

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, MAY 12, 2014 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Public Comment (*15 Minutes*)**
- 6. Recognition/Appointments**
 - A. Introduction of Sue McLaughlin, Interim Asst. City Manager**
 - B. Proclamation Declaring May 18 – 24 as Emergency Medical Services Week**
- 7. Consent Agenda**
 - A. Council Proceedings of the April 21 Special Meeting and April 28, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of the April 21 Special Meeting and April 28, 2014 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Appointments and Reappointments to Various Boards and Commissions. (Recommend that the Appointments and Reappointments be approved.)**
 - i. Fire Pension Board: Paulette Hurd.**
 - ii. Citizen's Beautification Committee: Robin VanDermay, and Patricia Marton**
 - iii. Cultural District Commission: Karen Schmidt.**
 - iv. B-N Public Transit Board: Bill Wilson**

- D. Ratification of Initial Contract with Local 193 of the International Alliance of Theatrical State Employees, Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO (IATSE or Union). (Recommend that the Contract be ratified.)**
- E. Intergovernmental Agreement with Illinois Department of Agriculture to Participate as a Pilot Location for the Forever Green Illinois Program. (Recommend that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- F. Firehouse Software Cloud Services Upgrade. (Recommend that the five (5) year agreement with Xerox Government Systems, Fairfax, VA, a sole source provider, for the Firehouse Software solution upgrade and conversion to Firehouse Cloud Services with Firehouse Analytics be approved, in the amount of \$10,490.69 per year, the Resolution be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the WGLT Event June 14, 2014. (Recommend that the Ordinance be passed.)**
- H. Text Amendments, Chapter 21. Refuse. (Recommend that the Text Amendment be approved and the Ordinance be passed.)**
- I. Petition submitted by Parkway Partners-One, Inc., requesting approval to Reinstate Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision, located east of Mercer Ave., north of Ireland Grove Rd., and south of Veterans Pkwy. (Recommend that the Reinstated Preliminary Plan for Parkway Village Phase 3 PUD Subdivision be approved.)**
- J. Petition submitted by Parkway Partners-One, Inc., requesting approval of an Amended Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision located east of Mercer Ave., north of Ireland Grove Rd., and south of Veterans Pkwy. (Recommend that the Amended Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision be approved, and the Ordinance passed.)**
- K. Petition from Parkway Partners-One, Inc., Requesting Approval of a Final Plat for the Parkway Village Phase 3 Subdivision, commonly located east of Mercer Ave., north of Ireland Grove Rd., and south of Veterans Pkwy. (Recommend that the Final Plat be approved and the Ordinance passed.)**

8. Regular Agenda

- A. Presentation by Illinois Wesleyan University (IWU) Action Research Center regarding Tax Increment Finance (TIF) Analysis for West Bloomington (30 minutes)**

- B. Locust St. Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Phase 2 Construction Budget. (Recommend that this project be conceptually approved for the State Revolving Loan Fund.)**
 - i. Presentation (10 minutes)**
 - ii. Discussion (20 minutes)**
 - C. Discussion of FY 2016 Budget Priorities (25 minutes)**
- 9. City Manager's Discussion**
 - 10. Mayor's Discussion**
 - 11. City Aldermen's Discussion**
 - 12. Executive Session – cite section**
 - 13. Adjournment**
 - 14. Notes**



FOR COUNCIL: May 12, 2014

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

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

BACKGROUND: The proclamations to be presented:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Proclamation

Motion: That the Proclamation be made a matter of record.

Motion: _____ Seconded by: _____

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

PROCLAMATION
DECLARING May 18-24, 2014, AS
EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; and

NOW THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, in recognition of this event, do hereby proclaim the week of May 18-24, 2014, as

EMERGENCY MEDICAL SERVICES WEEK

and encourage the community to observe this week with appropriate programs, ceremonies, and activities.



Tari Renner
Mayor



Tracey Covert
City Clerk





FOR COUNCIL: May 12, 2014

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

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of the April 21 Special Meeting and April 28, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of the April 21 Special Meeting and April 28, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for April 21, 2014
Attachment 1. Draft Council Proceedings for April 28, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of the April 21 Special Meeting and April 28, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

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

The Council convened in Special Session in the Council Chambers, City Hall Building, at 5:37 p.m., Monday, April 21, 2014.

