestment in the established older neighborhoods
- 2) Ensure reinvestment in the established older neighborhoods and compact development of the City.
- 3) Enhancing the image of Bloomington as a business friendly community.

**STAFF RECOMMENDATION:**

Staff recognizes that the current property and single-family use is considered a legal, nonconforming use in the GAP-5 zoning district. Additionally, Staff recognizes that the restoration of a structure originally used as a single-family dwelling back to a single family dwelling is permitted in the City's code. Therefore, Staff determines the rezoning of the subject property allows a 'special benefit' for one property owner over the common good, inconsistent with the 2005 and 2015 Comprehensive Plans, in fact, a rezoning is not a tool required to allow the petitioner the use he desires. Staff recommends the Planning Commission **deny** a motion recommending that the City Council rezone the property in Case Z-07-16 from GAP-5 to GAP-3 for the property commonly located at 411 N Oak Street.

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

1. Petition
2. Exhibit A-Legal Description
3. Assessment
4. Ordinance
5. Aerial View
6. Zoning Map
7. Neighborhood Notice List
8. Neighborhood Notice Buffer Map



**CONSENT AGENDA ITEM NO. 7N**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of adopting an ordinance approving the rezoning of 1110 Redwood Avenue from R-1C, Single Family Residential, to B-1, Highway Business District.

**RECOMMENDATION/MOTION:** That the Council adopt an ordinance approving the rezoning of the property located at 1110 Redwood Avenue from R-1C to B-1, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 3, objective a—Grow the Local Economy, retention and growth of current local businesses. Goal 3, objective c—Grow the Local Economy, revitalization of older commercial homes.

**STRATEGIC PLAN SIGNIFICANCE:** The B-1 District is the zoning trend in the area. Rezoning the proposed property to B-1 would allow for expansion of the existing B-1 district and creates an opportunity to provide buffering to residential areas. The rezoning promotes the retention of local businesses and future commercial growth in the area. 1110 Redwood Ave is identified as a Tier 1 Priority, infill development, in the City’s Comprehensive Plan.

**BACKGROUND:** The intent of the B-1 District is “to provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly” (Section 44.6-20). 1110 Redwood Avenue is identified as a Tier-1 Development Priority, infill and use of vacant land. Adjacent lots, to the north and northeast, are zoned B-1. The property owner to the east (1112 Redwood Avenue) is also petitioning to rezone from R-1C to B-1. The petitioner is the owner of the adjacent property to the north, currently used as an automobile repair shop, a use compatible with the B-1 District. He wishes to extend the parking for this business onto the lot at 1110 Redwood with access internally from the north.

**PLANNING COMMISSION:** This case was before the Planning Commission for a public hearing on Wednesday, February 24, 2016. Attorney Robert Lenz spoke on behalf of the petitioner. He stated that there were no plans to access Redwood Avenue and agreed to that condition being placed on the rezoning. Attorney Russell DePew spoke in favor of rezoning the adjacent property 1112 Redwood Avenue and supported the petition. No other persons spoke either in favor or in opposition to this petition. The Planning Commission recommended by unanimous vote that council approve the rezoning of 1110 Redwood Avenue, under the following conditions:

- 1110 Redwood Ave is rezoned at the same time as the neighboring property located at 1112 Redwood Ave.

- 1110 Redwood Ave comply with appropriate setbacks, landscaping and fencing/screening requirements, as described in Section 44.4-5(3), 44.6-40, and 44.7 of the City's Code for a B-1 District abutting a residential district.
- Future development of the property is in accordance with City Code.
- No access be permitted onto Redwood Avenue.

**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 102 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** The property is currently a vacant lot and the petitioner is proposing to develop the lot as a parking lot to expand the neighboring business to the north. Financial impact for the City would be minimal and related to the amount collected in property taxes.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Exhibit A-Legal Description
- Petition
- All referenced zoning uses list
- Zoning Map
- Planning Commission Minutes for 2.24.16
- Staff Report to Planning Commission for 2.24.16

---

Motion: That the Council adopt an ordinance approving the rezoning of the property located at 1110 Redwood Avenue from R-1C to B-1.

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

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING REZONING CERTAIN PREMISES TO B-1**

**FOR PROPERTY LOCATED AT: 1110 REDWOOD AVE, BLOOMINGTON IL**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for rezoning certain premises described in Exhibit(s) A attached hereto; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition;

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning by unanimous vote of those present; and

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and rezone said Premises.

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

1. That the Premises hereinafter described in Exhibit(s) A shall be and the same is hereby rezoned to B-1 Highway Business District.
2. That access to and from Redwood Avenue is prohibited.
3. The Official Zoning Map of said City shall be amended to reflect this change in zoning classifications.
4. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28<sup>th</sup> day of March, 2016.

APPROVED this \_\_\_\_\_ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

**EXHIBIT A**

Lot 4 and 5, EXCEPT the East 100 feet thereof of Lot 5 in Sakemiller's Second Subdivision of part of Lot 34 in County Clerk's Subdivision of the Southwest  $\frac{1}{4}$  of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois.

PIN: 21-10-326-008

Date Received 7/15/14

For Council of \_\_\_\_\_

**ROUTE SLIP – ZONING MAP AMENDMENT**

Petitioner: Richardo Ramirez

Property Located at: 1110 Redwood Ave

Bloomington, IL 61701

Attorney: Bob Lenz Atty. Phone: 829-9486

Petitioner/Atty. Address 9335 Old Peoria Rd Bloomington, IL 61705

DOCUMENTS SUBMITTED:

Yes

No

1. Petition

\_\_\_\_\_

3. Legal Description

\_\_\_\_\_

4. \$125 Filing Fee

\_\_\_\_\_

5. Electronic copies of Pet. Ord. & Legal

\_\_\_\_\_

\_\_\_\_\_

5. Date 15 day notice Published 7/19/14 Date sent to newspaper 7/15/14

6. Publication fee of \_\_\_\_\_ paid on \_\_\_\_\_

PROCESSING OF PETITION:

1. Documents reviewed by Development Committee \_\_\_\_\_

2. Public hearing – Planning Commission of \_\_\_\_\_

3. Date of Council Meeting \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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 Richardo Ramirez, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (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 R1C 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 B1 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 petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) 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 R1C to B1.

Respectfully submitted,

By: 

## Section 44.6-30

### Permitted Uses in the B-1 District

Accounting, Auditing, Bookkeeping  
Advertising Services  
Agency Supervised Homes  
Agency-Operated Family Homes  
Agency-Operated Group Homes  
Agriculture  
Ambulatory Surgical Treatment Center  
Amphitheaters  
Amusement Parks  
Animal Detention Facilities, with no outdoor exercise areas  
Animal Hospitals  
Antique Stores  
Apparel Shops  
Appliance Stores  
Aquariums  
Arenas, Field Houses, Stadiums  
Art Galleries, Museums  
Art Supplies, Craft Stores  
Athletic Clubs, YMCA, YWCA  
Auction Houses  
Auditoriums, Concert Halls  
Automobile and Accessories Sales  
Automobile Engine Electrical System Diagnostic Services  
Automobile Rental Service  
Automobile Repair Shops  
Automobile Service Stations  
Awning, Tent, Canvas Products Sales  
Bakery Products Sales  
Ballrooms, Dance Halls  
Banking Services  
Barber Shops, Beauty Shops  
Bars, Taverns, Nightclubs  
Bed & Breakfast Establishments  
Billiard Centers, Pool Halls  
Birthing Center  
Blueprinting and Photocopying  
Boarding Schools  
Boat Sales, Service, Rental  
Book, Stationery Stores, Newsstands  
Bowling Establishments  
Building Construction Services  
Bus Passenger Terminals  
Bus Sales Service  
Business Management Consulting  
Business Schools  
Cabinet making, woodworking, furniture repair  
Cameras, Photographic Supplies  
Camping, Recreational Equipment Sales  
Candle Shops  
Candy Confectionery Sales  
Car Wash  
Carpentry Services  
Catering Services  
Cemeteries  
Childrens Homes, Orphanages  
China, Glassware, Metalware Stores  
Churches, Synagogues, Temples  
Cigar, Tobacco Products Sales  
Clinics  
Collection Services  
College-University Classrooms  
Commercial Printing Services  
Commodity Contract Brokers  
Community Centers  
Computer Services  
Convalescent Homes, Rest Homes  
Convenience Establishments  
Country Clubs, Golf Clubs  
Credit Services  
Cultural Activities  
Currency Exchanges  
Dairy Products  
Dance Studios, Music Studios  
Day Care Centers  
Delicatessens  
Dental Services  
Department Stores  
Detective and Protective Services  
Diagnostic Imaging Center  
Diagnostic Laboratory Treatment Facility  
Diaper Services  
Domestic Violence Shelter  
Donut Shops, Ice Cream Shops  
Draperies, Curtains, Uphostery  
Dressmaking, Tailor Shops  
Drive-in Refreshment Stands  
Drug Stores  
Dry Cleaning Services

Dry Goods, Piece Goods Stores  
Duplicating, Mailing Services  
Dwellings, Two-Family  
Educational and Research Services  
Electrical Repair Service  
Electrical Services  
Electrical Supply Sales  
Electricity Regulating Substations  
Electronics Assembly Plants  
Employment Services  
Engineering, Architectural Services  
Equipment Rental , Leasing Services  
Exhibition/Exposition Halls  
Extended Stay Motel  
Exterminating-Pest Control Services  
Farm Machinery Sales and Service  
Farm Supply Stores  
Financial Services  
Fish Hatcheries, Poultry Hatcheries  
Fishing Camps  
Flammable Liquid Pipelines  
Floor Covering Stores  
Florist Shops  
Food Pantry  
Forestry  
Fuel Oil Service  
Funeral Parlor, Mortuary  
Furniture Stores  
Garden Supply Stores  
Gas Regulatory Stations  
General Merchandise Stores  
Gift Shops  
Golf Courses - Not Miniature Golf  
Golf Driving Ranges  
Government Services  
Greeting Card Shops  
Grocery Stores, Supermarkets  
Gun Shops  
Gymnasiums, Recreation Centers  
Hardware Stores  
Health Clubs  
Health Spas, Reducing Salons  
Heating Plumbing Equipment Sales  
Hobby Shops, Toy Stores  
Home for the Aged  
Home Improvement Center  
Home Maintenance Services  
Horticultural Services

Hospitals, Except Animal Hospitals  
Hotels, Motels, Motor Hotels  
Ice Rinks  
Institution for Child Care  
Institution for the Handicapped  
Insurance Services  
Irrigation Channels  
Jewelry Stores, Watch Repair  
Kennels, with no outdoor exercise areas  
Knit Goods Shops  
Laboratory, Psychological  
Laundering Services  
Leather Goods Shops  
Legal Services  
Legitimate Theaters  
Libraries  
Linen Supply Services  
Linen Supply Stores  
Linen Supply Stores  
Liquor Stores  
Lodging Houses  
Lumber Yards, Building Materials  
Mail Order Houses  
Marine Craft and Accessory Sales  
Massage Therapy Studio  
Medical Marijuana Dispensing Organization  
Medical, Health Services  
Mental Health Facilities  
Merchandise Vending Machine Sales  
Miniature Golf Courses  
Miscellaneous Services N.E.C.  
Monument Sales  
Motels, Hotels, Motor Hotels  
Motion Picture Studios  
Motion Picture Theaters  
Motor Vehicle Sales, Service N.E.C.  
Motor Vehicle Storage  
Motorcycle Sales and Service  
Music Stores, Record Shops  
News Syndicate Services  
Nursery Schools  
Nursing Homes  
Offices  
Optical Goods, Hearing Aids Sales  
Other Clubs Not Classified  
Other Specialty Shops, N.E.C.  
Outdoor Advertising Services  
Packing and Crating Services

Paint, Glass, Wallpaper Stores	Sporting Goods, Bicycle Sales
Painting, Decorating Services	Stenographic Services
Parking Lot, Commercial	Swimming Clubs
Parking Lot, Noncommercial	Swimming Pools
Parks, Playgrounds, Aboretums	Taxi Terminals
Penny Arcade	Telegraph Message Centers
Pet Shops	Telephone Exchange Stations
Pharmacy	Telephone Exchange Substations
Photofinishing Services	Telephone Relay Towers
Photographic Services	Television Broadcasting Studios
Planetariums	Tile Abstracting Services
Plumbing, Heating Services	Tires, Batteries, Accessories Sales
Police Stations, Fire Stations	Trade Supply Sales-Service
Postal Services	Trading Stamp Services
Post-Surgical Recovery Care Center	Transfer Services
Pottery, Ceramic Products Sales	Travel Arranging Services
Pre-Schools	Treatment Centers for Drug Abuse
Printing, Publishing, Allied Uses	Tree Sales, Nurseries, Greenhouses
Professional Clubs, Business Clubs	Truck Rental Service
Professional Supply Repair Services	Truck Sales and Service
Radio Broadcasting Studios	Truck Stops, Truck Plazas
Radio, Television Repair Services	Truck Wash
Radio, Television Stations-Towers	Utility Conduits, Lines, Pipelines
Radio,. Television Stores	Variety Stores
Rail Passenger Terminals	Veterinarian Services
Real Estate Services	Video Sales and Rental Stores
Record Shops, Music Stores	Vocational Schools
Rehabilitation Schools	Water Pressure Control Stations
Religious Education Facility	Water Purification Plants
Research and Testing Services	Water Storage Reservoirs
Restaurants, Cafeterias	Welding Services
Riding Stables, Riding Schools	Well Drilling Services
Roadside Markets	Window Cleaning Services
Roller Skating Rinks	Zoos
Rooming Houses	Airports and Landing Fields (S)
Rooming Houses	Amusement Centers (S)
Savings and Loan Associations	Animal Detention Facilities, with outdoor exercise areas (S)
Security and Commodity Services	Crematories (S)
Service Clubs, Civic Clubs	Drive-in Motion Picture Theaters (S)
Sewage Lift Stations	Dwellings, Single-Family (S)
Sheltered Care Homes	Fairgrounds, Agricultural Exhibits (S)
Shoe Repair Services	Go-Cart Tracks (S)
Shoe Stores	Group Homes for Parolees (S)
Sign Painting Services	Group Homes for Parolees (S)
Ski Mobile Sales, Service	Group or Organized Camps, Resorts (S)
Social Clubs, Lodges	Heliports, Heliport Terminals (S)
Specialty Food Shops	Kennels, with outdoor exercise areas (S)
Specialty Schools	

Manufactured Home Sales (S)  
Mini Warehouses (S)  
Mobile Home Sales (S)  
Race Tracks, Grandstands (S)  
Recreation Vehicle Camps (S)  
Refuse Disposal Services (S)  
Sewage Treatment Plants (S)  
Shooting Galleries, Rifle Ranges (S)  
Tourist Camps (S)  
Travel Trailer Camps (S)  
Wholesale Sales Establishments (1)  
Towing Services (2)  
Adult Cabaret (5)

Adult Hotels/Motels (5)  
Adult Lingerie Modeling Studios (5)  
Adult Media Stores (5)  
Adult Modeling Studios (5)  
Adult Motion Picture Theaters (5)  
Sex Shops (5)  
Sexually Oriented Entertainment Business (5)  
Dwellings, Multiple Family (9)  
Townhouses (9)  
Telecommunication Antenna Facilities (10)  
Media Shops (12)  
Mobile Food and Beverage Vendor (13)

(S) = allowed with a special use

(1) = allowed only as accessory use occupying not more than 40% floor area of any story

(2) = allowed only as accessory use occupying not more than 25% floor area of any story

(5) = allowed provided that no lot line of the lot to be occupied by such use shall be located closer than 1,000 feet to the lot line of a residential, recreational, public assembly (or the like) use

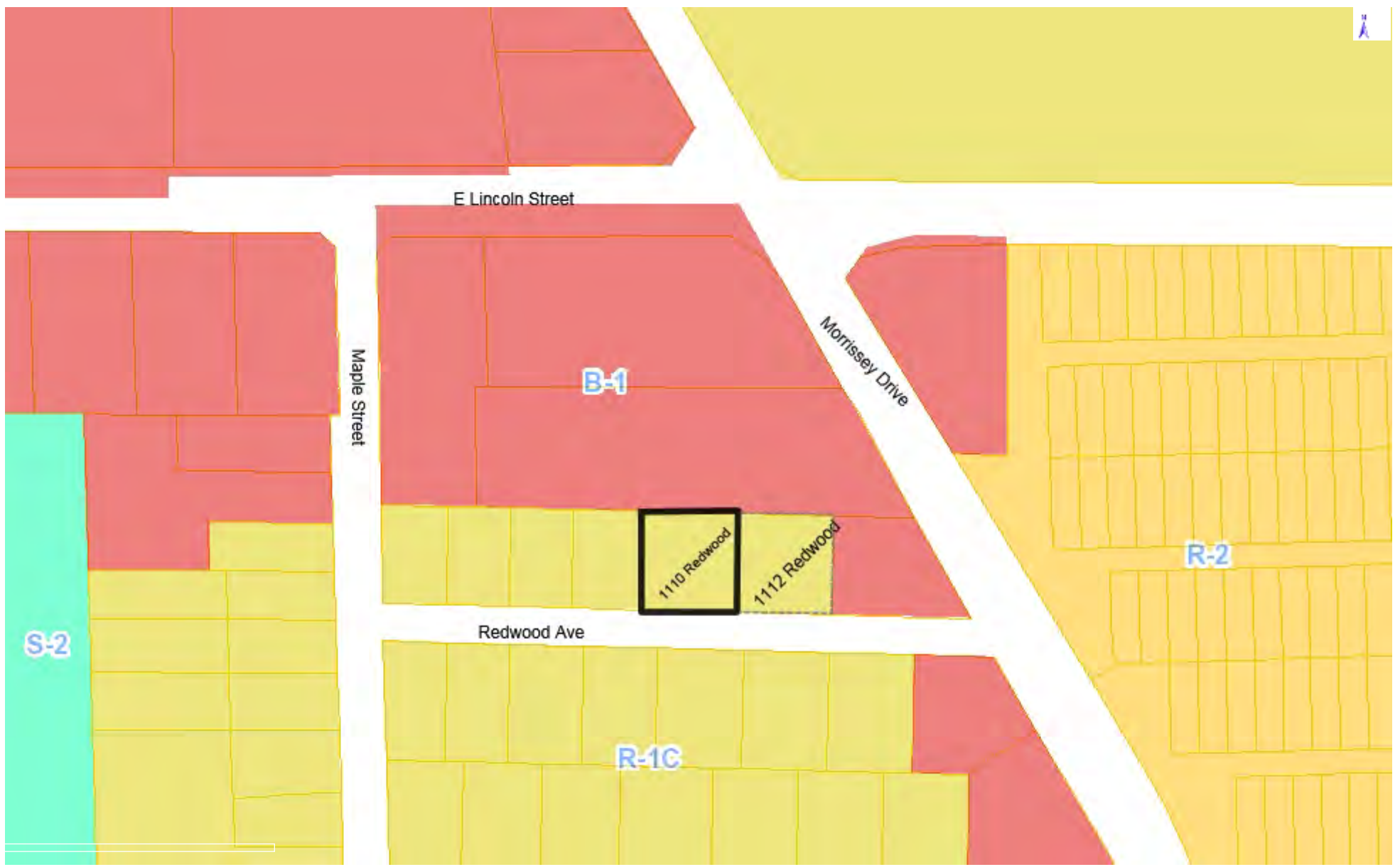
(9) = allowed as a special use if the lot was rezoned B-1 after August 26, 1996

(12) = allowed as permitted use but subject to conditions that adult media kept in a separate room  
1) that is not open to anyone under age (18) and; 2) physically and visually separated from the rest of the shop by an opaque wall and; be located so that the entrance is as far as reasonably possible from media of a particular interest to children; and 4) have access controlled by warning signs to provide assurance that persons under age 18 will not accidentally enter and; 5) provide signs stipulating that persons under age 18 are not permitted in such a room.

(13) = permitted but subject to the requirements of Section 44.4-4 G.



# 1110 Redwood Zoning Map



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Printed: 1/21/2016 5:22:09 PM

**Notes**  
Created by Katie Simpon, City Planner.  
Department of Community  
Development

**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, FEBRUARY 24, 2016, 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Barnett, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Seuss, Chairman Stanczak

**MEMBERS ABSENT:** Mr. Cornell

**OTHERS PRESENT:** Mr. Tom Dabareiner, Community Development Director; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Jim Karch, PW Director; Mr. Kevin Kothe, City Engineer; Mr. Austin Grammer, Economic Development Coordinator

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:00 P.M.

**ROLL CALL:** Mr. Dabareiner called the roll. A quorum was present.

**Z-02-16** Public hearing, review and action on the petition submitted by Rickardo Ramirez, requesting the approval of the Rezoning of the property located at 1110 Redwood Ave from R-1C, Single-Family Residential District to B-1, Highway Business District.

Chairman Stanczak noted that Z-02-16 and Z-03-16 could be presented together by staff. Ms. Simpson stated that staff is in favor of the rezoning from R-1C to B-1 with the condition that it occur coincident with the rezoning recommended in Z-02-16. She also noted the transitional yard requirements to be imposed on these properties given the adjacency of the proposed business district with the existing residential district. She showed location and aerial maps of the properties in the two similar cases and identified the surrounding uses. Ms. Simpson showed the extent of the B-1 district in the vicinity and established that the proposed use is compatible. She noted conflicting overarching City goals to promote economic development and protect residential neighborhoods; adding that staff leans toward the economic development justification due to the trend of development in the area and the new transitional yard protections required which do not currently exist.

Ms. Simpson introduced the related rezoning case at 1110 Redwood. She noted that staff supports this rezoning with the condition that it occurs simultaneously with 1112 Redwood and that landscaping and fencing be installed as part of the buffering associated with the transitional yard requirements.

Mr. Balmer asked if there will be new entrances along Redwood; Ms. Simpson responded that new entrances are not part of the existing plans. Mr. Balmer indicated he would add that prohibition to the list of conditions.



Mr. Robert Lenz, attorney for the petitioner in Case Z-03-16, confirmed the owner has no interest in having a curb cut at 1110 Redwood. Mr. Lenz provided a brief history of the area, noted the expansion of the existing B-1 zoning district, and indicated that he is amenable to the conditions placed in the recommended approval for the rezoning.

Russell DePew, attorney for the petitioner in Case Z-02-16, noted that the proposed rezoning of 1112 Redwood will provide a more attractive property should it be sold in the future. He added that the existing residential structure may see re-use as a residence until such time as redevelopment occurs. He agreed with the conditions indicated in the staff report.

Mr. Pearson questioned the need for prohibiting an entranceway at 1110 Redwood. Mr. Balmer clarified that his condition was intended to prevent additional traffic down from impacting the existing residential along Redwood. Mr. Scritchlow also questioned the need for the prohibition.

Mr. Balmer motioned to recommend to the City Council approval of both the rezonings in cases Z—2-16 and Z-03-16 from R-1C to B-1; Mr. Scritchlow seconded the motion, which passed by a vote of 8-0 with the following votes being cast on roll call: Mr. Balmer-yes; Mr. Scritchlow-yes; Mr. Pearson-yes; Mr. Barnett -yes; Mr. Protzman-yes; Ms. Schubert-yes; Mr. Seuss-yes; Chairman Stanczak-yes.

**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
FEBRUARY 10, 2016**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Z-02-16 1110 Redwood Ave	Rezoning from R-1C, Single-Family Residential District, to B-1 Highway Business District	Katie Simpson City Planner

**REQUEST**

The petitioner is seeking a rezoning from R-1C, Single-Family Residential District, to B-1 Highway Business District.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

Owner and Applicant: Rickardo Ramirez

**LEGAL DESCRIPTION:** LOT 4 AND 5, EXCEPT THE EAST 100 FEET THEREOF LOT 5 IN SAKEMILLER'S SECOND SUBDIVISION OF PART OF LOT 34 IN COUNTY CLERK'S SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS

**PROPERTY INFORMATION**

Existing Zoning: R-1C, Single-Family Residential District  
 Existing Land Use: Vacant lot  
 Property Size: approximately 10,505 square feet  
 PIN: 21-10-326-008

**Surrounding Zoning and Land Uses**

Zoning

North: B-1, Highway Business District  
 South: R-1C, Single-Family Residential District  
 East: R-1C, Single-Family Residential District  
 West: R-1C, Single-Family Residential District

Land Uses

Automobile Repair Shop  
 Single Family Dwelling  
 Single Family Dwelling  
 Single Family Dwelling

**ANALYSIS**

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map

4. Photographs of adjacent sites

**Project Description**

The petitioner desires to change the R-1C zoning to a B-1 zoning to enable the conversion of the vacant lot located at 1110 Redwood Ave to a commercial parking lot to be used by the adjacent automobile repair service to the north.

**Compliance with the Comprehensive Plan**

The intent of the B-1, Highway Business District, is “to provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly” (Section 44.6-20). Additionally, the proposed rezoning area is recognized as a Tier-1 priority area in the 2035 City of Bloomington Comprehensive Plan, infill development or redevelopment of vacant and underutilized land. Rezoning the proposed property to B-1 would allow for future commercial and mixed-use development in the area. Rezoning of this property would allow for revitalization of older commercial homes (Goal 3, Objective c) as well as retention and growth of current local businesses (Goal 3, Objective a).

**Nearby Zoning and Land Uses**

The property has an adjacent site to the north with B-1 zoning, and the eastern adjacent property is also seeking rezoning to B-1. The uses of the adjacent properties, such as the automobile repair shop and automobile sales services, are compatible with the proposed commercial parking lot as well as other B-1 uses.

**FINDINGS OF FACT**

The Zoning Ordinance has “*Zoning Map Amendment Guidelines*” and by states, “*In making its legislative determination to zone or rezone property to a B-1 Highway Business District, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The relationship of the proposed development to the intended primary market for such goods and services, highway travelers; the proposed property is located within close proximity of Morrissey Drive (Bus 150) and Veterans Parkway (I-55/Historic Route 66) and accessible to the intended primary market, highway travelers.*
2. *The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which lawfully occur on the property so zoned; the capacity of the existing utilities is adequate to serve the new land use associated with the proposed change, however the existing lot but will require appropriate ingress/egress access prior to being developed.*
3. *The potential impact the permitted uses authorized in the district would have upon any existing or permitted uses, especially residential uses in the surrounding area; the exiting lot abuts a R-1C district to the east and will require adequate buffering, with appropriate*

screening and fencing, between the rezoned B-1 district and residential districts as described in section 44.4-5(3) of the City's Zoning Ordinance.

4. *The adequacy of public services, including police and fire protection serving the property and the impact the permitted uses would have upon these services; public services serving the property are adequate for the permitted uses of the proposed zoning district.*
5. *The impact any natural disasters, including flooding, would have upon the permitted uses the impact of natural disasters, including flooding, upon the permitted uses would be minimal, the petitioner should ensure the property complies with parking lot drainage requirements (44.7-2G.3) before developing the existing vacant site.*
6. *The impact the permitted uses would have upon the environment including noise, air, and water pollution. To minimize impact upon the environment, future development will need to comply with adequate drainage, landscaping/screening, etc. as designated in Sections 44.6-40 and 44.7, as well as transitional yard requirements described in Section 44.4-5.*
7. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137) the property is located in a Tier-1 development priority area identified in the City's 2035 Comprehensive Plan.*

**STAFF RECOMMENDATION:**

Since the requested zoning change is compatible with surrounding land uses and zoning, and based on the above findings staff recommends the Planning Commission pass a motion recommending that the City Council rezone the property in Case Z-02-16 from R-1C, Single-Family Residential District to B-1, Highway Business District, for the property located at 1110 Redwood Ave with the conditions that 1) both properties 1110 Redwood and 1112 Redwood be rezoned at the same time and 2) 1110 Redwood comply with appropriate setbacks, landscaping and fencing/screening requirements, as described in Sections 44.4-5(3), 44.6-40, and 44.7 of the City's Code, for a B-1 district abutting a residential district 3) future development of the property occurs in accordance with the requirements described in the City's Code.

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

1. Petition
2. Exhibit A-Legal Description
3. Ordinance
4. Aerial View
5. Zoning Map
6. Site Photos
7. Neighborhood Notice List
8. Neighborhood Notice Buffer Map



CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of adopting an ordinance approving the rezoning of 1112 Redwood Avenue from R-1C, Single Family Residential, to B-1, Highway Business District.

**RECOMMENDATION/MOTION:** That the Council adopt an ordinance approving the rezoning of the property located at 1112 Redwood Avenue from R-1C to B-1, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 3, objective a—Grow the Local Economy, retention and growth of current local businesses. Goal 3, objective c—Grow the Local Economy, revitalization of older commercial homes.

**STRATEGIC PLAN SIGNIFICANCE:** The B-1 District is the zoning trend in the area. Rezoning the proposed property to B-1 would allow for expansion of the existing B-1 district and creates an opportunity to provide buffering to residential areas. The rezoning promotes the retention of local businesses and future commercial growth in the area.

**BACKGROUND:** The intent of the B-1 District is “to provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly” (Section 44.6-20). 1112 Redwood Avenue has adjacent lots, to the north and east, zoned B-1. The property owner to the west (1110 Redwood Avenue) is also petitioning to rezone from R-1C to B-1. Adjacent property uses include automobile repair shop and automobile sales services, both compatible with the B-1 District.

**PLANNING COMMISSION:** This case was before the Planning Commission for a public hearing on Wednesday, February 24, 2016. Russell DePew, attorney for petitioner, spoke in favor. No citizens’ spoke in favor of the case; no one spoke in opposition. The Planning Commission recommended approval by unanimous vote that council approve the rezoning of 1112 Redwood Avenue, under the following conditions:

- 1112 Redwood Ave is rezoned at the same time as the neighboring property located at 1110 Redwood Ave.
- The petitioner consider applying for a special use permit if he wishes to maintain a single-family house on the property.
- Future development of business in the area is mindful of neighboring residential districts and adheres to transitional yard requirements and setbacks.

**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 102 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** The property is currently a single-family home which has been vacant for a number of years. The petitioner is not proposing to change the use, therefore there should be no financial impact for the city.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Exhibit A-Legal Description
- Petition
- All referenced zoning uses list
- Zoning Map
- Planning Commission Minutes for 2.24.16
- Staff Report to Planning Commission for 2.24.16

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Motion: That the Council adopt an ordinance approving the rezoning of the property commonly located at 1112 Redwood Avenue from R-1C to B-1, and authorize the Mayor and City Clerk 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 Buragas			
Alderman Mwilambwe							
				Mayor Renner			

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING REZONING CERTAIN PREMISES TO B-1**

**FOR PROPERTY LOCATED AT: 1112 REDWOOD AVE, BLOOMINGTON IL**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition for rezoning certain premises described in Exhibit(s) A attached hereto; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition;

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning by unanimous vote of those present; and

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and rezone said Premises.

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

1. That the Premises hereinafter described in Exhibit(s) A shall be and the same is hereby rezoned to B-1 Highway Business District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classifications.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28<sup>th</sup> day of March, 2016.

APPROVED this \_\_\_\_\_ day of March, 2016.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel



**EXHIBIT A**

Lot 5, EXCEPT the East 100 feet thereof, in Sakemiller's Second Subdivision of part of Lot 34 in County Clerk's Subdivision of the Southwest  $\frac{1}{4}$  of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois.

PIN: 21-10-326-009

Date Received 1/15/14  
For Council of 3/14/14

**ROUTE SLIP – ZONING MAP AMENDMENT**

Petitioner: Jack Guess

Property Located at: 1112 Redwood Ave Bloomington

Attorney: Russell DePew Atty. Phone: 309-829-7002

Petitioner/Atty. Address 201 W. Olive, Bloomington, IL 61701

DOCUMENTS SUBMITTED:	Yes	No
1. Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Legal Description	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. \$125 Filing Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Electronic copies of Pet. Ord. & Legal	<input type="checkbox"/>	<input type="checkbox"/>
5. Date 15 day notice Published <u>1/19/14</u>		Date sent to newspaper <u>1/15/14</u>
6. Publication fee of _____ paid on _____		

**PROCESSING OF PETITION:**

1. Documents reviewed by Development Committee \_\_\_\_\_
2. Public hearing – Planning Commission of 2/10/14
3. Date of Council Meeting \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Jack Guess, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

- 1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (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 R1C 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 B1 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 petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) 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 RIC to BI.

Respectfully submitted,

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

*Russell McPens*  
attorney for Jack & Guess

## Section 44.6-30

### Permitted Uses in the B-1 District

Accounting, Auditing, Bookkeeping  
Advertising Services  
Agency Supervised Homes  
Agency-Operated Family Homes  
Agency-Operated Group Homes  
Agriculture  
Ambulatory Surgical Treatment Center  
Amphitheaters  
Amusement Parks  
Animal Detention Facilities, with no outdoor exercise areas  
Animal Hospitals  
Antique Stores  
Apparel Shops  
Appliance Stores  
Aquariums  
Arenas, Field Houses, Stadiums  
Art Galleries, Museums  
Art Supplies, Craft Stores  
Athletic Clubs, YMCA, YWCA  
Auction Houses  
Auditoriums, Concert Halls  
Automobile and Accessories Sales  
Automobile Engine Electrical System Diagnostic Services  
Automobile Rental Service  
Automobile Repair Shops  
Automobile Service Stations  
Awning, Tent, Canvas Products Sales  
Bakery Products Sales  
Ballrooms, Dance Halls  
Banking Services  
Barber Shops, Beauty Shops  
Bars, Taverns, Nightclubs  
Bed & Breakfast Establishments  
Billiard Centers, Pool Halls  
Birthing Center  
Blueprinting and Photocopying  
Boarding Schools  
Boat Sales, Service, Rental  
Book, Stationery Stores, Newsstands  
Bowling Establishments  
Building Construction Services  
Bus Passenger Terminals  
Bus Sales Service  
Business Management Consulting  
Business Schools  
Cabinet making, woodworking, furniture repair  
Cameras, Photographic Supplies  
Camping, Recreational Equipment Sales  
Candle Shops  
Candy Confectionery Sales  
Car Wash  
Carpentry Services  
Catering Services  
Cemeteries  
Childrens Homes, Orphanages  
China, Glassware, Metalware Stores  
Churches, Synagogues, Temples  
Cigar, Tobacco Products Sales  
Clinics  
Collection Services  
College-University Classrooms  
Commercial Printing Services  
Commodity Contract Brokers  
Community Centers  
Computer Services  
Convalescent Homes, Rest Homes  
Convenience Establishments  
Country Clubs, Golf Clubs  
Credit Services  
Cultural Activities  
Currency Exchanges  
Dairy Products  
Dance Studios, Music Studios  
Day Care Centers  
Delicatessens  
Dental Services  
Department Stores  
Detective and Protective Services  
Diagnostic Imaging Center  
Diagnostic Laboratory Treatment Facility  
Diaper Services  
Domestic Violence Shelter  
Donut Shops, Ice Cream Shops  
Draperies, Curtains, Uphostery  
Dressmaking, Tailor Shops  
Drive-in Refreshment Stands  
Drug Stores  
Dry Cleaning Services

Dry Goods, Piece Goods Stores  
Duplicating, Mailing Services  
Dwellings, Two-Family  
Educational and Research Services  
Electrical Repair Service  
Electrical Services  
Electrical Supply Sales  
Electricity Regulating Substations  
Electronics Assembly Plants  
Employment Services  
Engineering, Architectural Services  
Equipment Rental , Leasing Services  
Exhibition/Exposition Halls  
Extended Stay Motel  
Exterminating-Pest Control Services  
Farm Machinery Sales and Service  
Farm Supply Stores  
Financial Services  
Fish Hatcheries, Poultry Hatcheries  
Fishing Camps  
Flammable Liquid Pipelines  
Floor Covering Stores  
Florist Shops  
Food Pantry  
Forestry  
Fuel Oil Service  
Funeral Parlor, Mortuary  
Furniture Stores  
Garden Supply Stores  
Gas Regulatory Stations  
General Merchandise Stores  
Gift Shops  
Golf Courses - Not Miniature Golf  
Golf Driving Ranges  
Government Services  
Greeting Card Shops  
Grocery Stores, Supermarkets  
Gun Shops  
Gymnasiums, Recreation Centers  
Hardware Stores  
Health Clubs  
Health Spas, Reducing Salons  
Heating Plumbing Equipment Sales  
Hobby Shops, Toy Stores  
Home for the Aged  
Home Improvement Center  
Home Maintenance Services  
Horticultural Services

Hospitals, Except Animal Hospitals  
Hotels, Motels, Motor Hotels  
Ice Rinks  
Institution for Child Care  
Institution for the Handicapped  
Insurance Services  
Irrigation Channels  
Jewelry Stores, Watch Repair  
Kennels, with no outdoor exercise areas  
Knit Goods Shops  
Laboratory, Psychological  
Laundering Services  
Leather Goods Shops  
Legal Services  
Legitimate Theaters  
Libraries  
Linen Supply Services  
Linen Supply Stores  
Linen Supply Stores  
Liquor Stores  
Lodging Houses  
Lumber Yards, Building Materials  
Mail Order Houses  
Marine Craft and Accessory Sales  
Massage Therapy Studio  
Medical Marijuana Dispensing Organization  
Medical, Health Services  
Mental Health Facilities  
Merchandise Vending Machine Sales  
Miniature Golf Courses  
Miscellaneous Services N.E.C.  
Monument Sales  
Motels, Hotels, Motor Hotels  
Motion Picture Studios  
Motion Picture Theaters  
Motor Vehicle Sales, Service N.E.C.  
Motor Vehicle Storage  
Motorcycle Sales and Service  
Music Stores, Record Shops  
News Syndicate Services  
Nursery Schools  
Nursing Homes  
Offices  
Optical Goods, Hearing Aids Sales  
Other Clubs Not Classified  
Other Specialty Shops, N.E.C.  
Outdoor Advertising Services  
Packing and Crating Services

Paint, Glass, Wallpaper Stores	Sporting Goods, Bicycle Sales
Painting, Decorating Services	Stenographic Services
Parking Lot, Commercial	Swimming Clubs
Parking Lot, Noncommercial	Swimming Pools
Parks, Playgrounds, Aboretums	Taxi Terminals
Penny Arcade	Telegraph Message Centers
Pet Shops	Telephone Exchange Stations
Pharmacy	Telephone Exchange Substations
Photofinishing Services	Telephone Relay Towers
Photographic Services	Television Broadcasting Studios
Planetariums	Tile Abstracting Services
Plumbing, Heating Services	Tires, Batteries, Accessories Sales
Police Stations, Fire Stations	Trade Supply Sales-Service
Postal Services	Trading Stamp Services
Post-Surgical Recovery Care Center	Transfer Services
Pottery, Ceramic Products Sales	Travel Arranging Services
Pre-Schools	Treatment Centers for Drug Abuse
Printing, Publishing, Allied Uses	Tree Sales, Nurseries, Greenhouses
Professional Clubs, Business Clubs	Truck Rental Service
Professional Supply Repair Services	Truck Sales and Service
Radio Broadcasting Studios	Truck Stops, Truck Plazas
Radio, Television Repair Services	Truck Wash
Radio, Television Stations-Towers	Utility Conduits, Lines, Pipelines
Radio,. Television Stores	Variety Stores
Rail Passenger Terminals	Veterinarian Services
Real Estate Services	Video Sales and Rental Stores
Record Shops, Music Stores	Vocational Schools
Rehabilitation Schools	Water Pressure Control Stations
Religious Education Facility	Water Purification Plants
Research and Testing Services	Water Storage Reservoirs
Restaurants, Cafeterias	Welding Services
Riding Stables, Riding Schools	Well Drilling Services
Roadside Markets	Window Cleaning Services
Roller Skating Rinks	Zoos
Rooming Houses	Airports and Landing Fields (S)
Rooming Houses	Amusement Centers (S)
Savings and Loan Associations	Animal Detention Facilities, with outdoor exercise areas (S)
Security and Commodity Services	Crematories (S)
Service Clubs, Civic Clubs	Drive-in Motion Picture Theaters (S)
Sewage Lift Stations	Dwellings, Single-Family (S)
Sheltered Care Homes	Fairgrounds, Agricultural Exhibits (S)
Shoe Repair Services	Go-Cart Tracks (S)
Shoe Stores	Group Homes for Parolees (S)
Sign Painting Services	Group Homes for Parolees (S)
Ski Mobile Sales, Service	Group or Organized Camps, Resorts (S)
Social Clubs, Lodges	Heliports, Heliport Terminals (S)
Specialty Food Shops	Kennels, with outdoor exercise areas (S)
Specialty Schools	

Manufactured Home Sales (S)  
Mini Warehouses (S)  
Mobile Home Sales (S)  
Race Tracks, Grandstands (S)  
Recreation Vehicle Camps (S)  
Refuse Disposal Services (S)  
Sewage Treatment Plants (S)  
Shooting Galleries, Rifle Ranges (S)  
Tourist Camps (S)  
Travel Trailer Camps (S)  
Wholesale Sales Establishments (1)  
Towing Services (2)  
Adult Cabaret (5)

Adult Hotels/Motels (5)  
Adult Lingerie Modeling Studios (5)  
Adult Media Stores (5)  
Adult Modeling Studios (5)  
Adult Motion Picture Theaters (5)  
Sex Shops (5)  
Sexually Oriented Entertainment Business (5)  
Dwellings, Multiple Family (9)  
Townhouses (9)  
Telecommunication Antenna Facilities (10)  
Media Shops (12)  
Mobile Food and Beverage Vendor (13)

(S) = allowed with a special use

(1) = allowed only as accessory use occupying not more than 40% floor area of any story

(2) = allowed only as accessory use occupying not more than 25% floor area of any story

(5) = allowed provided that no lot line of the lot to be occupied by such use shall be located closer than 1,000 feet to the lot line of a residential, recreational, public assembly (or the like) use

(9) = allowed as a special use if the lot was rezoned B-1 after August 26, 1996

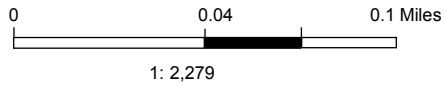
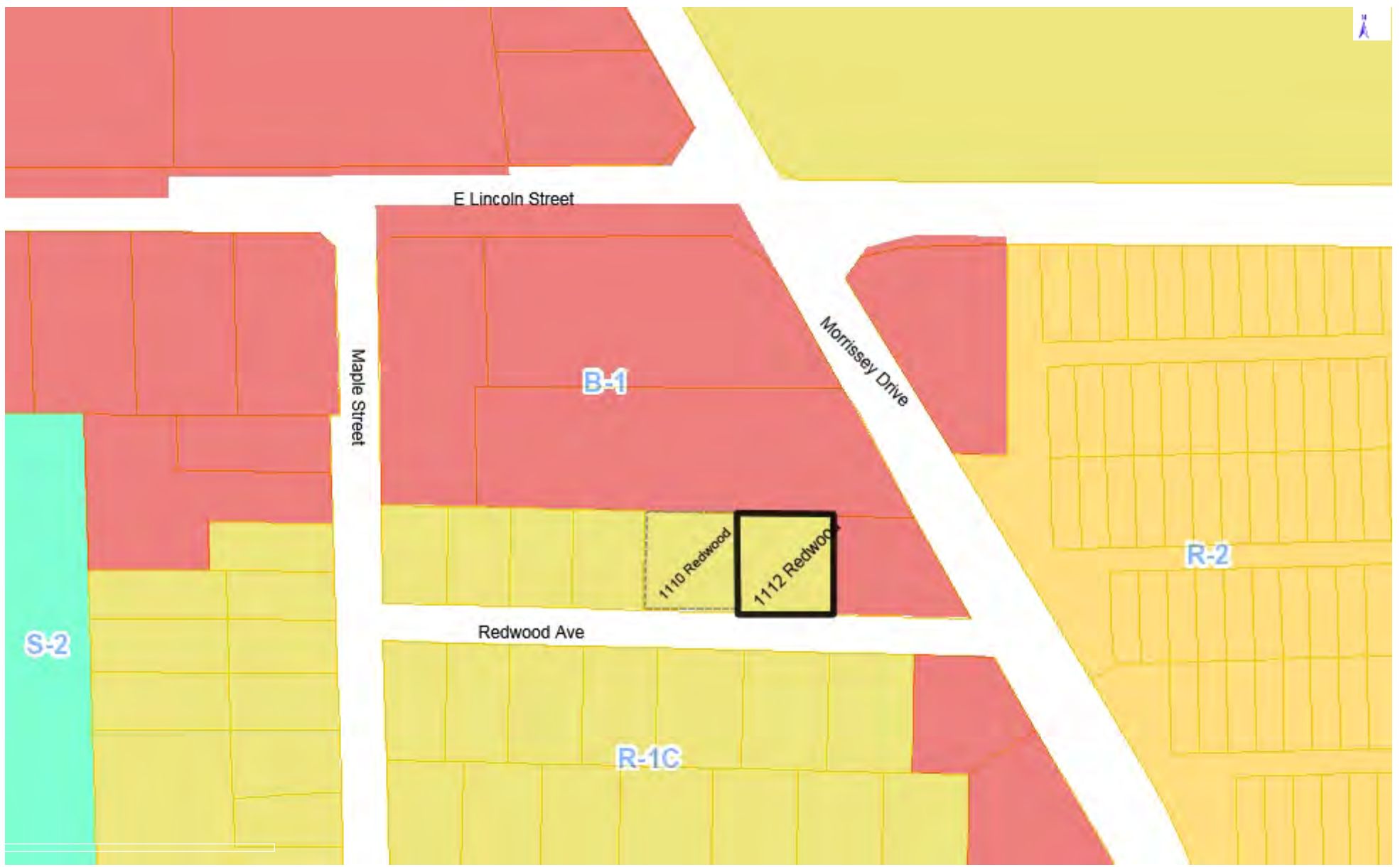
(12) = allowed as permitted use but subject to conditions that adult media kept in a separate room  
1) that is not open to anyone under age (18) and; 2) physically and visually separated from the rest of the shop by an opaque wall and; be located so that the entrance is as far as reasonably possible from media of a particular interest to children; and 4) have access controlled by warning signs to provide assurance that persons under age 18 will not accidentally enter and; 5) provide signs stipulating that persons under age 18 are not permitted in such a room.

(13) = permitted but subject to the requirements of Section 44.4-4 G.





# 1112 Redwood Zoning Map



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Printed: 1/21/2016 5:22:50 PM

Notes  
Created by Katie Simpson, City  
Planner, Department of  
Community Development

**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, FEBRUARY 24, 2016, 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Barnett, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Seuss, Chairman Stanczak

**MEMBERS ABSENT:** Mr. Cornell

**OTHERS PRESENT:** Mr. Tom Dabareiner, Community Development Director; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Jim Karch, PW Director; Mr. Kevin Kothe, City Engineer; Mr. Austin Grammer, Economic Development Coordinator

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:00 P.M.

**ROLL CALL:** Mr. Dabareiner called the roll. A quorum was present.

**Z-03-16.** Public hearing, review and action on the petition submitted by Jack Guess, requesting the approval of the Rezoning of the property located at 1112 Redwood Ave from R-1C, Single-Family Residential District to B-1, Highway Business District.

Chairman Stanczak noted that Z-02-16 and Z-03-16 could be presented together by staff. Ms. Simpson stated that staff is in favor of the rezoning from R-1C to B-1 with the condition that it occur coincident with the rezoning recommended in Z-02-16. She also noted the transitional yard requirements to be imposed on these properties given the adjacency of the proposed business district with the existing residential district. She showed location and aerial maps of the properties in the two similar cases and identified the surrounding uses. Ms. Simpson showed the extent of the B-1 district in the vicinity and established that the proposed use is compatible. She noted conflicting overarching City goals to promote economic development and protect residential neighborhoods; adding that staff leans toward the economic development justification due to the trend of development in the area and the new transitional yard protections required which do not currently exist.

Ms. Simpson introduced the related rezoning case at 1110 Redwood. She noted that staff supports this rezoning with the condition that it occurs simultaneously with 1112 Redwood and that landscaping and fencing be installed as part of the buffering associated with the transitional yard requirements.

Mr. Balmer asked if there will be new entrances along Redwood; Ms. Simpson responded that new entrances are not part of the existing plans. Mr. Balmer indicated he would add that prohibition to the list of conditions.

Mr. Robert Lenz, attorney for the petitioner in Case Z-03-16, confirmed the owner has no interest in having a curb cut at 1110 Redwood. Mr. Lenz provided a brief history of the area, noted the expansion of the existing B-1 zoning district, and indicated that he is amenable to the conditions placed in the recommended approval for the rezoning.

Russell DePeuw, attorney for the petitioner in Case Z-02-16, noted that the proposed rezoning of 1112 Redwood will provide a more attractive property should it be sold in the future. He added that the existing residential structure may see re-use as a residence until such time as redevelopment occurs. He agreed with the conditions indicated in the staff report.

Mr. Pearson questioned the need for prohibiting an entranceway at 1110 Redwood. Mr. Balmer clarified that his condition was intended to prevent additional traffic down from impacting the existing residential along Redwood. Mr. Scritchlow also questioned the need for the prohibition.

Mr. Balmer motioned to recommend to the City Council approval of both the rezonings in cases Z—2-16 and Z-03-16 from R-1C to B-1; Mr. Scritchlow seconded the motion, which passed by a vote of 8-0 with the following votes being cast on roll call: Mr. Balmer-yes; Mr. Scritchlow-yes; Mr. Pearson-yes; Mr. Barnett -yes; Mr. Protzman-yes; Ms. Schubert-yes; Mr. Seuss-yes; Chairman Stanczak-yes.

**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
FEBRUARY 10, 2016**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Z-03-16 1112 Redwood Ave	Rezoning from R-1C, Single-Family Residential District, to B-1 Highway Business District	Katie Simpson City Planner

**REQUEST**

The petitioner is seeking a rezoning from R-1C, Single-Family Residential District, to B-1 Highway Business District.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

Owner and Applicant: Jack Guess

**LEGAL DESCRIPTION:** LOT 5, EXCEPT THE EAST 100 FEET THEREOF, IN SAKEMILLER'S SECOND SUBDIVISION OF PART OF LOT 34 IN COUNTY CLERK'S SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPLE MERIDIAN, MCLEAN COUNTY, ILLINOIS

**PROPERTY INFORMATION**

Existing Zoning: R-1C, Single-Family Residential District  
 Existing Land Use: Single-family dwelling  
 Property Size: approximately 10,400 square feet  
 PIN: 21-10-326-009

**Surrounding Zoning and Land Uses**

Zoning

North: B-1, Highway Business District  
 South: R-1C, Single-Family Residential District  
 East: B-1, Highway Business District  
 West: R-1C, Single-Family Residential District

Land Uses

Automobile and Accessory Sale Service  
 Single Family Dwelling  
 Automobile and Accessory Sale Service  
 Vacant Lot

**ANALYSIS**

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map

4. Photographs of adjacent sites

**Project Description**

The petitioner desires to change the existing R-1C, Single-Family Residential District, zoning to a B-1, Business Highway District, zoning.

**Compliance with the Comprehensive Plan**

The intent of the B-1, Highway Business District, is “to provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly” (Section 44.6-20). Rezoning the proposed property to B-1 would allow for expansion of the existing B-1 district enabling future commercial and mixed-use development in the area (2015 Strategic Plan Goal 3: Grow the Local Economy) and would promote the revitalization of older commercial homes (Goal 3, Objective c).

**Nearby Zoning and Land Uses**

The subject property has two adjacent sites to the north and east with B-1 zoning, and the western adjacent property is also seeking rezoning to B-1. The adjacent property uses, such as the automobile repair shop and automobile sales services are compatible with the proposed commercial parking lot and other B-1 uses.

The property is currently used as a single-family dwelling. A single-family dwelling in the B-1 district requires a special use permit. Staff highly encourages the petitioner to consider applying for a special use permit to avoid the creation of any nonconforming uses, if the residential use is to remain. Although the proposed rezone of the existing property could result in the creation of a nonconforming use, rezoning the proposed property at the same time as the eastern adjoining property, 1110 Redwood Ave, will prevent the creation of “spot zoning” in the area.

**FINDINGS OF FACT**

The Zoning Ordinance has “*Zoning Map Amendment Guidelines*” and by states, “*In making its legislative determination to zone or rezone property to a B-1 Highway Business District, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The relationship of the proposed development to the intended primary market for such goods and services, highway travelers; the proposed property is located within close proximity of Morrissey Drive (Bus 150) and Veterans Parkway (I-55/Historic Route 66) and accessible to the intended primary market, highway travelers.*
2. *The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which lawfully occur on the property so zoned; the capacity of the existing utilities is adequate to serve the new land use associated with the proposed change.*

3. *The potential impact the permitted uses authorized in the district would have upon any existing or permitted uses, especially residential uses in the surrounding area; the property is currently used as a single-family dwelling. By rezoning from R-1C to B-1, the existing use will require a special use permit to avoid the creation of a nonconforming use. If rezoning occurs, staff highly encourages the petitioner to seek a special use permit for the existing property.*
4. *The adequacy of public services, including police and fire protection serving the property and the impact the permitted uses would have upon these services; public services serving the property are adequate for the permitted uses of the proposed rezoning.*
5. *The impact any natural disasters, including flooding, would have upon the permitted uses; the capacity of the existing utilities is adequate to serve the new land use associated with the proposed change.*
6. *The impact the permitted uses would have upon the environment including noise, air, and water pollution; To minimize impact upon the environment, future development will need to comply with adequate drainage, landscaping/screening, etc. as designated in Sections 44.6-40 and 44.7, as well as transitional yard requirements described in Section 44.4-5.*
7. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137) the property adjacent to the west is recognized as a Tier-1 development priority in the City of Bloomington 2035 Comprehensive Plan. Tier-1 calls for infill development of underutilized and/or vacant land. To avoid the creation of a spot zone, the petitioner and the owner of 1110 Redwood Ave are seeking to rezone both properties at the same time.*

**STAFF RECOMMENDATION:**

Since the requested zoning change is compatible with surrounding land uses and zoning, and based on the above findings staff recommends the Planning Commission pass a motion recommending that the City Council rezone the property in Case Z-03-16 located at 1112 Redwood Ave from R-1C to B-1 with the following conditions: 1) the subject property is rezoned at the same time as the neighboring property located at 1110 Redwood Ave; 2) the petitioner considers applying for a special use permit for a single-family residence located at 1112 Redwood to avoid creating a nonconforming use of the subject property 3) future development of business use mindful of neighboring residential districts and adheres to transitional yard requirements and setbacks

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

1. Petition

## **Agenda Item A.**

2. Exhibit A-Legal Description
3. Ordinance
4. Aerial View
5. Zoning Map
6. Site Photos
7. Neighborhood Notice List
8. Neighborhood Notice Location and Buffer Map



CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: March 28, 2015

**SUBJECT:** Consideration of approving a resolution for right of way dedication along Hershey Road south of College Avenue.

**RECOMMENDATION/MOTION:** That the resolution be approved, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 3 Grow the Local Economy

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

**BACKGROUND:** The right of way dedication is necessitated by proposed development of the Third Addition to Shirk Commercial Subdivision. This is a development supported by the City Council on February 22, 2016, through an Economic Incentive Agreement to facilitate retention and expansion of The Kroger Co. Right of way dedication enables the City to provide transportation and other public works services. The right of way currently ends in the middle of Hershey Road. This reflects a rural model of private property ownership, in which property extends to a road center line and government uses easements. In-city development requires an urban model in which the right of way extends beyond the roadway to enable the City to more efficiently provide necessary services.

A preliminary title report has been ordered and is anticipated to be received on March 29th.

The item is being presented to the Council in conjunction with a proposed final plat for the property.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The property owner, Sunrise Company LLC., providing surveying. The development project was presented in public forum through the City Council.

**FINANCIAL IMPACT:** None. All survey and plat costs were paid by the property owner, Sunrise Company LLC.

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis P.E., Civil Engineer I  
Stephen Arney, Engineering Technician I

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



Reviewed by:

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Attachment 1: Map and Right of Way Plat
- Attachment 2 - Petition
- Attachment 3 - Resolution
- Attachment 4 - Exhibit A: Legal Description

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Motion: That the Resolution be approved, and authorize the Mayor and City Clerk to authorize the necessary documents.

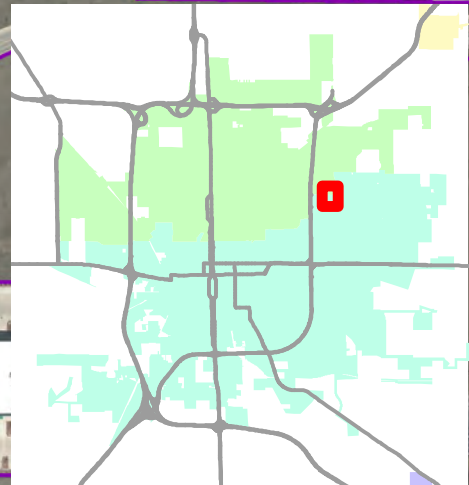
Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



Legend

- Existing Streets
- Planned Streets
- Buildings
- Parcels



Third Addition to  
Shirk Commercial Suidivision

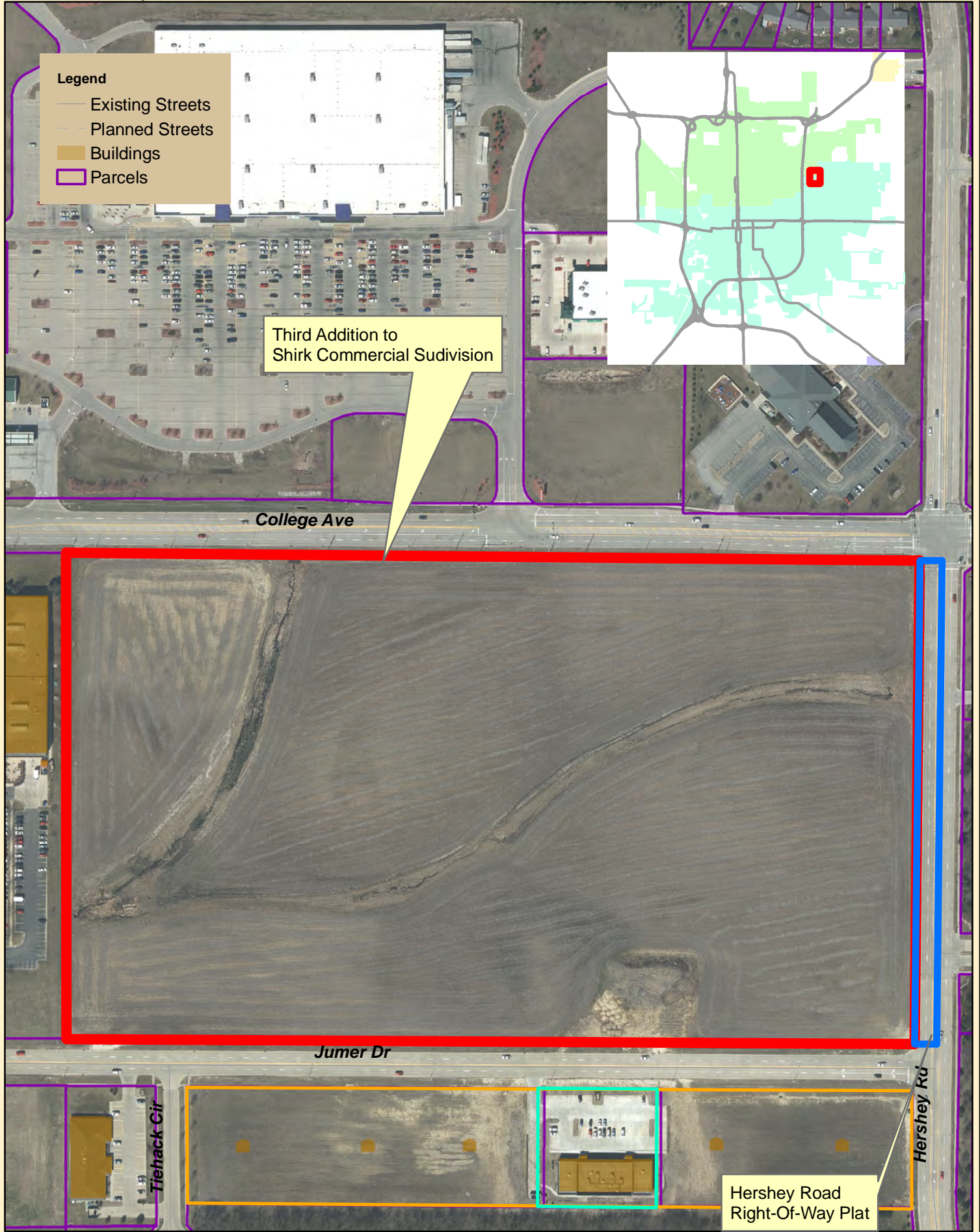
College Ave

Jumer Dr

Tiehack Cir

Hershey Rd

Hershey Road  
Right-Of-Way Plat



# RIGHT-OF-WAY PLAT

PART OF S.W. 1/4 SECTION 25, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

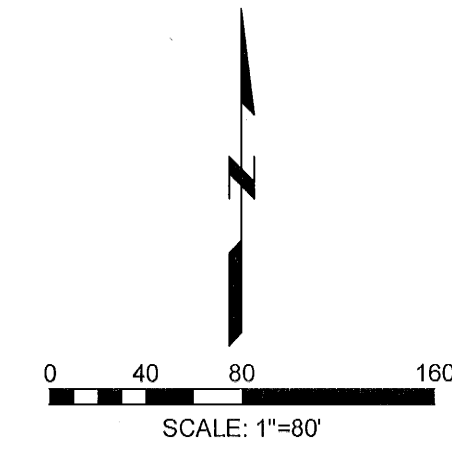


**Farnsworth**  
GROUP

2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:  
# Date: Description:



### LEGEND

- R= RADIUS
- L= ARC LENGTH
- C= CHORD LENGTH
- \*87°47'24" ANGLE MEASURED TO CHORD
- IRON ROD
- x MAGNETIC NAIL

### SURVEYOR'S DECLARATION

The following described property is hereby dedicated for Hershey Road in the City of Bloomington:

A part of Lot 10 in the Resurvey of Lot 8 in the Shirk Survey in the City of Bloomington, being a part of the Southwest Quarter of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at a point on the North Line of said Lot 10, said North Line also being the South Right-of-Way Line of College Avenue and said point being 829.87 feet west of the Northeast Corner of said Lot 10. From said Point of Beginning, thence west 43.00 feet along said North Line; thence south 937.07 feet along a line which forms an angle to the right of 90°-00'-53" with said North Line to the Northeast Corner of Jumer Drive as dedicated in Shirk Commercial Subdivision recorded August 15, 2000 as Document No. 2000-20277; thence east 43.00 feet along the easterly extension of the North Line of said Jumer Drive which forms an angle to the right of 89°-36'-30" with the last described course to the West Line of a tract of land reserved for Hershey Road Right-of-Way as shown on Right-of-Way plat by Lewis, Yockey and Brown, Inc. dated August 21, 1995; thence north 936.79 feet along said West Line and the West Line of Summerfield Subdivision according to the plat thereof recorded as Document No. 1995-20610 which forms an angle to the right of 90°-23'-30" with the last described course to the Point of Beginning, containing 0.925 acres, more or less.

**Note:** No field work was performed in conjunction with this plat.

Witness my hand and seal this 4th day of March, 2016.

FARNSWORTH GROUP, INC.  
2709 McGRAW DRIVE  
BLOOMINGTON, IL 61704

By: *Brent A. Bazan*  
Brent A. Bazan  
Professional Land Surveyor No. 3715



DATE: 3-4-16  
EXP. DATE: 11-30-2016  
DESIGN FIRM REGISTRATION  
NO. 184-001856

PROJECT:

HERSHEY ROAD

BLOOMINGTON, ILLINOIS

Date: 03-04-16

Design/Drawn: DJM

Reviewed: -

Book No.: - Field: -

Project No.: 0160216.00

SHEET TITLE:

RIGHT-OF-WAY PLAT

SHEET NUMBER:

1

File No.: 24-9141

I:\clients\11\MCLEAN\BLOOMINGTON\SW\0160216.00 - Hershey Road Right-of-Way\0160216.00 - Hershey Road Right-of-Way.dwg | 3/7/2016 3:05 PM |

S.W. 1/4 SEC. 25, T.24N., R.2E. 3P.M.

**PETITION FOR APPROVAL OF RIGHT-OF-WAY DEDICATION**

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF MCLEAN        )

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

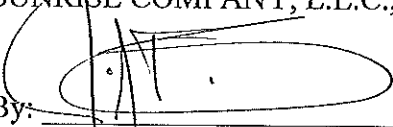
Now come(s) Sunrise Company, L.L.C., an Illinois limited liability company, hereinafter referred to as your Petitioner(s), respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the premises hereinafter described in Exhibit A, attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of a Right-of-Way dedication adjacent to said premises, which Right-of-Way Plat is attached hereto and made a part hereof;
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 prays that the Right-of-Way Plat submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

SUNRISE COMPANY, L.L.C.,

By:   
\_\_\_\_\_  
Jason A. Barickman, its Attorney

**RESOLUTION NO. 2016 –**

**A RESOLUTION ACCEPTING THE DEDICATION OF PUBLIC RIGHT OF WAY FOR  
HERSHEY ROAD IN THE SHIRK COMMERCIAL SUBDIVISION 3<sup>RD</sup> ADDITION**

WHEREAS, the City of Bloomington has previously approved an expedited Final Plat for Shirk Commercial Subdivision, 3<sup>rd</sup> Addition.

WHEREAS, the grantor, Sunrise Company LLC., has submitted and executed the necessary petition;

WHEREAS, the City Council of said City has the power to adopt the Resolution and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said right of way for Hershey Road in Shirk Commercial Subdivision, Third Addition.

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

That said public right of way for Hershey Road, as shown in Exhibit A, is hereby dedicated.  
2. That the Warranty Deed and Right of Way Plat are accepted and the City Clerk is directed to record same.

ADOPTED this 28th day of March, 2016.

APPROVED this \_\_\_\_ of March, 2016.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel



## EXHIBIT A

### Legal Description

A part of Lot 10 in the Resurvey of Lot 8 in the Shirk Survey in the City of Bloomington, being a part of the Southwest Quarter of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County., Illinois, described as follows: Beginning at a point on the North Line of said Lot 10, said North Line also being the South Right-of-Way Line of College Avenue and said point being 829.87 feet west of the Northeast Corner of said Lot 10. From said Point of Beginning, thence west 43.00 feet along said North Line; thence south 937.07 feet along a line which forms an angle to the right of  $90^{\circ}-00'-53''$  with said North Line to the Northeast Corner of Jumer Drive as dedicated in Shirk Commercial Subdivision recorded August 16, 2000 as Document No. 2000-20277; thence east 43.00 feet along the easterly extension of the North Line of said Jumer Drive which forms an angle to the right of  $89^{\circ}-36'-30''$  with the last described course to the West Line of a tract of land reserved for Hershey Road Right-of-Way as shown on Right-of-Way plat by Lewis, Yockey and Brown, Inc. dated August 21, 1995; thence north 936.79 feet along said West Line and the West Line of Summerfield Subdivision according to the plat thereof recorded as Document No. 1995-20610 which forms an angle to the right of  $90^{\circ}-23'-30''$  with the last described course to the Point of Beginning, containing 0.925 acres, more or less.

Parcel No: 14-26-426-005



**CONSENT AGENDA ITEM NO. 7Q**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of adopting an ordinance approving the rezoning of the property located at College Avenue, Hershey Road and Jumer Drive (±17.50 acres) M-1, Restricted Manufacturing District, to B-1, Highway Business District.

**RECOMMENDATION/MOTION:** That the Council adopt an ordinance approving the rezoning of the property located at College Avenue, Hershey Rd and Jumer Drive (±17.50 acres) M-1, Restricted Manufacturing District, to B-1, Highway Business District, and authorize the Mayor and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 3, Grow the Local Economy; objective c—Revitalization of Older Commercial Homes/Infill Development.

**STRATEGIC PLAN SIGNIFICANCE:** The subject property is a Tier-1 Infill development priority. Rezoning will allow for the commercial development of underutilized land within the Corporate City Limits.

**BACKGROUND:** The intent of the B-1 District is “to provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly” (Section 44.6-20). The property is currently designated M-1 and rezoning to B-1 will allow future commercial growth with a grocery store.

**PLANNING COMMISSION:** This case was before the Planning Commission for a public hearing on Wednesday, February 24, 2016. Attorney Jason Barickman spoke in favor of the petition. Other than Mr. Barickman, no one spoke in favor, nor in opposition to the rezoning. One citizen expressed his concern for the impact the development might have on local traffic. The Planning Commission recommended by unanimous vote that Council approve the rezoning of the property located at College Avenue, Hershey Rd and Jumer Drive.

**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 85 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** The change in zoning designation from M-1 to B-1 will allow for future commercial growth resulting in a positive change in the amount of revenue received from sales tax.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

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

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Exhibit A-Legal Description
- Petition
- All referenced zoning uses list
- Zoning Map
- Planning Commission Minutes for 2.24.16
- Staff Report to Planning Commission for 2.24.16

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Motion: That the Council adopt an ordinance approving the rezoning of the property located at College Avenue, Hershey Rd and Jumer Drive (±17.50 acres) M-1, Restricted Manufacturing District, to B-1, Highway Business District, and authorize the Mayor and City Clerk 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 Buragas			
Alderman Mwilambwe							
				Mayor Renner			



**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE REZONING THE PROPERTY LOCATED AT COLLEGE AVENUE,  
HERSHEY ROAD and JUMER DRIVE FROM “M-1” TO “B-1”**

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(s) “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(s) “A” shall be and the same are hereby rezoned from “M-1”, Restricted Manufacturing District to “B-1”, Highway Business 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 28<sup>th</sup> day of March, 2016.

APPROVED this \_\_\_\_\_ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporation Counsel

EXHIBIT "A"

(Legal Description)

A PART OF LOT 10 IN THE RESURVEY OF LOT 8 OF THE SHIRK SURVEY, SAID LOT 10 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD SAID POINT BEING ON THE NORTH LINE OF LOT 10 LYING 43 FEET WEST OF THE NORTHWEST CORNER OF THE LAND CONVEYED TO THE TIEHACK CORPORATION PER WARRANTY DEED RECORDED JULY 28, 1995 AS DOCUMENT NO. 95-15400 IN THE MCLEAN COUNTY RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE  $S00^{\circ}43'10''W$ , ALONG THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD, A DISTANCE OF 937.07 FEET TO THE NORTH RIGHT OF WAY LINE OF JUMER DRIVE; THENCE  $N89^{\circ}40'19''W$ , A DISTANCE OF 849.67 FEET; THENCE  $N00^{\circ}19'41''E$ , A DISTANCE OF 939.66 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE  $S89^{\circ}40'19''E$ , ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 459.13 FEET; THENCE  $S89^{\circ}17'43''E$ , ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 396.95 FEET TO THE POINT OF BEGINNING, CONTAINING 18.386 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

LEGAL DESCRIPTION

17.540± ACRES

A PART OF LOT 10 IN THE RESURVEY OF LOT 8 OF THE SHIRK SURVEY, SAID LOT 10 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD SAID POINT BEING ON THE NORTH LINE OF LOT 10 LYING 43 FEET WEST OF THE NORTHWEST CORNER OF THE LAND CONVEYED TO THE TIEHACK CORPORATION PER WARRANTY DEED RECORDED JULY 28, 1995 AS DOCUMENT NO. 95-15400 IN THE MCLEAN COUNTY RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S00°43'10"W, ALONG THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD, A DISTANCE OF 937.07 FEET TO THE NORTH RIGHT OF WAY LINE OF JUMER DRIVE; THENCE N89°40'19"W, A DISTANCE OF 839.55 FEET; THENCE N48°16'32"E, A DISTANCE OF 42.59 FEET; THENCE N00°19'41"E, A DISTANCE OF 785.14 FEET; THENCE N09°09'48"W, A DISTANCE OF 69.69 FEET; THENCE N27°31'17"W, A DISTANCE OF 64.76 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE S89°40'19"E, ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 459.13 FEET; THENCE S89°17'43"E, ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 396.95 FEET TO THE POINT OF BEGINNING, CONTAINING 17.540 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

Date Received 2/2/10  
For Council of 3/28/10

**ROUTE SLIP – ZONING MAP AMENDMENT**

Petitioner: Kroger Limited Partnership I, an Ohio limited partnership

Property Located at: Southwest corner of College Avenue and Hershey Avenue, Bloomington, Illinois (see Petition for actual legal description)

Attorney: Jason A. Barickman

Atty. Phone: (309) 829-9486

Petitioner/Atty. Address: 202 N. Center Street, Suite 2, Bloomington, Illinois 61701

DOCUMENTS SUBMITTED:	Yes	No
1. Petition	<u>✓</u>	_____
3. Legal Description	<u>✓</u>	_____
4. \$125 Filing Fee	<u>✓</u>	_____
5. Electronic copies of Pet. Ord. & Legal	<u>N/A</u>	_____
5. Date 15 day notice Published <u>2/9/10</u>		Date sent to newspaper <u>2/3/10</u>
6. Publication fee of _____		paid on _____

**PROCESSING OF PETITION:**

1. Documents reviewed by Development Committee \_\_\_\_\_
2. Public hearing – Planning Commission of 2/24/10
3. Date of Council Meeting \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 Kroger Limited Partnership I, an Ohio limited partnership, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner is the purchaser under a Purchase and Sale Agreement to become 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;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of "M-1", Restricted Manufacturing 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 "B-1", Highway Business 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 petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) 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 M-1 to B-1.

Respectfully submitted,

Kroger Limited Partnership I,  
an Ohio limited partnership

By: 

Jason A. Barickman, its Attorney

## Section 44.6-30

### Permitted Uses in the B-1 District

Accounting, Auditing, Bookkeeping  
Advertising Services  
Agency Supervised Homes  
Agency-Operated Family Homes  
Agency-Operated Group Homes  
Agriculture  
Ambulatory Surgical Treatment Center  
Amphitheaters  
Amusement Parks  
Animal Detention Facilities, with no outdoor exercise areas  
Animal Hospitals  
Antique Stores  
Apparel Shops  
Appliance Stores  
Aquariums  
Arenas, Field Houses, Stadiums  
Art Galleries, Museums  
Art Supplies, Craft Stores  
Athletic Clubs, YMCA, YWCA  
Auction Houses  
Auditoriums, Concert Halls  
Automobile and Accessories Sales  
Automobile Engine Electrical System Diagnostic Services  
Automobile Rental Service  
Automobile Repair Shops  
Automobile Service Stations  
Awning, Tent, Canvas Products Sales  
Bakery Products Sales  
Ballrooms, Dance Halls  
Banking Services  
Barber Shops, Beauty Shops  
Bars, Taverns, Nightclubs  
Bed & Breakfast Establishments  
Billiard Centers, Pool Halls  
Birthing Center  
Blueprinting and Photocopying  
Boarding Schools  
Boat Sales, Service, Rental  
Book, Stationery Stores, Newsstands  
Bowling Establishments  
Building Construction Services  
Bus Passenger Terminals  
Bus Sales Service  
Business Management Consulting  
Business Schools  
Cabinet making, woodworking, furniture repair  
Cameras, Photographic Supplies  
Camping, Recreational Equipment Sales  
Candle Shops  
Candy Confectionery Sales  
Car Wash  
Carpentry Services  
Catering Services  
Cemeteries  
Childrens Homes, Orphanages  
China, Glassware, Metalware Stores  
Churches, Synagogues, Temples  
Cigar, Tobacco Products Sales  
Clinics  
Collection Services  
College-University Classrooms  
Commercial Printing Services  
Commodity Contract Brokers  
Community Centers  
Computer Services  
Convalescent Homes, Rest Homes  
Convenience Establishments  
Country Clubs, Golf Clubs  
Credit Services  
Cultural Activities  
Currency Exchanges  
Dairy Products  
Dance Studios, Music Studios  
Day Care Centers  
Delicatessens  
Dental Services  
Department Stores  
Detective and Protective Services  
Diagnostic Imaging Center  
Diagnostic Laboratory Treatment Facility  
Diaper Services  
Domestic Violence Shelter  
Donut Shops, Ice Cream Shops  
Draperies, Curtains, Uphostery  
Dressmaking, Tailor Shops  
Drive-in Refreshment Stands  
Drug Stores  
Dry Cleaning Services

Dry Goods, Piece Goods Stores  
Duplicating, Mailing Services  
Dwellings, Two-Family  
Educational and Research Services  
Electrical Repair Service  
Electrical Services  
Electrical Supply Sales  
Electricity Regulating Substations  
Electronics Assembly Plants  
Employment Services  
Engineering, Architectural Services  
Equipment Rental , Leasing Services  
Exhibition/Exposition Halls  
Extended Stay Motel  
Exterminating-Pest Control Services  
Farm Machinery Sales and Service  
Farm Supply Stores  
Financial Services  
Fish Hatcheries, Poultry Hatcheries  
Fishing Camps  
Flammable Liquid Pipelines  
Floor Covering Stores  
Florist Shops  
Food Pantry  
Forestry  
Fuel Oil Service  
Funeral Parlor, Mortuary  
Furniture Stores  
Garden Supply Stores  
Gas Regulatory Stations  
General Merchandise Stores  
Gift Shops  
Golf Courses - Not Miniature Golf  
Golf Driving Ranges  
Government Services  
Greeting Card Shops  
Grocery Stores, Supermarkets  
Gun Shops  
Gymnasiums, Recreation Centers  
Hardware Stores  
Health Clubs  
Health Spas, Reducing Salons  
Heating Plumbing Equipment Sales  
Hobby Shops, Toy Stores  
Home for the Aged  
Home Improvement Center  
Home Maintenance Services  
Horticultural Services

Hospitals, Except Animal Hospitals  
Hotels, Motels, Motor Hotels  
Ice Rinks  
Institution for Child Care  
Institution for the Handicapped  
Insurance Services  
Irrigation Channels  
Jewelry Stores, Watch Repair  
Kennels, with no outdoor exercise areas  
Knit Goods Shops  
Laboratory, Psychological  
Laundering Services  
Leather Goods Shops  
Legal Services  
Legitimate Theaters  
Libraries  
Linen Supply Services  
Linen Supply Stores  
Linen Supply Stores  
Liquor Stores  
Lodging Houses  
Lumber Yards, Building Materials  
Mail Order Houses  
Marine Craft and Accessory Sales  
Massage Therapy Studio  
Medical Marijuana Dispensing Organization  
Medical, Health Services  
Mental Health Facilities  
Merchandise Vending Machine Sales  
Miniature Golf Courses  
Miscellaneous Services N.E.C.  
Monument Sales  
Motels, Hotels, Motor Hotels  
Motion Picture Studios  
Motion Picture Theaters  
Motor Vehicle Sales, Service N.E.C.  
Motor Vehicle Storage  
Motorcycle Sales and Service  
Music Stores, Record Shops  
News Syndicate Services  
Nursery Schools  
Nursing Homes  
Offices  
Optical Goods, Hearing Aids Sales  
Other Clubs Not Classified  
Other Specialty Shops, N.E.C.  
Outdoor Advertising Services  
Packing and Crating Services



Paint, Glass, Wallpaper Stores	Sporting Goods, Bicycle Sales
Painting, Decorating Services	Stenographic Services
Parking Lot, Commercial	Swimming Clubs
Parking Lot, Noncommercial	Swimming Pools
Parks, Playgrounds, Aboretums	Taxi Terminals
Penny Arcade	Telegraph Message Centers
Pet Shops	Telephone Exchange Stations
Pharmacy	Telephone Exchange Substations
Photofinishing Services	Telephone Relay Towers
Photographic Services	Television Broadcasting Studios
Planetariums	Tile Abstracting Services
Plumbing, Heating Services	Tires, Batteries, Accessories Sales
Police Stations, Fire Stations	Trade Supply Sales-Service
Postal Services	Trading Stamp Services
Post-Surgical Recovery Care Center	Transfer Services
Pottery, Ceramic Products Sales	Travel Arranging Services
Pre-Schools	Treatment Centers for Drug Abuse
Printing, Publishing, Allied Uses	Tree Sales, Nurseries, Greenhouses
Professional Clubs, Business Clubs	Truck Rental Service
Professional Supply Repair Services	Truck Sales and Service
Radio Broadcasting Studios	Truck Stops, Truck Plazas
Radio, Television Repair Services	Truck Wash
Radio, Television Stations-Towers	Utility Conduits, Lines, Pipelines
Radio,. Television Stores	Variety Stores
Rail Passenger Terminals	Veterinarian Services
Real Estate Services	Video Sales and Rental Stores
Record Shops, Music Stores	Vocational Schools
Rehabilitation Schools	Water Pressure Control Stations
Religious Education Facility	Water Purification Plants
Research and Testing Services	Water Storage Reservoirs
Restaurants, Cafeterias	Welding Services
Riding Stables, Riding Schools	Well Drilling Services
Roadside Markets	Window Cleaning Services
Roller Skating Rinks	Zoos
Rooming Houses	Airports and Landing Fields (S)
Rooming Houses	Amusement Centers (S)
Savings and Loan Associations	Animal Detention Facilities, with outdoor exercise areas (S)
Security and Commodity Services	Crematories (S)
Service Clubs, Civic Clubs	Drive-in Motion Picture Theaters (S)
Sewage Lift Stations	Dwellings, Single-Family (S)
Sheltered Care Homes	Fairgrounds, Agricultural Exhibits (S)
Shoe Repair Services	Go-Cart Tracks (S)
Shoe Stores	Group Homes for Parolees (S)
Sign Painting Services	Group Homes for Parolees (S)
Ski Mobile Sales, Service	Group or Organized Camps, Resorts (S)
Social Clubs, Lodges	Heliports, Heliport Terminals (S)
Specialty Food Shops	Kennels, with outdoor exercise areas (S)
Specialty Schools	

Manufactured Home Sales (S)  
Mini Warehouses (S)  
Mobile Home Sales (S)  
Race Tracks, Grandstands (S)  
Recreation Vehicle Camps (S)  
Refuse Disposal Services (S)  
Sewage Treatment Plants (S)  
Shooting Galleries, Rifle Ranges (S)  
Tourist Camps (S)  
Travel Trailer Camps (S)  
Wholesale Sales Establishments (1)  
Towing Services (2)  
Adult Cabaret (5)

Adult Hotels/Motels (5)  
Adult Lingerie Modeling Studios (5)  
Adult Media Stores (5)  
Adult Modeling Studios (5)  
Adult Motion Picture Theaters (5)  
Sex Shops (5)  
Sexually Oriented Entertainment Business (5)  
Dwellings, Multiple Family (9)  
Townhouses (9)  
Telecommunication Antenna Facilities (10)  
Media Shops (12)  
Mobile Food and Beverage Vendor (13)

(S) = allowed with a special use

(1) = allowed only as accessory use occupying not more than 40% floor area of any story

(2) = allowed only as accessory use occupying not more than 25% floor area of any story

(5) = allowed provided that no lot line of the lot to be occupied by such use shall be located closer than 1,000 feet to the lot line of a residential, recreational, public assembly (or the like) use

(9) = allowed as a special use if the lot was rezoned B-1 after August 26, 1996

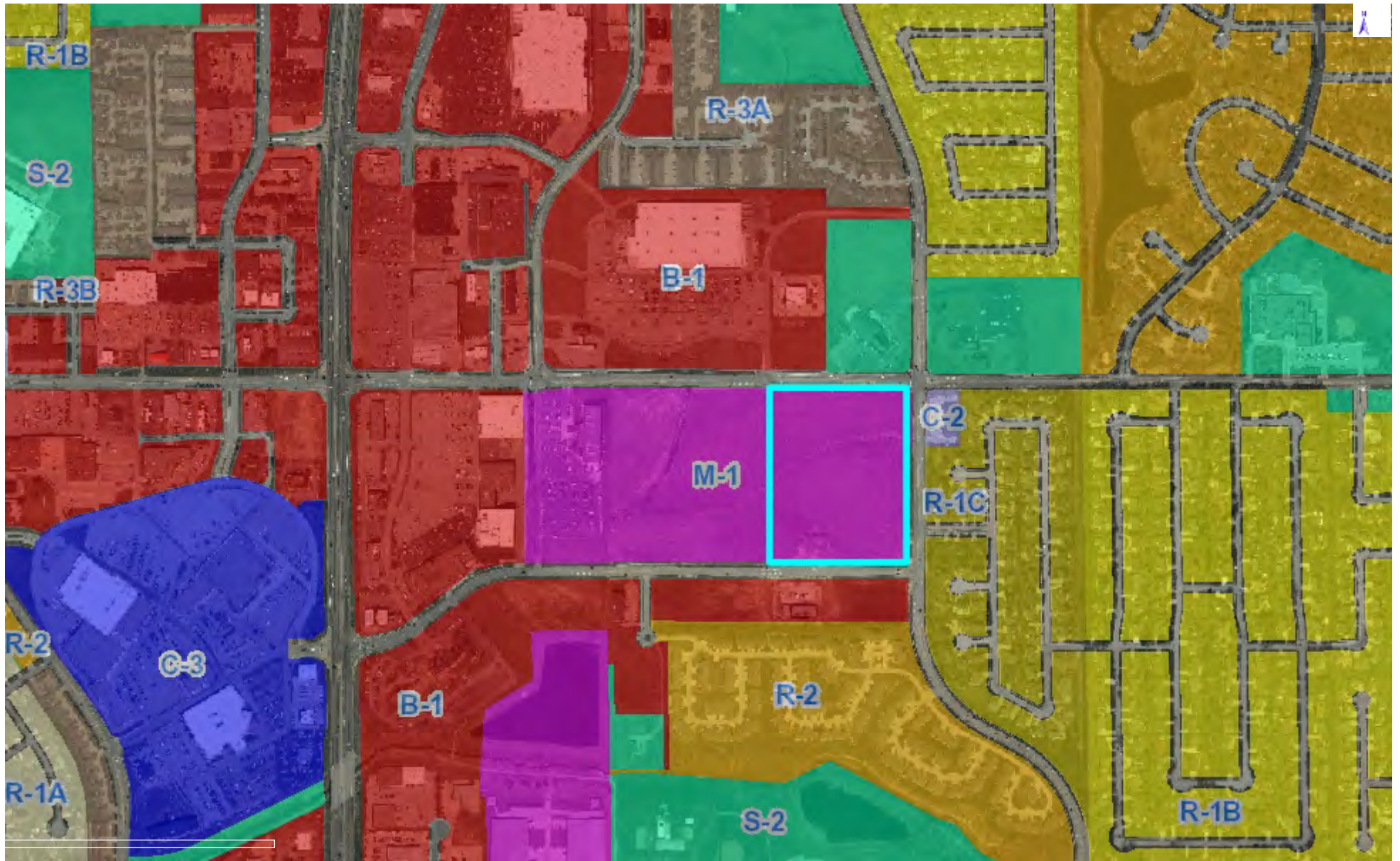
(12) = allowed as permitted use but subject to conditions that adult media kept in a separate room  
1) that is not open to anyone under age (18) and; 2) physically and visually separated from the rest of the shop by an opaque wall and; be located so that the entrance is as far as reasonably possible from media of a particular interest to children; and 4) have access controlled by warning signs to provide assurance that persons under age 18 will not accidentally enter and; 5) provide signs stipulating that persons under age 18 are not permitted in such a room.