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

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

Aldermen: Judy Stearns, Mboka Mwilambwe, Kevin Lower, Robert Fazzini, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

Alderman absent: David Sage.

Fire Chief/Interim City Manager Mike Kimmerling, City Clerk Tracey Covert, and Asst. Corporate Counsel George Boyle were also present.

Staff absent: David Hales, City Manager.

**NOTICE OF SPECIAL MEETING
CITY OF BLOOMINGTON
CITY COUNCIL
APRIL 21, 2014**

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that there will be a Special Meeting of the City Council of the City of Bloomington, Illinois, in the Council Chambers at City Hall, 109 E. Olive Street, Bloomington, IL on MONDAY, APRIL 21, 2014 AT 5:30 P.M.

SPECIAL MEETING AGENDA

1. Call to Order
2. Roll Call
3. Public Comment (*15 minutes*)
4. Remote Participation
 - a. Verify that a quorum is present.

- b. Request to participate via telephone by Alderman Sage due to personal illness. (Recommend that Alderman Sage be allowed to participate remotely via telephone.)
5. FY 2015 Budget
- a) FY 2015 Budget Update *(5 minutes)*
 - b) Conceptual Approval of Proposed Cuts and Restorations *(10 minutes)*
6. Text Amendment Ordinance to Chapter 39. Taxation, Section 130. Home Rule Sales Tax, Removal of Sunset Clause. (Recommend that the Text Amendment be approved and the Ordinance be passed.) *(10 minutes)*
7. Text Amendment Ordinance to Chapter 39. Taxation for Implementation of a Four Percent (4%) Amusement Tax. (Recommend that the Text Amendment be approved, the Ordinance be passed, and the City Manager be authorized to enter into any agreements to collect the corresponding taxes.) *(10 minutes)*
8. Text Amendment Ordinance to Chapter 39. Taxation, for Implementation of a \$.04 per Gallon Local Government Motor Fuel Tax. (Recommend that the Text Amendment be approved and the Ordinance be passed.) *(20 minutes)*
9. Three (3) Text Amendment Ordinances to Chapter 7. Taxation regarding Utility Taxes
- a) Proposed Gas/Water/Telecommunication Tax increase. (Recommend that the Text Amendment be approved and the Ordinance passed.) *(10 minutes)*
 - b) Proposed Electric Utility Tax increase. (Recommend that the Text Amendment be approved and the Ordinance passed.) *(15 minutes)*
 - c) Proposed Municipal Gas Use Tax. (Recommend that the Text Amendment be approved and the Ordinance passed.) *(20 minutes)*
10. Adoption of the FY 2015 Budget and Appropriation Ordinance. (Recommend that the Ordinance be passed.) *(15 minutes)*

**Note that the ordinances, as well as the tax rates identified in any ordinance title, are subject to amendment and modification by Council action at the meeting.*

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

Bruce Meeks, 1402 Wright St., addressed the Council. He found the meeting challenging. It was not conducive to public engagement. He did not support the Council voting on items during a Special Session. He encouraged the Council to adopt a temporary

budget extension. He addressed the proposed Utility Tax increases. The time line was unclear. He did not believe that the City would receive any revenue from Utility Taxes until January 2015. The Council had not directed the City Manager. Budget reductions should not be inflammatory. If the Council passed a local gasoline tax, then citizens would be encouraged to purchase fuel out of town. He believed that these taxes in addition to the proposed Amusement Tax would be detrimental. He believed that property taxes should be earmarked for first responder, (police and fire), pensions. He questioned if the Council understood what was going on. The proposed budget ordinance had not been provided in enough time for the Council to study same. He had an idea that would reduce the budget by \$8 million. He had not had the opportunity to share his idea.

John Protzman, 2913 South Fork Rd., addressed the Council. He expressed his support for the Utility Tax. Residents were accustomed to a certain standard of living and expected a safe, well maintained City. City employees expected to earn a living wage and collect their earned pensions. These was a cost for same. Funding has been delayed for too long. He urged the Council to have the courage to do the right thing; pass the Utility Tax. He noted that this would be difficult. However, problems would become larger if not addressed promptly.

Joseph Johnson, 1106 W. Oakland Ave., addressed the Council. The City was large and provided a number of services. He believed that it was more expensive to live here than in neighboring cities. The Council needed to question what services were nearby cities not providing. City needed to reduce costs and not become engaged in projects that were not affordable instead of raising taxes. He was opposed to any tax increases. He recommended that the City absorb the loss from the US Cellular Coliseum. The building was not affordable and did not generate revenue.

Alton Franklin, 508 Patterson Dr., addressed the Council. The faces have changed but the song remained the same. He had been attending meetings for years. The Council talked about talking and planned about planning. The proposed revenue enhancements, (i.e. taxes), were presented as action that must be taken. Adoption of same would hurt those who care. He had seen a glimmer of hope from Council on occasion. Decisions were forced at the last minute. The Council needed to understand that there were costs. No consideration had been given to cost reductions. The Council needed to set priorities prior to determining how funds would be spent.

Motion by Alderman Lower, seconded by Alderman Schmidt to suspend the rules to allow additional Public Comment.

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

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

Nays: Alderman Fazzini.

Motion carried.

Dale Nafzinger, 1600 S. Main St., addressed the Council. He arrived late to the meeting due to work. His business had experienced several bad years and tough choices had to be made. Customers have expectations. Citizens also have expectations that included a balanced budget. Taxes and fees were out of control. He was a liquor license holder, (New Lafayette Club located at XXX Lafayette). He had no liquor violations but was penalized by being required to attend BASSET classes. He was opposed to spending \$2 million for flamingos at the Miller Park Zoo. The Council needed to balance the budget. He was building a new home which was not located in the City. Citizens were tired of taxes. The Council needed to meet customers' expectations and balance the budget.

Remote participation. Request to participate via telephone by Alderman Sage due to personal illness.

Motion by Alderman Black, seconded by Alderman Painter that Alderman Sage be allowed to participate remotely via telephone.

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

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

Nays: None.

Motion carried, (viva voce).

The following was presented:

FY 2015 Budget Update.

Mike Kimmerling, Fire Chief/Interim City Manager, introduced this item. He noted that David Hales, City Manager, was absent due to a family emergency.

The Council had a fiduciary responsibility to adopt a budget by the end of the Fiscal Year, (i.e. April 30, 2014). He recommended that the Council adopt same. This action should be viewed as a beginning and not an end. The budget could be amended at anytime during the fiscal year. The issue was spending authority which could affect daily operations of the City.

Mayor Renner noted that budget discussions had been ongoing for nine (9) months. Public discussions began in August 2013 at Mayoral Open Houses. The Council adopted an aggressive Police and Fire Pension Funding Policy in November 2013. These pensions must be paid, it was a fiscal obligation. The Council would find the next five (5) years as challenging. The Pension Funding Policy would result in long term savings of \$70 million. Police and fire uniformed personnel were first responders to emergency situations.

He recalled the City's fiscal crisis from five (5) years ago. The City had eliminated over seventy (70) full time equivalent positions. This fact made it difficult to find additional budget reductions. There have not been any inflationary increases in the General Fund during the past five (5) years.

He restated that there had been nine (9) months of Mayoral Open Houses, or approximately eighteen (18) meetings, which often focused on the budget. Three (3) Town Hall style meetings had been held to discuss the budget. The Council held a public hearing. He had made presentations to the Rotary, Kiwanis and other organizational meetings. The budget process has been open to public participation. It was time to act. Action had been delayed for too long. He hoped that the Council would take action this evening. The proposed budget represented a balanced approach. There needed to be dollar for dollar revenue increases and cost reductions. Budget reductions were okay but the Council needed to maintain a vibrant City. The proposed budget worked and would not require withdrawal from the fund balance. He cautioned that a budget amendment would be brought before the Council to address the cost of ice/snow removal from last winter. He restated that the budget as presented was a balanced approach. The Council had listened and it was time to act.

The following was presented:

Conceptual Approval of Proposed Cuts and Restorations.

Mayor Renner introduced this item. He referenced a spreadsheet which indicated Council's input on proposed reductions, restorations and tolerances for fee increases. He requested conceptual approval of the proposed budget reductions and/or restorations.

Alderman Stearns did not understand what conceptual approval implied. Mayor Renner noted that the budget ordinance would be addressed later on the agenda. This item would determine if the proposed reductions and restorations were agreeable to the Council in concept. The various parts would be voted on prior to the budget ordinance. Any amendments were required now.

MAIN MOTION: Motion by Alderman Fazzini, seconded by Alderman Black for conceptual approval of the proposed FY 2015 budget restorations and reductions as presented, (*see Special Meeting Packet for April 21, 2014 Item 4.*).