(13) = permitted but subject to the requirements of Section 44.4-4 G.



# Zoning Map: Kroger Limited Partnership I

Created by Katie Simpson, City Planner, Department of Community Development



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Printed: 2/17/2016 9:05:10 AM

Notes  
M-1 Zoning

**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, FEBRUARY 24, 2016, 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. Balmer, Mr. Barnett, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Mr. Seuss, Chairman Stanczak

**MEMBERS ABSENT:** Mr. Cornell

**OTHERS PRESENT:** Mr. Tom Dabareiner, Community Development Director; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Jim Karch, PW Director; Mr. Kevin Kothe, City Engineer; Mr. Austin Grammer, Economic Development Coordinator

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:00 P.M.

**ROLL CALL:** Mr. Dabareiner called the roll. A quorum was present. Chairman Stanczak noted that due to the weather, a request was made to move **Item C. Case Z-06-16** to the front of the regular agenda. Without objection.

**Z-06-16.** Public hearing, review and action on the petition submitted by Kroger Limited Partnership I, an Ohio limited partnership, requesting the approval of the Rezoning of the property located at College Avenue and Hershey Road from M-1, Restricted Manufacturing to B-1, Highway Business District.

Chairman Stanczak introduced the case. Ms. Simpson indicated staff is in favor of the rezoning. She provided the location map and described the rezoning, noting that the proposed area is slightly smaller than the original request. She identified the uses surrounding the property and described the Kroger Marketplace use. Ms. Simpson summarized the purpose for the B-1 District and established the compatibility of the proposed use with the district; she also noted the compatibility with the Comprehensive Plan. She reviewed each of the Findings of Fact for a rezoning and concluded the standards were met; she emphasized the transitional front yard concept as it applies to the adjacent residential zoning district to the east. Ms. Simpson noted the property is a Tier One infill opportunity, according to the Comprehensive Plan. Mr. Balmer asked how the swale through the property is being addressed; Mr. Karch stated the water is accommodated via a storm sewer, with excess water going over land. Mr. Scritchlow asked if rezoning this portion of land would create a spot zoning by leaving a large remnant M-1 designated property to the west; Mr. Dabareiner indicated this would not be the case and repeated that the rezoning would make it consistent with nearby zoning and the intention in the Comprehensive Plan. Mr. Balmer concurred.

Mr. Jason Barickman, attorney for the petitioner, stated Kroger has been looking at this location for a long time and repeated the requested for support for the rezoning. He added that City staff has been great to work with. Mr. Seuss inquired about the bus shelters around the perimeter of

the site and asked if Connect Transit was part of the discussion leading to their provision; Mr. Dabareiner affirmed that Connect Transit is seeking these shelters.

Mr. Jim Derry, 2201 Yarrow, was sworn in. He indicated no concern for the store itself but is concerned about the relationship of the two entrances to Kroger along Hershey Road with Summerfield Boulevard, indicating it is sometimes difficult to turn left onto Hershey from Summerfield. He suggested a single entrance midblock or moving the single entrance closer to College Avenue. Mr. Derry also asked about the potential for more traffic accidents. Finally, he indicated a concern with the northern entranceway and the potential conflict with left turns in to Summerfield Boulevard. Mr. Balmer noted that any development will add traffic to Hershey.

Mr. Protzman asked if the southern entrance from Hershey was intended for truck traffic; Mr. Karch talked about the importance of avoiding conflicting turn movements and noted that City staff worked with Kroger to make the entrance arrangement safer based on best traffic management practices. Mr. Karch added that the northernmost entrance had to be moved south to avoid conflicts with the College/Hershey intersection. He stated there were insufficient numbers of accidents to warrant safety precautions and improvements along Hershey. He added the city conducted speed studies along Hershey and the studies established that the posted speed is appropriate. Chairman Stanczak reiterated that Kroger already modified their site plan to address staff's concerns.

Mr. Barnett asked whether Hershey Road will be widened in the vicinity of Kroger; Mr. Karch said there are no plans for widening and described in more detail the barrier median to be installed to prevent right-in and left-out movements from the northern entrance. Mr. Barnett also indicated concern with the bus stop location; Mr. Karch discussed the rationale for the bus stop location along College Avenue and believes it will create a safer condition as proposed. Mr. Seuss confirmed with Mr. Karch that full access would remain available to the Summerfield residents.

Mr. Pearson motioned to recommend to the City Council approval of the rezoning; Mr. Balmer seconded the motion, which passed by a vote of 8-0 with the following votes being cast on roll call: Mr. Pearson-yes; Mr. Balmer-yes; Mr. Barnett -yes; Mr. Protzman-yes; Ms. Schubert-yes; Mr. Scritchlow-yes; Mr. Seuss-yes; Chairman Stanczak-yes.

**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
FEBRUARY 24, 2016**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Z-06-16	Rezoning from M-1, Restricted Manufacturing District, to B-1 Highway Business District	Katie Simpson City Planner

**REQUEST**

The petitioner is seeking a rezoning from M-1, Restricted Manufacturing District, to B-1 Highway Business District.

**NOTICE**

The application has been filed in conformance with applicable procedural and public notice requirements.

**GENERAL INFORMATION**

Owner and Applicant: Kroger Limited Partnership I, an Ohio limited partnership

**LEGAL DESCRIPTION:** A PART OF LOT 10 IN THE RESURVEY OF LOT 8 OF THE SHIRK SURVEY, SAID LOT 10 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 26, ALL IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE AND THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD SAID POINT BEING ON THE NORTH LINE OF LOT 10 LYING 43 FEET WEST OF THE NORTHWEST CORNER OF THE LAND CONVEYED TO THE TIEHACK CORPORATION PER WARRANTY DEED RECORDED JULY 28, 1995 AS DOCUMENT NO. 95-15400 IN THE MCLEAN COUNTY RECORDER'S OFFICE, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S00°43'10"W, ALONG THE WEST RIGHT OF WAY LINE OF HERSHEY ROAD, A DISTANCE OF 937.07 FEET TO THE NORTH RIGHT OF WAY LINE OF JUMER DRIVE; THENCE N89°40'19"W, A DISTANCE OF 849.67 FEET; THENCE N00°19'41"E, A DISTANCE OF 939.66 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE S89°40'19"E, ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 459.13 FEET; THENCE S89°17'43"E, ALONG THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE, A DISTANCE OF 396.95 FEET TO THE POINT OF BEGINNING, CONTAINING 18.386 ACRES, MORE OR LESS, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

**PROPERTY INFORMATION**

Existing Zoning: M-1, Restricted Manufacturing District  
Existing Land Use: Agriculture  
Property Size: approximately 18.386 acres more or less  
PIN: part of parcel 14-26-426-005

**Surrounding Zoning and Land Uses**

Zoning

North: B-1, Highway Business District  
S-2 Public lands and institutions  
South: B-1, Highway Business District  
East: R-1C, Single-Family Residential District  
C-2, Neighborhood Shopping District  
West: M-1, Restricted Manufacturing  
B-1, Highway Business District

Land Uses

Grocery Store, Restaurant  
Church  
Offices  
Single family houses  
Offices  
Agriculture  
Medical offices, health care clinic

**ANALYSIS**

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Photographs of adjacent sites

**Project Description**

The subject property is located at the intersection of College Avenue, Hershey Road. It is bordered by Jumer Diver to the south. The subject property is approximately 18.386 acres of a larger 35.08 acre parcel, PIN 14-26-426-005. The parcel owner is seeking an expedited plat to subdivide the land into the aforementioned lot, which the petitioner plans to purchase and develop. The petitioner desires to change the current M-1 zoning to a B-1 zoning to allow for the construction of a Kroger Marketplace store.

**Compliance with the Comprehensive Plan**

The intent of the B-1, Highway Business District, is “to provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly” (Section 44.6-20). Additionally, the proposed rezoning area is recognized as a Tier-1 priority area in the 2035 City of Bloomington Comprehensive Plan, infill development or redevelopment of vacant and underutilized land. Rezoning the proposed property to B-1 would allow for future commercial and mixed-use development in the area. Rezoning of this property to allow for the establishment of a Kroger Marketplace is in accordance with the Economic Development Goals of the Comprehensive Plan, specifically “Ensure a broad range of employment opportunities for all residents” as well as “Enhance the image of Bloomington as a business friendly community.” Lastly, rezoning of the



subject area promotes Councils 2015 Strategic Plan Goal 3 objectives b and d “attraction of new targeted businesses that are the ‘right’ fit for Bloomington” and “expanded retail businesses”, respectively.

### **Nearby Zoning and Land Uses**

The property is contiguous to a M-1, Restricted Manufacturing District currently utilized for agriculture. This land will, eventually, be developed into commercial and business uses. The adjacent properties to the north and south are currently zoned B-1. The uses of the adjacent properties, offices, retail and restaurant, are compatible with the proposed Kroger Marketplace. Also to the north, is a church (zoned S-2 Public Lands and Institutional District) and to the east is R-1C Single Family Residential. Additionally, acknowledging the residential district to the east, the developer proposes to add sidewalks along the property’s perimeter to enhance walkability as well as provide proper setbacks, landscaping/screening and lighting.

### **FINDINGS OF FACT**

The Zoning Ordinance has “*Zoning Map Amendment Guidelines*” and by states, “*In making its legislative determination to zone or rezone property to a B-1 Highway Business District, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The relationship of the proposed development to the intended primary market for such goods and services, highway travelers; the proposed development is compatible with neighboring uses and aligns with the purpose of the B-1 District. The property is bordered by two major roads, E. College Ave and N. Hershey Rd.*
2. *The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which lawfully occur on the property so zoned; the property can be accessed by public transportation and the petitioner proposes to enhance walkability and pedestrian friendliness by adding sidewalks along the perimeter. The capacity of existing facilities is adequate to serve the proposed development.*
3. *The potential impact the permitted uses authorized in the district would have upon any existing or permitted uses, especially residential uses in the surrounding area; the proposed use is compatible with surrounding uses. The proposed zoning district abuts a R-1C district to the east; the petitioner plans to incorporate adequate landscaping and setbacks to accommodate the transitional yard between the rezoned B-1 district and residential district, as described in section 44.4-5(3) of the City’s Zoning Ordinance.*
4. *The adequacy of public services, including police and fire protection serving the property and the impact the permitted uses would have upon these services; public services serving the property are adequate for the permitted uses of the proposed zoning district.*



5. *The impact any natural disasters, including flooding, would have upon the permitted uses* the impact of natural disasters, including flooding, upon the permitted uses would be minimal. The petitioner plans to incorporate proper drainage for the redeveloped site.
6. *The impact the permitted uses would have upon the environment including noise, air, and water pollution.* To minimize impact upon the environment, the petitioner plans to comply with adequate drainage, landscaping/screening, etc. as designated in Sections 44.6-40 and 44.7. All signs shall conform to chapter 3 of the City's Code.
7. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137)* the property is located in a Tier-1 development priority area identified in the City's 2035 Comprehensive Plan. The proposed use promotes a business friendly community and is in accordance with the 2015 Strategic Plan Goal of growing the local economy.

**STAFF RECOMMENDATION:**

Since the requested zoning change is compatible with surrounding land uses and zoning, and based on the above findings staff recommends the Planning Commission **approve** a motion recommending that the City Council rezone the property in Case Z-06-16 from M-1 Restricted Manufacturing District to B-1, Highway Business District, for the property located at the corner of College Avenue and Hershey Road, and bordered by Jumer Drive to the south.

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

1. Petition
2. Exhibit A-Legal Description
3. Ordinance
4. Aerial View
5. Zoning Map
6. Site Photos
7. Neighborhood Notice List
8. Neighborhood Notice Buffer Map
9. Site Plan, Landscaping Plan and Facade



Legal review by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Attachment 1 - Petition
- Attachment 2 - Ordinance
- Attachment 3 - Exhibit A: Legal Description
- Attachment 4 - School District Certificate
- Attachment 5 - County Clerk’s Certificate
- Attachment 6 - Owner’s Certificate
- Attachment 7 - Drainage Statement
- Attachment 8 - Final Plat Checklist
- Attachment 9 - Council Map and Final Plat
- Attachment 10 - Tap on memo

Motion: That the Ordinance be approved for the Expedited Final Plat, subject to the Petitioner posting the required bond prior to recording of the final plat, and authorize the Mayor and City Clerk to execute the necessary documents.

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

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				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(s) Sunrise Company, L.L.C., an Illinois limited liability company,

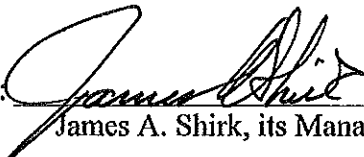
hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference;
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 Shirk Commercial Subdivision"; and
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 Third Addition to Shirk Commercial Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

SUNRISE COMPANY, L.L.C.

By:   
James A. Shirk, its Manager

**ORDINANCE NO. 2016 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FINAL PLAT OF SHIRK COMMERCIAL  
SUBDIVISION, THIRD ADDITION**

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

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

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

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

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

1. That the Final Plat of the Shirk Commercial Subdivision, Third Addition, and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 28th of March, 2016.

PASSED THIS 28<sup>th</sup> DAY OF MARCH, 2016.  
APPROVED THIS \_\_ DAY OF MARCH 2016.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**  
Jeffery R. Jurgens, Corporate Counsel

EXHIBIT A:

Description of Property

That part of Lot 10 in Resurvey of Lot 8 in Shirk Survey, Bloomington, Illinois, lying west of a line being 43 feet normally distant west of the West Line of Land conveyed to Tiehack Corporation per Warranty Deed recorded July 28, 1995 as Document No. 95-15400 in the McLean County Recorder's Office and lying north of the North Right-of-Way Line of Jumer Drive, City of Bloomington, McLean County, Illinois.

**SCHOOL DISTRICT CERTIFICATE**

This is to certify that Sunrise Company, L.L.C., as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Third Addition to Shirk Commercial Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 1<sup>st</sup> day of March, 2016.

SUNRISE COMPANY, L.L.C.  
Owner/Developer

By: James A. Shirk  
James A. Shirk, its Manager

State of Illinois        )  
                                  )ss.  
County of McLean     )

I, JoAnna Ramsay, a Notary Public in and for the county and State aforesaid, do hereby certify that James A. Shirk personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 1<sup>st</sup> day of March, 2016.

JoAnna Ramsay  
Notary Public

My commission expires May 15, 2019.



**COUNTY CLERK'S CERTIFICATE**

State of Illinois    )  
                                  )ss.  
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the   1   day of March, 2016, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

*Kathy Michael*  
\_\_\_\_\_  
County Clerk, McLean County, Illinois

**THIRD ADDITION TO SHIRK COMMERCIAL SUBDIVISION**  
City of Bloomington, McLean County, Illinois

Parcel No: 14-26-426-005

**FILED**  
McLEAN COUNTY, ILLINOIS

MAR 01 2016

*Kathy Michael*  
COUNTY CLERK



**OWNER'S CERTIFICATE**

State of Illinois )  
 )ss.  
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Third Addition to Shirk Commercial Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Third Addition to Shirk Commercial Subdivision" to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent A. Bazan of Farnsworth Group, Inc., Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)\*.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 1<sup>st</sup> day of March, 2016.

SUNRISE COMPANY, L.L.C.

By: *James A. Shirk*  
James A. Shirk, its Manager

\*where dedication is required under Section 3.5.

State of Illinois )  
 )ss.  
County of McLean )

I, Jo-Anna Ramsay, a Notary Public in and for the county and State aforesaid, do hereby certify that James A. Shirk personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 1<sup>st</sup> day of March, 2016.

*Jo Anna Ramsay*  
Notary Public

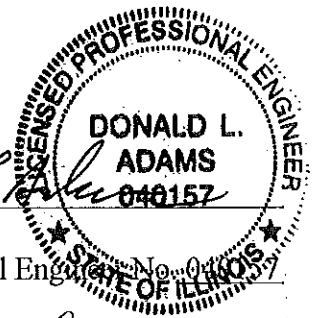
My commission expires May 15, 2019.



DRAINAGE STATEMENT

I, Donald L. Adams, Registered Professional Engineer, and Sunrise Company, LLC, being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become the "Third Addition to Shirk Commercial Subdivision", in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

  
Donald L. Adams  
Registered Professional Engineer  
OWNER: Sunrise Company, L.L.C.  
BY: James A. Shirk  
By: James A. Shirk, Manager



## Third Addition to Shirk Commercial Subdivision - FINAL PLAT CHECKLIST

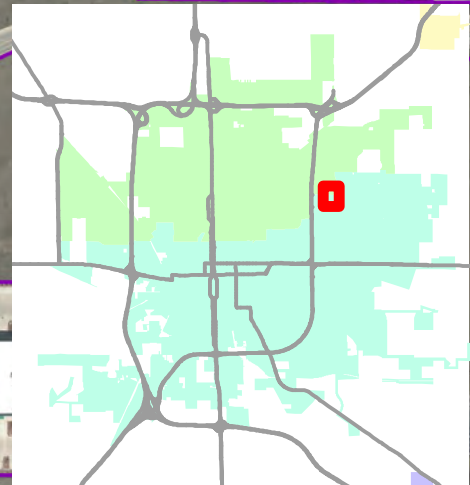
Date Prepared: 03/14/2016

<b>Shown on Final Plat:</b>		<b>Initial</b>
	Easements shown for all public improvements	N/A
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	TJM
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
<b>The following shall be provided:</b>		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	
	Digital CAD format submittal provided to Public Works	
	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	
	Retains the design characteristics of approved public improvement engineering plans and specifications.	
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A



Legend

- Existing Streets
- Planned Streets
- Buildings
- Parcels



Third Addition to  
Shirk Commercial Subdivision

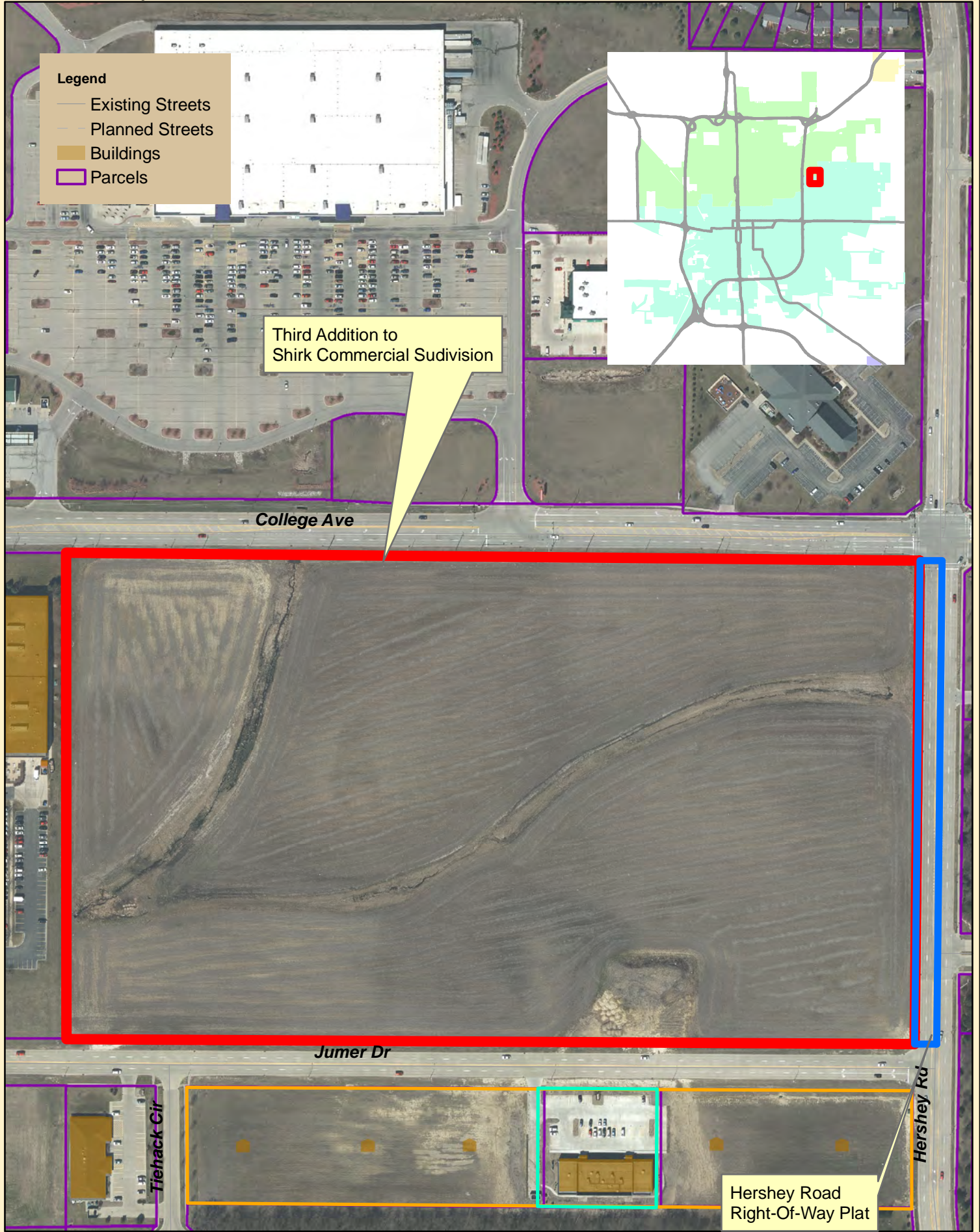
College Ave

Jumer Dr

Tiehack Cir

Hershey Rd

Hershey Road  
Right-Of-Way Plat





# RIGHT-OF-WAY PLAT

PART OF S.W. 1/4 SECTION 25, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

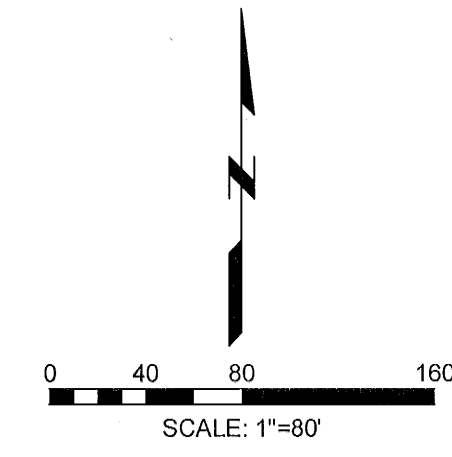


**Farnsworth**  
GROUP

2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:  
# Date: Description:



### LEGEND

- R= RADIUS
- L= ARC LENGTH
- C= CHORD LENGTH
- \*87°47'24" ANGLE MEASURED TO CHORD
- IRON ROD
- x MAGNETIC NAIL

### SURVEYOR'S DECLARATION

The following described property is hereby dedicated for Hershey Road in the City of Bloomington:

A part of Lot 10 in the Resurvey of Lot 8 in the Shirk Survey in the City of Bloomington, being a part of the Southwest Quarter of Section 25, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, described as follows: Beginning at a point on the North Line of said Lot 10, said North Line also being the South Right-of-Way Line of College Avenue and said point being 829.87 feet west of the Northeast Corner of said Lot 10. From said Point of Beginning, thence west 43.00 feet along said North Line; thence south 937.07 feet along a line which forms an angle to the right of 90°-00'-53" with said North Line to the Northeast Corner of Jumer Drive as dedicated in Shirk Commercial Subdivision recorded August 15, 2000 as Document No. 2000-20277; thence east 43.00 feet along the easterly extension of the North Line of said Jumer Drive which forms an angle to the right of 89°-36'-30" with the last described course to the West Line of a tract of land reserved for Hershey Road Right-of-Way as shown on Right-of-Way plat by Lewis, Yockey and Brown, Inc. dated August 21, 1995; thence north 936.79 feet along said West Line and the West Line of Summerfield Subdivision according to the plat thereof recorded as Document No. 1995-20610 which forms an angle to the right of 90°-23'-30" with the last described course to the Point of Beginning, containing 0.925 acres, more or less.

**Note:** No field work was performed in conjunction with this plat.

Witness my hand and seal this 4th day of March, 2016.

FARNSWORTH GROUP, INC.  
2709 McGRAW DRIVE  
BLOOMINGTON, IL 61704

By: *Brent A. Bazan*  
Brent A. Bazan  
Professional Land Surveyor No. 3715



DATE: 3-4-16  
EXP. DATE: 11-30-2016  
DESIGN FIRM REGISTRATION  
NO. 184-001856

PROJECT:

HERSHEY ROAD

BLOOMINGTON, ILLINOIS

Date: 03-04-16

Design/Drawn: DJM

Reviewed:

Book No.: Field:

Project No.: 0160216.00

SHEET TITLE:

RIGHT-OF-WAY PLAT

SHEET NUMBER:

1

File No.: 24-9141

I:\clients\11\MCLEAN\BLOOMINGTON\SW\0160216.00 - Hershey Road Right-of-Way\0160216.00 - Hershey Road Right-of-Way.dwg | 3/7/2016 3:05 PM |

S.W. 1/4 SEC. 25, T.24N, R.2E, 3P.M.

**MEMORANDUM**

March 14, 2016

TO: Cherry Lawson, City Clerk  
FROM: Anthony Meizelis, Civil Engineer I  
RE: Third Addition to Shirk Commercial Subdivision  
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Third Addition to Shirk Commercial Subdivision** approved by City Council on March 28, 2016.

**A. Performance Guarantee:**

No additional public improvements are proposed for this Third Addition. Therefore, no performance guarantee is required for public improvements.

**B: Tap-On Fees:**

There are tap-on fees due for **Third Addition to Shirk Commercial Subdivision:**

		<b><u>Code</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
1	College Avenue Pavement	20300-57320	\$ 98,573.40	\$ 72,892.21	\$ 171,465.61
2	Hershey Road Pavement	20300-57320	\$ 56,220.00	\$ 31,117.75	\$ 87,397.75
3	College Avenue Water Main	50200-57320	\$ 24,643.35	\$ 31,549.18	\$ 56,192.53
	<b>Total</b>		<b>\$179,436.75</b>	<b>\$135,559.14</b>	<b>\$315,055.89</b>

Subdivision Area: 35.359 acs.  
Frontage on College Ave: 1,642.89 ft.  
Frontage on Hershey Rd: 937 ft.

- 1) College Ave Pavement: \$60/ft+6% from 7/91
- 2) Hershey Rd Pavement: \$60/ft+6% from 11/95
- 3) College Avenue Water Main: \$15/Ft+6% from 05/84

cc: Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
Patti-Lynn Silva, Finance Dept.  
Jeff Jurgens, Legal Dept.  
File



## CONSENT AGENDA ITEM NO. 7S

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving a First Amendment to the Settlement Agreement between State Farm Mutual Automobile Insurance Company, the City of Bloomington, and other taxing bodies in McLean County, Illinois regarding the assessed value of parcels owned by State Farm, applicable to tax years 2015-2019

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

**STRATEGIC PLAN LINK:** Goal 3: Grow the Local Economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3a. Retention and growth of current local businesses; 3e. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND & OVERVIEW:** In 2009 State Farm filed a protest of the assessment of its Corporate Headquarters and Corporate South properties. State Farm withdrew its protest in return for a promise from representatives of the taxing bodies to address the issue of the assessment of State Farm's properties. Because the school districts would have been most impacted by a possible reduction in the assessed value of State Farm's properties, District 87 and Unit 5 took the lead in negotiating a settlement agreement which was ultimately approved by the City of Bloomington and all of the affected taxing bodies in 2010.

The 2010 agreement froze the assessed value of all State Farm properties for five (5) years: property tax years 2010 thru 2014. Additionally, if the annual property tax bills were to exceed one percent (1%) of the previous year's tax bill for these properties, the taxing bodies agreed to rebate the excess back to State Farm. However, the "cap" of one percent (1%) did not apply to any increase in property taxes which resulted from successful school tax referendums.

The term of the 2010 agreement has ended. State Farm, District 87, and Unit 5 have proposed that the agreement be extended for an additional five (5) years: property tax years 2015 thru 2019. The District 87 School Board approved the proposed amendment on January 27, 2016 followed by the Unit 5 School Board on March 9, 2016. Additionally, State Farm, the McLean County Board, Heartland Community College, the Bloomington Normal Airport Authority and the City of Bloomington Township Assessor have all approved the proposed amendment.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Representatives of the taxing bodies named in the agreement and representatives of State Farm Mutual Automobile Insurance Company. The original agreement and the proposed amendment were drafted both by

John Pratt of Pratt and Pratt, P.C. of Bloomington, attorney for District 87, on behalf of the taxing bodies.

**FINANCIAL IMPACT:** The Agreement provides the status quo regarding the property tax revenue the City and other taxing bodies receive from the parcels owned by State Farm for the next five (5) years. State Farm has agreed to not seek a reduction in the assessed value for any of its parcels covered under the agreement so long as the assessed values remain constant. The agreement also provides stability for State Farm as the taxing bodies have agreed to not seek to increase the assessed value for any of State Farm's parcels covered under the agreement. The agreement also outlines a plan for determining the assessed value of each of State Farm's properties towards the end of the term of the agreement to mirror market values at that time.

There is a possibility that in future years some property taxes received from State Farm may need to be rebated by the City if State Farm's property taxes increase by more than one percent (1%) from the year before. This must be balanced against the possibility of substantially decreased property tax payments from State Farm to the City if State Farm had been successful in lowering the value of its assessed parcels as alleged in its 2009 protest, or if State Farm were to contest the assessed values of its properties at any time. As the City's property tax rate held steady during the term of the 2010 agreement, the City did not rebate any property taxes to State Farm. The city does not foresee the tax rate increasing by 1 percent in the near future but if a rebate of tax had to be made it would be far less than a tax board of appeals result. With this in mind, Staff recommends the approval of the first amendment to the settlement agreement.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator  
Carla Murillo, Budget Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- First Amendment to Settlement Agreement between State Farm and the Taxing Bodies.
  - Exhibit A-1 and B-1 for First Amendment to Settlement Agreement.
-



## **FIRST AMENDMENT TO SETTLEMENT AGREEMENT**

THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT is made and entered into as of \_\_\_\_\_, 2015, by and between STATE FARM MUTUAL AUTOMOBILE INSURANCE CO. and its subsidiaries and affiliates, (hereinafter referred to as "STATE FARM") and CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation, COUNTY OF McLEAN, ILLINOIS, a municipal corporation, BLOOMINGTON SCHOOL DISTRICT NO. 87, McLean County, Illinois, MCLEAN COUNTY UNIT DISTRICT NO. 5, McLean County, Illinois, HEARTLAND COMMUNITY COLLEGE DISTRICT 540, McLean County, Illinois, BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT, McLean County, Illinois, BLOOMINGTON-NORMAL AIRPORT AUTHORITY, McLean County, Illinois, CITY OF BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois, BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois, and BLOOMINGTON TOWNSHIP ROAD DISTRICT, McLean County, Illinois (hereinafter each individually referred to as a "TAXING BODY" and collectively referred to as the "TAXING BODIES") and STEVE SCUDDER, the CITY OF BLOOMINGTON TOWNSHIP ASSESSOR (hereinafter referred to as the "ASSESSOR").

WITNESSETH:

WHEREAS, the parties hereto entered a certain written Settlement Agreement dated December 14, 2010 (hereinafter referred to as the "SETTLEMENT AGREEMENT"), whereby the parties agreed as to the assessed value of the real estate owned by STATE FARM located in McLean County, Illinois for property tax purposes; and

WHEREAS, for property tax purposes, STATE FARM's real estate in McLean County, Illinois, has been divided into uniquely described tracts of land that are each identified by a specific parcel identification number (hereinafter the individual tracts are referred to as a "PARCEL" and collectively they are referred to as the "PARCELS"); and

WHEREAS, during the term of the SETTLEMENT AGREEMENT, there have been some changes to the PARCELS; and

WHEREAS, the current PARCELS are set forth in Exhibit A-1 attached hereto and incorporated herein; and

WHEREAS, the final assessment year of the SETTLEMENT AGREEMENT is for property tax year 2014 (real estate taxes payable in 2015); and

WHEREAS, the TAXING BODIES and STATE FARM believe it is in the best interest of the public to extend the SETTLEMENT AGREEMENT an additional five years; and

WHEREAS, the purpose of this amendment is to extend the terms of the SETTLEMENT AGREEMENT for five years.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereto as hereinafter set forth, the parties hereto agree to the following additional provisions:

1. The assessed value for each PARCEL as determined by the ASSESSOR is set forth opposite the PARCEL in Exhibit A-1 and is accepted by the parties hereto for property tax years 2015, 2016, 2017, 2018 and 2019.

2. STATE FARM shall not seek to reduce the assessed value for any PARCEL for property tax years 2015, 2016, 2017, 2018 and 2019 so long as the assessed value for the PARCEL remains the same as the assessed value set forth opposite the PARCEL in Exhibit A-1.

3. In the event STATE FARM files a complaint, appeal or any other proceedings before the McLean County Board of Review, the Illinois Property Tax Appeal Board or any court of competent jurisdiction to reduce the assessed value of any PARCEL, STATE FARM and the TAXING BODIES shall stipulate to the assessed value set forth opposite the PARCEL in Exhibit A-1.

4. The TAXING BODIES shall not seek to increase the assessed value for any PARCEL for property tax years 2015, 2016, 2017, 2018 and 2019, so long as the assessed value for the PARCEL remains the same as the assessed value set forth opposite the PARCEL in Exhibit A-1.

5. In the event one or more of the TAXING BODIES files a complaint, appeal or any other proceedings before the McLean County Board of Review, the Illinois Property Tax Appeal Board or any court of competent jurisdiction to increase the assessed value of any PARCEL, STATE FARM and the TAXING BODIES shall stipulate to the assessed value set forth opposite the PARCEL in Exhibit A-1.

6. In the event that STATE FARM constructs improvements that significantly increase the useable square footage of any PARCEL during property tax years 2015, 2016, 2017, 2018 or 2019, and the parties hereto are unable to reach an agreement that the assessed value of the PARCEL as determined by the ASSESSOR after the construction is acceptable, then said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the completion of construction.

7. In the event that STATE FARM demolishes improvements or portions thereof and the useable square footage of any PARCEL during property tax years 2015, 2016, 2017, 2018 or 2019 significantly decreases and the parties hereto are unable to reach an agreement that the assessed value of the PARCEL as determined by the ASSESSOR after the demolition is acceptable, then said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the completion of the demolition.

8. In the event STATE FARM purchases real estate during 2015, 2016, 2017, 2018 or 2019, that real estate will not be subject to this Agreement. In the event STATE FARM disposes of a PARCEL to a party unrelated to STATE FARM during 2015, 2016, 2017, 2018 or 2019, said PARCEL shall not be subject to this Agreement commencing on the first day of January of the year following the disposition.

9. Any PARCEL that is classified as agricultural property by the ASSESSOR (hereinafter referred to as an “AG PARCEL”) shall not be subject to this Agreement.

10. For property tax years 2015, 2016, 2017, 2018 and 2019, the TAXING BODIES shall abate to STATE FARM the amount by which the property tax paid by STATE FARM exceeds One Hundred One Percent (101%) of the preceding year’s property tax (net of any abatement pursuant to the SETTLEMENT AGREEMENT and this Amendment) paid by STATE FARM. The abatement shall not include AG PARCELS and shall be limited to PARCELS having an assessed value in excess of Twenty Five Thousand Dollars (\$25,000.00), which are listed on Exhibit B-1 attached hereto and incorporated herein (hereinafter individually referred to as an “ABATEMENT PARCEL” and collectively referred to as the “ABATEMENT PARCELS”). There shall not be an abatement for any property tax increase that is the result of an assessment change due to construction improvements as set forth in Section 6 above.