Alderman Fazzini suggested for the fourth time that two (2) proposed signalized intersections be removed from the budget at a cost of \$700,000. The budget contained three (3) signalized intersections. He recommended that one (1) intersection be signalized each fiscal year.

Alderman Black questioned restoration item #35, regarding recreation. He had received feedback. He requested that John Kennedy, Director of Parks, Recreation & Cultural Art, to address this item.

John Kennedy, Director Parks, Recreation & Cultural Arts, addressed the Council. This item addressed adult athletic programs, (i.e. softball and volleyball) at a cost of \$4,000.

Alderman Lower requested that the Council review his and Alderman Stearns' counter proposal list. He recommended that the Council approve the entire list.

FIRST AMENDMENT: Motion by Alderman Lower, seconded by Alderman Stearns to amend the main motion by including the budget reductions listed on pages 12 and 13 from the document entitled "FY15 CM Proposed Budget – As Revised 4–14–14, Suggestions from Council on Expenditure Reduction & Revenue Enhancements".

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

Ayes: Aldermen Stearns and Lower.

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

Motion failed.

Alderman Fruin stated that Alderman Black had questioned a specific item. Aldermen Lower and Stearns had listed a variety of items. He recommended that line items be discussed. Four to six (4 - 6) weeks ago, Council discussed the addition of positions. The public opposed same. He recommended that no additional personal costs be added to the budget. He believed that the Council needed further discussions. The budget could be amended in the future.

Mayor Renner clarified that Alderman Fruin suggested removing the proposed Asst. Police Chief and three (3) firefighter positions from the budget.

Alderman Fruin recommended that the Asst. Police Chief and three (3) firefighter positions be removed from the list of restorations.

Alderman Schmidt expressed support for Alderman Fazzini's suggestion regarding signalized intersections.

Jim Karch, Public Works Director, addressed the Council. He stated that Motor Fuel Tax (MFT) funds were budgeted for these projects. These dollars have no impact on the General Fund. These dollars were only eligible for MFT projects.

Alderman Fazzini expressed his opinion that \$4 million had been taken out of the \$10 million street resurfacing bond issue. The proposed action would return \$700,000 to the street resurfacing budget.

Alderman Mwilambwe believed that the traffic signalization was related to safety and economic development. He questioned how to decide which intersection to signalize first. He requested clarification from Mr. Karch.

Alderman Painter expressed support for Alderman Mwilambwe's comments. There were concerns at Arrowhead Dr. She believed that intersection should be signalized.

Alderman Mwilambwe noted that the traffic signal at Auto Row has been delayed in the past.

Mr. Karch noted that each intersection had merits. He noted the proximity of two (2) intersections, (i.e. Clearwater and Arrowhead). These two (2) intersections should be signalized at the same time.

SECOND AMENDMENT: Motion by Alderman Fazzini, seconded by Alderman Schmidt to amend the main motion by reducing the number of signalized intersection projects from three (3) to (1), thereby restoring \$700,000 for street projects to the proposed FY 2015 budget.

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

Ayes: Aldermen Schmidt, Painter, Lower, Fazzini and Fruin.

Nays: Aldermen Stearns, Mwilambwe, Sage and Black.

Motion carried.

Patti-Lynn Silva, Finance Director, addressed the Council. She stated that the traffic signals in question were in the current FY 2014 Budget. There were no dollars included in the FY 2015 Budget for these three (3) projects.

Alderman Fazzini restated that these funds (traffic signals) could be used for other projects.

Mayor Renner stated FY 2014 budget amendments were not listed on the meeting agenda. Therefore this idea could not be addressed.

RESCIND AMENDMENT: Motion by Alderman Fazzini, seconded by Alderman Schmidt to rescind the second amendment to the main motion.

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

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

Nays: None.

Motion carried.

Alderman Stearns voiced concerns about the process and the limited time allotted to speak.

Mayor Renner requested a motion to suspend the rules to extend the time allotted to this item.

Alderman Stearns expressed her opinion how important it was to spend time on the budget and much time had been spent on these proposals. She was disturbed about the limited discussion time. She noted that the budget reductions/restorations were developed by Mayor Renner and City Manager. She noted that the Communications Manager position was still in the FY 2015 Budget. Mayor Renner noted that this position was included the FY 2014 Budget. Alderman Stearns commented that it was still included. She did not support another Asst. Police Chief. She did not support reductions to public safety. She believed that there had been a reduction of a detective in the Cyber Crimes Unit. She would not support an addition of an administrative position. She had written a position statement. She referred to Carl Woodward's statement that the City was going over a fiscal cliff. In five (5) years, the deficit would be \$19 million. The City needed to reduce expenses.