11. In the event the registered voters of any TAXING BODY pass a referendum during property tax years 2015, 2016, 2017, 2018 or 2019, the TAXING BODIES shall not abate to STATE FARM the amount by which the property tax paid by STATE FARM is increased by said referendum in the first effective year of the rate increase from the referendum.

12. In the event an ABATEMENT PARCEL is annexed into a TAXING BODY’s district during property tax years 2015, 2016, 2017, 2018 or 2019, the TAXING BODIES shall not abate to STATE FARM the amount by which the property tax paid by STATE FARM is increased by said annexation in the first effective year of the rate increase from the annexation.

13. Abatements to STATE FARM pursuant to Section 10 of this Agreement shall be calculated on a year by year and parcel by parcel basis. Property taxes in McLean County, Illinois, are paid a year in arrears. Therefore, any abatement for property tax year 2015 shall be calculated and paid in 2016 (hereinafter referred to as the “ABATEMENT YEAR”). Similarly, the ABATEMENT YEARS for property tax years 2016, 2017, 2018 and 2019 shall be 2017, 2018, 2019 and 2020, respectively.

14. On or before the first day of August in each ABATEMENT YEAR, STATE FARM and the CITY OF BLOOMINGTON, COUNTY OF McLEAN, BLOOMINGTON SCHOOL DISTRICT NO. 87 and MCLEAN COUNTY UNIT DISTRICT NO. 5 shall stipulate as to the amount to be abated to STATE FARM per ABATEMENT PARCEL (hereinafter referred to as the “ABATEMENT AMOUNT”).

15. Regardless of whether or not there is an ABATEMENT AMOUNT, STATE FARM shall pay its property tax in full in a timely manner.

16. Each TAXING BODY’s share of the ABATEMENT AMOUNT shall be calculated as set forth in the SETTLEMENT AGREEMENT.

17. On or before first day of November in each ABATEMENT YEAR, the TREASURER OF McLEAN COUNTY, ILLINOIS shall pay STATE FARM the ABATEMENT AMOUNT.

18. Prior to paying an ABATING TAXING BODY its final installment of tax revenue for property tax years 2015, 2016, 2017, 2018 or 2019, the TREASURER OF McLEAN COUNTY, ILLINOIS shall deduct from said payment the ABATING TAXING BODY's share of the ABATEMENT AMOUNT.

19. On or before August 1, 2018, the ASSESSOR shall start obtaining market data and begin developing a plan, which will include opportunities for STATE FARM to present information and share thoughts, in an effort to reach an agreement concerning the assessed values of the PARCELS for property tax year 2020. The ASSESSOR will notify the TAXING BODIES of the projected assessed values for each of the PARCELS for 2020 as soon as practicable after that determination is made, but not later than May 31, 2020, and the TAXING BODIES agree to review the values for each of the PARCELS within a reasonable time after receiving the information from the ASSESSOR.

20. The parties shall execute any and all documents reasonably necessary to effectuate the purposes of the SETTLEMENT AGREEMENT as amended.

21. Except as herein modified, the SETTLEMENT AGREEMENT is hereby ratified and confirmed, and shall constitute the full and complete agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date first above written.

STATE FARM MUTUAL AUTOMOBILE INSURANCE CO. ("STATE FARM")

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

CITY OF BLOOMINGTON, ILLINOIS, a municipal corporation,

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

COUNTY OF McLEAN, ILLINOIS, a municipal corporation,

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

BLOOMINGTON SCHOOL DISTRICT NO. 87, McLean County, Illinois,

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

MCLEAN COUNTY UNIT DISTRICT NO. 5, McLean County, Illinois,

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

Attest: \_\_\_\_\_

HEARTLAND COMMUNITY COLLEGE DISTRICT 540, McLean County, Illinois,

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

Attest: \_\_\_\_\_

BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT, McLean County, Illinois,

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

Attest: \_\_\_\_\_

BLOOMINGTON-NORMAL AIRPORT AUTHORITY, McLean County, Illinois,

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

Attest: \_\_\_\_\_

CITY OF BLOOMINGTON TOWNSHIP, located in McLean County, Illinois,

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

Attest: \_\_\_\_\_

BLOOMINGTON TOWNSHIP, a municipal corporation located in McLean County, Illinois,

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

Attest: \_\_\_\_\_

BLOOMINGTON TOWNSHIP ROAD DISTRICT, McLean County, Illinois

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

Attest: \_\_\_\_\_

CITY OF BLOOMINGTON TOWNSHIP ASSESSOR

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

STEVE SCUDDER

First Amendment to Settlement Agreement  
 Exhibit A-1  
 State Farm Parcels  
 See Section 1 of the Amendment

State Farm Description	Parcel #	Assessed Value	Exceptions
986 Rhodes Lane Lot #7	21-15-326-002	920	*
988 Rhodes Lane Lot #9	21-15-326-009	1,044	*
987 Rhodes Lane Lot #8	21-15-326-005	1,202	*
984 Rhodes Lane Lot #5	21-15-326-006	1,728	*
985 Rhodes Lane Lot #6	21-15-326-010	1,986	*
957 Flexible Storage Facility	21-15-326-008	2,143	*
983 Flexible Storage III	21-15-326-011	2,197	*
958 Rhodes/Timber Property	21-15-376-002	3,751	**
050 Corporate South	21-15-276-012	3,769	*
960 Corp. South Excess #2 - 6	21-14-451-010	7,119	*
955 Corp. South Excess #2 - 4	21-14-300-009	17,333	*
013 Oakland Avenue Building	21-11-126-018	23,454	**
050 Corporate South	21-14-151-002	27,940	
102 Canterbury Condos	21-02-154-030	30,065	
005 State Farm Park	21-16-251-008	37,284	
050 Corporate South	21-14-151-001	54,284	
959 Corp. South Excess #3	21-14-300-013	76,990	*
037 MRSF - Central	21-11-376-010	84,713	
032 Corporate Headquarters	21-02-377-012	87,217	
963 Jefferson/Prairie Lot	21-04-401-009	87,547	
050 Corporate South	21-14-200-016	90,944	
050 Corporate South	21-11-404-001	105,218	
978 Lincoln Building	21-02-326-017	113,367	
050 Corporate South	21-14-102-002	115,703	
050 Corporate South	21-14-102-001	116,975	
961 Jefferson/Prairie Lot	21-04-403-007	117,454	
050 Corporate South	21-11-402-001	131,524	
050 Corporate South	21-14-200-017	139,431	
050 Corporate South	21-11-452-001	175,715	
989 East Washington St	21-02-326-020	188,279	
005 State Farm Park	21-16-177-003	196,525	
976 East Lincoln St Property	21-11-327-001	223,754	
002 Eldorado Parking	21-02-451-038	234,631	
005 State Farm Park	21-16-401-015	255,245	
979 Executive Building	21-02-326-018	454,338	
050 Corporate South	21-11-326-010	507,189	
050 Corporate South	21-14-201-001	555,476	
529 Hershey Road Building	21-02-276-040	559,939	
005 State Farm Park	21-16-251-009	601,071	
972 Research Laboratory	21-15-326-003	666,711	
957 Flexible Storage Facility	21-15-326-004	1,033,874	
971 Flexible Storage II	21-15-326-007	1,093,503	
005 State Farm Park	21-16-201-004	1,954,355	
001 Downtown Building	21-04-334-007	2,998,910	
969 CORP. HQ Parking Deck	21-02-376-010	3,504,813	
037 MRSF - Central	21-11-376-011	4,092,300	
043 IL Operations Center	21-11-403-001	5,998,404	
043 IL Operations Center	21-11-326-011	6,102,471	
013 Oakland Avenue Building	21-11-176-039	6,760,825	
032 Corporate Headquarters	21-02-326-019	39,414,906	
050 Corporate South	21-14-126-001	93,561,790	

\*Farmland not included in agreement.

\*\* Property with assessed value under \$25,000 not included in agreement.



First Amendment to Settlement Agreement

Exhibit B-1

State Farm Parcels in Excess of \$25,000 AV and Classified as Non-Agriculture

See Sections 9 and 10 of the Amendment

<b>State Farm Description</b>	<b>Parcel #</b>	<b>Assessed Value</b>
050 Corporate South	21-14-151-002	27,940
102 Canterbury Condos	21-02-154-030	30,065
005 State Farm Park	21-16-251-008	37,284
050 Corporate South	21-14-151-001	54,284
037 MRSF - Central	21-11-376-010	84,713
032 Corporate Headquarters	21-02-377-012	87,217
963 Jefferson/Prairie Lot	21-04-401-009	87,547
050 Corporate South	21-14-200-016	90,944
050 Corporate South	21-11-404-001	105,218
978 Lincoln Building	21-02-326-017	113,367
050 Corporate South	21-14-102-002	115,703
050 Corporate South	21-14-102-001	116,975
961 Jefferson/Prairie Lot	21-04-403-007	117,454
050 Corporate South	21-11-402-001	131,524
050 Corporate South	21-14-200-017	139,431
050 Corporate South	21-11-452-001	175,715
989 East Washington St	21-02-326-020	188,279
005 State Farm Park	21-16-177-003	196,525
976 East Lincoln St Property	21-11-327-001	223,754
002 Eldorado Parking	21-02-451-038	234,631
005 State Farm Park	21-16-401-015	255,245
979 Executive Building	21-02-326-018	454,338
050 Corporate South	21-11-326-010	507,189
050 Corporate South	21-14-201-001	555,476
529 Hershey Road Building	21-02-276-040	559,939
005 State Farm Park	21-16-251-009	601,071
972 Research Laboratory	21-15-326-003	666,711
957 Flexible Storage Facility	21-15-326-004	1,033,874
971 Flexible Storage II	21-15-326-007	1,093,503
005 State Farm Park	21-16-201-004	1,954,355
001 Downtown Building	21-04-334-007	2,998,910
969 CORP. HQ Parking Deck	21-02-376-010	3,504,813
037 MRSF - Central	21-11-376-011	4,092,300
043 IL Operations Center	21-11-403-001	5,998,404
043 IL Operations Center	21-11-326-011	6,102,471
013 Oakland Avenue Building	21-11-176-039	6,760,825
032 Corporate Headquarters	21-02-326-019	39,414,906
050 Corporate South	21-14-126-001	93,561,790



CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7T

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving an Award of Audit Contract to Baker Tilly.

**RECOMMENDATION/MOTION:** Recommend approval of the Contract to Baker Tilly as auditors in accordance with RFP #2016-35.

**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:** City staff issued a Request for Proposals (RFP) for Audit Services on February 12, 2016. The RFP was to provide audit services for the City, US Cellular Coliseum, Foreign Fire Insurance Board, TIF funds and Library Foundation for fiscal year 2016 and options for the following four years. Notice of the RFP was published in the Pantagraph on February 12, 2016 and e-mailed or mailed to 21 firms. Seventeen firms and plan houses requested the full RFP. Seven firms submitted proposals. Staff in the finance department reviewed the proposals and selected 3 firms for in person presentations and interviews. A committee of 5 individuals (including one representative from Town of Normal's finance department) evaluated the presentations and interviews. References were also checked for recommended firm.

Based on the results of the evaluations from the above process, City staff are recommending the appointment of Baker Tilly as the City's auditor for fiscal year 2016 with options for each of the following four years. While price was not the primary factor in selecting an audit firm, Baker Tilly did submit the lowest overall cost proposal for the 5 year term. The cost proposed for the FY 2016 audit will result in savings of over \$28,000 from FY 2015. Baker Tilly is a ranked among the top 15 largest accounting firms nationally and has vast experience in conducting governmental audits for entities the City's size. They have audited governments and operations that include utilities, libraries, parks, golf courses and TIF districts. They also have experience with entities that outsource management of certain operations to a third party management company. In addition, they offer a wide variety of other services for governmental units that the City may take advantage of from time to time.

The committee that participated in the presentations and interviews were very impressed with Baker Tilly's knowledge of governmental operations and their audit approach. Baker Tilly staff including the partner assigned to the City's engagement are involved in numerous state and national professional organizations and serve on various committees that participate in the standard setting process for governmental financial reporting. They also speak at many industry conferences.



Baker Tilly has reported that 97% of their clients express a high satisfaction with the transition to their firm. In speaking with Baker Tilly's references, they were very satisfied with the service provided by Baker Tilly. References indicated that the quality and consistency of staff assigned to their engagements was excellent, and Baker Tilly is very responsive to their requests throughout the year.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This request for proposal was advertised in The Pantagraph on February 12, 2016, and e-mailed or mailed to 21 firms.

**FINANCIAL IMPACT:** Total proposed costs of all segments of the audit for the five year period is \$511,300. The FY 2016 audit costs of \$96,300 will be paid primarily from the FY 2017 budget. Payment for the audit will be made from the Finance Budget-Audit Services account (10011510-70090) and the Coliseum Budget – Audit Services account (57107110-70090) and by the Foreign Fire Insurance Board. There is currently \$88,992 and \$36,977 available in these accounts for FY 2017. Stakeholders can locate this in the FY 2017 Proposed Budget Book titled “Budget Overview & General Fund” on page 151 and “Other Funds & Capital Improvement Program” on page 193.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant  
Reviewed by: Carla A. Murillo, Budget Manager  
Legal review by: Jeffrey R. Jurgens, Corporation Counsel  
Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Executive Summary
-



## Executive Summary

### Understanding your needs; achieving your objectives

Baker Tilly's devotion to government organizations is manifested in our public sector practice group, a group with a commitment spanning more than fifty years and a team of more than 220 professionals—including eighteen partners—dedicated entirely to serving governmental clients. We understand the issues governments face, providing hundreds of thousands of hours annually, to the public sector. Our extensive experience provides us with the specialized knowledge and insight to find effective solutions.

Our specialized focus allows our professionals to immerse themselves in the issues and opportunities you face.

#### Why choose Baker Tilly?

We believe Baker Tilly is the right fit for serving the City's audit needs for many reasons. As you evaluate professional service providers, we encourage you to consider the following factors that differentiate us in the marketplace and that we believe are most relevant to you.



**We are one of the few CPA firms with a state and local government group dedicated entirely to serving governmental clients.**

### A team dedicated to your industry

Baker Tilly organizes our firm by industry specialization rather than service discipline. Our professionals offer clients a deep understanding of their respective industries. Your industry-focused team will possess specialized knowledge to help you improve operational efficiencies, tighten processes, and address your unique needs.

Our Public Sector team consists of professionals who are dedicated to serving governmental organizations. Because of this specialized focus, the City's engagement team will understand the unique financial accounting and reporting issues that governmental institutions face and will have the experience to conduct the engagement efficiently. Our familiarity with the critical risk areas in the financial statements which need to be addressed allows us to plan our audits to focus our time and energy on these areas.



## Executive summary

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### Attentive, Exceptional Client Service; we meet or exceed deadlines

Baker Tilly is sensitive to our clients' busy schedules and deadlines. We start every engagement with a mutually agreed-upon timeline. Using that timeline, we develop and commit to a customized Client Service Plan to ensure there are no surprises along the way; and at every step, we let you know where things stand. We rely on our clients' definition of satisfaction—not our own—because your opinion matters most.

Baker Tilly surveys clients regularly, makes changes based on feedback, and holds each member of our teams accountable for client satisfaction. To us, Exceptional Client Service means responding immediately to your feedback and questions, communicating frequently and openly, and proactively bringing new ideas to the table. Most important, it means making *your* top priorities *our* top priorities.

### Large firm resources with local client service

**Baker Tilly is the right fit for the City.** We are large enough to offer the professional capabilities you need; yet, we have a local-firm focus that ensures you receive responsive, personalized attention. Our service team will maintain close communication with you to address issues before they become problems, and we offer vast, firm wide resources and a high level of involvement from our partners. This all translates to a demonstrated ability to meet or beat deadlines and provide quality deliverables.

### Value-added services such as webinars and newsletters

Our goal is to be your Valued Business Advisor. We translate active industry involvement into complimentary interactive webinars and timely newsletters with content highly relevant to our state and local government clients. New standards are now being issued on a regular basis by standard-setting bodies. To better prepare our clients for the changes resulting from these standards and to share best practices, we offer client-training webinars. These webinars are free to our clients and qualify for continuing professional education (CPE).

Annually, we speak at numerous accounting, financial, and management seminars and workshops in Illinois and throughout the nation. We also regularly provide newsletters and industry alerts with updates and answers to your financial and governmental questions. Our clients receive the benefit of our industry involvement through our quarterly newsletter, *Government Connection*, where we communicate any pertinent news and industry updates.

Our latest issue included topics like: New time and effort reporting requirements under OMB Uniform Guidance; Fund balance levels: What works for your government? Five easy internal controls your government should implement and several others. As a client, you may choose to receive quarterly newsletters and alerts directly via e-mail. You can also access past newsletters and webinars on our website.

Additionally, your partner in charge and engagement team members will be available to answer questions as they arise.





## Executive summary

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### Technology in the audit process

Baker Tilly is proud to have been progressive in our integration of technology into the audit process. Some technology highlights include:

- > Utilization of a secure website, or "portal", which allows for an effective, efficient, and organized means to transfer information from the City to the audit team, including workpapers and trial balances.
- > Use of data extraction software allows for in-depth, yet quick, analysis of large volumes of data. This includes the ability to review client transactions for duplicate vendor payments and other transactions that might require additional audit testing.

### Worry-free transition

Changing accounting firms should be a seamless process: one that moves you on a positive path forward, not gives you cause for concern. Baker Tilly understands the uncertainty that can exist when moving from one firm to another, and we actively take steps to ensure that new clients have a positive experience with no interruptions. In fact, we survey clients who switch to Baker Tilly, and the results are impressive: **97% of our clients express a high satisfaction with their transition to our firm.**

### Provable results; our clients speak for us

Baker Tilly's director of client insights reaches out to clients with surveys and interviews to learn what we're doing right and/or how we can improve. Below and throughout our proposal are some recent comments we received:



***"We truly appreciate our working relationship with Baker Tilly. We have been clients for a number of years and our audit teams have always been knowledgeable, dependable and service orientated. The audit process here is not a painful process due to their hard work and thorough preparation. Every time I call with a question, I'm immediately contacted with an answer. Thank you."***

- Finance Director, Illinois village client



## About Baker Tilly

### About Baker Tilly

Baker Tilly Virchow Krause, LLP originated in 1931 with one central objective: to use our expertise to help our clients improve their operations. Originally a certified public accounting firm, we have grown steadily over the years, broadening our service offerings and expanding our geographic presence to meet the evolving needs of our clients. Baker Tilly is a nationally recognized, full-service accounting and advisory firm whose specialized professionals connect with clients and their businesses through refreshing candor and clear industry insight.

Headquartered in Chicago, Baker Tilly is an independent member of Baker Tilly International, a worldwide network of independent accounting and business advisory firms in 133 countries, with 27,000 professionals. The combined worldwide revenue of independent member firms is \$3.4 billion.

Below are some key facts about Baker Tilly:

- > Provides a wide range of accounting, tax, assurance, and consulting services by more than 2,500 total staff members, including 292 partners
- > Ranked among the top fifteen largest accounting firms in the country
- > Headquartered in Chicago, Illinois with offices throughout the nation including: Michigan, Minnesota, New Jersey, New York, Pennsylvania, Washington DC and several other states
- > We have more than 200 employees in our Chicago and Oak Brook, Illinois offices



**BAKER TILLY**

**32** Offices | **12** States

We will adopt a team approach to the City's engagement, blending our government-focused professionals with experienced specialists in the service areas and departments of the City. This combination of industry-specific expertise ensures you will be working with knowledgeable professionals who understand the City and the challenges you face—and can create innovative solutions to help you overcome them.

And, because the City will be working with a single engagement team, you can expect to receive consistent, efficient, and exceptional service.

From the start, Baker Tilly has understood that our business demands absolute integrity, a belief in the value of trusted relationships, and a willingness to collaborate with—not dictate to—every client. We will deepen and enhance our partnership with the City as, together; we work to help you realize your vision.

*Baker Tilly has existed for eighty years—and local governments were some of our first clients.*

### Office location serving the City





## About Baker Tilly

Below is a breakdown by level of our government team in Oak Brook as well as the team, by staff level, assigned to your engagement; we do not plan to use part-time staff on the City's engagement.

Audit staff employee classification	Total number in office	Total Number CPAs	Full-time staff assigned to the City
Partners	3	3	2
Senior managers	3	3	1
Managers	3	3	-
Senior accountants	10	6	2
Staff accountants	8	4	2

The City's audit will be done by professionals located in the Oak Brook office. If the need arises, we are able to draw upon additional public sector team members located throughout the firm to provide solutions that are just right for you.

We have included detailed information about each professional assigned to the City's engagement on page 24 of the proposal.

### Our industry specialization approach

Baker Tilly formalized our public sector specialization more than fifty years ago. We recognized the complexity of this environment and organized the partners and staff into our public sector service group. This industry specialization approach allowed us to provide specialized training and continuing education to our staff, assuring you of an audit team with the necessary knowledge and skills you desire to identify the strength of internal controls and processes, and with the specialization of your industry to identify key indicators that are critical to your government.

Our industry-specific approach will ensure the City is working with a team that is truly dedicated to state and local governments, translating into better service and greater value.



- > Our specialists keep abreast of the new developments and trends that may impact your industry and will regularly provide newsletters, trainings, and industry alerts with updates and answers to your financial and governmental questions.
- > Our specialists are active in national and state organizations, participate in ongoing continuing education to obtain industry certifications, and speak and author articles on industry trends.



## About Baker Tilly

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Our devotion to government organizations is manifested in our public sector practice group, a team of more than 220 professionals—including eighteen partners—dedicated entirely to serving governmental clients. We understand the issues governments face, providing hundreds of thousands of hours annually to the public sector. Our extensive experience provides us with the specialized knowledge and insight to find effective solutions.

*We are one of the few CPA firms with a state and local government group dedicated entirely to serving governmental clients.*

Our public sector clients rely on our expertise to meet their specific auditing, accounting, and operational needs. From helping you manage and optimize your resources to clearly and accurately reporting your funding sources and patterns, you can expect a practical approach, technical insight, and a thorough understanding of the governmental audit world to work on the City's behalf, delivering the precise services you need, when you need them.

### **Firm preparedness to implement new GASB requirements**

As we mentioned in our Executive Summary, we have chosen to provide leadership to industry organizations through our involvement as authors, speakers, trainers, and promoters of the advancement of government accounting and auditing so we can provide you with the timely information you need about current issues. **We will work with the City to ensure you are prepared for any applicable GASB changes.** When new GASBs are issued we quickly assess the impact on our clients. We communicate the impact on the City's operations and financial statements through direct communication with the Finance Department as well as through our complimentary webinars and quarterly newsletters. We will then work with the City to develop an implementation plan that outlines the action items that the City and Baker Tilly will perform to successfully implement the standard. The implementation plan will also include a timeline to ensure minimal disruption to the City's operations and the audit timing.

Among our commitment to keep you prepared for any new GASB changes, we have provided a Baker Tilly professional to serve as a Fellow in the GASB Practice Fellow Program. Oak Brook manager Susannah Baney was selected by the GASB staff and board for this two-year program.

Susannah's responsibilities include direct participation in the standard-setting process as a project manager focused on studying topics on the GASB technical agenda, researching practical implementation issues, contributing to the drafting of standards, and following up on implementation complexities post-issuance. While she is a Fellow, she works full time for GASB. This partnership allows for a conduit of communication between our clients and GASB staff.





## About Baker Tilly

### Single audit experience

Since the passage of the Single Audit Act of 1984, Baker Tilly has recognized the importance of becoming specialists in this highly complex area. *Our firm currently performs approximately 500 single audits each year, ranking our firm in the top three, nationally, based on number of audits by CPA firms.*



**Baker Tilly performs approximately 500 single audits each year, ranking in the top three, nationally based on number of audits by CPA firms.**

In order to continuously stay on top of the changing requirements, our firm serves on various AICPA committees studying financial and single audit issues. We have been selected as speakers for nationally sponsored training courses, and we actively participate in industry events.

Heather Acker is our firm representative in these national opportunities. She has specialized in single audits for her entire career.

Our firm is also asked to review and comment on various single audit documents created by the AICPA, OMB, and HUD prior to their issuance. Below is a list of documents where we have provided contributions:

Document	Years	Organizations
AICPA Government Audit Standards and Single Audit Guide (formerly AICPA Audit Guide — GAS and A-133 Audits)	2005–2015	AICPA
AICPA Audit Risk Alert — GAS and A-133 Audits	2006–2015	AICPA
A-133 Compliance Supplement	2008–2014	OMB

We perform more than 500 single audits each year. Below is a list of ten of these clients:

- > City of Chicago
- > Lake County
- > McHenry County
- > McLean County
- > Will County
- > City of Waukegan
- > City of Moline
- > City of Urbana
- > City of Galesburg
- > Village of Skokie





## About Baker Tilly

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### Single audit changes from OMB Uniform Guidance

In December 2013, the Office of Management and Budget (OMB) issued comprehensive grant reform rules related to the administration, cost principles, and audit requirements of federal awards.

Some of the most significant changes to the administrative requirements include a heightened focus on program performance results, use of technology, standardization of grant documents, and coordinated oversight. The cost principles consolidation includes changes to the definitions of direct and indirect costs, a provision for a *de minimis* indirect rate of ten (10) percent, changes to payroll time and effort reporting requirements, and some changes to the allowability of selected items of cost. The reform raises the threshold for a single audit to \$750,000, and also includes some changes to program risk assessments, audit coverage, and reporting of findings.

#### *Resources to aid with implementation*

The changes in audit requirements took effect beginning with years ending December 31, 2015. However, grant recipients needed to implement the changes to the administrative requirements and cost principles for all federal awards received after December 26, 2014. Baker Tilly has been evaluating the impact of these changes and working with state and national organizations to help educate our clients to prepare for a smooth implementation. We believe you will find the following resources to be of value:

- > OMB issues grant reform rules
- > OMB Uniform Guidance: Are you ready?
- > Steps for creating an OMB Uniform Guidance implementation roadmap
- > Frequently asked questions for OMB Uniform Guidance
- > Archived training webcasts available from AICPA and COFAR

In addition, these webinars on OMB Uniform Guidance are archived on [bakertilly.com](http://bakertilly.com):

- > OMB Uniform Grant Guidance: Developing a successful implementation plan
- > OMB Grant Reform: An overview of the recent changes and tips to help you ensure compliance

For more information, please visit our Uniform Guidance Resource Center: <http://www.bakertilly.com/uniformguidance>.



***"The auditors are great to work with and always on top of their game!"***

- Finance Director, Illinois village client



**CONSENT AGENDA ITEM NO. 7U**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving Amendments to the Bloomington City Code, Chapter 2, Article II, regarding placement of Public Comment at City Council Meetings, and establishing time procedures for Regular Agenda items.

**RECOMMENDATION/MOTION:** That the ordinance amending the placement for the public comment on the agenda after recognitions and appointments and establishing time procedures for regular agenda items be approved and the Mayor and Clerk be authorized to execute the Ordinance.

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

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

**BACKGROUND:** Several elected officials and City staff have recently raised the idea of formally placing public comment after recognition and appointments on the City Council meeting agenda. As public comment often takes up to 30 minutes, placing the public comment period after appointments and recognitions will allow those who are simply present at the meeting to receive a recognition, and their families, to more briefly attend the meeting. The public comment period would still remain prior to any substantive votes are taken at the meeting, so that those interested will still be able to comment on consent agenda items, which include the appointments, and regular meeting agenda items.

The City Council also has an informal procedure to add suggested time limits to the regular agenda items to help keep the flow of the meeting and manage the time spent on items. The proposed ordinance change would add these procedures formally to the City Code and would require any extension of the proposed agenda times be approved by a majority vote at the meeting. Otherwise, at the end of the proposed time for the agenda item, the City Council would either need to consider a vote on the matter or table the matter to a time specified.

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

**FINANCIAL IMPACT:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales, City Manager

**Attachments:**

- An ordinance Amending the Placement of Public Comment on Meeting Agendas and Establishing Procedures for the Placement of Time Limitations on Regular Meeting Agenda Items

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Motion: That the ordinance amending the placement for the public comment on the agenda after recognitions and appointments and establishing time procedures for regular agenda items be approved and the Mayor and Clerk be authorized to execute the Ordinance.

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

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

ORDINANCE 2016 - \_\_\_\_\_

AN ORDINANCE AMENDING THE PLACEMENT OF PUBLIC COMMENT ON MEETING AGENDAS AND ESTABLISHING PROCEDURES FOR THE PLACEMENT OF TIME LIMITATIONS ON REGULAR MEETING AGENDA ITEMS

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

**SECTION 1.** That Chapter 2, Article II, Section 17 of Bloomington City Code, 1960, as amended, shall be amended by changing the order of business for items (5) and (6) as follows:

- (5) Appointment Recognition. Under this agenda item the Mayor may recognize those persons being appointed to offices and positions in the City of Bloomington, whether such appointments are subject to confirmation or not. During this period after brief introductions, the City Council may ask questions of the appointee.
- (6) Public Comment. Public comments shall be allowed as provided for in Section 85 of this Chapter.

**SECTION 2.** That Chapter 2, Article II, Section 18.2(a) of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

**Chapter 2: Section 18.2(a): Agenda Items and Voting.**

(a) Agenda Items. Items can be placed on a meeting agenda by: (i) the Mayor; (ii) the intended Chairperson of the meeting, in the absence of the Mayor; (iii) the City Manager or designee thereof; or (iv) by a majority of the City Council before the formulation of the agenda. For each regular agenda item, the City Manager (or his designee) in consultation with the Mayor (or the Chairperson of the meeting, in the absence of the Mayor), shall designate a time for the presentation of the agenda item and a time for the Council discussion. Once the time allotted for on the agenda item has expired, the item shall either be tabled to a date certain or called upon for a vote unless the Council, by a majority vote, votes to extend, for a specified amount of time, the time for discussion and consideration of the item at the meeting.

**SECTION 3.** That Chapter 2, Article V, Section 85 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

**Chapter 2: Section 85: Public Comment.**

(c) The public comment portion of the meeting shall be placed on the agenda for regular City Council meetings, as well as any rescheduled meeting of the City Council, after roll call and prior to appointment recognition and/or the consent agenda. For any other special City

Council meeting or meeting of any other Board, Committee or Commission of the City, public comment shall be listed on the agenda after Appointment Recognition and before approval of the Consent Agenda immediately after roll call. Nothing within this section shall limit the ability of the City Council, by majority vote, to change the placement of public comment during a meeting.

**SECTION 4.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 5.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 6.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 7.** This ordinance shall be effective immediately after the date of its publication as required by law.

**SECTION 8.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this \_\_\_\_\_ day of March, 2016.

APPROVED this \_\_\_\_\_ day of March, 2016..

APPROVED:

\_\_\_\_\_

Tari Renner, Mayor

ATTEST:

\_\_\_\_\_

Cherry Lawson, City Clerk



**CONSENT AGENDA ITEM NO. 7V**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving an amendment to Ordinance 1965-51 and Ordinance 2015-66 to temporarily extend the electric franchise agreement with Corn Belt Electric Cooperative, Inc. to allow time for the City and Corn Belt to negotiate a new franchise agreement.

**RECOMMENDATION/MOTION:** That the ordinance amending Ordinance 1965-51, the ordinance approving the original franchise agreement between the City and Corn Belt Electric Cooperative, Inc., and Ordinance 2015-66, providing for a temporary extension, be approved to allow an extension of the agreement to the earlier of October 1, 2016, or the entry of a new franchise agreement between the parties.

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

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

**BACKGROUND:** On October 11, 1965, the City Council approved an electric franchise agreement with Corn Belt Electric Cooperative, Inc. ("Corn Belt"). The franchise agreement provided Corn Belt with certain rights, permissions and authority to construct, maintain and operate a system for transmission, distribution and sale of electric energy for lighting, heating and power purposes within certain portions of the City. This agreement had a term of 50 years from the date of acceptance and it appears the ordinance was formally certified and provided to Corn Belt on November 1, 1965.

Since the 50-year term of the agreement is coming to an end, Corn Belt has indicated a desire to negotiate a new franchise agreement. The City Council previously approved an ordinance extending the franchise agreement until April 1, 2016, and more time is desired to work out the final details of the new agreement. Accordingly, approval of the proposed ordinance will continue the existing franchise agreement into effect until October 1, 2016, unless an agreement on a new franchise agreement can be reached and approved prior to that time.

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

**FINANCIAL IMPACT:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales, City Manager

**Attachments:**

- Ordinance amending Ordinance 1965-51, the ordinance approving the original franchise agreement between the City and Corn Belt Electric Cooperative, Inc., be approved to allow an extension of the agreement to the earlier of April 1, 2016, or the entry of a new franchise agreement between the parties.

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Motion: That the ordinance amending Ordinance 1965-51 and Ordinance 2015-66 to Temporarily Extend the Franchise Agreement between the City and Corn Belt Electric Cooperative, Inc., be approved.

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

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

**ORDINANCE 2016 - \_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 1965-51 AND ORDINANCE 2015-66 TO TEMPORARILY EXTENDING THE FRANCHISE AGREEMENT BETWEEN THE CITY AND CORN BELT ELECTRIC COOPERATIVE**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

**WHEREAS**, the City previously adopted October 11, 1965, Ordinance No. 1965-51, establishing an electric franchise with Corn Belt Electric Cooperative, Inc. (hereinafter “Corn Belt”); and

**WHEREAS**, Ordinance No. 1965-51 provided that all rights and privileges granted by said Ordinance were granted for a term of 50 years after acceptance of the Ordinance by Corn Belt; and

**WHEREAS**, the City and Corn Belt desire to negotiate a new franchise agreement and believe it is in the best interest of the entities that the existing 1965 franchise agreement and previously continued the terms of the existing franchise agreement through April 1, 2016, to allow time for negotiation of an extension; and

**WHEREAS**, staff is still working on the proposed extension and recommends continuing to extend the 1965 franchise agreement for an additional period of six (6) months while a new franchise agreement is negotiated; and

**WHEREAS**, by this Ordinance, the City agrees to continue the 1965 franchise agreement until the earlier of October 1, 2016, or the entry of a new franchise agreement between the parties and Corn Belt agrees to said extension.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The franchise agreement between the City and Corn Belt Energy, approved by the City in Ordinance No. 1965-51, and the temporary extension approved in Ordinance No. 2015-66, is hereby extended by said parties until the earlier of October 1, 2016, or the entry of a new franchise agreement between the parties.

**SECTION 3.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.



**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 5.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 6.** This ordinance shall be effective immediately after the date of its publication as required by law.

**SECTION 7.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

APPROVED this \_\_\_ day of \_\_\_\_\_, 2016.

CITY OF BLOOMINGTON

\_\_\_\_\_  
Tari Renner, Mayor

ATTEST:

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**ACKNOWLEDEGED & APPROVED BY CORN BELT  
ELECTRIC COOPERATIVE, INC.:**

\_\_\_\_\_  
Its President

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
Its Secretary

**ORDINANCE 2016 - \_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 1965-51 AND TEMPORARILY  
EXTENDING THE FRANCHISE AGREEMENT BETWEEN THE CITY AND CORN  
BELT ELECTRIC COOPERATIVE**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

**WHEREAS**, the City previously adopted October 11, 1965, Ordinance No. 1965-51, establishing an electric franchise with Corn Belt Electric Cooperative, Inc. (hereinafter “Corn Belt”); and

**WHEREAS**, Ordinance No. 1965-51 provided that all rights and privileges granted by said Ordinance were granted for a term of 50 years after acceptance of the Ordinance by Corn Belt; and

**WHEREAS**, the City and Corn Belt desire to negotiate a new franchise agreement and believe it is in the best interest of the entities that the existing 1965 franchise agreement and previously continued the terms of the existing franchise agreement through April 1, 2016, to allow time for negotiation of an extension; and

**WHEREAS**, staff is still working on the proposed extension and recommends continuing to extend the 1965 franchise agreement for an additional period of six (6) months while a new franchise agreement is negotiated; and

**WHEREAS**, by this Ordinance, the City agrees to continue the 1965 franchise agreement until the earlier of October 1, 2016, or the entry of a new franchise agreement between the parties and Corn Belt agrees to said extension.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** The franchise agreement between the City and Corn Belt Energy, approved by the City in Ordinance No. 1965-51, is hereby extended by said parties until the earlier of October 1, 2016, or the entry of a new franchise agreement between the parties.

**SECTION 3.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 4.** In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

**SECTION 5.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 6.** This ordinance shall be effective immediately after the date of its publication as required by law.

**SECTION 7.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this \_\_\_ day of \_\_\_\_\_, 2016.

APPROVED this \_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Tari Renner  
Mayor

ATTEST:

\_\_\_\_\_  
Cherry Lawson  
City Clerk

**ACKNOWLEDGED & APPROVED BY CORN BELT  
ELECTRIC COOPERATIVE, INC.,:**

  
\_\_\_\_\_  
Its President

03-22-16  
Date

ATTEST:

  
\_\_\_\_\_  
Its Secretary



**PUBLIC HEARING AGENDA ITEM NO. 8A**

FOR COUNCIL: March 28, 2016

SUBJECT: Public Hearing for the FY 2017 Proposed Budget

**RECOMMENDATION/MOTION:** For informational purposes only to allow the public to comment on the FY 2017 Proposed Budget.

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

**STRATEGIC PLAN SIGNIFICANCE:** The budget is a financial plan which stipulates the approach the City will undertake to achieve the strategic plan in accordance with the aspirations of Council.

**BACKGROUND:** The City Code requires adoption of an annual appropriation Ordinance. The proposed budget was presented to Council in two (2) budget books at the Monday, February 22, 2016 Council meeting. The first book represents the City's General Fund, while the second book presents each Non-General Fund(s) in addition to the proposed Capital Improvement Program.

The City held a Council Work Session on Saturday, March 12, 2016 to provide the governing board the opportunity to discuss the budget and the opportunity for public comment. The public was also able to provide comments at all the Budget Task Force meetings from June through September 2016.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Public Hearing had been advertised in the Pantagraph. Public budget discussion on the City Manager proposed budget was undertaken on February 22nd, March 12th, and March 28<sup>th</sup>, 2016.

**FINANCIAL IMPACT:** The FY 2017 proposed budget expenditures for the twenty-five (25) City funds are \$206,863,318 while proposed budgeted revenue is \$193,564,031. The \$13,299,287 difference will be offset by a planned use of fund balance and net assets in the appropriate funds within the City's fund structure.

Prepared by: Carla A. Murillo, Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Exhibit A - FY 2017 Fund Balance
- PowerPoint Presentation

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Motion: For informational purposes only to allow the public to comment on the FY 2017 Proposed Budget.

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

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

**CITY OF BLOOMINGTON, IL**  
**2017 PROPOSED BUDGET**  
**SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND**  
**(ALL FIGURES PROVIDED ARE ESTIMATES)**

Fund	Budgetary Fund Balance 4/30/2015 <sup>1</sup>	FY 2016 Projected Revenues	FY 2016 Projected Expenditures <sup>3</sup>	Projected Budgetary Fund Balance 4/30/2016 <sup>2</sup>	Projected Fund Balance Percent	FY 2017 Adopted Revenues	FY 2017 Adopted Expenditures <sup>3</sup>	Projected Fund Balance Ending 4/30/2017 <sup>2</sup>	Proposed Fund Balance Percent
General Fund	12,074,719	96,916,436	96,916,436	12,074,719	12.46%	104,794,506	104,794,506	12,074,719	11.52%
<b>General Fund Total:</b>	<b>12,074,719</b>	<b>96,916,436</b>	<b>96,916,436</b>	<b>12,074,719</b>	<b>12.46%</b>	<b>104,794,506</b>	<b>104,794,506</b>	<b>12,074,719</b>	<b>11.52%</b>
<b>Special Revenue:</b>									
Motor Fuel Tax	7,236,513	1,937,120	2,747,085	6,426,548	233.94%	1,881,254	4,900,000	3,407,802	69.55%
Board of Elections	642,362	532,910	604,652	570,620	94.37%	527,727	649,556	448,790	69.09%
Drug Enforcement	459,206	183,850	237,875	405,181	170.33%	130,000	367,585	167,596	45.59%
Community Development	(1,145)	1,075,047	1,072,089	1,812	0.17%	911,340	911,337	1,815	0.20%
IHDA Single Family Owner Occupied Rehabilitation	(584)	7,203	6,603	16	0.24%	0	0	16	0.00%
Library	4,345,717	5,495,444	5,363,553	4,477,608	83.48%	5,455,114	5,491,500	4,441,222	80.87%
Park Dedication	917,589	20,713	3,000	935,302	31176.74%	20,503	275,000	680,805	247.57%
<b>Special Revenue Total:</b>	<b>13,599,658</b>	<b>9,252,286</b>	<b>10,034,857</b>	<b>12,817,087</b>	<b>127.73%</b>	<b>8,925,938</b>	<b>12,594,978</b>	<b>9,148,047</b>	<b>72.63%</b>
<b>Debt Service:</b>									
General Bond and Interest	6,197,469	4,787,206	6,273,152	4,711,522	75.11%	4,773,713	4,849,910	4,635,325	95.58%
2004 Coliseum Bond Redemption	2,215,160	975,980	1,873,418	1,317,723	70.34%	1,286,087	1,326,868	1,276,943	96.24%
2004 Multi-Project Bond Redemption	1,659,170	919,709	1,154,000	1,424,879	123.47%	908,371	1,130,000	1,203,250	106.48%
<b>Debt Service Total:</b>	<b>10,071,799</b>	<b>6,682,895</b>	<b>9,300,570</b>	<b>7,454,124</b>	<b>80.15%</b>	<b>6,968,171</b>	<b>7,306,778</b>	<b>7,115,517</b>	<b>97.38%</b>
<b>Capital Projects:</b>									
Capital Improvement	2,127,172	3,490,062	2,766,343	2,850,891	103.06%	7,839,270	8,110,984	2,579,176	31.80%
Capital Lease	(2,680,175)	8,378,231	4,811,374	886,682	18.43%	6,169,846	6,169,846	886,682	14.37%
<b>Capital Project Total:</b>	<b>(553,003)</b>	<b>11,868,293</b>	<b>7,577,717</b>	<b>3,737,573</b>	<b>49.32%</b>	<b>14,009,116</b>	<b>14,280,830</b>	<b>3,465,858</b>	<b>24.27%</b>
<b>Enterprise:</b>									
Water	25,127,846	15,571,185	21,374,608	19,324,424	90.41%	15,097,100	22,842,663	11,578,862	50.69%
Sewer	2,898,896	5,257,002	5,418,771	2,737,127	50.51%	5,207,291	6,917,862	1,026,555	14.84%
Storm Water	842,995	2,876,699	2,889,510	830,183	28.73%	2,876,717	3,273,505	433,395	13.24%
Solid Waste	286,851	7,499,289	7,667,880	118,261	1.54%	7,472,283	7,472,283	118,261	1.58%
Abraham Lincoln Parking Deck	121,040	390,023	424,988	86,074	20.25%	482,954	482,954	86,074	17.82%
Golf Courses	(46,051)	2,598,873	2,552,725	96	0.00%	3,176,715	2,762,715	414,096	14.99%
US Cellular Coliseum	(785,349)	5,718,331	4,835,964	97,017	2.01%	5,796,519	5,575,871	317,665	5.70%
<b>Enterprise Total:</b>	<b>28,446,228</b>	<b>39,911,402</b>	<b>45,164,447</b>	<b>23,193,183</b>	<b>51.35%</b>	<b>40,109,578</b>	<b>49,327,852</b>	<b>13,974,909</b>	<b>28.33%</b>
<b>Internal Service Fund:</b>									
Casualty Insurance	2,549,916	3,852,134	3,811,216	2,590,834	67.98%	4,212,877	4,088,968	2,714,743	66.39%
Employee Insurance and Benefits	1,976,354	9,802,170	10,363,423	1,415,101	13.65%	11,527,066	11,598,599	1,343,568	11.58%
Employee Retiree Group Healthcare	(572,957)	2,965,206	2,365,206	27,043	1.14%	2,516,779	2,516,779	27,043	1.07%
<b>Internal Service Fund Total:</b>	<b>3,953,312</b>	<b>16,619,511</b>	<b>16,539,846</b>	<b>4,032,977</b>	<b>24.38%</b>	<b>18,256,722</b>	<b>18,204,346</b>	<b>4,085,353</b>	<b>22.44%</b>
<b>Fiduciary:</b>									
JM Scott Total:	5,645,101	101,000	371,933	5,374,168	1444.93%	500,000	354,028	5,520,140	1559.24%
<b>Fiduciary Fund Total:</b>	<b>5,645,101</b>	<b>101,000</b>	<b>371,933</b>	<b>5,374,168</b>	<b>1444.93%</b>	<b>500,000</b>	<b>354,028</b>	<b>5,520,140</b>	<b>1559.24%</b>
<b>Total:</b>	<b>73,237,815</b>	<b>181,351,823</b>	<b>185,905,807</b>	<b>68,683,831</b>	<b>36.95%</b>	<b>193,564,031</b>	<b>206,863,318</b>	<b>55,384,544</b>	<b>26.77%</b>

Z

Z

- 1 Budgetary Fund Balance is almost on a cash basis, however, short term payables and receivables are taken into account.  
2 The General Fund Balance has a restricted portion for Public Safety Pensions of \$1.9 million as of April 30, 2015.  
3 Included in G.F. Expenditures is a Contribution to fund balance estimated at \$1.2 million in FY 2016 and \$1.4 million in FY 2017.  
Z The difference between proposed revenues and expenditures will be a planned use of fund balance.



# FY 2017 Proposed Budget Overview

March 28, 2016

Patti-Lynn Silva, Finance Director

# FY2017 Proposed Budget Presentation

## Fund Overview

### City Wide Budget Discussion

- Changes
- Highlights

### General Fund Discussion

- Breakdown of Changes
- Detailed Breakout
- What Happened to the Deficit?
- Resolution of the Deficit
- Where Did the Home Rule Sales Tax go?
- Do we still have a structural deficit?
- Five Year Projection

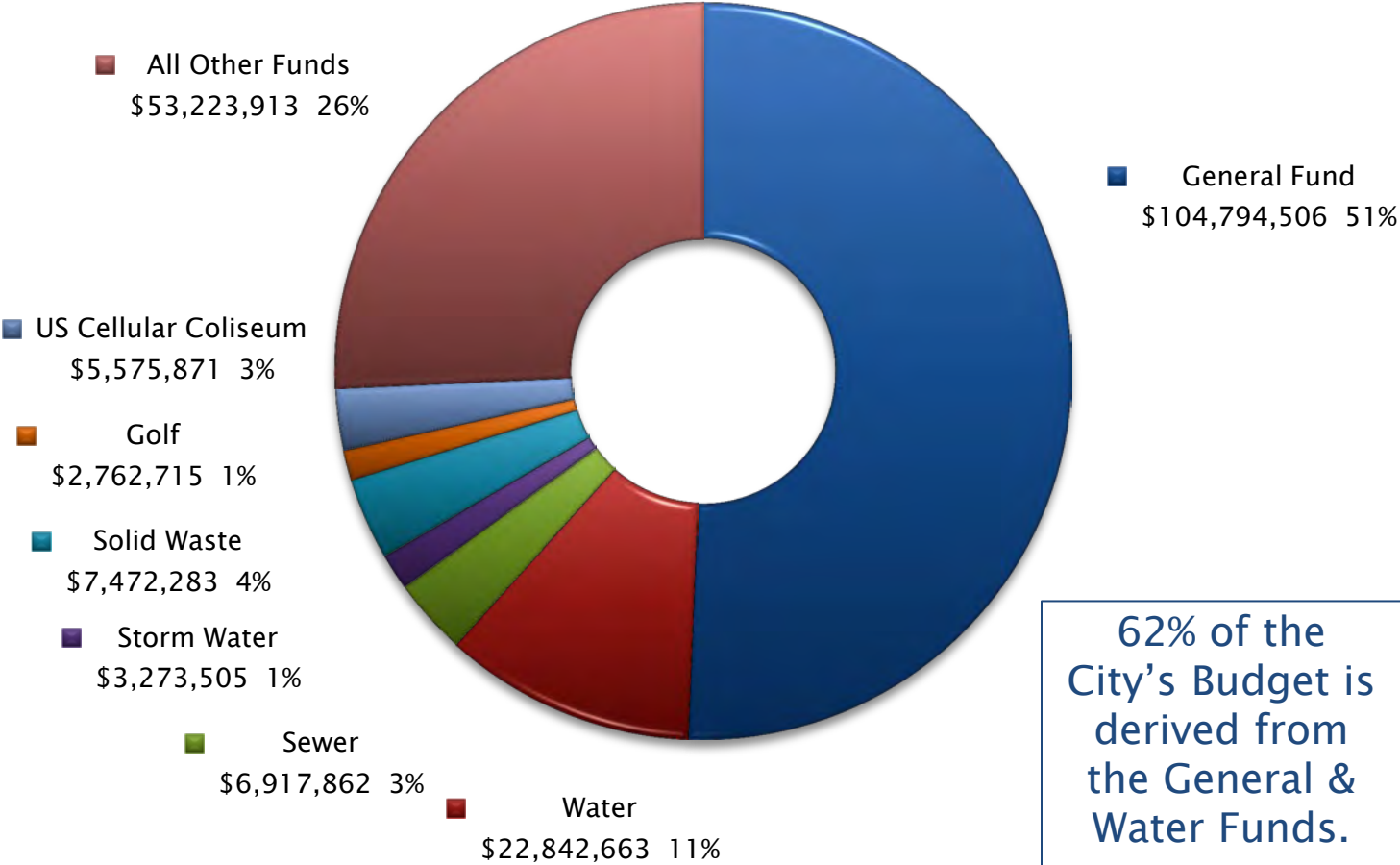
### Discussion of Other Major Funds

- Overall Health
- Water, Sewer, Storm Water, Solid Waste 5 Year Projections

### Appendix



# Fund Overview



# City Wide Budget

FY 17 Proposed Budget:	\$206,863,318
FY 16 Adopted Budget:	<u>(\$186,302,469)</u>
Change:	\$20,560,849

The total change in expenditures is 11.0%

# Breakdown of Changes

Fund	Change
General Fund	\$ 10,240,726
Capital	\$ 5,172,256
(1) Enterprise	\$ 4,726,687
(2) Self Insurance	\$ 2,321,919
Debt Service	\$ (2,000,042)
(3) Special Revenue	\$ 146,346
Trust	\$ <u>(47,044)</u>
<b>Total Changes:</b>	<b>\$ 20,560,848</b>

- (1) **Enterprise funds:** Water, Sewer, Storm Water, Solid Waste, Abraham Lincoln Parking, Golf, US Cellular Coliseum
- (2) **Self Insurance funds:** Casualty Insurance, Employee Insurance and Benefits, Employee Retiree Group Healthcare
- (3) **Special Revenue funds:** Motor Fuel Tax, Board of Elections, Drug Enforcement, Community Development, IHDA, Library, Park Dedication

# Budget Highlights

- **Capital Improvements**
  - Streets, Sidewalks, Facilities, Sewer, Storm, and Water Infrastructure
- **Capital Equipment & Vehicles**
  - Fire Engines, Police Cars, Mowers, Network Infrastructure
- **Funding for the Community**
  - McLean County Mental Health, Connect Transit, McLean County History Museum, B-N Advantage
- **City Initiatives:**
  - Codification of City Code
  - Zoning Ordinance
  - Body Worn Cameras
  - Downtown Parking Evaluation
  - Operations Facility Evaluation

# General Fund Budget

FY 17 Proposed Budget: \$104,794,506  
FY 16 Adopted Budget: \$ (94,553,780)  
Change: \$ 10,240,726

The total change in expenditures is 10.83%

# Breakdown of Changes

Capital *	\$ 4,053,954
Payments to other Agencies**	\$ 3,502,494
Labor	\$ 1,214,192
Contribution to Fund Balance	\$ 1,410,462
Transfer to other Funds***	\$ 865,486
Core Operating	<u>\$ (805,860)</u>
Total Change:	\$ 10,240,728

\* Capital includes \$4.8M for the street resurfacing program.

\*\* Payments to other Agencies includes \$2.4M to McLean County Mental Health, \$610K for Connect Transit and \$390K for B-N Advantage.

\*\*\*Golf, Coliseum, and Abraham Lincoln Garage

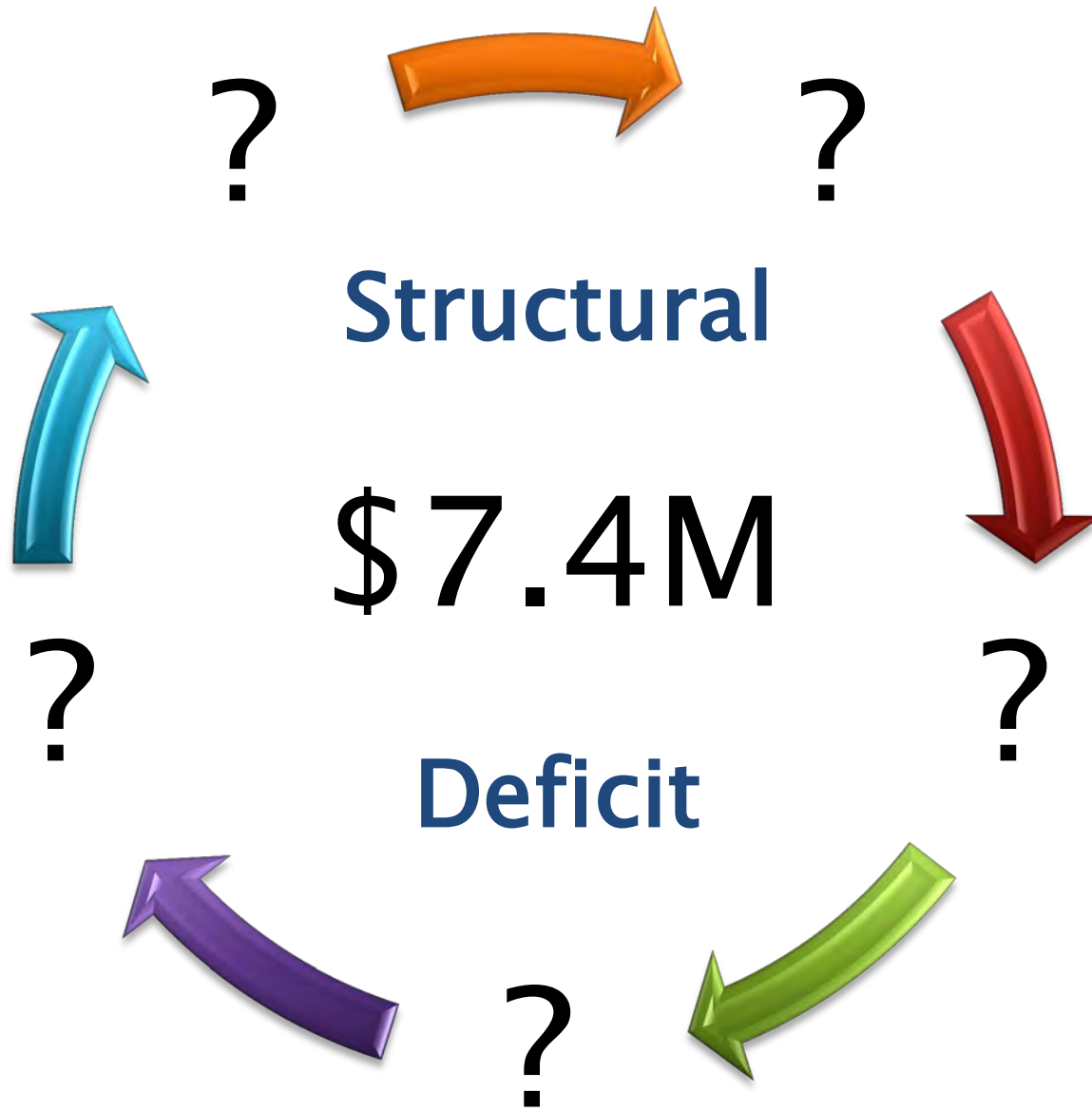
# General Fund Detailed Expense Breakout

Category	FY2016 Adopted	FY2016 Revised	FY2016 Projected	FY2017 Proposed	Incr/(Decr) Adopt vs. Proj	
Salaries	37,612,061	37,589,877	36,950,883	37,817,642	205,581	0.55%
Health/Life/FICA/Medicare	8,493,541	8,493,541	8,150,346	8,799,695	306,154	3.60%
Pension	11,257,268	11,257,268	11,321,356	11,632,693	375,425	3.33%
Professional Development	712,113	711,613	691,433	705,405	(6,708)	-0.94%
Workers Compensation	1,785,441	1,785,441	1,785,441	2,118,081	332,640	18.63%
Employee Relations	20,300	20,300	20,150	21,400	1,100	5.42%
<b>Labor Related Costs:</b>	<b>59,880,725</b>	<b>59,858,041</b>	<b>58,919,610</b>	<b>61,094,917</b>	<b>1,214,192</b>	<b>2.03%</b>
General Liability Insurance	1,277,134	1,277,134	1,277,134	1,207,884	(69,250)	-5.42%
Fuel	2,265,136	2,265,136	1,796,871	1,703,161	(561,976)	-24.81%
Utilities	2,498,713	2,498,713	2,420,809	2,463,947	(34,766)	-1.39%
Outside Services/Fees	5,221,453	5,188,151	5,575,963	5,588,024	366,571	7.02%
Materials/Supplies	4,239,939	4,263,616	4,136,176	4,136,953	(102,985)	-2.43%
Repairs/Maintenance	3,395,298	3,395,298	3,333,807	3,405,114	9,816	0.29%
Bad Debt/Write-Offs/Rebates	3,062,079	3,062,079	2,629,146	2,648,809	(413,270)	-13.50%
<b>Core Operating Costs:</b>	<b>21,959,752</b>	<b>21,950,128</b>	<b>21,169,905</b>	<b>21,153,892</b>	<b>(805,860)</b>	<b>-3.67%</b>
To McLean County Regional Plan	62,000	62,000	54,212	60,000	(2,000)	-3.23%
To McLean County Mental Health	0	0	538,775	2,428,619	2,428,619	0.00%
To Convention & Visitors Bureau	550,000	550,000	550,000	545,000	(5,000)	-0.91%
To Downtown Business Association	90,000	90,000	90,000	90,000	0	0.00%
To Economic Development	100,000	100,000	100,000	490,000	390,000	390.00%
To Town of Normal	1,098,795	1,118,795	1,118,795	1,240,000	141,205	12.85%
To Township	100,000	100,000	100,000	51,000	(49,000)	-49.00%
To Bloomington-Normal Transit	578,050	578,050	578,050	1,188,050	610,000	105.53%
Community Relations	118,691	168,691	163,981	107,361	(11,330)	-9.55%
<b>Payments to Other Agencies:</b>	<b>2,697,536</b>	<b>2,767,536</b>	<b>3,293,813</b>	<b>6,200,030</b>	<b>3,502,494</b>	<b>129.84%</b>

# General Fund Detailed Expense Breakout Cont'd

Category	FY2016 Adopted	FY2016 Revised	FY2016 Projected	FY2017 Proposed	Incr/(Decr) Adopt vs. Proj	
Capital Improvements	2,400,000	2,732,823	3,333,700	5,899,120	3,499,120	145.80%
Machinery/Equipment/Vehicles	0	60,838	60,839	0	0	0.00%
Debt Service	2,406,521	2,406,521	2,300,922	2,986,989	580,468	24.12%
Transfers to Debt Service Funds	3,454,425	3,454,425	3,454,425	3,428,791	(25,634)	-0.74%
<b>Capital/Debt Costs:</b>	<b>8,260,946</b>	<b>8,654,607</b>	<b>9,149,886</b>	<b>12,314,900</b>	<b>4,053,954</b>	<b>49.07%</b>
General Fund to CB TIF Fund	0	0	0	0	0	0.00%
General Fund to Community Development	0	0	1,150	0	0	0.00%
General Fund to IHDA	0	0	600	0	0	0.00%
General Fund to Solid Waste Fund	1,495,913	1,495,913	1,495,913	1,301,283	(194,630)	-13.01%
General Fund to Abraham Lincoln Parking	14,583	14,583	14,583	107,514	92,931	637.28%
General Fund to Golf Fund	0	0	128,000	522,883	522,883	0.00%
General Fund to Retiree Healthcare	0	0	600,000	0	0	0.00%
General Fund to Coliseum Fund	244,325	244,325	946,325	688,626	444,301	181.85%
<b>Transfers to Other Funds</b>	<b>1,754,820</b>	<b>1,754,820</b>	<b>3,186,570</b>	<b>2,620,306</b>	<b>865,486</b>	<b>49.32%</b>
Contributions to Fund Balance	0	0	1,196,592	1,410,462	1,410,462	0.00%
<b>Contributions to Fund Balance</b>	<b>0</b>	<b>0</b>	<b>1,196,592</b>	<b>1,410,462</b>	<b>1,410,462</b>	<b>0.00%</b>
<b>Totals:</b>	<b>94,553,780</b>	<b>94,985,133</b>	<b>96,916,377</b>	<b>104,794,506</b>	<b>10,240,727</b>	<b>10.83%</b>





# Breakdown of FY17 Deficit Projections

Category	FY17 (1yr ago)	FY17
Salaries	3.00%	0.55%
Health/Life Ins.	5.70%	3.60%
Workers Comp.	3.00%	18.63%
Police & Fire Pension Contribution Increase	16.48%	5.77%
General Liability Ins.	3.00%	(5.42%)
Fuel	3.00%	(24.81%)
Utilities	3.00%	(1.39%)
Enterprise Transfers	0%	49.32%
Revenues	-0.6%	1.22%

\*\*Projections for the \$7.4M deficit were made one year ago during the FY16 budget process. Updated estimates, newly negotiated rates and contracts as well as expense reductions are included in new projections.

# Resolution of deficit before the use of HR Sales Tax

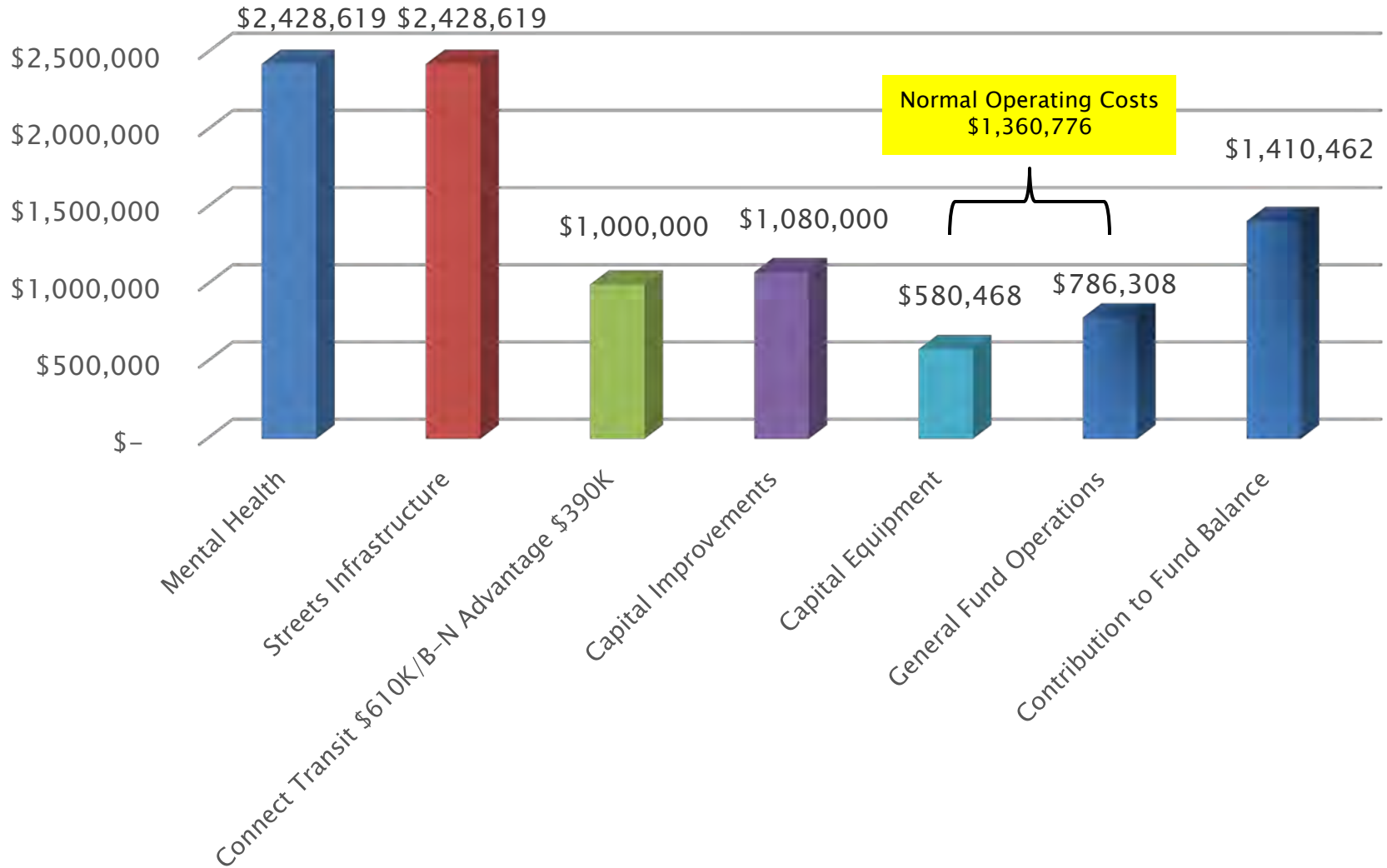
\$7,398,020	FY17 Deficit
(5,137,229)	Reductions in Expenditures
<u>(1,162,632)</u>	Positive Revenue Projections
1,098,159	Remaining Deficit

# Breakdown of Expense

Amount	Expense
1,948,253	Salaries & Benefits
1,555,671	Fuel, Utility, Materials
974,120	Pension
877,340	Bad debt
248,705	Professional Development
(466,860)	Other
<u>5,137,229</u>	

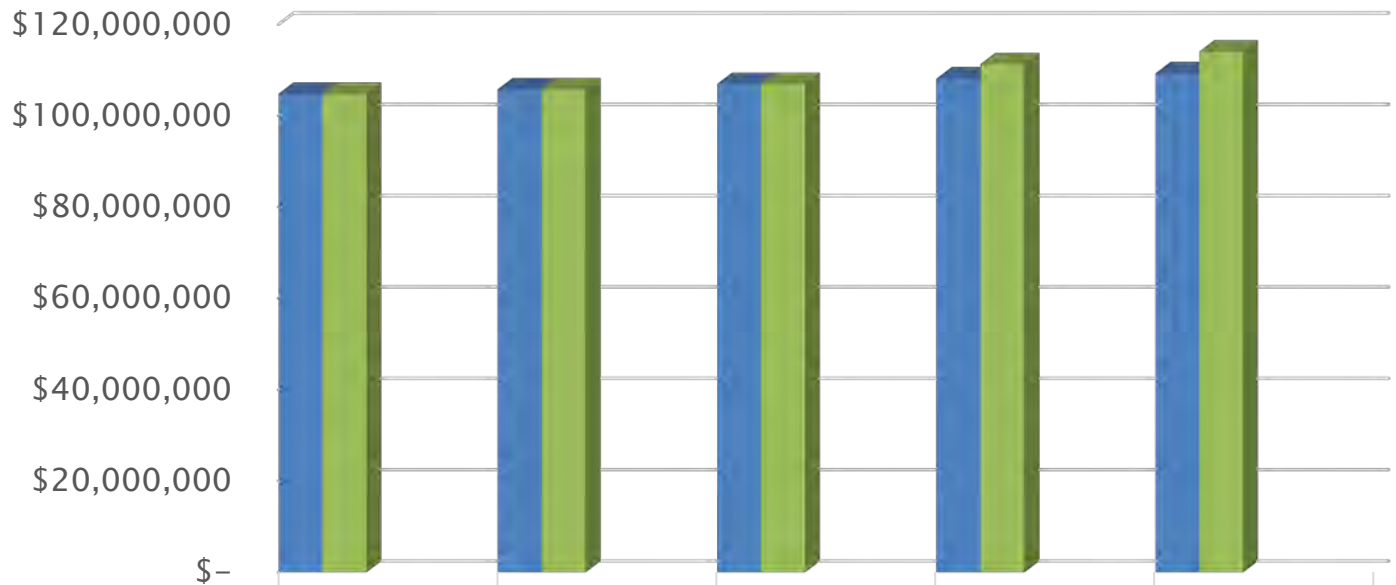
Where did the Home  
Rule Sales Tax  
money go?

# 1% Home Rule Sales Tax Allocation – \$9.7M



**Do we still have a  
structural deficit?**

# General Fund 5 Year Projection



	FY 2017*	FY 2018*	FY 2019*	FY 2020	FY 2021
■ Revenues	\$104,794,506	\$105,796,540	\$106,939,482	\$108,101,613	\$109,283,356
■ Expenditures	\$104,794,506	\$105,796,540	\$106,939,482	\$111,262,573	\$114,036,704
Favorable/(Unfavorable)	\$-	\$-	\$-	\$(3,160,960)	\$(4,753,348)
Unfunded Capital Improvements	\$-	\$19,190,409	\$5,233,573	\$31,168,821	\$2,637,240
Ending Fund Balance	\$13,485,187	\$14,860,413	\$15,135,620	\$11,974,660	\$7,221,313

- FY2017, FY2018 and FY2019 include contributions to Fund Balance of \$1.4, \$1.3 and \$0.3 million respectively;
- Ending fund balance has been restated to reflect contribution.



# Budget Overview All Funds

Fund	Opening Fund Balance 5-1-16	(1) Proposed Revenues	(1) Proposed Expenditures	(4) Ending Fund Balance 4-30-17	(2) % of Fund Balance
General Fund	\$ 12,074,719	\$ 104,794,506	\$ 104,794,506	\$ 13,485,187	12.87%
Special Revenue Funds	\$ 12,817,087	\$ 8,925,938	\$ 12,594,978	\$ 9,148,047	72.63%
Debt Service Funds	\$ 7,454,124	\$ 6,968,171	\$ 7,306,778	\$ 7,115,517	97.38%
Capital Project Funds	\$ 3,737,573	\$ 14,009,116	\$ 14,280,830	\$ 3,465,858	24.27%
Water	\$ 19,324,424	\$ 15,097,100	\$ 22,842,663	\$ 11,578,862	50.69%
Sewer	\$ 2,737,127	\$ 5,207,291	\$ 6,917,862	\$ 1,026,555	14.84%
Storm Water	\$ 830,183	\$ 2,876,717	\$ 3,273,505	\$ 433,395	13.24%
Solid Waste	\$ 118,261	\$ 7,472,283	\$ 7,472,283	\$ 118,261	1.58%
Golf Courses	\$ 96	\$ 3,176,715	\$ 2,762,715	\$ 414,096	14.99%
US Cellular Coliseum	\$ 97,017	\$ 5,796,519	\$ 5,575,871	\$ 317,665	5.70% <sup>3</sup>
Abraham Lincoln Parking	\$ 86,074	\$ 482,954	\$ 482,954	\$ 86,074	17.82%
Internal Service Funds	\$ 4,032,977	\$ 18,256,722	\$ 18,204,346	\$ 4,085,353	22.44%
JM Scott Trust	\$ 5,374,168	\$ 500,000	\$ 354,028	\$ 5,520,140	1559.24%
Grand Total:	\$ 68,683,831	\$ 193,564,031	\$ 206,863,318	\$ 55,384,544	26.77%

(1) The difference between proposed revenues and expenditures is the planned use of fund balance.

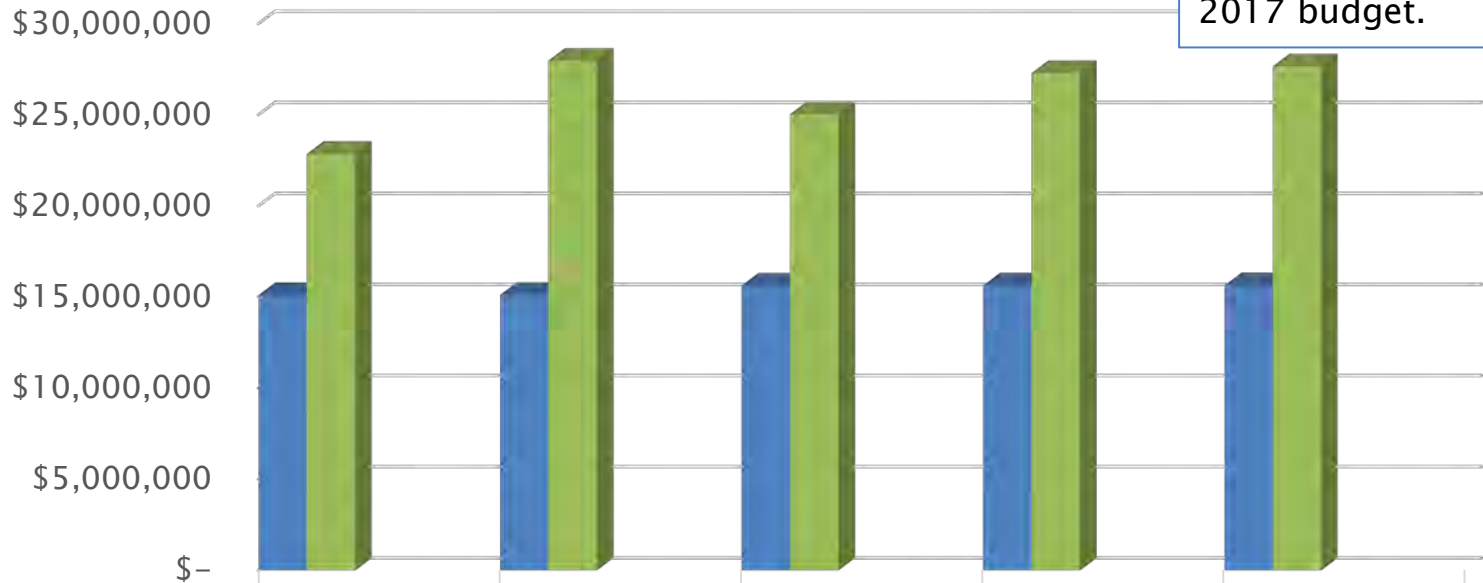
(2) A healthy fund balance should be between 10- 15% or two months of annual expenditures.

(3) FY17 is the first year that USCC fund includes operations managed by CIAM.

(4) General Fund ending fund balance is restated to reflect the \$1.4M contribution to fund balance that is budgeted as an expenditure.

# Water Fund 5 Year Projections

The Water Fund has an estimated \$200 million in capital improvement needs. Master planning is included in the FY 2017 budget.

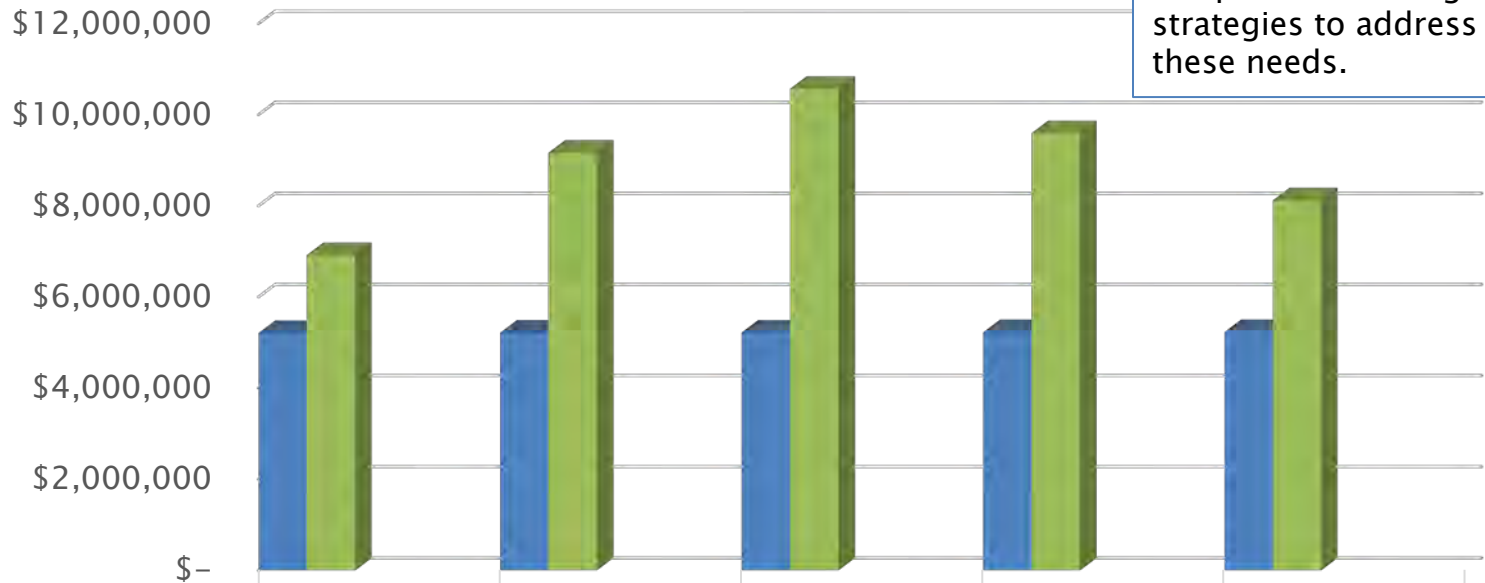


	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Revenues	\$15,097,100	\$15,110,300	\$15,621,300	\$15,626,800	\$15,632,300
Expenditures	\$22,842,663	\$27,961,769	\$25,020,521	\$27,277,609	\$27,648,014
Favorable/(Unfavorable)	\$(7,745,563)	\$(12,851,469)	\$(9,399,221)	\$(11,650,809)	\$(12,015,714)
Unfunded Capital	\$-	\$3,539,152	\$9,475,872	\$11,651,633	\$12,016,539
Ending Fund Balance	\$11,578,862	\$2,266,544	\$2,343,195	\$2,344,019	\$2,344,845

\*Fund is drawing down large amounts of fund balance, therefore financing will need to be considered in the near future.

# Sewer Fund 5 Year Projection

The Sewer Fund has \$90 million in capital needs as outlined in the Adopted Master Plan. The Sewer & Storm Water rate study will provide funding strategies to address these needs.

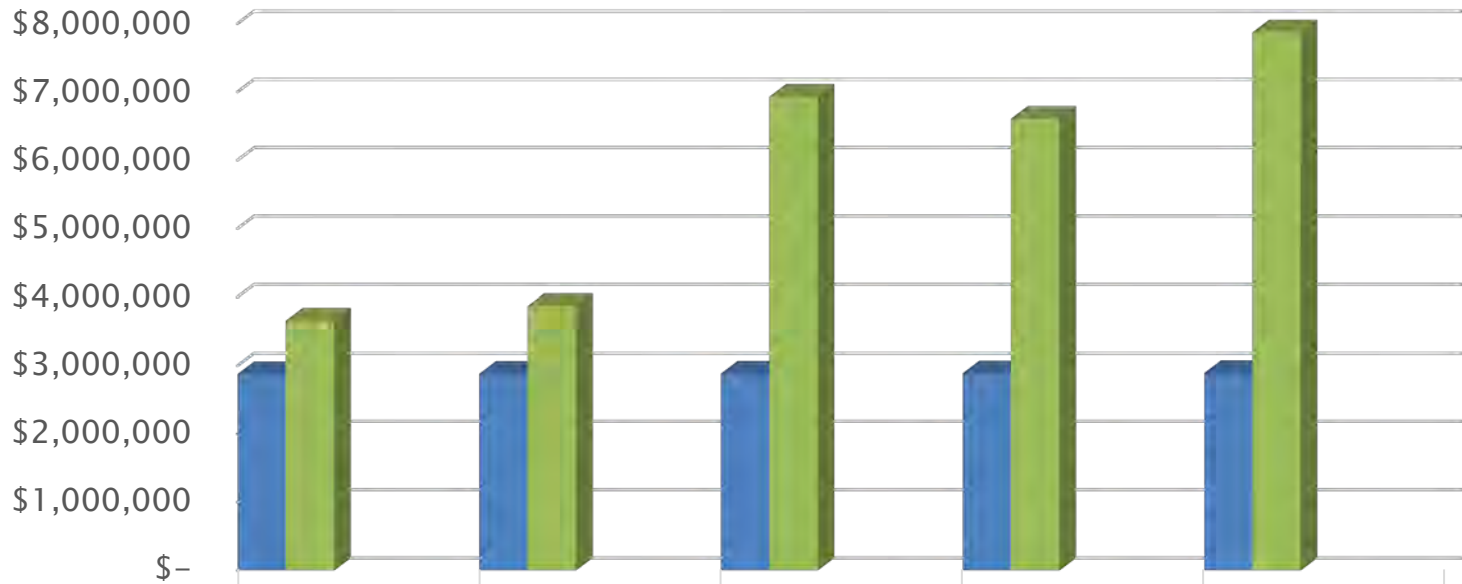


	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Revenues	\$5,207,291	\$5,212,886	\$5,218,648	\$5,224,585	\$5,230,698
Expenditures	\$6,917,862	\$9,163,061	\$10,566,224	\$9,594,521	\$8,118,526
Favorable/(Unfavorable)	\$(1,710,572)	\$(3,950,175)	\$(5,347,576)	\$(4,369,936)	\$(2,887,828)
Unfunded Capital*	\$-	\$3,710,000	\$5,348,993	\$4,369,936	\$2,887,828
Ending Fund Balance	\$1,026,555	\$786,380	\$787,797	\$787,797	\$787,797

\*Sewer fund is drawing down fund balance to pay for capital needs. Based on current rate structure, only one year of capital is funded.