Mayor Renner requested that Alderman Stearns conclude her comments as the time limit had been exceeded. He needed to move on to Alderman Lower for his comments. The next step would be a motion to suspend the rules to allow continued discussion.

Motion by Alderman Lower, seconded by Alderman Stearns to suspend the rules to allow continued discussion.

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

Ayes: Aldermen Mwilambwe, Schmidt, Black, Fruin and Lower.

Nays: Aldermen Painter, Schmidt, Fazzini and Sage.

Motion failed.

Motion by Alderman Fazzini, seconded by Alderman Black for conceptual approval of the proposed FY 2015 budget restorations and reductions as presented, (*see Special Meeting Packet for April 21, 2014 Item 4.*).

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

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

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 39. Taxation, Section 130. Home Rule Sales Tax, Removal of Sunset Clause

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

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

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

BACKGROUND: The Home Rule Sales tax was increased in FY2009 by 0.25 percent to primarily fund the debt service related to the US Cellular Coliseum (USCC) and Bloomington Center for Performing Arts (BCPA) with any residual revenues to restore the General Fund. The ordinance was adopted with a sunset clause set to expire in July 2015 affecting the FY 2016 General Fund budget. The expiration of this clause could add up to \$3,371,000 in debt service expense to the General Fund for up to twenty-one (21) years.

The BCPA bonds will be paid off in full by 2026, debt service is estimated between \$853,000 and \$1,064,000 per year with an outstanding principal balance of \$9,626,000. The USCC bonds will be paid off in full by 2035 with an annual debt service payments ranging from of \$1,650,000 to \$2,660,000 per year with and outstanding principal balance of \$23,935,000.

The Illinois Department of Revenue allows revenue changes twice per year. To ensure that deadlines are met and Council be fully versed on this clause, it is recommended the revision occur during the FY 2015 budget process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public budget discussions on the City Manager's proposed budget were undertaken on February 24, March 22, April 7, and April 14, 2014.

FINANCIAL IMPACT: The sunset of the Home Rule Sales Tax would reduce the General Fund revenues in FY 2016 by approximately \$2,500,000.

Respectfully submitted for Council consideration.

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

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 32

**AN ORDINANCE AMENDING CHAPTER 39 OF THE BLOOMINGTON CITY CODE
ELIMINATING THE QUARTER PERCENT RATE SUNSET PROVISION IN THE
HOME RULE MUNICIPAL RETAILERS' AND SERVICE OCCUPATION TAX**

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

SECTION 1. That Section 130 of Chapter 39 of Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Section 130: Imposition of Tax.

A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this state's government, at retail in this municipality at the rate of one and one-half percent (1½ %) of the gross receipts from such sales made in the course of such business when this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service at the rate of one and one-half percent (1½ %) of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. ~~The one-quarter percent increment increase imposed by Ordinance No. 2008-13 shall expire on July 1, 2015.~~

The imposition of these "home rule sales taxes" are in accordance with the provisions of Sections 8-11-1 and 8-11-5 respectively of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 8-11-5 (2006)).

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended 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 ten (10) days after the date of its publication.

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 21st day of April, 2014.

APPROVED this 22nd day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

Alderman Fruin commented that half of the Council that originally voted on this item were not serving currently. He added that sunset clauses do not actually sunset. The Council should learn from experience.

Alderman Stearns expressed her opinion that sunset clauses never came off. There was no point to adopting same. Tax increases were being used to fund frills, not basic services. She planned to support this item. She did not view it as an increase, it was simply maintenance.

Alderman Lower had seen sunsets removed. He cited the financial failure of Detroit, MI.

Alderman Fazzini had represented the Bloomington Center for the Performing Arts (BCPA) when it was originally implemented. The funds were intended for BCPA only, and not the US Cellular Coliseum (USCC) or General Fund. Limited funds had been directed towards the BCPA and these dollars were directed to the General Fund.

Alderman Schmidt questioned Alderman Fazzini's facts.

John Kennedy, Parks, Recreation & Cultural Arts Director, addressed the Council. He stated that the item Alderman Fazzini referenced was voted on in 2001. The item currently before Council was voted on in 2009. It was intended to pay the debt on the USCC.

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

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 39. Taxation for Implementation of a Four Percent (4%) Amusement Tax

RECOMMENDATION/MOTION: That the Text Amendment be approved, the Ordinance be passed, and the City Manager be authorized to enter into any agreements to collect the corresponding taxes.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Adopting a recurring revenue stream to fund operations facilitates the City's financial sustainability.

BACKGROUND: The FY 2015 City Manager proposed budget recommends the creation of a new Amusement Tax of four percent (4%) on amusements. The proposed text amendment defines amusements as exhibitive, meaning the taxpayer is spectating versus participating. Examples of such amusements would be cable subscriptions, movie tickets, movie and video game rentals, Bloomington Center for Performing Arts and U.S. Cellular Coliseum events. Events hosted by charities, religious organizations, school districts, public and private colleges, or other municipalities are exempt. This new tax would take effect on August 1, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public budget discussions on the City Manager's proposed budget were undertaken on February 24, March 22, April 7, and April 14, 2014.

FINANCIAL IMPACT: The Amusement tax is estimated to generate approximately \$1,000,000. This tax would be used for the general operations of the City.

Respectfully submitted for Council consideration.

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

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 33

BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, THAT:

**AN ORDINANCE AMENDING
THE CODE OF THE CITY OF BLOOMINGTON, ILLINOIS, 1960, AS AMENDED,
TO ESTABLISH AMUSEMENT TAXES AND REORGANIZE CERTAIN ARTICLES**

shall be, and is hereby adopted as follows:

Section 1. BACKGROUND.

The City is an Illinois home-rule municipal corporation organized and operating under the Illinois Municipal Code (“*Code*”). The City, pursuant to its home rule powers, desires to establish a system of taxation for all amusements occurring in the City.

Section 2. AMENDMENTS.

A. Amendment to Chapter 39, Article XV Establishing an Amusement Tax.

A new Article XVIII of Chapter 39 of The Code of the City of Bloomington, Illinois, 1960, as amended, is hereby established and will be and read as follows:

Article XVIII: Amusement Tax

Section 401: Definitions.

For the purposes of this Section Article XVIII, the following definitions apply unless the context clearly indicates or requires a different meaning:

- a. “Amusement” means and includes the provision of exhibitive entertainment, including, but not by way of limitation, the following activities and sports: any theatrical, dramatic, musical or artistic performance; motion picture show or movie; video or videotape; digital versatile disk (DVD); subscription video programming services; carnival; and athletic contest, sport or game, including, but not limited to, archery, shooting galleries and shooting ranges, boxing, wrestling, skating, dancing, swimming, racing or riding animals or vehicles, baseball, basketball, softball, football, tennis, racquetball, handball, golf, hockey, track and field games, soccer, rugby, bowling, billiards and pool games.
- b. “Gross Receipts” means all fees or charges received or collected in the form of admission fees or other charges for admission to or for the use or rental of any amusement for the purpose of witnessing, participating in, or utilizing any amusement regardless of whether such fees or charges are characterized as admission fees, membership fees, use charges, rent, rental or service charges, exclusive of any other fee or tax imposed by the United States government, the State of Illinois, the City or any other governmental unit. A fee or

charge which entitles the patrons in regard to any amusement operated within the corporate limits of the City to bona fide services in addition to, or unrelated to, the witnessing or watching the amusement, will not be subject to the tax provided for in this Section, provided, however:

1. Where a fee or charge is comprised of identifiable components, packages or tiers, the tax provided for in this Article XV will be imposed on any such components, packages or tiers that (a) provide solely for admission to any facility for the purposes of witnessing any amusement, or (b) are a condition precedent to being granted permission to witnessing or watching any amusement; and
 2. Where a single fee or charge for admission to any facility for the purpose of witnessing any amusement also entitles the patron of the amusement to the incidental use of appurtenant services or facilities, the tax provided for in this Article XV will be imposed on such fee or charge, provided the predominant activity of the facility is an amusement, unless an allocation order has been issued as provided for in Section 306 of this Article XV.
- c. "Person" means any natural individual, firm, organization, society, foundation, institution, partnership, association, joint stock company, joint venture, limited liability company, public or private corporation, receiver, executor, trustee or other representative appointed by order of any court, or any other entity recognized by law.
 - d. "Owner" means any Person having an ownership interest in or conducting the operation of a place or business which provides amusements.
 - e. "Subscription video programming service" means a cable service or video service, as such terms are defined in the Cable and Video Competition Law of 2007, as amended, 220 ILCS 5/21-201.