# Storm Water Fund 5 Year Projections

The Storm Water Fund has \$44 million in capital needs as outlined in the Adopted Master Plan. The Sewer & Storm Water rate study will provide funding strategies to address these needs.

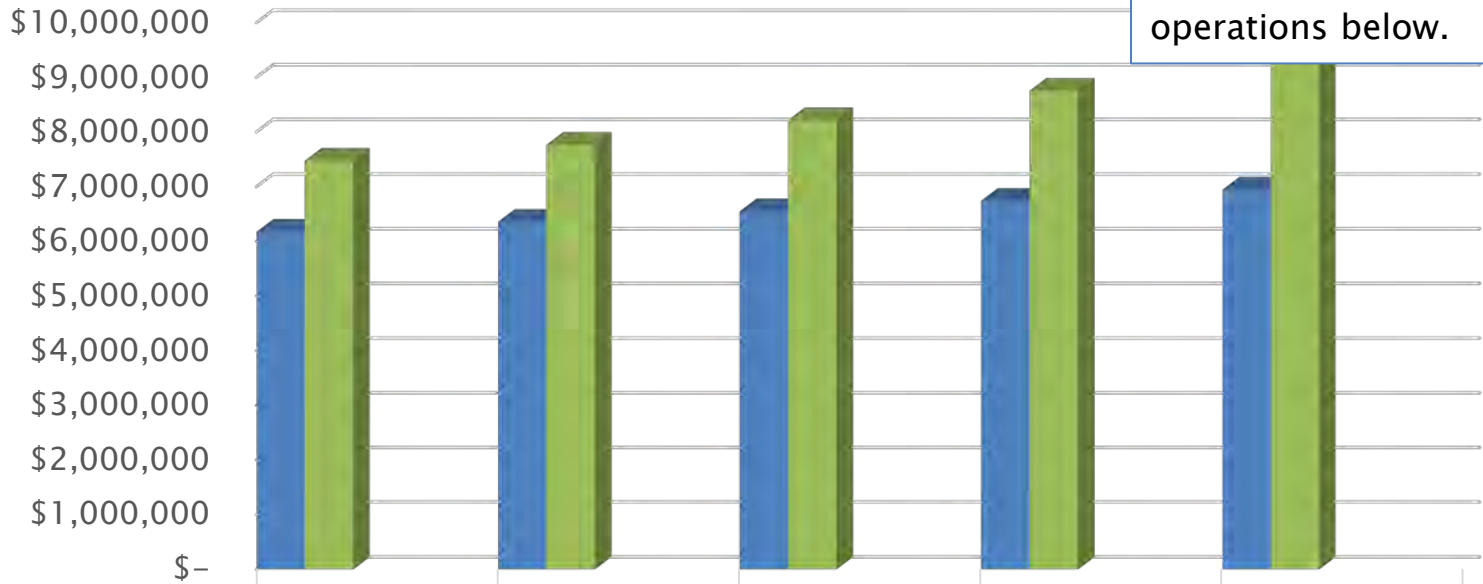


	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Revenues	\$2,876,717	\$2,880,404	\$2,884,202	\$2,888,113	\$2,892,143
Expenditures	\$3,658,505	\$3,868,933	\$6,928,012	\$6,606,707	\$7,870,304
Favorable/(Unfavorable)	\$(781,788)	\$(988,529)	\$(4,043,810)	\$(3,718,594)	\$(4,978,161)
Unfunded Capital*	\$385,000	\$987,194	\$4,044,381	\$3,719,181	\$4,978,700
Ending Fund Balance	\$433,395	\$432,060	\$432,631	\$433,218	\$433,757

\*Storm Water is drawing down fund balance to pay for capital needs. Based on current rate structure, only a partial year of capital is funded.

# Solid Waste 5 Year Projection

The Solid Waste Fund's capital needs are limited to equipment, vehicles and refuse carts. The rolling stock of these items are included in the operations below.



	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Revenues	\$6,171,000	\$6,356,053	\$6,546,658	\$6,742,982	\$6,945,194
Expenditures	\$7,472,283	\$7,763,055	\$8,212,941	\$8,752,581	\$9,364,883
Favorable/(Unfavorable)	\$(1,301,283)	\$(1,407,002)	\$(1,666,283)	\$(2,009,599)	\$(2,419,689)
General Fund Transfer	\$1,301,283	\$1,407,002	\$1,666,283	\$2,009,599	\$2,419,689
Ending Fund Balance	\$118,261	\$118,261	\$118,261	\$118,261	\$118,261

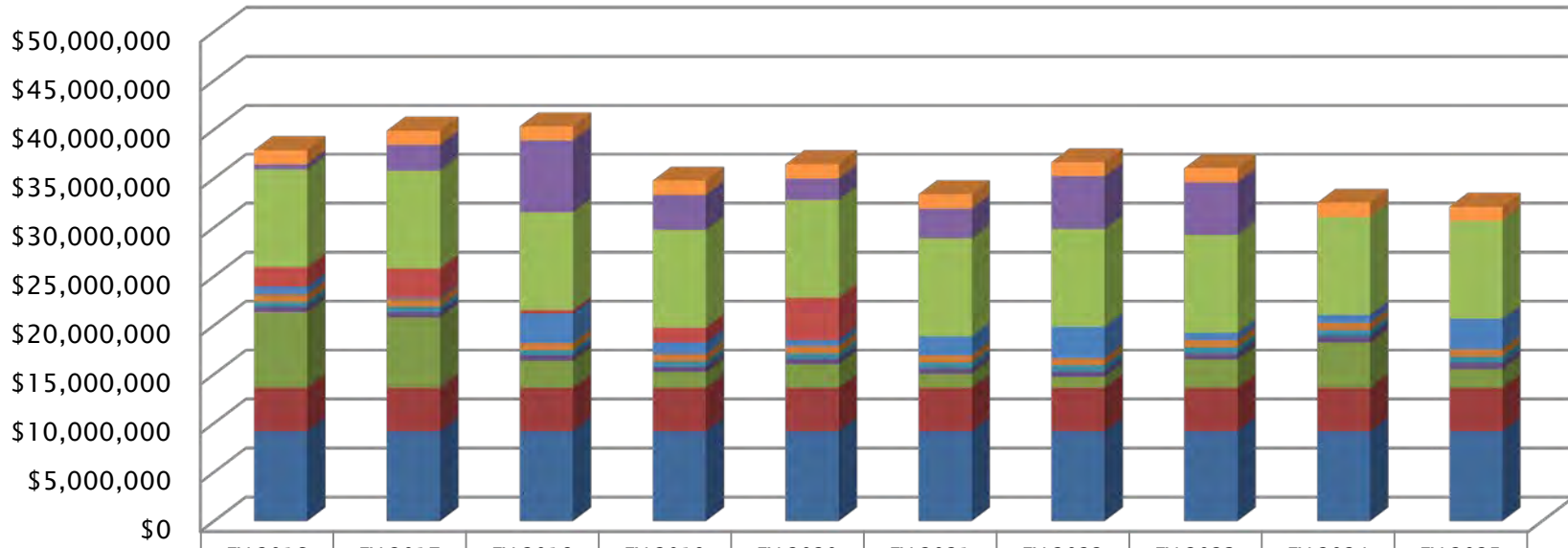


# Appendix



# City Wide Detailed Information

# Infrastructure Needs by Master Plan



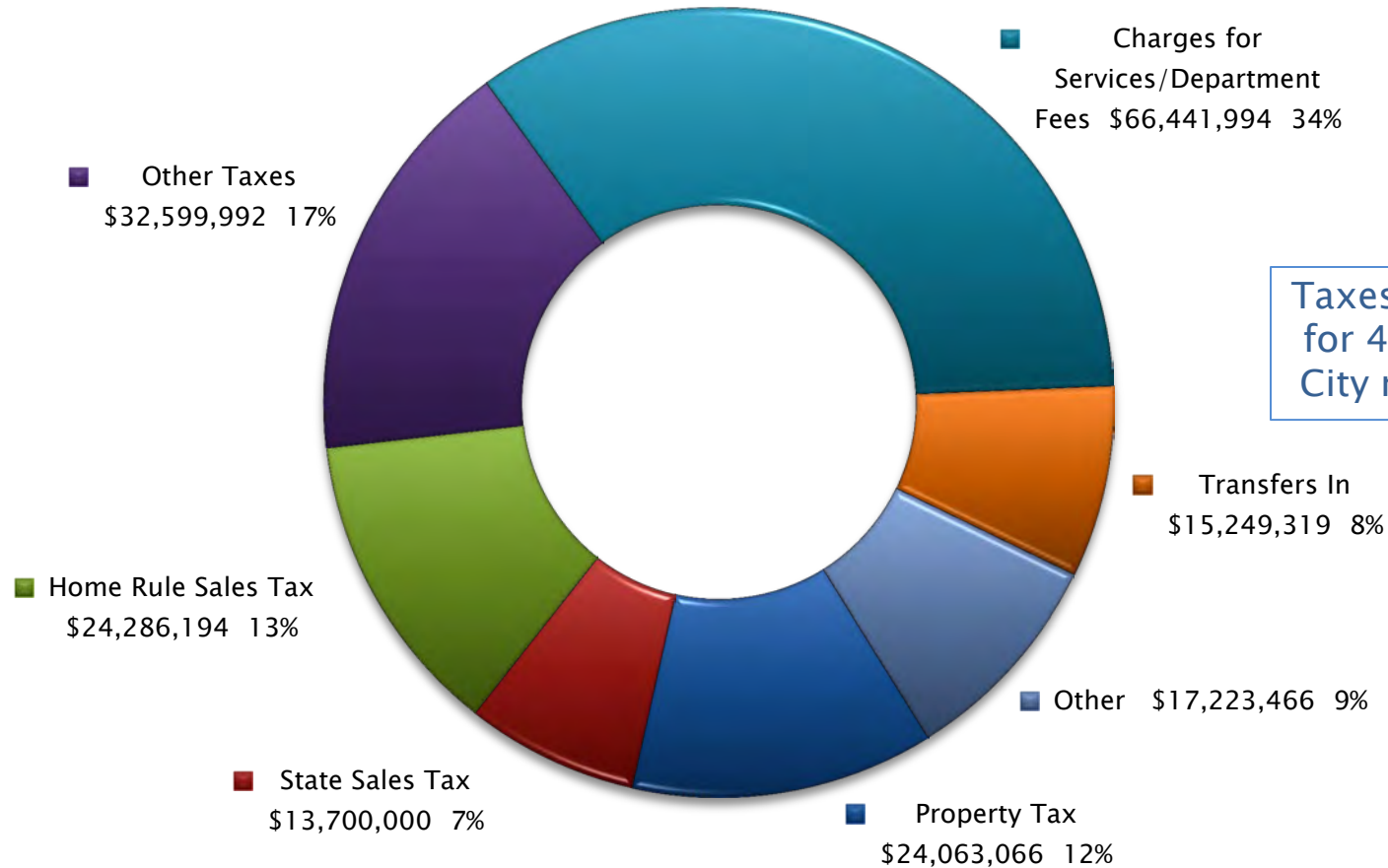
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Totals	\$38,217,252	\$40,217,783	\$40,620,982	\$35,073,769	\$36,742,558	\$33,653,283	\$36,916,312	\$36,283,777	\$32,729,951	\$32,309,058
Bicycle Master Plan	\$1,452,600	\$1,452,600	\$1,452,600	\$1,452,600	\$1,452,600	\$1,452,600	\$1,452,600	\$1,452,600	\$1,452,600	\$1,452,600
Parks Master Plan	\$520,000	\$2,650,000	\$7,325,000	\$3,575,000	\$2,185,000	\$3,055,000	\$5,375,000	\$5,375,000	\$0	\$0
Deferred Street Maintenance (Fair+ Rating)	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Fire Master Plan (5 Bugles)	\$2,000,000	\$3,000,000	\$350,000	\$1,500,000	\$4,300,000	\$0	\$0	\$0	\$0	\$0
Zoo Master Plan	\$800,000	\$175,000	\$3,000,000	\$1,200,000	\$650,000	\$1,950,000	\$3,200,000	\$750,000	\$825,000	\$3,100,000
ADA Compliant Ramps	\$744,000	\$744,000	\$744,000	\$744,000	\$744,000	\$744,000	\$744,000	\$744,000	\$744,000	\$744,000
Sidewalk Master Plan	\$521,583	\$515,570	\$543,866	\$537,102	\$554,250	\$571,822	\$589,831	\$608,291	\$627,215	\$646,616
Downtown Streetscape Master Plan	\$521,583	\$515,570	\$543,866	\$537,102	\$554,250	\$571,822	\$589,831	\$608,291	\$627,215	\$646,616
Facilities Master Plan (F&G)	\$7,715,969	\$7,217,513	\$2,742,416	\$1,601,967	\$2,393,608	\$1,416,761	\$1,091,781	\$2,890,786	\$4,618,036	\$1,902,742
Storm Water Master Plan	\$4,448,800	\$4,448,800	\$4,448,800	\$4,448,800	\$4,448,800	\$4,448,800	\$4,448,800	\$4,448,800	\$4,448,800	\$4,448,800
Sanitary Sewer Master Plan	\$9,164,300	\$9,164,300	\$9,164,300	\$9,164,300	\$9,164,300	\$9,164,300	\$9,164,300	\$9,164,300	\$9,164,300	\$9,164,300

**Total 10 year costs by Master Plan are \$363 million. This does not include other forthcoming plans for Water or Streets.**



# Total Revenues by Major Category

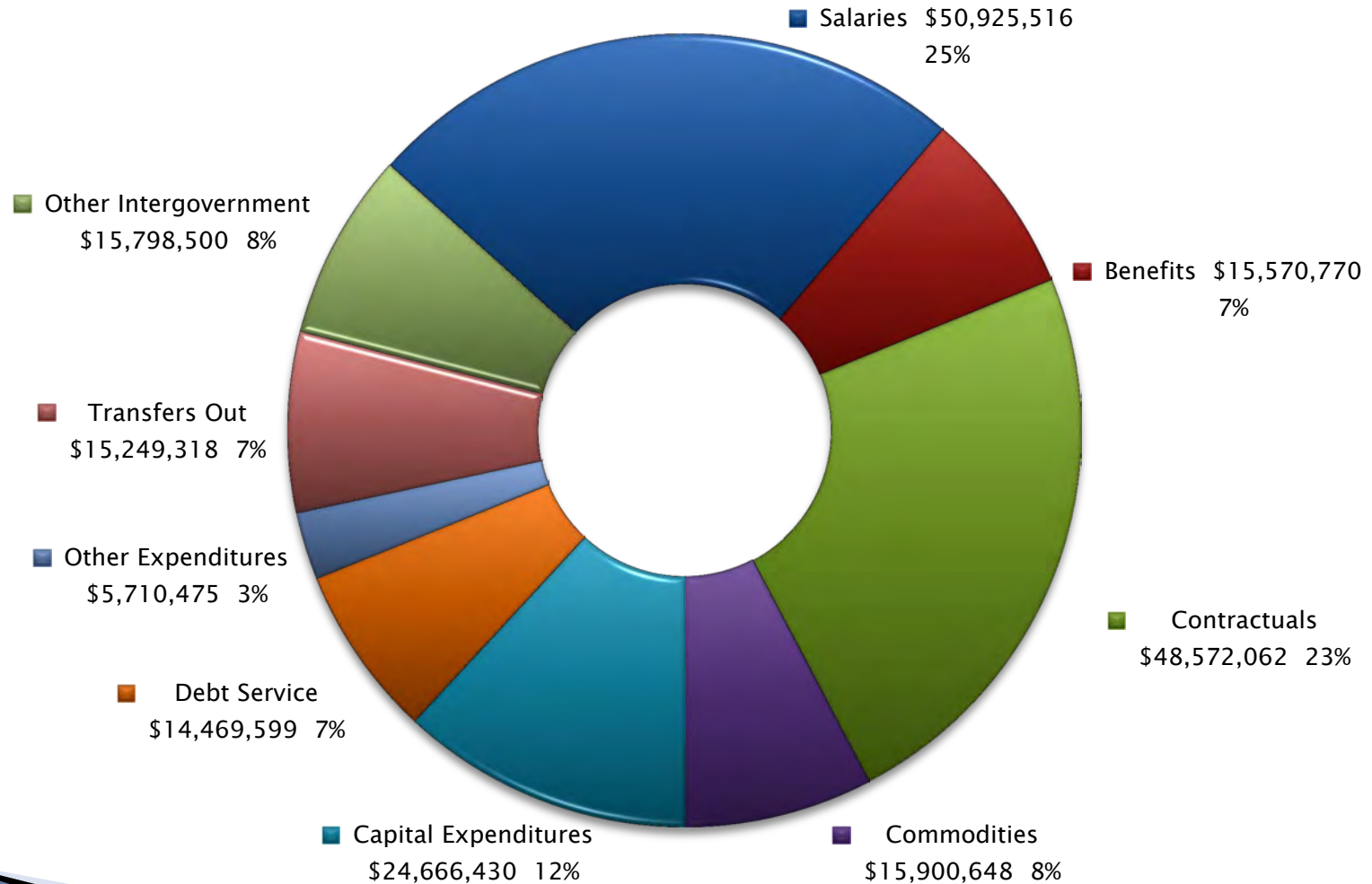
## \$193,564,031



\*\*Transfers in represent transfers between funds for funding or accounting purposes.

# City Expenditures by Category

## \$206,863,318



# City Wide Expenditures by Function

Category	Adopted FY16	Proposed FY17	\$ Difference	% Difference
<i>Salaries</i>	49,233,673	50,925,516	1,691,843	3.43%
<i>Benefits</i>	15,124,670	15,570,770	446,100	2.95%
<i>Contractuals</i>	42,008,193	48,572,062	13,041,393	36.70%
<i>Commodities</i>	16,276,383	15,900,648	(375,735)	-2.31%
<i>Capital Expenditures</i>	20,181,505	24,666,430	4,484,925	22.22%
<i>Principal</i>	13,294,164	11,344,490	1,949,674	-14.67%
<i>Interest</i>	3,231,711	3,125,109	(106,602)	-3.30%
<i>Intergovernmental</i>	11,886,040	15,798,500	3,912,460	32.92%
<i>Other Expenditures</i>	4,433,031	5,710,475	(5,200,080)	-47.66%
<i>Transfers Out</i>	10,633,100	15,249,318	4,616,218	43.41%
<b>Total All Funds:</b>	<b>186,302,469</b>	<b>206,863,318</b>	<b>20,560,849</b>	<b>11.04%</b>



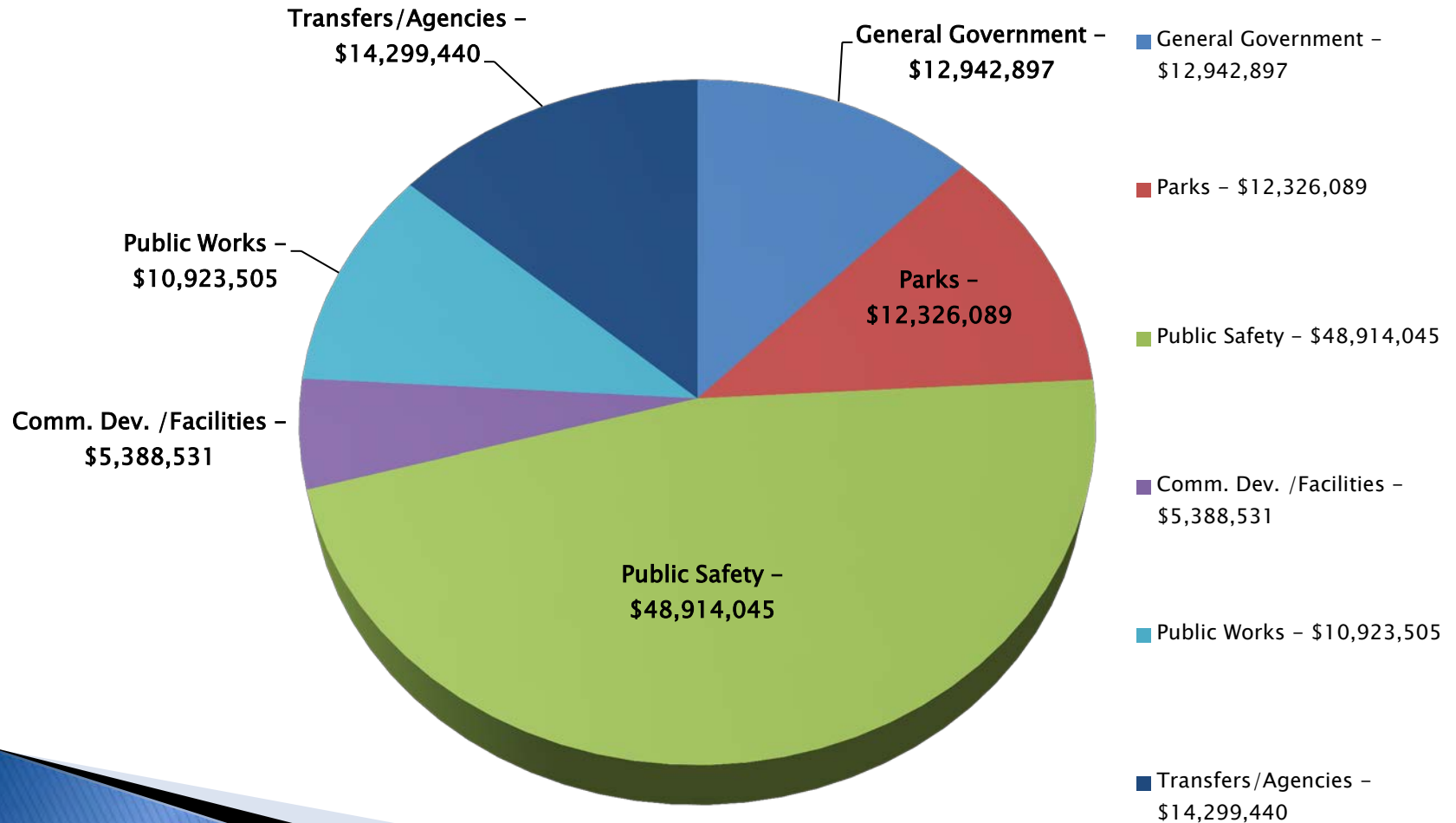
# General Fund Information

# General Fund Current/5 Year Projection

Function/Category	Adopted FY16 Budget*	Revised FY16 Budget*	Projected FY16 Budget*	Proposed FY17 Budget	Proposed FY18 Budget	Proposed FY19 Budget	Proposed FY20 Budget	Proposed FY21 Budget
Use of Fund Balance	\$ 793,382	\$ 1,176,204	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes	\$ 75,482,975	\$ 75,482,975	\$ 79,430,063	\$ 86,454,247	\$ 87,203,947	\$ 88,055,103	\$ 88,918,785	\$ 89,795,203
Licenses	\$ 364,900	\$ 364,900	\$ 378,917	\$ 359,750	\$ 363,348	\$ 366,981	\$ 370,652	\$ 374,358
Permits	\$ 801,914	\$ 801,914	\$ 802,314	\$ 792,851	\$ 801,766	\$ 810,800	\$ 819,956	\$ 829,234
Intergov Revenue	\$ 333,514	\$ 355,067	\$ 408,747	\$ 368,471	\$ 375,261	\$ 382,214	\$ 389,365	\$ 396,719
Charges for Services	\$ 12,901,097	\$ 12,901,097	\$ 12,143,364	\$ 12,996,635	\$ 13,208,158	\$ 13,402,686	\$ 13,601,318	\$ 13,804,158
Fines & Forfeitures	\$ 984,550	\$ 984,550	\$ 861,679	\$ 855,400	\$ 863,954	\$ 872,593	\$ 881,318	\$ 890,132
Investment Income	\$ 61,100	\$ 61,100	\$ 81,437	\$ 76,225	\$ 77,388	\$ 77,551	\$ 77,717	\$ 77,883
Misc Revenue	\$ 1,006,093	\$ 1,033,070	\$ 958,834	\$ 976,682	\$ 988,688	\$ 1,001,022	\$ 1,013,778	\$ 1,027,010
Sales of Assets	\$ 4,000	\$ 4,000	\$ 30,826	\$ 18,000	\$ 18,180	\$ 18,362	\$ 18,545	\$ 18,731
Transfers In	\$ 1,820,256	\$ 1,820,256	\$ 1,820,256	\$ 1,896,246	\$ 1,895,850	\$ 1,952,170	\$ 2,010,179	\$ 2,069,928
<b>Total Revenues:</b>	<b>\$ 94,553,780</b>	<b>\$ 94,985,133</b>	<b>\$ 96,916,436</b>	<b>\$ 104,794,506</b>	<b>\$ 105,796,540</b>	<b>\$ 106,939,482</b>	<b>\$ 108,101,613</b>	<b>\$ 109,283,356</b>
Salaries	\$ 37,612,061	\$ 37,589,877	\$ 36,950,883	\$ 37,817,642	\$ 38,954,343	\$ 40,121,630	\$ 41,323,929	\$ 42,562,296
Benefits	\$ 10,650,810	\$ 10,650,810	\$ 10,365,029	\$ 10,806,508	\$ 11,460,755	\$ 12,156,924	\$ 12,903,716	\$ 13,777,875
Contractuals	\$ 12,473,497	\$ 12,439,695	\$ 12,766,995	\$ 13,116,302	\$ 13,296,516	\$ 13,615,513	\$ 14,009,110	\$ 14,494,830
Commodities	\$ 8,435,628	\$ 8,473,064	\$ 7,836,536	\$ 7,759,685	\$ 7,582,465	\$ 7,736,146	\$ 7,851,654	\$ 8,101,200
Capital Expenditures	\$ -	\$ 60,838	\$ 60,839	\$ -	\$ -	\$ -	\$ -	\$ -
Principal	\$ 2,017,141	\$ 2,017,141	\$ 1,923,030	\$ 2,479,540	\$ 2,537,088	\$ 2,970,615	\$ 3,294,185	\$ 3,138,659
Interest	\$ 191,226	\$ 191,226	\$ 158,461	\$ 296,726	\$ 376,167	\$ 374,682	\$ 344,333	\$ 285,736
Other Intergovernmental	\$ 11,678,845	\$ 11,698,845	\$ 12,236,505	\$ 15,718,549	\$ 16,014,219	\$ 16,233,806	\$ 16,852,849	\$ 17,099,926
Other Expenditures	\$ 3,701,745	\$ 3,737,987	\$ 3,263,289	\$ 3,251,696	\$ 3,318,280	\$ 3,386,565	\$ 3,423,636	\$ 3,498,636
<b>Contribution to Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,196,592</b>	<b>\$ 1,410,462</b>	<b>\$ 1,375,226</b>	<b>\$ 275,207</b>	<b>\$ -</b>	<b>\$ -</b>
Transfers Out	\$ 7,792,828	\$ 8,125,650	\$ 10,158,277	\$ 12,137,396	\$ 10,881,480	\$ 10,068,395	\$ 11,259,162	\$ 11,077,545
<b>Total Expenditures:</b>	<b>\$ 94,553,780</b>	<b>\$ 94,985,133</b>	<b>\$ 96,916,436</b>	<b>\$ 104,794,506</b>	<b>\$ 105,796,539</b>	<b>\$ 106,939,482</b>	<b>\$ 111,262,573</b>	<b>\$ 114,036,704</b>
<b>Operations: Favorable/(Unfavorable) \$</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ (3,160,959)</b>	<b>\$ (4,753,347)</b>

\*The only difference between the Adopted and Revised budget are budget transfers needed throughout the year. Any transfers that increase spending must be approved by the City Council. The Projected budget reports how operations are doing against budget and attempts to project how the year's operations will end.

# General Fund 2017 Proposed Expenditures by Function



# FY 2017 Proposed General Fund Capital Projects

Capital Improvement Fund/General Fund	Proposed FY 2017
<b>Fire Capital Improvement Projects</b>	
Fire Station #3 Kitchen Renovation	\$ 65,000
Fire Station Alerting Systems (Five Bugles Report)	\$ 300,000
Fire Station #3 Architectural Fees (Five Bugles Report)	\$ 330,000
<b>Facilities Capital Improvement Projects</b>	
Major Facility Repairs	\$ 250,000
City Hall Annex Demolition	\$ 350,000
Downtown Wayfinding Signage	\$ 75,000
City Hall Safety Improvements	\$ 180,000
Police Administration Window Repairs	\$ 325,000
Operations Evaluation Study	\$ 120,000
Downtown Parking Evaluation	\$ 100,000
<b>Parking Capital Improvement Projects</b>	
Market Street Garage Improvements	\$ 250,000
<b>Police Capital Improvement Projects</b>	
Indoor Firing Range Final Restoration and Maintenance Including Restrooms	\$ 200,000



# FY 2017 Proposed General Fund Capital Projects

Capital Improvement Fund/General Fund	Proposed FY 2017
<b>Public Works Capital Improvement Projects</b>	
Multi-Year Street & Alley Resurface Program	\$ 3,361,549
Multi-Year ADA Sidewalk Ramp Replacement Program	\$ 500,000
Multi-Year Sidewalk Repair Program	\$ 463,070
Multi-Year Sidewalk Replacement 50-50 Program	\$ 100,000
Emergency Multi-Year Street, Alley & Sidewalk Repairs	\$ 200,000
FY 2017 Resurfacing-Remaining Portion of 2013 Bond for \$10.0 Million-Street Resurfacing	\$ 271,715
Harvest Point Subdivision Pavement Oversizing Construction	\$ 14,000
Washington Street Realignment: Euclid - Brown - Feasibility Study	\$ 40,000
The Grove on Kickapoo Creek Subdivision Pavement Oversizing	\$ 200,000



# FY 2017 Proposed General Fund Capital Projects

<b>Parks Capital Improvement Projects</b>	
O'Neil Park Aquatic Center & Lincoln Leisure Center Evaluation	\$ 100,000
Miller Park Pavilion & LLC - Replace Smoke and Burglar Alarms	\$ 35,000
Route 66 Trail Normal to Towanda - Construction 2nd Half	\$ 45,000
Route 66 Trail Towanda North 2.4 Miles - Design	\$ 600
Route 66 Trail Towanda North 2.4 Miles - Construction	\$ 44,000
Route 66 Trail Shirley South - Design	\$ 400
Route 66 Trail Shirley South - Construction	\$ 35,000
Downtown Bike rack & bench project	\$ 25,500
BCPA Tuckpointing and Masonry Repairs	\$ 120,000
BCPA Replace Trane Chiller, HVAC, Water Pumps, Carpet, Hot Water Heater	\$ 10,150
<b>FY 2017 General Fund Proposed Total :</b>	<b>\$ 8,110,985</b>

# FY 2017 General Fund Capital Equipment & Vehicles

Department	Item	Amount
Police	2006 Chevrolet Impala	\$ 36,605
Police	2011 Chevrolet Impala	\$ 35,535
Police	2011 Chevrolet Impala	\$ 35,535
Police	2011 Chevrolet Impala	\$ 36,605
Police	1999 Ford Crown Victoria	\$ 35,535
Police	2000 Ford Crown Victoria	\$ 35,535
Police	2002 Chevrolet Impala	\$ 35,535
Police	2005 Chevrolet Tahoe	\$ 35,535
Police	2002 Chevrolet Impala	\$ 35,535
Police	2005 GMC Yukon XL	\$ 38,830
Police	Body Worn Cameras	\$ 600,000
Police	1996 Kawasaki Mule	\$ 17,510
<b>Police Department total:</b>		<b>\$ 978,294</b>
Fire	1998 Pierce Arrow Pumper	\$ 721,000
Fire	2000 Dash Pumper	\$ 721,000
Fire	2007 Ford Expedition XLT 4X4	\$ 34,711
Fire	2007 Ford Expedition XLT 4X4	\$ 39,655
Fire	2006 Ford E340 Ambulance	\$ 238,960
Fire	FY 2017 Cardiac Monitor/Debrillators	\$ 28,000
Fire	FY 2017 Stryker Power-PRO XT Cot Replacement	\$ 22,000
Fire	Multi-Year Outdoor Warning Siren	\$ 40,000
Fire	FY 2017 IV Administration Pumps (8)	\$ 32,000
<b>Fire Department total:</b>		<b>\$ 1,877,326</b>

# FY 2017 General Fund Capital Equipment & Vehicles

Department	Item	Amount
Information Services	Parks & Recreation Registration Software	\$ 40,000
Information Services	Agenda Management Software	\$ 30,000
Information Services	Records Management Software	\$ 50,000
Information Services	Network Equipment Replacement	\$ 100,000
Information Services	Network Storage and Server Equipment Related to Body-Worn Cameras	\$ 50,000
Information Services	Fixed asset replacements include servers, larger printers, large format scanners, the City's firewall, network hardware, data storage devices, software, etc.	\$ 175,000
Information Services	Continued Video Conference implementation at Fire	\$ 100,000
<b>Information Services total:</b>		<b>\$ 545,000</b>
Code Enforcment	Car for New Inspector Position	\$ 19,000
<b>Code Enforcement total:</b>		<b>\$ 19,000</b>
Building Safety	2002 GMC Sonoma	\$ 25,887
<b>Building Safety total:</b>		<b>\$ 25,887</b>
Facilities	Utility Truck	\$ 60,000
<b>Facilities total:</b>		<b>\$ 60,000</b>

# FY 2017 General Fund Capital Equipment & Vehicles

Department	Item	Amount
Parks	1999 Ford F250	\$ 46,350
Parks	2002 Chevrolet 2500	\$ 31,930
Parks	1993 IH4900	\$ 200,850
Parks	Unit 781 - 6' Upfront Mower	\$ 15,000
Parks	Unit 782 - 6' Upfront Mower	\$ 15,000
Parks	Unit 783 - 6' Upfront Mower	\$ 15,000
Parks	Unit 748 - Wide Area Mower	\$ 70,000
Parks	Unit 799 - Jacobsen 5111	\$ 50,000
Parks	Unit 730 - Chipper	\$ 45,000
Parks	New - Gang Mower for 761	\$ 20,000
Parks	New - Tip Trailer Used with Unit 715	\$ 10,000
<b>Parks total:</b>		<b>\$ 519,130</b>
Public Works Administration	Starcom 21 Equipment/Installation	\$ 302,833
Public Works Administration	Three (3) Year Comprehensive Equipment Coverage	\$ 23,597
Public Works Administration	Three (3) Year Prepaid Network Airtime (Starcom 21	\$ 111,384
<b>Public Works Administration total:</b>		<b>\$ 437,814</b>
Engineering	2005 Dodge Dakota	\$ 23,690
<b>Engineering total:</b>		<b>\$ 23,690</b>
Street Maintenance	2017 1 Ton Dump Truck	\$ 50,923
Street Maintenance	2017 1 Ton Dump Truck	\$ 50,923
<b>Street Maintenance total:</b>		<b>\$ 101,846</b>
Fleet Management	Replace Shop Pressure Washer	\$ 7,416
Fleet Management	New 14,000 lbs 4 Post Vehicle Lift	\$ 12,875
<b>Fleet Management total:</b>		<b>\$ 20,291</b>
<b>General Fund total :</b>		<b>\$ 4,608,278</b>

# Water Fund Current/5 Year Projection

Function/Category	Adopted FY16 Budget*	Revised FY16 Budget*	Projected FY16 Budget*	Proposed FY17 Budget	Proposed FY18 Budget	Proposed FY19 Budget	Proposed FY20 Budget	Proposed FY21 Budget
Licenses	\$ 38,000	\$ 38,000	\$ 38,000	\$ 42,000	\$ 45,000	\$ 46,000	\$ 46,500	\$ 47,000
Intergov Revenue	\$ -	\$ -	\$ 739	\$ -	\$ -	\$ -	\$ -	\$ -
Charges for Services	\$ 15,968,000	\$ 15,968,000	\$ 14,954,410	\$ 14,449,500	\$ 14,454,700	\$ 14,964,700	\$ 14,969,700	\$ 14,974,700
Fines & Forfeitures	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Investment Income	\$ 86,000	\$ 86,000	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600	\$ 75,600
Misc Revenue	\$ 201,250	\$ 201,250	\$ 145,885	\$ 180,000	\$ 185,000	\$ 185,000	\$ 185,000	\$ 185,000
Sale of Capital Assets	\$ -	\$ -	\$ 6,551	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues:</b>	<b>\$ 16,643,250</b>	<b>\$ 16,643,250</b>	<b>\$ 15,571,185</b>	<b>\$ 15,097,100</b>	<b>\$ 15,110,300</b>	<b>\$ 15,621,300</b>	<b>\$ 15,626,800</b>	<b>\$ 15,632,300</b>
Salaries	\$ 3,773,299	\$ 3,773,299	\$ 3,592,950	\$ 3,812,753	\$ 3,927,136	\$ 4,044,950	\$ 4,166,298	\$ 4,291,287
Benefits	\$ 1,457,090	\$ 1,457,090	\$ 1,448,407	\$ 1,497,846	\$ 1,572,435	\$ 1,651,508	\$ 1,735,369	\$ 1,824,341
Contractuals	\$ 5,985,355	\$ 5,755,297	\$ 5,779,008	\$ 7,681,463	\$ 8,542,334	\$ 7,768,914	\$ 8,137,238	\$ 7,996,102
Commodities	\$ 4,594,818	\$ 4,594,818	\$ 4,335,651	\$ 4,646,000	\$ 4,749,340	\$ 4,773,404	\$ 4,839,393	\$ 4,879,438
Capital Expenditures	\$ 5,050,000	\$ 5,280,058	\$ 4,218,256	\$ 3,445,000	\$ 3,770,848	\$ (4,665,872)	\$ (5,291,633)	\$ (5,406,539)
Principal Expense	\$ 1,172,849	\$ 1,172,849	\$ 1,080,942	\$ 832,098	\$ 921,892	\$ 1,022,628	\$ 1,087,711	\$ 1,093,000
Interest Expense	\$ 181,650	\$ 181,650	\$ 171,981	\$ 181,248	\$ 170,310	\$ 158,067	\$ 137,140	\$ 115,272
Other Expenditures	\$ 10,700	\$ 10,700	\$ 8,219	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700	\$ 10,700
Transfer Out	\$ 739,193	\$ 739,193	\$ 739,193	\$ 735,555	\$ 757,621	\$ 780,350	\$ 803,761	\$ 827,873
<b>Total Expenditures:</b>	<b>\$ 22,964,954</b>	<b>\$ 22,964,954</b>	<b>\$ 21,374,608</b>	<b>\$ 22,842,663</b>	<b>\$ 24,422,617</b>	<b>\$ 15,544,649</b>	<b>\$ 15,625,976</b>	<b>\$ 15,631,475</b>
<b>Operations: Favorable/(Unfavorable)</b>	<b>\$ (6,321,704)</b>	<b>\$ (6,321,704)</b>	<b>\$ (5,803,422)</b>	<b>\$ (7,745,563)</b>	<b>\$ (9,312,317)</b>	<b>\$ 76,651</b>	<b>\$ 824</b>	<b>\$ 825</b>

\*The only difference between the Adopted and Revised budget are budget transfers needed throughout the year. Any transfers that increase spending must be approved by the City Council. The Projected budget reports how operations are doing against budget and attempts to project how the year's operations will end.

# FY 2017 Proposed Water Fund Capital Projects

Water Fund	Proposed FY 2017
Multi-Year Outside Consultant Civil Engineering Services	\$ 285,000
Multi-Year Compound Meter Upgrades	\$ 200,000
Multi-Year Reservoir Shoreline / Stream Erosion Control Improvements	\$ 200,000
SCADA Master Plan - Study / Design	\$ 300,000
Parkview Drive, Fleetwood, and Mays Drive Water Main - Design	\$ 50,000
Replacement of Caulking at Lake Bloomington - Design	\$ 25,000
WTP Groundwater - Construction	\$ 2,000,000
Cloud from McGregor St to Vale Water Main Replacement - Design	\$ 25,000
Water Treatment Plant & Lake Evergreen Pump Station Arc Flash Study & Field Implementation	\$ 50,000
Division Street Pump Station Improvements - Design	\$ 50,000
Water Treatment Plant Recarbonation Bypass - Design	\$ 25,000
Electrical Conversion of the Evergreen Pump Station - Design	\$ 75,000
Water Department Infrastructure Master Plan	\$ 350,000
Old Water Treatment Plant Roof Replacement	\$ 250,000
Water Treatment Plant Fill Area Reshaping / Grading - Construction	\$ 400,000
Natural Gas Main Replacement to Main Process Building	\$ 135,000
Water Treatment Plant Filter Expansion - Design	\$ 250,000
24" Transmission Main Relocation at Shelbourne Drive (HSR Conflict)	\$ 330,000
Valley Sewer (Maizefield) CSO Elimination Phase 1 Design	\$ 40,000
<b>Total:</b>	<b>\$ 5,040,000</b>

# FY 2017 Proposed Water Fund Capital Equipment & Vehicles

Department	Item	Amount
Water Transmission & Distribution	Leak Detection Equipment	50,000
Water Transmission & Distribution	RF Precision Locating Equipment (JULIE)	50,000
Water Transmission & Distribution	Excavation Shoring Equipment (Hydraulic and Box)	75,000
	<b>Water Transmission &amp; Distribution Fund Total:</b>	<b>175,000</b>
Water Purification	2005 Ford F350	34,891
Water Purification	Stream Sampling / Flow Monitoring Equipment	60,000
Water Purification	Automated Enzyme Linked Immunoassay Analyzer	27,000
Water Purification	Field Instrumentation and Dataloggers	42,000
Water Purification	Gator for Watershed Field Work and Monitoring	28,000
Water Purification	Replacement Turbidimeters for Filters	98,000
Water Purification	Survey Grade GPS Unit	45,000
Water Purification	Replacement Flowmeters for Various Locations in the Water Treatment Plant	50,000
Water Purification	Mini PLC/Controllers to Replace Obsolete Filter Controllers (18)	90,000
Water Purification	Variable Speed Drive - High Service Pump No. 1	70,000
	<b>Water Purification Fund Total:</b>	<b>544,891</b>
Lake Maintenance	Replacement Floating Dock Sections (Lake Park Maint)	50,000
	<b>Lake Maintenance Fund Total:</b>	<b>50,000</b>
	<b>Grand Total for Water Fund:</b>	<b>769,891</b>

# Sewer Fund Current/5 Year Projection

Function/Category	Adopted FY16 Budget*	Revised FY16 Budget*	Projected FY16 Budget*	Proposed FY17 Budget	Proposed FY18 Budget	Proposed FY19 Budget	Proposed FY20 Budget	Proposed FY21 Budget
Charges for Services	\$ 5,265,515	\$ 5,265,515	\$ 5,032,793	\$ 5,033,118	\$ 5,033,488	\$ 5,033,869	\$ 5,034,261	\$ 5,034,665
Fines & Forfeitures	\$ 136,591	\$ 136,591	\$ 136,591	\$ 140,689	\$ 144,910	\$ 149,257	\$ 153,735	\$ 158,347
Investment Income	\$ 7,508	\$ 7,508	\$ 14,165	\$ 7,733	\$ 7,965	\$ 8,204	\$ 8,450	\$ 8,704
Misc Revenue	\$ 25,000	\$ 25,000	\$ 73,453	\$ 25,750	\$ 26,523	\$ 27,318	\$ 28,138	\$ 28,982
<b>Total Revenues:</b>	<b>\$ 5,434,614</b>	<b>\$ 5,434,614</b>	<b>\$ 5,257,002</b>	<b>\$ 5,207,291</b>	<b>\$ 5,212,886</b>	<b>\$ 5,218,648</b>	<b>\$ 5,224,584</b>	<b>\$ 5,230,698</b>
Salaries	\$ 901,340	\$ 901,340	\$ 815,424	\$ 1,005,601	\$ 1,035,769	\$ 1,066,842	\$ 1,098,847	\$ 1,131,813
Benefits	\$ 340,741	\$ 340,741	\$ 304,761	\$ 402,640	\$ 422,844	\$ 444,279	\$ 467,028	\$ 491,183
Contractuals	\$ 1,219,293	\$ 1,219,293	\$ 1,251,604	\$ 1,502,240	\$ 2,192,290	\$ 2,271,705	\$ 2,382,518	\$ 1,849,781
Commodities	\$ 272,693	\$ 272,693	\$ 303,799	\$ 347,718	\$ 338,663	\$ 348,598	\$ 358,831	\$ 369,371
Capital Expenditures	\$ 2,270,000	\$ 2,280,000	\$ 1,750,000	\$ 2,580,000	\$ 375,000	\$ (43,993)	\$ (164,936)	\$ 152,172
Principal	\$ 526,491	\$ 526,491	\$ 520,797	\$ 560,839	\$ 574,710	\$ 616,496	\$ 570,055	\$ 710,036
Interest	\$ 256,220	\$ 256,220	\$ 255,359	\$ 246,943	\$ 234,347	\$ 226,084	\$ 217,004	\$ 222,847
Other Expenditures	\$ 20,000	\$ 10,000	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Transfers Out	\$ 217,027	\$ 217,027	\$ 217,027	\$ 251,881	\$ 259,438	\$ 267,221	\$ 275,237	\$ 283,495
<b>Total Expenditures:</b>	<b>\$ 6,023,805</b>	<b>\$ 6,023,805</b>	<b>\$ 5,418,771</b>	<b>\$ 6,917,862</b>	<b>\$ 5,453,060</b>	<b>\$ 5,217,231</b>	<b>\$ 5,224,585</b>	<b>\$ 5,230,697</b>
<b>Operations: Favorable/(Unfavorable)</b>	<b>\$ (589,191)</b>	<b>\$ (589,191)</b>	<b>\$ (161,769)</b>	<b>\$ (1,710,572)</b>	<b>\$ (240,175)</b>	<b>\$ 1,417</b>	<b>\$ (1)</b>	<b>\$ 0</b>

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# FY 2017 Proposed Sewer Fund Capital Projects

Sewer Fund	Proposed FY 2017
Mutli-Year Sewer and Manhole Lining Program (Sewer & Storm Water Master Plan)	\$ 1,500,000
Multi-Year Sanitary CCTV Evaluations	\$ 200,000
Olive Street Sanitary Sewer (400 East Block)	\$ 160,000
Grove Street Sanitary Sewer (400 East Block)	\$ 160,000
Broadmoor Sanitary Sewer - Footing Drain Survey-Separation	\$ 125,000
Eagle Crest East Pump Station Improvements	\$ 300,000
Fell Avenue Pump Station Improvements-Design	\$ 20,000
The Grove on Kickapoo Creek Subdivision Sewer Oversizing Construction	\$ 500,000
Strawberry Road Sewer Improvements-Design only	\$ 40,000
Sugar Creek Pump Station and Forcemain Improvements-Design only	\$ 50,000
Valley Sewer (Maizefield) CSO Elimination Phase 1 Design & Land	\$ 80,000
<b>Sewer Fund Total:</b>	<b>\$ 3,135,000</b>

# Storm Water Fund Current/5 Year Projection

Function/Category	Adopted FY16 Budget*	Revised FY16 Budget*	Projected FY16 Budget*	Proposed FY17 Budget	Proposed FY18 Budget	Proposed FY19 Budget	Proposed FY20 Budget	Proposed FY21 Budget
Permits	\$ 5,688	\$ 5,688	\$ 5,688	\$ 5,842	\$ 6,017	\$ 6,198	\$ 6,384	\$ 6,575
Intergov Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Charges for Services	\$ 2,903,789	\$ 2,903,789	\$ 2,753,811	\$ 2,753,811	\$ 2,753,811	\$ 2,753,811	\$ 2,753,811	\$ 2,753,811
Fines & Forfeitures	\$ 50,000	\$ 50,000	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964
Investment Income	\$ 1,907	\$ 1,907	\$ 1,907	\$ -	\$ -	\$ -	\$ -	\$ -
Misc Revenue	\$ 63,654	\$ 63,654	\$ 65,293	\$ 65,564	\$ 67,531	\$ 69,556	\$ 71,643	\$ 73,792
<b>Total Revenues:</b>	<b>\$ 3,025,038</b>	<b>\$ 3,025,038</b>	<b>\$ 2,876,699</b>	<b>\$ 2,876,717</b>	<b>\$ 2,880,404</b>	<b>\$ 2,884,202</b>	<b>\$ 2,888,113</b>	<b>\$ 2,892,143</b>
Salaries	\$ 627,842	\$ 627,842	\$ 601,962	\$ 718,714	\$ 740,275	\$ 762,484	\$ 785,358	\$ 808,919
Benefits	\$ 272,604	\$ 272,604	\$ 299,158	\$ 309,465	\$ 325,260	\$ 342,036	\$ 359,853	\$ 378,781
Contractuals	\$ 628,086	\$ 628,086	\$ 631,858	\$ 752,852	\$ 983,426	\$ 932,753	\$ 755,287	\$ 738,547
Commodities	\$ 103,483	\$ 103,483	\$ 207,849	\$ 169,754	\$ 177,499	\$ 182,824	\$ 188,309	\$ 193,958
Capital Expenditures	\$ -	\$ -	\$ -	\$ 125,000	\$ (637,194)	\$ (759,381)	\$ (611,681)	\$ (643,700)
Principal	\$ 741,453	\$ 741,453	\$ 741,453	\$ 803,610	\$ 901,562	\$ 1,033,091	\$ 1,040,314	\$ 1,066,574
Interest	\$ 241,448	\$ 241,448	\$ 241,150	\$ 230,798	\$ 223,301	\$ 217,785	\$ 193,487	\$ 167,228
Other Expenditures	\$ 20,000	\$ 20,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Transfers Out	\$ 156,080	\$ 156,080	\$ 156,080	\$ 143,311	\$ 147,611	\$ 152,039	\$ 156,600	\$ 161,298
<b>Total Expenditures:</b>	<b>\$ 2,790,996</b>	<b>\$ 2,790,996</b>	<b>\$ 2,889,510</b>	<b>\$ 3,273,505</b>	<b>\$ 2,881,739</b>	<b>\$ 2,883,631</b>	<b>\$ 2,887,526</b>	<b>\$ 2,891,604</b>
<b>Operations: Favorable/(Unfavorable)</b>	<b>\$ 234,042</b>	<b>\$ 234,042</b>	<b>\$ (12,812)</b>	<b>\$ (396,788)</b>	<b>\$ (1,335)</b>	<b>\$ 571</b>	<b>\$ 587</b>	<b>\$ 539</b>

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# FY 2017 Proposed Storm Water Capital Projects

Storm Water Fund	Proposed FY 2017
Farm Bureau Detention Basin Improvements	\$ 550,000
Valley Sewer (Maizefield) CSO Elimination Phase 1 Design & Land	\$ 80,000
<b>Storm Water Total:</b>	<b>\$ 630,000</b>

## FY 2017 Proposed Storm Water Fund Capital Equipment & Vehicles

<b>Department</b>	<b>Item</b>	<b>Amount</b>
Storm Water	2003 Elgin Eagle F1692D	260,590
	<b>Storm Water Fund Total:</b>	<b>260,590</b>

# Solid Waste Fund Current/5 Year Projection

Function/Category	Adopted FY16 Budget*	Revised FY16 Budget*	Projected FY16 Budget*	Proposed FY17 Budget	Proposed FY18 Budget	Proposed FY19 Budget	Proposed FY20 Budget	Proposed FY21 Budget
Charges for Services	\$ 5,912,416	\$ 5,912,416	\$ 5,899,306	\$ 6,062,577	\$ 6,244,384	\$ 6,431,645	\$ 6,624,524	\$ 6,823,189
Fines & Forfeitures	\$ 105,070	\$ 105,070	\$ 105,070	\$ 108,222	\$ 111,469	\$ 114,813	\$ 118,258	\$ 121,805
Investment Income	\$ (506)	\$ (506)	\$ (1,000)	\$ -	\$ -	\$ -	\$ -	\$ -
Misc Revenue	\$ 200	\$ 200	\$ -	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Sales of Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer from General Fund	\$ 1,495,913	\$ 1,495,913	\$ 1,495,913	\$ 1,301,283	\$ 1,407,002	\$ 1,666,283	\$ 2,009,599	\$ 2,419,689
<b>Total Revenues:</b>	<b>\$ 7,513,093</b>	<b>\$ 7,513,093</b>	<b>\$ 7,499,289</b>	<b>\$ 7,472,283</b>	<b>\$ 7,763,055</b>	<b>\$ 8,212,941</b>	<b>\$ 8,752,581</b>	<b>\$ 9,364,883</b>
Salaries	\$ 2,769,170	\$ 2,679,587	\$ 2,389,977	\$ 2,357,641	\$ 2,428,370	\$ 2,501,221	\$ 2,576,258	\$ 2,653,546
Benefits	\$ 1,127,274	\$ 1,127,274	\$ 1,011,695	\$ 966,293	\$ 1,013,394	\$ 1,063,326	\$ 1,116,281	\$ 1,172,464
Contractuals	\$ 2,534,468	\$ 2,624,051	\$ 2,441,388	\$ 2,402,076	\$ 2,823,084	\$ 2,915,117	\$ 3,010,131	\$ 3,108,222
Commodities	\$ 361,714	\$ 361,714	\$ 244,354	\$ 263,615	\$ 271,524	\$ 279,670	\$ 288,060	\$ 296,701
Principal	\$ 1,268,160	\$ 1,268,160	\$ 1,198,698	\$ 1,067,844	\$ 749,789	\$ 959,218	\$ 1,239,759	\$ 1,577,487
Interest	\$ 55,422	\$ 55,422	\$ 43,848	\$ 40,890	\$ 91,752	\$ 97,692	\$ 113,496	\$ 135,609
Transfers Out	\$ 337,920	\$ 337,920	\$ 337,920	\$ 373,924	\$ 385,142	\$ 396,696	\$ 408,597	\$ 420,855
<b>Total Expenditures:</b>	<b>\$ 8,454,129</b>	<b>\$ 8,454,129</b>	<b>\$ 7,667,880</b>	<b>\$ 7,472,283</b>	<b>\$ 7,763,055</b>	<b>\$ 8,212,941</b>	<b>\$ 8,752,581</b>	<b>\$ 9,364,883</b>
<b>Operations: Favorable/(Unfavorable)</b>	<b>\$ (941,035)</b>	<b>\$ (941,035)</b>	<b>\$ (168,591)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

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## FY 2017 Proposed Solid Waste Capital Equipment & Vehicles

<b>Department</b>	<b>Item</b>	<b>Amount</b>
Solid Waste	2004 IH 7400	191,221
Solid Waste	2007 Komatsu WA200PT-5	211,150
Solid Waste	2006 JRB	15,450
Solid Waste	2001 JRB	15,450
	<b>Solid Waste Fund Total:</b>	<b>433,271</b>



**CITY OF**  
*Bloomington* ILLINOIS  
**REGULAR AGENDA ITEM NO. 9A**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of an Ordinance and Intergovernmental Agreement amending the Bloomington / Normal / Gibson City / McLean County / Ford County Enterprise Zone to support the relocation and expansion of Destihl Brewery from the City of Bloomington to the Town of Normal.

**RECOMMENDATION/MOTION:** That the Ordinance amending “An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone” As Amended be approved and authorize the Mayor and City Clerk to execute the necessary documents.

**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 & OVERVIEW:** The purpose of the Illinois Enterprise Zone Act is to stimulate economic growth and neighborhood revitalization in economically depressed areas. Businesses located (or that choose to locate) in a designated Enterprise Zone (EZ) can become eligible to obtain special state and local tax incentives, regulatory relief, and improved governmental services, thus providing an economic stimulus to an area that would otherwise be neglected.

In 1984, The City of Bloomington, Town of Normal, and County of McLean jointly partnered to create an EZ over a portion of the west side of the community as part of the attraction package for Diamond Star Motors / Mitsubishi Motors and to support the redevelopment of blighted areas in the West Market Street Corridor. Over the years, the EZ has been extended and expanded multiple times to include additional areas in Bloomington-Normal and Gibson City and has successfully promoted private investment in the City of Bloomington in the downtown, around the Central Illinois Regional Airport, and in the Empire Business Park. The current EZ will expire July 1, 2016. The Bloomington-Normal Economic Development Council (BNEDC) is leading a joint effort to re-apply for a new EZ that could potentially take effect immediately upon the expiration of the current EZ or January 1, 2017.

The BNEDC and the Town of Normal are requesting the expansion of the current EZ to facilitate a proposal by Destihl 3, LLC to invest \$14 million in the construction of a production brewery, retail taproom and restaurant on Greenbriar Road in the North-Land Commercial Subdivision (north of Menards). A complete description of the proposed development is attached.

Staff is supportive of the BNEDC and the Town's request to expand the current EZ as a means to promote economic development in the Bloomington-Normal-McLean County region as the request is consistent with the B-N Advantage Collaborative Economic Development Strategy which was endorsed by the City Council on October 26, 2015.

As the current EZ is set to expire soon, the expansion of the EZ to assist with the proposed Destihl brewery project will permit this economic development tool to be utilized to promote private investment in the community right up to its expiration. Since the boundaries of the proposed new EZ do not include the subject property, the BNEDC has indicated that it will ask the government entities to amend the subject property to the new EZ if the new EZ is awarded by the State of Illinois later this year.

It is Destihl's intention to purchase some of the building materials for the new facility as soon as possible so they can take advantage of the sales tax abatement, which is one of the benefits associated with Enterprise Zone designation. Given the potential for job creation as well as the significant capital investment that will result from this venture, Enterprise Zone designation of the subject property is reasonable and appropriate.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The McLean County Board approved the proposed Enterprise Zone designation ordinance at its meeting on Tuesday, March 14th. It was also approved by the Ford County Board on March 16th and by the Town of Normal on March 21st. The Gibson City Council will consider it on March 28th. The BNEDC has led the effort to bring the ordinance to each of the government bodies.

**FINANCIAL IMPACT:** The incentives available through the Enterprise Zone originate from the State of Illinois and are available on an equal basis to all companies located in the zone. As proposed, the relocation of Destihl's existing brewery operations from the City to the Town will result in a minor loss of sales tax revenue due to the wholesale nature of Destihl's current operations in Bloomington. The Town of Normal is poised to benefit significantly from the development of the proposed expanded brewery, retail taproom, and event space by way of increased property tax revenue and sales tax revenue including Prepared Food and Beverage and Package Liquor taxes generated from sales to the public at the new facility. More importantly, the benefit of increased employment in McLean County and increased craft beer related tourism for both the City and the Town is expected to be significant and long lasting as Destihl forecasts many years of growth ahead.

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by: Tom Dabareiner AICP, Community Development Director

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel



Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Project Summary Destihl 3, LLC Brewery in Normal
- Map of property proposed to be added to the existing Enterprise Zone
- Ordinance amending the Enterprise Zone
- Legal description of property proposed to be added to the existing Enterprise Zone.
- Amendment to the Enterprise Zone Intergovernmental Agreement to Include New Territory

Motion: That the Ordinance amending “An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as an Enterprise Zone” As Amended be approved and authorize the Mayor and City Clerk to execute the necessary documents.

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

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



## PRODUCTION BREWERY PROJECT DESCRIPTION

The Town of Normal has requested extension of the Bloomington Normal McLean County Enterprise Zone to facilitate a proposal by Destihl 3, LLC to invest \$14 million in construction of a production brewery, retail taproom and restaurant.

The brewery complex, to be located on Greenbriar Road in the North-Land Commercial Subdivision (north of Menards®), will initially consist of a 47,000 sq. ft. production brewery facility situated on about 5.8 acres of land. This site was selected for its ability to accommodate the planned project and future expansion. Other desirable site features include topography, available utilities, an existing detention basin, visibility, and excellent interstate and local road access for suppliers and customers.

Destihl's successful brewery operation has outgrown its 20,000 square foot leased facility on GE Road in Bloomington. Although the former warehouse building was well-sized for a start-up brewery, local and national demand for Destihl's product has caused rapid growth and the production operation will run out of room by the end of 2016, just 2.5 years after production began at that location. With its lease expiring in 2017, Destihl must halt its progression or find a larger facility.

The new 'destination' brewery facility will be more conducive to high volume and high quality beer production through improved infrastructure, efficiency and sanitation. It will be more attractive for public tours and provide a comfortable workplace facilitating employee recruitment and retention. The building will house a large production space, including an expanded brewhouse, fermentation and cellar areas, a two-story oak barrel and foudre room for beer aging, a packaging floor, cooler, warehouse and lab. The facility will also include a 6,300 sq. ft. taproom and event space, an outdoor beer garden and larger and more functional office space to accommodate a growing staff housed in proximity to the production facilities and brewpubs.

The new brewery will feature a highly specialized 'dual' 60-barrel x 120-barrel brewhouse (comprised of two 60-barrel kettles and two 120-barrel kettles). This system will ultimately be capable of brewing more than 150,000 barrels of beer annually, although initial fermentation capacity will be 30,000 barrels annually and can be scaled up rapidly as needed to meet demand. This expansion will enable DESTIHL to vastly increase production.

Locally, the brewery currently employs about 20 people at its existing facility in Bloomington and is anticipated to add another 50 jobs in the first two years, for a total of 70 jobs at the new facility, with plans to double that number within 5-10 years. DESTIHL currently employs over 180 people between its existing two brewpubs in Normal and Champaign, Illinois, and its current production brewery in Bloomington.

Destihl has obtained an option on 6.2 acres of adjacent land for future expansion. Phase II of this project includes increased warehouse space, barrel room expansion, more packaging and/or production space, and if demand justifies it, a larger event space and offices to complete the DESTIHL Brewery vision.

# Proposed Addition to the Bloomington/Normal/Mclean County Enterprise Zone

## Legend

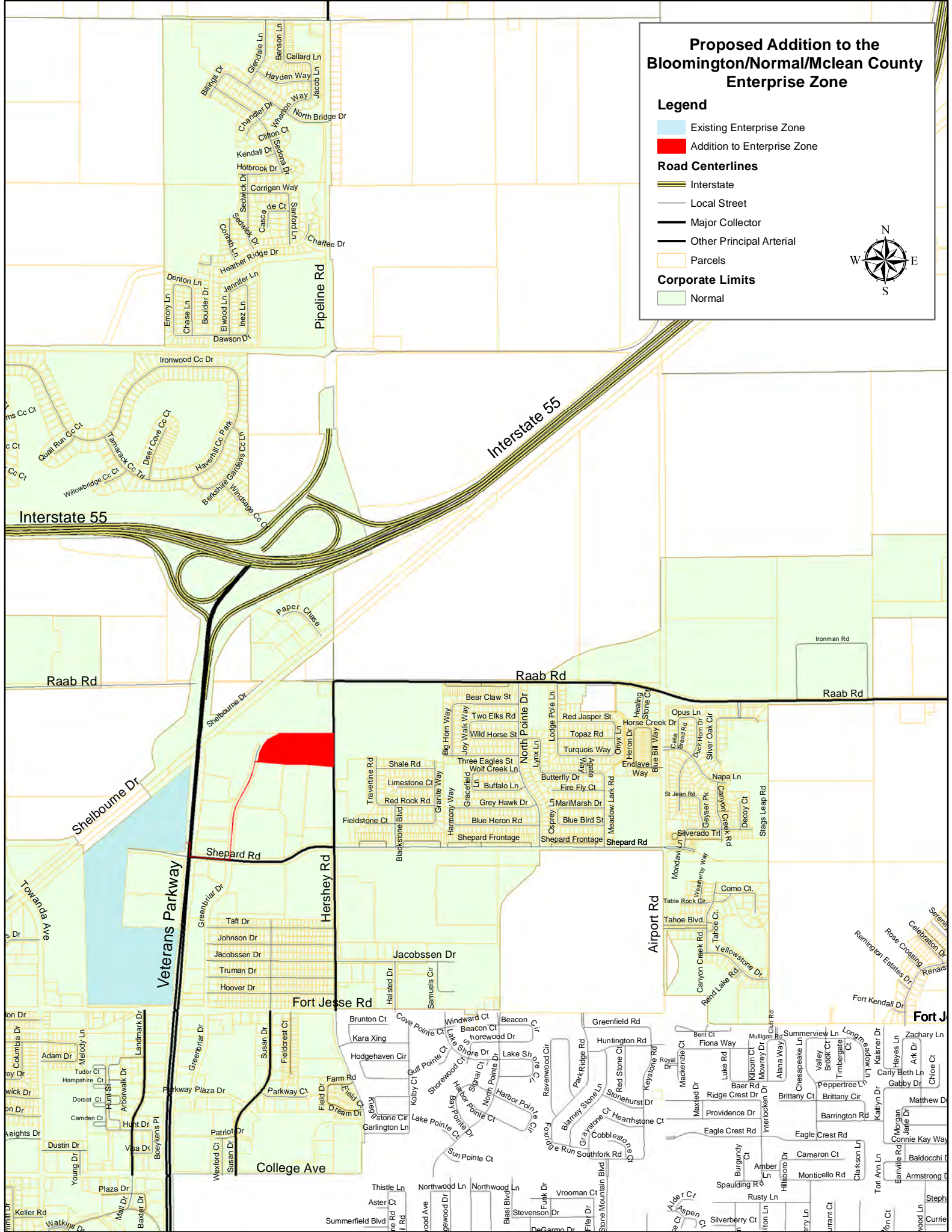
- Existing Enterprise Zone
- Addition to Enterprise Zone

## Road Centerlines

- Interstate
- Local Street
- Major Collector
- Other Principal Arterial

## Corporate Limits

- Normal



**ORDINANCE NO. 2016 – \_\_\_\_\_**

**AN ORDINANCE AMENDING “AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL, AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE” AS AMENDED**

**WHEREAS**, the City of Bloomington did, on December 26, 1984, adopt Ordinance No. 1984-131, which ordinance describes and designates an area located partially within the City of Bloomington, Town of Normal and unincorporated McLean County as an Enterprise Zone; and

**WHEREAS**, the City of Bloomington did, on numerous occasions after establishment of the Enterprise Zone, adopt Ordinances amending Ordinance No. 1984-131, including those lengthening the duration of the Enterprise Zone and amending the territory included within the Enterprise Zone; and

**WHEREAS**, the Existing Units of Government of said Enterprise Zone, determine it is in the best interests of the citizens of the Existing Units of Government that additional properties be included in the Enterprise Zone.

**WHEREAS**, a public hearing regarding such amendment has been held as provided by law.

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

**SECTION ONE:** That Ordinance No. 1984-131 designating the Bloomington Normal McLean County Enterprise Zone, as subsequently amended, shall be, and the same is, hereby further amended as follows:

- A. Adding the territory described in Exhibit A to the territory of the Enterprise Zone.

**SECTION TWO:** That the Mayor of the City of Bloomington, Illinois shall have, and is hereby given authority to execute the Amendment to the Enterprise Zone Intergovernmental Agreement between the Town of Normal, Illinois, the City of Bloomington, Illinois, the County of McLean, Illinois, the County of Ford, Illinois and the City of Gibson City, Illinois (the “Enterprise Zone Intergovernmental Agreement”) attached hereto as Exhibit B, which Amendment memorializes the addition to the territory identified as this Ordinance to the territory of the Enterprise Zone.

**SECTION THREE:** That the provisions of Ordinance No. 1984-131 as previously amended and as hereby amended, being “An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as Enterprise Zone” shall remain in full force and effect.

**SECTION FOUR:** That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

**SECTION FIVE:** That the City Clerk be and is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance with the County Clerk for McLean County.

**SECTION SIX:** That this Ordinance is adopted pursuant to the authority granted the City of Bloomington by the Illinois Enterprise Zone Act, and pursuant to Home Rule Authority.

**SECTION SEVEN:** That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

**APPROVED:**

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Tari Renner, Mayor

**ATTEST:**

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Cherry L. Lawson, City Clerk

The foregoing ordinance was approved by the Mayor and City Council of the City of Bloomington on the \_\_\_\_ day of \_\_\_\_\_, 2016.

The foregoing ordinance was published in pamphlet form on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Exhibit A**  
**LEGAL DESCRIPTION OF PROPERTY PROPOSED TO BE ADDED TO THE**  
**EXISTING ENTERPRISE ZONE**

A PART OF LOTS 1 AND 2 IN GREGORY'S SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED IN BOOK 2 OF PLATS, PAGE 558 IN THE OFFICE OF RECORDER OF DEEDS MCLEAN COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING FROM A BRASS DISK MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 00 DEGREES 26 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 23 A DISTANCE OF 1299.65 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF 263.69 FEET;

THENCE NORTH 85 DEGREES 10 MINUTES 14 SECONDS WEST A DISTANCE OF 917.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GREENBRIAR DRIVE;

THENCE NORTHEASTELY ALONG SAID EASTERLY RIGHT-OF-WAY ALONG A 1545.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 10 DEGREES 05 MINUTES 46 SECONDS EAST A DISTANCE OF 23.75 FEET;

THENCE NORTH 09 DEGREES 39 MINUTES 21 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 43.11 FEET;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE ALONG A 455.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST WHOSE CHORD BEARS NORTH 37 DEGREES 32 MINUTES 24 SECONDS EAST A DISTANCE OF 425.60 FEET;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE ALONG A 445.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 55 DEGREES 39 MINUTES 48 SECONDS EAST A DISTANCE OF 150.88 FEET;

THENCE SOUTH 85 DEGREES 10 MINUTES 14 SECONDS EAST A DISTANCE OF 564.22 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 16 SECONDS EAST 215.88 FEET;

THENCE SOUTH 00 DEGREES 26 MINUTES 44 SECONDS EAST A DISTANCE OF 517.80 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 544,022.81 SQUARE FEET (12.489 ACRES) MORE OR LESS.

ALSO,

A STRIP OF LAND 3 FOOT WIDE IN THE NORTHEAST QUARTER OF SECTION 23 TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, AND LYING 1.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 100.00 FEET WESTERLY AT A RIGHT ANGLE FROM THE CENTERLINE OF F.A.P 704 (VETERANS PARKWAY) AT STATION 382+00 AS SHOWN ON RIGHT-OF-WAY PLANS RECORDED AS DOCUMENT NO. 2002-02124 IN THE OFFICE OF RECORDER OF DEEDS MCLEAN COUNTY;

THENCE EAST 100.00 FEET TO SAID CENTERLINE;

THENCE SOUTH ALONG THE SAID CENTERLINE OF F.A.P. 704 (VETERANS PARKWAY) TO STATION 379+88 POINT ALSO BEING THE INTERSECTION OF THIS LINE WITH THE CENTERLINE OF SHEPARD ROAD;

THENCE SOUTH 85 DEGREES 10 MINUTES 14 SECONDS EAST ALONG SAID CENTERLINE OF SHEPARD ROAD A DISTANCE OF 655.00 FEET TO THE INTERSECTION OF THIS LINE WITH THE CENTERLINE OF GREENBRIAR DRIVE;

THENCE NORTH 04 DEGREES 49 MINUTES 46 SECONDS EAST ALONG THE SAID CENTERLINE OF GREENBRIAR DRIVE A DISTANCE OF 694.71 FEET;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE ALONG A 575.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST WHOSE CHORD BEARS NORTH 17 DEGREES 26 MINUTES 40 SECONDS EAST A DISTANCE OF 251.16 FEET;

THENCE NORTH 30 DEGREES 03 MINUTES 33 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 206.92 FEET;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE ALONG A 1500.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 20 DEGREES 16 MINUTES 12 SECONDS EAST A DISTANCE OF 510.06 FEET;

THENCE SOUTH 79 DEGREES 31 MINUTES 09 SECONDS EAST A DISTANCE OF 45.00 FEET TO THE POINT OF TERMINUS, POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GREENBRIAR DRIVE. SIDELINES MAY LENGTHENED OR SHORTENED TO TERMINATE ON SAID RIGHT-OF-WAY LINE.

SAID DESCRIBED TRACT CONTAINS .184 ACRES MORE OR LESS.

TOTAL OF ALL ABOVE DESCRIBED TRACTS IS 12.673 ACRES OR .0198 SQUARE MILES.



**EXHIBIT B**

**AMENDMENT TO ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT --  
TO INCLUDE NEW TERRITORY**

This Amendment is entered into the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Bloomington, a municipal corporation, the Town of Normal, a municipal corporation, the County of McLean, the County of Ford and the City of Gibson City, a municipal corporation, a body politic and incorporate, pursuant to the authority granted under Article VII, Section 10 of the Illinois Constitution and State law.

WHEREAS, the City of Bloomington, a municipal corporation, the Town of Normal, a municipal corporation, the County of McLean, entered into an Intergovernmental Agreement in December, 1984, for the purpose of creating and operating an Enterprise Zone within the jurisdiction of said parties pursuant to the Illinois Enterprise Zone Act (the "Act"); and

WHEREAS, the Enterprise Zone was originally certified as an enterprise zone by the Department of Commerce and Economic Opportunity of the State of Illinois effective July 1, 1985; and

WHEREAS, the Enterprise Zone now compasses approximately 9.344 square miles; and

WHEREAS, the Act allows an enterprise zone to encompass up to 15 square miles if the zone is a joint effort of four or more units of government; and

WHEREAS, it has been determined that certain additional territory contiguous to the Enterprise Zone totaling up to approximately .0198 square miles would be benefited by being encompassed within the boundaries of said Enterprise Zone; and

WHEREAS, it would be in the best interests of the citizens of the City of Bloomington, Illinois, the Town of Normal, Illinois, and the County of McLean, Illinois, the City of Gibson City, Illinois and the County of Ford, Illinois that said additional territory be included in the Enterprise Zone.

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. That Section 2 "Description" of the Intergovernmental Agreement, and the property described in Exhibit A and incorporated in said Section by reference, as subsequently amended, be and the same is hereby amended to include therein the area described in Exhibit A attached hereto (the "Amended Area"), and the Amended Area is hereby designated as part of the Enterprise Zone pursuant to and in accordance with the Act, subject to the approval of the State as provided in the Act.

2. Except to the extent amended hereby, that all provisions, agreements, stipulations, rights, obligations, and duties set forth in the original Intergovernmental Agreement, as subsequently amended, are hereby ratified and confirmed, and are hereby applied to the Amended Area of the Enterprise Zone in their entirety.

THE UNDERSIGNED PARTIES HAVE CAUSED THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO BE EXECUTED BY THEIR DULY DESIGNATED OFFICIALS, PURSUANT TO AUTHORITY CONFERRED BY THEIR RESPECTIVE GOVERNING BODIES THE DATE FIRST SHOWN ABOVE.

City of Bloomington  
a Municipal Corporation

Town of Normal  
a Municipal Corporation

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

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

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

County of McLean  
a Body Politic and Corporate

County of Ford  
a Body Politic and Corporate

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

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

Attest:

Attest:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Clerk

City of Gibson City  
A Municipal Corporation

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

Attest:

\_\_\_\_\_  
City Clerk

Exhibit A  
**LEGAL DESCRIPTION OF PROPERTY PROPOSED TO BE ADDED TO THE**  
**EXISTING ENTERPRISE ZONE**

A PART OF LOTS 1 AND 2 IN GREGORY'S SUBDIVISION OF PART OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED IN BOOK 2 OF PLATS, PAGE 558 IN THE OFFICE OF RECORDER OF DEEDS MCLEAN COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING FROM A BRASS DISK MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 00 DEGREES 26 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 23 A DISTANCE OF 1299.65 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF 263.69 FEET;

THENCE NORTH 85 DEGREES 10 MINUTES 14 SECONDS WEST A DISTANCE OF 917.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GREENBRIAR DRIVE;

THENCE NORTHEASTELY ALONG SAID EASTERLY RIGHT-OF-WAY ALONG A 1545.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 10 DEGREES 05 MINUTES 46 SECONDS EAST A DISTANCE OF 23.75 FEET;

THENCE NORTH 09 DEGREES 39 MINUTES 21 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 43.11 FEET;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE ALONG A 455.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST WHOSE CHORD BEARS NORTH 37 DEGREES 32 MINUTES 24 SECONDS EAST A DISTANCE OF 425.60 FEET;

THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE ALONG A 445.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 55 DEGREES 39 MINUTES 48 SECONDS EAST A DISTANCE OF 150.88 FEET;

THENCE SOUTH 85 DEGREES 10 MINUTES 14 SECONDS EAST A DISTANCE OF 564.22 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 16 SECONDS EAST 215.88 FEET;

THENCE SOUTH 00 DEGREES 26 MINUTES 44 SECONDS EAST A DISTANCE OF 517.80 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS 544,022.81 SQUARE FEET (12.489 ACRES) MORE OR LESS.

ALSO,

A STRIP OF LAND 3 FOOT WIDE IN THE NORTHEAST QUARTER OF SECTION 23 TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS, AND LYING 1.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 100.00 FEET WESTERLY AT A RIGHT ANGLE FROM THE CENTERLINE OF F.A.P 704 (VETERANS PARKWAY) AT STATION 382+00 AS SHOWN ON RIGHT-OF-WAY PLANS RECORDED AS DOCUMENT NO. 2002-02124 IN THE OFFICE OF RECORDER OF DEEDS MCLEAN COUNTY;

THENCE EAST 100.00 FEET TO SAID CENTERLINE;

THENCE SOUTH ALONG THE SAID CENTERLINE OF F.A.P. 704 (VETERANS PARKWAY) TO STATION 379+88 POINT ALSO BEING THE INTERSECTION OF THIS LINE WITH THE CENTERLINE OF SHEPARD ROAD;

THENCE SOUTH 85 DEGREES 10 MINUTES 14 SECONDS EAST ALONG SAID CENTERLINE OF SHEPARD ROAD A DISTANCE OF 655.00 FEET TO THE INTERSECTION OF THIS LINE WITH THE CENTERLINE OF GREENBRIAR DRIVE;

THENCE NORTH 04 DEGREES 49 MINUTES 46 SECONDS EAST ALONG THE SAID CENTERLINE OF GREENBRIAR DRIVE A DISTANCE OF 694.71 FEET;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE ALONG A 575.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST WHOSE CHORD BEARS NORTH 17 DEGREES 26 MINUTES 40 SECONDS EAST A DISTANCE OF 251.16 FEET;

THENCE NORTH 30 DEGREES 03 MINUTES 33 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 206.92 FEET;

THENCE NORTHEASTERLY ALONG SAID CENTERLINE ALONG A 1500.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 20 DEGREES 16 MINUTES 12 SECONDS EAST A DISTANCE OF 510.06 FEET;

THENCE SOUTH 79 DEGREES 31 MINUTES 09 SECONDS EAST A DISTANCE OF 45.00 FEET TO THE POINT OF TERMINUS, POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GREENBRIAR DRIVE. SIDELINES MAY LENGTHENED OR SHORTENED TO TERMINATE ON SAID RIGHT-OF-WAY LINE.

SAID DESCRIBED TRACT CONTAINS .184 ACRES MORE OR LESS.

TOTAL OF ALL ABOVE DESCRIBED TRACTS IS 12.673 ACRES OR .0198 SQUARE MILES.



**REGULAR AGENDA ITEM NO. 9B**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of approving a Resolution for Professional Services Agreement with VenuWorks for Temporary Management of the U.S. Cellular Coliseum.

**RECOMMENDATION/MOTION:** That the Resolution approving the Agreement for Professional Services with VenuWorks be adopted and the Mayor and City Clerk be authorized to execute the resolution and the City Manager be authorized to execute the Contract.

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

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

**BACKGROUND:** Over the course of the last year, City staff has been working on the potential renewal of the management company of the U.S. Cellular Coliseum. As part of this process, City staff has also spent a great deal of time investigating industry standards and building relationships with other venue management companies and related professional consultants.

In early March, it became evident that the City and CIAM (the City's current management company) was not going to be able to reach an agreement on their continued management of the Coliseum. At such time, City staff immediately began seeking proposals from the industry leaders in venue management and evaluating the best fit for the City. The team charged with this review included representatives from the Administration, the Finance Department, the Parks Department, the Legal Department and the City's special project leaders.

As a result of the above-review process, City staff is recommending that the City Council enter into a new management agreement with VenuWorks for the management and operation of the Coliseum. This will first come in the form of a transitional 90-day management agreement. VenuWorks is a full-service professional management company, based out of Iowa, that manages approximately 52 different venues across the United States. The company's niche is working in secondary markets, like Bloomington, with arenas of our size. They are a full service company that will provide marketing, concessions, consulting and event booking. This is done both through on-site staff and their corporate team of professionals in Iowa.

Although the two other industry leaders are very qualified and impressive, at this point, City staff was unanimous in believing that VenuWorks is the best fit for the City. Not only do we believe they have the talent and resources to help turn the operations of the Coliseum around, they have offered a tremendous value for their services.

The general terms of the proposal are as follows:

	<b>VENUWORKS (PROPOSED TERMS)</b>	<b>CIAM (EXISTING CONTRACT)</b>
Concession Fee	VenuWorks to receive 5% of gross revenues; City pays for operating expenses; Net profit goes to City; VenuWorks to guarantee 40% profit to City	City received 32% of gross receipts; BMI (CIAM's concessionaire) paid for operating expenses; Net profit went to BMI
Sales Commissions	5%	10%
Naming Right Commissions	5%	50% over \$200,000
Incentive Fee	N/A	20% share of operating revenue
Disincentive Fee	Lower commission if budgetary goals not met.	N/A
Transition Costs	No monthly fee for 90 days. City responsible for costs.	N/A
Term	5 year with ability to terminate after 3 years	(was 10 years with 5 year renewal option)
Management Fee	\$114,000 plus CPI increases	4% of gross revenues (approximately \$155,000)
Merchandise	N/A	10% of gross sales

Unlike the current CIAM agreement, there are no other incentive fees for VenuWorks. Instead, their contract will actually includes a "disincentive" fee that provides if they do not meet the agreed upon budget goals, they will lower their commissions. The City will also be able to avoid a long-term contract and instead we will have a five year contract that can be terminated by the City, without cause, after the first three years. Accordingly, if the City decides to go a different direction after three years, it will be free to do so.

VenuWorks has also agreed to assist in the transition, without charge of a management fee, for the first 90 days while the formal management agreement is finalized. As part of this, VenuWorks will likely have people on the ground in the City starting on Monday to help transition CIAM out of the Coliseum's management and operations. This 90-day Contract for Professional Services is what City staff is now recommending the Council approve and enter into. A more formal management agreement will then be worked out between the parties, using the proposed terms outlined above. This more formal agreement will be brought back before the Council for consideration prior to June 30, 2016.

VenuWorks has already proposed a professional and experienced general manager to take over operations of the Coliseum and they are in the process of developing detailed marketing and strategic plans to help improve the financial condition of the Coliseum. We believe the Council and community will also very much appreciate the company's approach to transparency. After every event, the public will know exactly how much the event grossed, the concession sales, ticket sales, etc. We believe this will bring a whole new level of transparency to the Coliseum that will help tear down some of the existing walls.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** City staff will be working on developing an interim transition budget based on the existing budget for Coliseum operations. There may be an interim increases in costs, however City staff projects long term increased revenues to help offset operational costs in the future.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Resolution  
Attachment 2: Contract for Professional Services

Motion: Seconded by:

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



**RESOLUTION NO. 2016 - \_\_\_\_**

**A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES  
WITH VENUWORKS OF BLOOMINGTON, LLC**

WHEREAS, the City owns the U.S. Cellular Coliseum (“Coliseum”) and has utilized private management companies for the operation and management of the Coliseum; and

WHEREAS, the agreement with the current management company, Central Illinois Arena Management, expires on April 1, 2016, and the parties are not renewing the agreement; and

WHEREAS, City staff sought proposals from several venue management companies and is recommending that VenuWorks be hired as the new management company for the Coliseum; and

WHEREAS, although proposals were sought and evaluated, a formal solicitation process was not undertaken due to time restrictions and accordingly the City Council hereby waives any other applicable bidding requirements; and

WHEREAS, the City Council finds it in the best interests of the City to enter into the 90-day management contract with VenuWorks of Bloomington, LLC.

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

Section 1. The recitals set forth above are incorporated into this Resolution and adopted as if fully stated herein.

Section 2. The City Manager is authorized to enter into the 90-day Contract for Professional Services with VenuWorks. City staff is hereby further directed to negotiate the terms of a more formal management agreement with VenuWorks for management of the Coliseum for the next five years, with an option to terminate after three years.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 28<sup>th</sup> day of March, 2016

APPROVED this \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Tari Renner, Mayor

ATTEST:

\_\_\_\_\_  
Cherry Lawson, City Clerk

## CONTRACT FOR PROFESSIONAL SERVICES

This agreement, made this 28th day of March, 2016, by and between The City of Bloomington, IL, an Illinois municipality, with offices at 109 East Olive Street, Bloomington, IL 61701, hereinafter referred to as "City", and VenuWorks of Bloomington, LLC, with offices at 4611 Mortensen Road, Ames, IA 50014, herein after called "VenuWorks"

WITNESS,

Whereas, the City has elected to engage VenuWorks in a multi-year contract for the management, operations, marketing, and programming for, and the food/beverage services at the Coliseum, a facility consisting of a multi-purpose arena and a recreational ice skating rink, owned by the City; and

Whereas, VenuWorks desires to enter into such a multi-year agreement with the City; and,

Whereas both parties recognize the complexity of drafting such a contract, and wish to have VenuWorks begin services on April 1, 2016, by which time it is unlikely such a multi-year agreement could be executed; and,

Whereas, VenuWorks desires to perform, as an independent contractor for City, certain professional services relating to the transition of the management of the Coliseum to multi-year agreement with VenuWorks, as described in the attached Scope of Services, which is hereby incorporated into this contract; and,

Whereas, VenuWorks and City shall work on and mutually agree to a 90-day budget to cover all expenses associated with this Contract, including specifically the services and work identified in the Scope of Services; and,

Whereas, City now desires to receive services to be provided by VenuWorks, per the attached Scope of Services for the an interim period estimated to continue for no more than ninety (90) days;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

### 1. Term

This agreement shall be in effect for the period beginning April 1, 2016 and ending June 30, 2016, or until either party provides written notice specifying a termination date at least 30

days from the date of notice. This agreement may be superseded by the execution of a new management agreement between the parties. If the City and VenuWorks are unable to agree to the terms of a new management agreement, VenuWorks agrees to cooperate with the City in transitioning out of the services provided under this Contract.

## 2. Policies and Standards

VenuWorks will comply with industry standards and all policies, procedures and standards established by the City.

## 3. Compensation

VenuWorks will receive compensation of \$ 1.00 per month. The compensation will be billed to the City by VenuWorks on a monthly basis, with payment due within fifteen (15) days of receipt of billing.

## 4. Expenses

Subject to the approval of a 90-day budget to be mutually agreed upon by the City and VenuWorks, City agrees to pay VenuWorks for all expenses incurred for travel, lodging and supply costs while servicing City's needs. Subject to the mutually approved budget, the City will be responsible for the cost of all materials and services required in the execution of the "Scope of Services", including but not limited to the printing of sales brochures, the purchase of advertising and the engagement of third party service providers. All such expenses to be borne by the City will be identified in the mutually approved budget. In the event that the City elects to have VenuWorks furnish any on-site personnel, the cost of said personnel shall be borne by City and part of the mutually agreed upon budget. No capital or renovation expenses shall be made unless same are part of the mutually agreed upon budget or the City otherwise agrees to said costs in advance in writing. City shall have the right to audit all accounts and transactions made pursuant to this Contract.

## 5. Delivery of Services in a Timely Fashion

VenuWorks agrees to provide the City all deliverables (i.e., work papers, correspondence, reports, etc.) in accordance with mutually agreed upon schedules and deadlines.

## 6. Work Assignments

Work assignments and corresponding expenses to the City shall be mutually agreed to in advance by VenuWorks and the City. The City, in its discretion, may require periodic progress reports.

## 7. Space and Facilities

VenuWorks shall provide for its own home office space, and office operations in order to render services to the City. The City shall provide office space at the Coliseum for work by VenuWorks that must be done on-site.

8. Professional Liability Insurance

VenuWorks will maintain professional liability insurance coverage, at its own expense, throughout the term of this agreement in the minimum amount of \$2,000,000. Proof of insurance coverage shall be provided upon request.

9. Other Matters

All provisions of this Agreement shall be construed according to the laws of the State of Illinois. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

10. Correspondence

For all issues pertaining to this Agreement, parties shall correspond with the individuals and to the addresses listed below:

For City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For VenuWorks:

Steven L. Peters, President  
4611 Mortensen Road, Suite 111  
Ames, IA 50010

In Witness whereof, the Parties have executed this Agreement the day and year first written above.

For CITY:

For VenuWorks:

---

Name

Title

---

Date

---

---

Name

Title

---

Date

---

## Scope of Services

### TRANSITION PLAN.

VenuWorks will take necessary action to complete the transition of the Coliseum management to VenuWorks systems, as described in the Transition Plan, as follows:

#### Finance, Administration, Payroll

1. Set up bank accounts
2. Set up and audit cash accounts
3. Set up accounting software
4. Chart of Accounts
5. Order checks
6. Order stationary, forms, invoices, etc.
7. Get sales tax permit
8. Establish accounting policies and procedures
9. Establish cash management procedures
10. Vendor listing for Purchase Orders and payables
11. Format financial statements
12. Provide systems training
13. Prepare current year budget, Business and Marketing Plan.
14. Prepare for payroll transmission to VenuWorks accounting firm, including internal paperwork for payroll
15. Enroll employees transitioning to VenuWorks
16. Order all forms needed for new hires
17. Input all current employees information
18. Timesheets
19. Put necessary insurance coverage in place

#### Ticketing

1. Review ticket arrangements
2. Establish ticketing policies
3. Set up sales tax and credit card accounts to VenuWorks
4. Convert existing Ticketmaster contract to VenuWorks contract terms with Licensed User Agreement in place.

#### Marketing, Sales, and Public Relations

1. Change standing orders to VenuWorks with media vendors
2. Revise annual marketing plan
3. Meet with media reps to explain transition
4. Issue media releases as necessary to announce change in management
5. Develop sponsor sales plan

6. Host “Meet VenuWorks” reception for media reps and city officials, agencies, users and other members of the community
7. Initiate naming sponsor recruitment

### Bookings

1. Revise contracts for all up-coming events to indicate VenuWorks as manager and as additional insured
2. Meet with client to discuss booking policy issues
3. Execute any unexecuted contracts for upcoming events
4. Meet with event planners to reassure them their events will happen as planned
5. Contact promoters to explain new management arrangement
6. Host “Meet VenuWorks” reception for facility users
7. Review contracting / settlement practices

### Employee / Organization

1. Refine complete set of job descriptions
2. Interview all full-time employees one-on-one for transition to VenuWorks
3. Conduct employee orientation, applications and enrollment sessions
4. Set rates of pay to job descriptions
5. Extend letter of hire to all full-time staff
6. Confirm benefits and enrollment for all eligible employees
7. Distribute employee manuals
8. Host “Meet VenuWorks” reception for all employees
9. Come to mutually acceptable arrangement with stage hands union
10. Provide a general manager, whether temporary or permanent, on-site at the Coliseum subject to the City’s right to approve said general manager.

### Operations

1. Conduct meetings with fire, paramedic, public safety and other interactive agencies
2. Review facility keying and security
3. Inventory equipment for hand over
4. Revise standing purchase orders with vendors to VenuWorks
5. Review and revise as needed all standing contracts for maintenance and services
6. Provide public reports on event gross revenues, including concession sales, merchandise sales, and ticket sales. Actual promoter and other contracts that contain proprietary information shall be kept confidential by VenuWorks unless a court of competent jurisdiction orders the release of such information.

### Concessions

1. Verify inventories and cash banks

2. Review Food and Beverage budget for coming fiscal year
3. Review year-end close-out and verify
4. Review menu and revise as appropriate
5. Review and confirm proposed staffing levels
6. Monitor stand changes, if any
7. Review and approve vendors and products
8. Monitor service, staffing, inventory control and cash handling

### **OPERATING EXPENSES**

The following and shall be operating expenses of the Coliseum (subject to the mutually agreed upon budget and direction as it relates to equipment or improvements):

- (a) on-the-job payroll costs paid to employees and the cost of paid holidays, vacations, severance benefits, sick leave, employment practices liability, work compensation and other compensation and benefits; cost of training; payroll processing costs;
- (b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for medical and hospital care, disability, death, termination, retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which VENUWORKS is a party, or under any state or federal law or any regulations promulgated there under;
- (c) cost of medical and security examination for employees on the on-the-job payroll;
- (d) cost of purchasing, renting, maintaining and cleaning uniforms;
- (e) cost of equipment, materials and supplies, including the cost of installation thereof;
- (f) cost of insurance, permits, licenses and fees;
- (g) cost of property, business, privilege, sales and all taxes other than taxes based on net income, provided that any penalties or fines for failure to collect and remit sales taxes shall not be an Operating Expenses but shall be borne by VENUWORKS;
- (h) cost of marketing, promotions and advertising; cost of travel on behalf of Facility;
- (i) cost of necessary outside professional services, upon prior written approval by the CITY;
- (j) cost of the Commodities, (i.e. food staffs' purchased for resale to the public)
- (k) cost of utilities;
- (l) Except for litigation caused by the fault or negligence of VENUWORKS, litigation expenses or other costs (including attorneys' fees) incurred by VENUWORKS in connection with any proceeding; provided however that CITY shall not be obligated to pay any such fees or costs (including attorneys' fees) unless prior to incurring any legal expense (including attorneys' fees), VENUWORKS shall consult with the CITY, and CITY and VENUWORKS shall jointly determine the course of action (including payment obligations thereof) to be taken with regard to any claim made against VENUWORKS or CITY (concerning the Facility) or to be made by VENUWORKS or CITY.
- (m) cost of new or replacement equipment and the installation of that equipment outside of any agreed upon capital contribution plan as agreed to by the parties;



- (n) cost of replacements of pots, pans, dishes, linens, uniforms, silverware and glassware necessary for the operation of the Concessions;
- (o) cost of ordinary maintenance and repair of the Facility and the equipment, Additional Equipment and replacements thereof;
- (p) cost of ordinary housekeeping of the Facility;
- (q) all costs related to VENUWORKS corporate staff travel, lodging, and supply costs incurred in connection with servicing CITY'S needs at Facility;

### **TERMS OF OPERATION**

VENUWORKS shall assume management responsibilities as set forth below. Where VENUWORKS is required to direct or arrange for services or material, VENUWORKS shall employ all persons performing such services or shall contract with a third party for the performance of such services.

Marketing and Promotion. VENUWORKS shall direct all marketing activities which shall be undertaken so as to maximize the use of the Facility by all persons, including independent promoters and Affiliates of VENUWORKS so as to provide maximum Revenue for the Facility and accessibility for the community to the Facility.

Scheduling. VENUWORKS shall develop and maintain all schedules for events held at the Facility and scheduling shall be accomplished in accordance with applicable law, and in a manner to maximize the use of the Facility so as to provide maximum Revenue for the Facility and accessibility for the community to the Facility. VENUWORKS shall use an event rental agreement acceptable in form to CITY. The parties understand and agree that VENUWORKS shall be empowered to negotiate event agreements as CITY'S agent, subject to CITY'S reasonable approval. VENUWORKS may deviate from standard rental rates when such negotiation is deemed by both parties to be in the best interests of the Facility.

Operations Plan. VENUWORKS shall prepare and develop an annual operations plan, including an Annual Budget, as defined below, which shall be submitted to CITY for approval for the fiscal year beginning May 1, 2016. VENUWORKS will cooperate and will work with CITY to ensure that the operations plan meets the reasonable requirements and expectations of CITY.

Food & Beverage / Concessions. VENUWORKS shall be responsible for providing the food & beverage services at the Facility.

Facility Maintenance. VENUWORKS will be responsible for the performance of all facilities maintenance work. VENUWORKS will carry out work required of CITY which shall be limited to ordinary maintenance and repairs which do not increase the value or extend the life of an asset at the Facility.

Custodial and Cleaning Services. VENUWORKS shall provide or cause to be provided all routine cleaning and janitorial services at the Facility. VENUWORKS shall direct all necessary pest control services, whether performed by

VENUWORKS or a pest control service engaged by VENUWORKS.

Snow Removal. VENUWORKS shall direct all snow removal services on the pathways and sidewalks adjacent to the Facility.

Trash Removal. VENUWORKS shall direct removal of all trash from the Facility and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings on the Facility, except in designated trash containers, the Facility of which shall be approved by CITY.

Operational Services VENUWORKS shall direct all services required to stage (set up and tear down) the Facility for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. VENUWORKS shall hire and manage all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Facility, including but not limited to, ticket taking, novelty sales, program distributions and assistance to patrons generally, including the handicapped.

Ticket Sales. VENUWORKS shall direct all aspects of ticket sales for events and activities including computerized tickets, utilizing its national contract with Ticketmaster to provide state of the art equipment and software to the Facility at no cost to the CITY. Ticket sales services shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the Facility, cash, check, and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within ten days after each event is held. The amounts charged by the ticketing contractor for service charges, and the Facility's participation in revenues from these service charges, will be consistent with industry standards in the Midwest region.

Security. VENUWORKS shall arrange for proper security for events at the Facility and for general security when events are not in progress. Such security may be provided by VENUWORKS or by contract, in its discretion. VENUWORKS shall review and coordinate exterior crowd management and traffic control with appropriate local authorities.

Licenses and Permits. VENUWORKS shall obtain and maintain all licenses and permits necessary for management and operation of the Facility, subject to the local procedures for the granting of such licenses and permits.

Revenues; Bank Accounts and Payment of Operating Expenses. VENUWORKS shall be responsible for the collection of all Revenues and payment of Operating Expenses, including payment and remittance of applicable sales taxes. As used herein, "Revenue" is defined as the total amount received by VENUWORKS or any other person or entity operating on VENUWORKS' behalf from third parties, directly or indirectly arising out of or connected with and on behalf of the Facility, including without limitation, transactions for cash, credit

and credit card sales, less applicable sales taxes. VENUWORKS, in cooperation with CITY, shall establish two separate commercial bank accounts. These accounts shall be in the name of CITY and utilize CITY'S federal identification number. Signatories shall include those individuals as deemed appropriate by VENUWORKS and CITY. The names of the commercial accounts shall be CITY Operating Account and CITY Box Office Account. Revenues from the sale of tickets to events at the Facility shall be deposited by VENUWORKS in CITY Box Office Account. After payment from such ticket sales Revenues of all event-related expenses, and within twenty-four hours after the end of the event, VENUWORKS shall transfer the remaining event ticket sales Revenues to the CITY Operating Account. All other Revenues generated by use of the Facility and collected by VENUWORKS shall be deposited in the CITY Operating Account. VENUWORKS is authorized to make disbursements from the CITY Box Office Account to promoters or performers in any amount due the performer or promoter as per contracts with them, and to pay budgeted Operating Expenses from the CITY Operating Account. From time to time, VENUWORKS may, with CITY approval, transfer funds from the CITY Box Office Account to the CITY Operating Account to accommodate cash flow needs of the Facility. CITY shall be authorized at any time, to obtain information and records from the bank concerning such accounts and to inspect the same.

Petty Cash and Change Funds: VENUWORKS and CITY agree that any and all petty cash and change funds shall belong to the CITY. These funds will be returned to the CITY at the end of the contract term.

Cash Discrepancies: VENUWORKS will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points.

Staffing: VENUWORKS shall be responsible for supervision and direction of all personnel staffing at the Facility. All Facility staff will be in the employment of VENUWORKS. All expenses associated with the employment of staff will be considered operating expenses of the Facility. Pre-employment and relocation expenses must be pre-approved by CITY.

Additional Duties. VENUWORKS shall also be required to provide, on a timely basis, information, data, and solutions to project issues as may be reasonably requested by CITY, together with such other services consistent herewith as CITY may reasonably require.

Use of CITY Equipment. VENUWORKS will use equipment at the Facility that is owned and controlled by the City in performance of its obligations hereunder. It is acknowledged that the current management company may claim title to at least some of the equipment in the Coliseum and it shall not be deemed a breach of this Contract if the City is unable to allow access to equipment at the Facility. Prior to opening the Facility, CITY and VENUWORKS will conduct an inventory of Facility equipment to be used by VENUWORKS during this Agreement.

Relationship of Parties. VENUWORKS is an independent contractor of CITY and shall not be deemed to be an employee, joint venturer, or partner of CITY except for those matters

which are specifically addressed in this Agreement.

Jurisdiction. The parties submit to the jurisdiction of the state courts of the State of Illinois sitting in McLean County with respect to any claim or proceeding arising out of or related to this Agreement.

## **INSURANCE.**

Employment Matters. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, re-employment, worker's compensation or other employment taxes or contributions of insurance, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, re-employment insurance and workers' compensation. VENUWORKS shall indemnify and hold harmless the CITY from all costs, expenses, claims or damages resulting from any failure of VENUWORKS to comply with this Section.

Workers Compensation Insurance: VENUWORKS shall purchase and maintain during this contract, workers compensation insurance in accordance with Illinois statutory requirements and employers liability insurance with limits of not less than \$500,000 per accident and per employee for bodily injury.

General Liability Insurance: VENUWORKS shall purchase and maintain during this contract, commercial general liability insurance including liquor liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence / \$2,000,000 in aggregate for Bodily Injury, Personal Injury, and Property Damage. Policy coverage shall include Premises and Operations, Products and Completed Operations, less inclusive and no more restrictive than the coverage provided by a standard Commercial General Liability Policy form (ISO CG 00 01 96) with standard Bodily Injury and Property Damage exclusions, and standard Personal and Advertising Injury exclusions. Any additional exclusion shall be clearly identified on the Certificate of Insurance and shall be subject to the approval of CITY and VENUWORKS. The insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Illinois and currently rated "A" or better by the A.M. Best Company.

Automobile Liability Insurance: VENUWORKS shall purchase and maintain during this contract, automobile liability insurance on a per occurrence basis with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include any owned, all hired and non-owned motor vehicles used in the performance of this contract by VENUWORKS or its employees. The insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Illinois and currently rated "A" or better by the A.M. Best Company.

Umbrella and Excess Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement an umbrella and excess insurance policy on a per occurrence basis with limits of liability of not less than \$5 million per occurrence / \$5 million in aggregate. Any umbrella and

excess insurance shall be written on a per occurrence basis on a pay on behalf form providing the same coverage and endorsements required of the primary policies.

Property Insurance: CITY will maintain property insurance coverage on the Facility itself. VENUWORKS shall assume all risks for loss of or damage to its own property at the Facility and VENUWORKS may maintain such insurance, at its sole expense, as it deems necessary to protect its own property.

Subcontractors: VENUWORKS shall require all its subcontractors who perform work and / or services under this contract to meet appropriate insurance requirements as reasonably required by CITY

Deductibles and Self-Insured Retention: Any policy deductible or self-insured retention must be declared on the Certificate of Insurance and shall be subject to the approval of the CITY.

Proof of Insurance: VENUWORKS shall furnish CITY with Certificates of Insurance and a copy of the policies if requested by CITY. The name of the project or contract shall be listed on the certificates of insurance along with any deductible or self-insured retention. Before commencing any performance under this Contract, VENUWORKS shall deliver all the Certificates of Insurance to CITY certifying that the policies stipulated above are in full force and effect. All insurance shall remain in effect during the life of the contract.

Insurance Cancellation or Material Change Notice: The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellations, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the CITY, via certified mail.

Cooperation: Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

Releases: VENUWORKS and CITY expressly waive all rights and claims they may have against the other, their subsidiaries and affiliates for loss or damage arising or resulting from the operation at the Facility caused by fire or other perils, but only to the extent covered by insurance. Each insurance policy procured by VENUWORKS and CITY shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any party prior to the occurrence of a loss.

Crime Insurance. During the term of this Agreement VENUWORKS shall maintain Crime Insurance, with an insurer acceptable to CITY (such acceptance by CITY not to be unreasonably withheld or delayed), providing at least the following coverage in at least the amounts set forth below for each coverage:

- (a) Employee Dishonesty- \$500,000;
- (b) Depositor's Forgery - \$500,000;
- (c) Money & Securities - \$500,000 (each, "Inside" and "Outside")
- (d) Computer Theft - \$500,000;
- (e) Wire Transfer Fraud - \$500,000;

provided, however, that if such coverage are provided on a "blanket" limit basis, a blanket limit of \$500,000 shall be considered to be sufficient to comply with this provision. The policy shall include an endorsement providing that any "employee" of VENUWORKS shall not be deemed to also be an "employee" of CITY for purposes of the coverage afforded under the Employee Dishonesty coverage part.

CITY shall be both a Loss Payee (as its interests may appear) and an Additional Insured under such policy, which policy shall be written to apply to the Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by VENUWORKS or CITY under any other similar agreements or otherwise.

Insurance Cost: The cost of providing insurance hereunder shall be an Operating Expense, regardless of which party procures the coverage.

Other Terms:

- Liability Limit Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall list both VENUWORKS and CITY as named insureds.
- Hold Harmless. VENUWORKS shall indemnify and save harmless CITY, its officers, directors, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions of VENUWORKS.
- Damage to and Destruction of the Facility. If all or part of the Facility is rendered unusable by damage from fire and other casualty which, in the reasonable opinion of CITY, cannot be substantially repaired under applicable laws and governmental regulations within 180 days from the date of such casualty (employing normal construction methods without overtime or other premium), then CITY shall notify VENUWORKS thereof. In such case, either CITY or VENUWORKS may elect to terminate this Agreement as of the date of such casualty by written notice delivered to the other not more than 60 days after receipt by VENUWORKS of CITY'S notice concerning the reconstruction.

**EMPLOYEES.**

All persons engaged at the Facility in operating any of the services hereunder shall be the sole and exclusive employees of VENUWORKS and shall be paid by VENUWORKS, except for those individuals employed or utilized by subcontractors of VENUWORKS, as provided for in this Agreement but in no event deemed an employee of CITY. Incumbent employees working at the Facility shall be offered the opportunity to continue in their positions as VENUWORKS employees for an ninety (90) day evaluation period. At the end of the probation period, employees who have performed satisfactorily will be offered continued

employment in the Facility by VENUWORKS. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, reemployment insurance, worker's compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, reemployment insurance and worker's compensation, and shall defend, indemnify and save CITY harmless from any responsibility therefore. VENUWORKS shall comply with all applicable laws, ordinances and regulations including, without limitation, those pertaining to human rights and non-discrimination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled or terminated by CITY for a violation of this paragraph.

- Employee Expense. All costs of employment of Facility employees incurred by VENUWORKS that are identified in the mutually agreed upon budget shall be an operating expense of the Facility. CITY and VENUWORKS will work together to assure a positive and productive working environment at the Facility.
- Employee Standards. VENUWORKS will employ trained and neatly uniformed employees and said employees shall conduct themselves at all times in a proper and respectful manner. Any dismissal shall be in accordance with VENUWORKS' corporate policy and applicable federal, state or local laws which may be in effect and, further, shall be in compliance with applicable union or labor organizational agreements which may be in effect at the time of said dismissal and VENUWORKS shall defend, indemnify and save CITY harmless from any claim, cause of action, expense (including attorneys' fees) lost, cost or damage of any kind or nature arising there from, except in the case of express written direction from CITY. The City may require a mutually agreed upon employee handbook be created or approved.

 **CITY OF**  
*Bloomington* ILLINOIS  
**REGULAR AGENDA ITEM NO. 9C**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Consideration of adopting a Resolution Supporting the Retention of the Bloomington Golf Course as City-owned Properties for the Sport of Golf and Ceasing the RFQ/RFP Process for Outside Management.

**RECOMMENDATION/MOTION:** That the Resolution be adopted and authorize the Mayor and City Clerk to execute the necessary document.

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

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

**BACKGROUND:** During a work session on January 11, 2016 based on a recommendation from the Budget Task Force, staff presented plans to investigate a RFQ/RFP process for possible outsourcing of Golf operations. Since then, considerable support for keeping Golf as a City operation has surfaced. The attached resolutions will solidify the City Council's desire to cease the RFP/RFQ process and retain the City's Golf Courses as City-owned and operated properties for the sport of golf.

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

**FINANCIAL IMPACT:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Nora Dukowitz, Communication Manager

Reviewed by: Jay Tetzloff, Director of Parks, Recreation and Cultural Arts / Miller Park Zoo

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel



Recommended by:



David A. Hales, City Manager

**Attachments:**

- Resolution

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Motion: That the Resolution be adopted and authorize the Mayor and City Clerk to execute the necessary document.

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

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

**RESOLUTION NO. 2016 -**

**A RESOLUTION SUPPORTING THE RETENTION OF THE BLOOMINGTON GOLF COURSES AS CITY-OWNED PROPERTIES FOR THE SPORT OF GOLF AND CEASING THE RFQ/RFP PROCESS FOR OUTSIDE MANAGEMENT**

**WHEREAS**, the City of Bloomington's Golf Courses, consisting of Highland Park, Prairie Vista and The Den at Fox Creek, are valuable community assets; and

**WHEREAS**, each golf course has its own unique niche in the sport of golf; and

**WHEREAS**, the courses, especially Highland Park, have historical significance to the City; and

**WHEREAS**, in 2015, 62,233 actual rounds of golf were enjoyed by players at the golf courses; and

**WHEREAS**, in 2015, the golf courses actually took in more revenue (\$2,785,404) than operational expenses (\$2,760,338); and

**WHEREAS**, the City planned to pursue an RFQ/RFP process for the possible outsourcing of management for the golf courses; and

**WHEREAS**, the residents and patrons of the golf courses have been outspoken in their support for how well managed the golf courses are by the City and that the golf courses should continue to be controlled and operated by the City; and

**WHEREAS**, the Bloomington City Council have determined that it is not currently in the best interests of the City to sell any or all of golf courses or to outsource the management of the golf courses.

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

**Section 1.** The above stated recitals are incorporated herein by reference.

**Section 2.** The Bloomington Golf Courses shall be retained by the City of Bloomington as City-owned properties for the sport of golf and City staff is hereby directed to cease the current RFQ/RFP process for outside management of the golf courses.

**Section 3.** This Resolution shall be in full force and effect immediately after its passage and approval.

ADOPTED this 28<sup>th</sup> day of March, 2016.

APPROVED this \_\_\_\_\_ day of March, 2016.

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

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Jeffrey R. Jurgens, Corporation Counsel



CITY OF  
*Bloomington* ILLINOIS  
**REGULAR AGENDA ITEM NO. 9D**

FOR COUNCIL: March 28, 2016

**SUBJECT:** Bloomington Police Department Youth Intervention Specialist 2015-2016 Year-End Review Presentation.

**RECOMMENDATION/MOTION:** Not applicable – presentation only.

**STRATEGIC PLAN LINK:** Goal 1: Financially Sound City Providing Quality Basic Services;  
Goal 4: Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:**

The police department initiated a pilot program during FY 2016 for a Youth Intervention Specialist (YIS) funded with a grant provided by State Farm. It is the focus of this program to provide services or direct youth in need to various community organizations for services on an as needed basis. Additionally, this program affords opportunities for youth to be mentored thus contributing the stability needed by youth.

**BACKGROUND & OVERVIEW:** This presentation will provide an overview of the program by enumerating the areas impacted by the position and the partnerships developed. The YIS was utilized in a myriad of ways to have a positive impact on youth in our community. The purpose of the presentation is to allow some reflection on those involvements and emphasize the importance of the evolving program moving forward.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** NA

**FINANCIAL IMPACT:** None at this time.

Respectfully submitted for Council consideration.

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

Reviewed by: Brendan O. Heffner, Chief of Police

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

Recommended by:



David A. Hales, City Manager

**Attachments:**

- Prevention vs. Intervention Services
- PowerPoint Presentation

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Motion: Not applicable – presentation only.

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

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

## Prevention vs Intervention Services

The Department of Justice and other agencies often use these terms. Here are the most common definitions:

- **Primary prevention** is designed to reduce risk factors and increase protective factors in young people in medium and high risk areas. Most primary prevention programs target younger students.
  
- **Secondary prevention** resources are targeted toward young people who have already displayed early signs of problem behavior or who are exposed to a significant set of family, community, neighborhood, school, and personal risk factors. Middle School and High School resources are often used in alternative schools, drug court and diversion programs, group homes, and even detention centers. Young people between ages 12-14, are targeted with these services as this is the age they are most vulnerable.
  
- **Intervention or tertiary prevention** with high-risk or gang-involved youth includes community-based programs as well as alternative schools, juvenile correctional settings, and probation agencies.

Type of Service	Partners	Youth Served	Time of Service	Service Provide
Primary	LINC and Boys and Girls Club Teen Club	75-125	Tuesday and Thursday 3-9pm transportation provide	Supervision Leadership Development Facilitation Community Resources
Secondary	Juvenile Probation	5-10	Monthly Meeting	Transportation One on One Mentoring Job Placement
Secondary	YouthBuild Summer Jobs Program	10	June-August	Referral One on One Mentoring Job Coaching
Intervention	BPD Crime Analyst and Local Law Enforcement	8	Ongoing	One on One Mentoring Job Placement Community Resources Weekly Contact

Youth Interventionist Time Track

Currently the Youth Interventionist is working between 20-25 hours each week.



# Bloomington Police Department Youth Outreach Program

Youth Interventionist

2015-2016 Year-End Review



# Program Objectives

- To reduce juvenile delinquency in the community.
- To connect youth and families to community resources in times of crisis.
- To enhance relationship building between the community and local law enforcement.



# Reduce Juvenile Delinquency


## Strategies

- Identify high risk youth who pose a danger to themselves, their families, peers, and the community.
- Establish effective communication between young people and their families.
- Identify opportunities for young people to reach their full potential and take ownership of their community.

# Challenges Facing Youth and Our Community

- Mental Health Issues within the family
- Hardcore Youth vs. "On the Fence Youth"
- Self Medicating- Drug/Alcohol Usage
- Lack of structure at home and within gangs
- Youth have easier access to dangerous weapons
- Non-severe punishment for criminal acts

Type of Service	Partners	Youth Served	Time of Service	Service Provided
Primary	LINC and Boys and Girls Club Teen Club	75-125	Tuesday and Thursday 3-9pm transportation provided	Supervision Leadership Dev Community Resources
Secondary	Juvenile Probation	5-10	Monthly Meeting	Transportation 1:1 Mentoring Job Placement Family Supports Academic Supports
Secondary	YouthBuild Summer Jobs Program	10	June-August	Referral 1:1 Mentoring Job Coaching
Intervention	BPD and Local Law Enforcement	8	Ongoing	1:1 Mentoring Family Supports Weekly Contact Jail Visits



# Outreach Methods

## “Thinking Outside the Box”

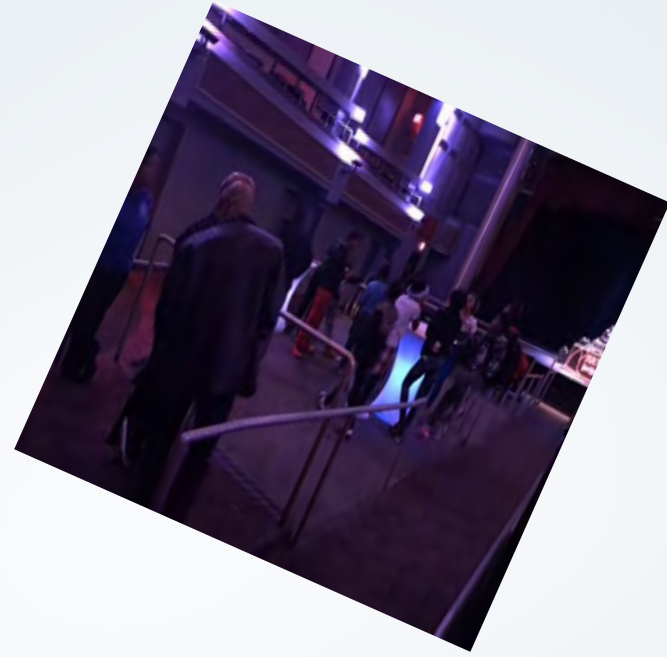
- Local Youth Programs
- Social Media
- Word of Mouth-Trusting Relationships
- Family Supports
- Law Enforcement Contacts



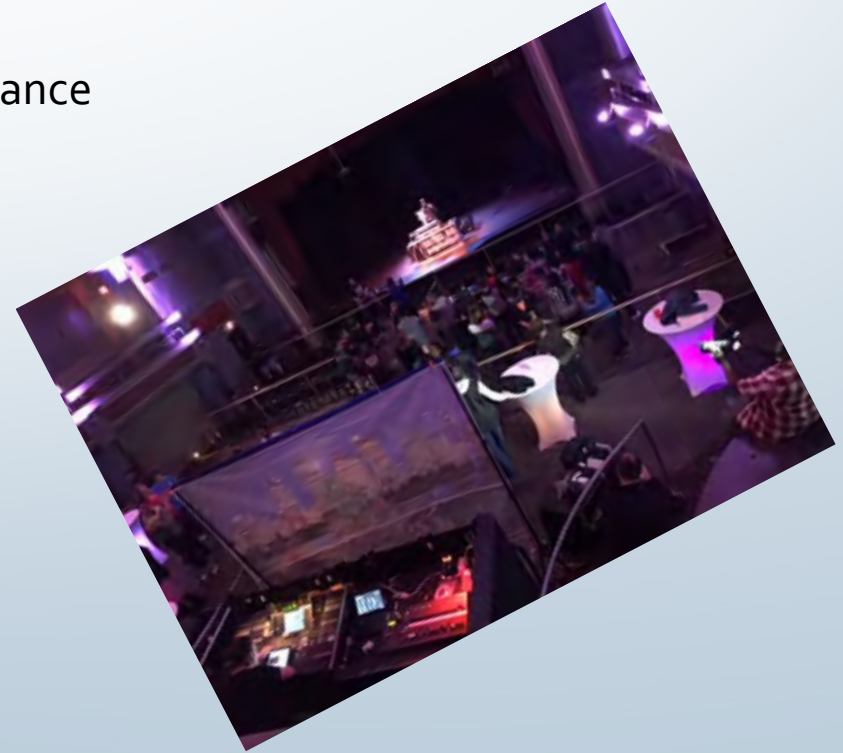
Community Engagement  
25 Young People







2015  
Christmas Party  
150 Young People in Attendance



## Fostering Community Relationships



# Additional Community Partners

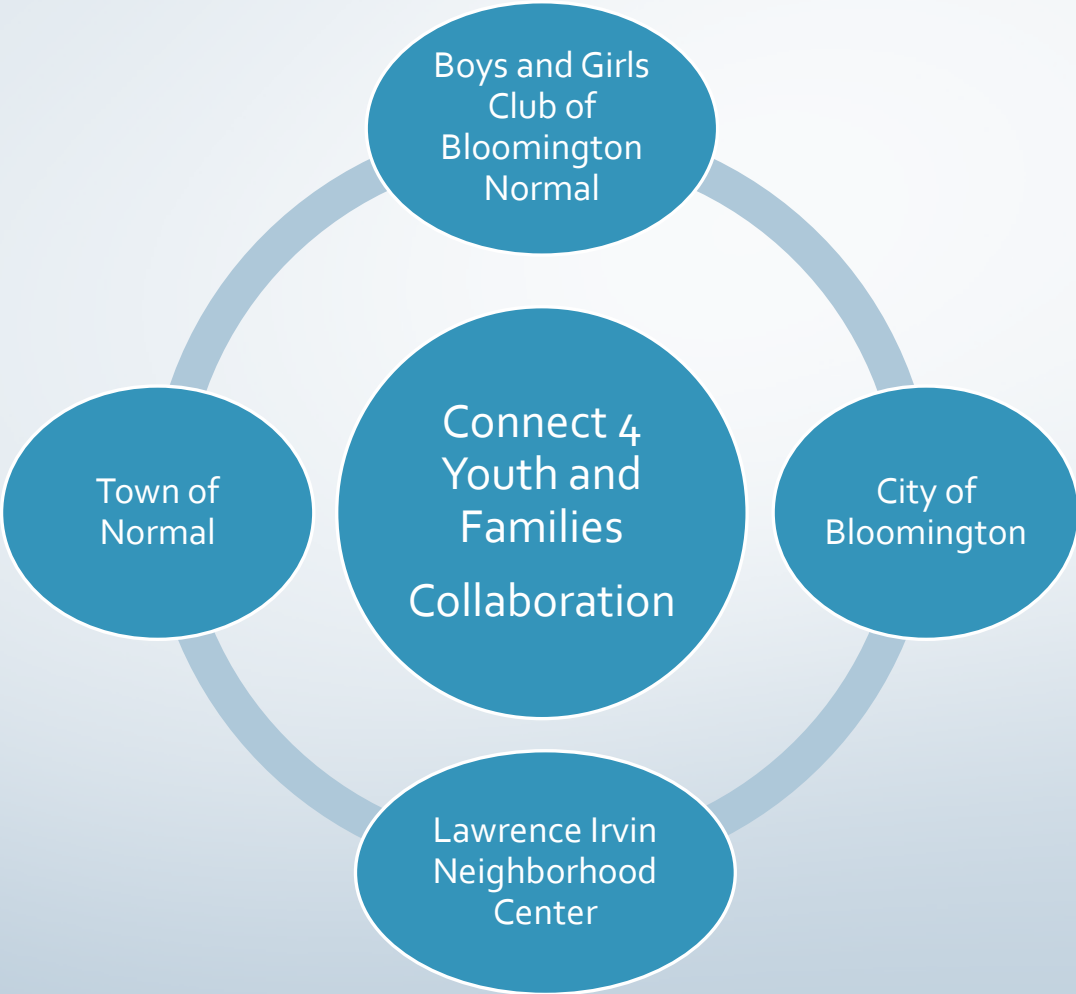
## Family Supports

- Mid Central Community Action
- Next Step
- Recycling for Families
- Lawrence Irving Neighborhood Center
- Local Food Pantries



# Program Highlights

- ✓ Assisted three families with Rental Assistance
- ✓ Connected ten youth to the YouthBuild Summer Jobs Program
- ✓ Built trusting relationships with older gang involved individuals
- ✓ Facilitated a meeting between local law enforcement and older gang involved individuals
- ✓ Assisted a family as they were dealing with being evicted-(5 young people in household)
- ✓ Becoming a bridge between law enforcement and the community



Boys and Girls  
Club of  
Bloomington  
Normal

Town of  
Normal

Connect 4  
Youth and  
Families  
Collaboration

City of  
Bloomington

Lawrence Irvin  
Neighborhood  
Center

# WHAT'S NEXT

- Development of the Director of Teen Services Position
- Summer Programming (Youth ages 12-15)
- Enhanced relationships with local school districts
- Continued development of wrap-around services for youth and families
- Cultivate relationships with Mental Health providers as it relates to youth and their families.