Section 402: Tax Imposed.

- a. From and after August 1, 2014 a tax is hereby imposed upon all persons operating amusements within the corporate limits of the City, and upon all persons operating places which provide amusements within the corporate limits of the City in an amount equal to *four percent (4.0%)* of the gross receipts for each amusement. This tax will be in addition to all other fees and taxes imposed by law.
- b. Any person subject to the amusement tax may separately itemize and charge to patrons in addition to any admission fee or other charge, the amount of amusement tax attributable to the admission fee or other charge. In the event the tax imposed by this Section is not shown or collected as a separate charge, all admission fees or other charges shall be deemed exclusive of the amusement tax specified hereinabove.

Section 403: Books and Records; Inspection; Contents.

- a. The Owner shall be subject to the audit, inspection and recordkeeping provisions of Article XV, commonly referred to as the Tax Rights and Responsibility Ordinance. To the extent reasonably possible, entry will be conducted in a manner that is least disruptive to the business of the place providing amusements.
- b. It will be unlawful for any person to prevent, hinder, or interfere with the City Finance Director, the City Treasurer or their duly designated deputies or representatives in the discharge of their respective duties in the performance of this subsection. It is the duty of every Owner which provides amusements to keep accurate and complete books and records to which the City Treasurer, the City Finance Director or their respective deputies or representatives will at all times have full access.

Section 404: Transmittal of Tax Revenue by Owner.

- a. Each owner which provides amusements must file tax returns showing the gross receipts received during each calendar month period upon forms provided by the City Finance Director. Returns for each calendar month will be due on or before the 25th day of the next calendar month, (e.g. the return for January shall be due on or before the 25th day of February; the return for February shall be due on or before the 25th day of March; etc.). Notwithstanding the foregoing, in the event that the owner of the place which provides amusements is allowed to file Illinois Retailers' Occupation Tax and Illinois Service Occupation Tax returns with the Illinois Department of Revenue at intervals which are greater than monthly, that owner will be allowed to file tax returns relative to the tax imposed by this Article XV with the City at the same intervals. At the time of the filing of said tax returns, the owner will pay to the City Treasurer all taxes due for the period to which the tax return applies.
- b. If, for any reason, any tax due pursuant to this Section 404 is not paid when due, penalties and interest will be imposed in accordance with the provisions of Article XV, Section 311 of this Chapter 39.
- c. Any person filing a return may retain 1 percent of the tax they collect to reimburse them for expenses incurred in connection with collections and remitting the tax. This commission shall not be allowed for taxes not timely remitted to the Finance Department.

Section 405: Registration.

Every owner which provides amusements in the City will register with the Finance Department by July 31, 2014 or the date of becoming such an owner, whichever is later.

Section 406: Allocation Orders.

- a. A person, obligated to pay the tax provided for in this Article XV may apply for an allocation order by submitting a written application to the Finance Department, on a form

provided by the Finance Department, together with an application fee in an amount established from time to time by the Finance Director.

- b. The Finance Director will select a reasonable time and place for a hearing upon each application, provide the applicant with written notice of the hearing date, by certified mail, not less than 15 days prior to such hearing, and preside over the hearing. Any person or owner may appear at the hearing or by attorney. The Finance Director will forward written recommendations to the City Manager within 30 days of the close of such hearing.
- c. The Finance Director will not recommend, and the City Manager will not issue an allocation order unless the applicant establishes, by clear and convincing evidence at the hearing, that a specific portion or portions of the fee or charge is attributable to nonamusement items, services or facilities. An allocation order will set forth the specific portion or portions of the fee or charge attributable to nonamusement items, services or facilities and the specific portion or portions attributable to an amusement. From and after the issuance of an allocation order, the owner named in the allocation order will pay the tax imposed under this Article XV, with respect to the subject fee or charge, based only upon the portion or portions of the subject fee or charge attributable to the amusement.

Section 407: Exemptions.

- a. The provisions of this Section do not apply to any amusement sponsored and conducted by, and the proceeds of which inure exclusively and solely to the benefit of, any bona fide religious, charitable, or not-for-profit person or organization; provided, however, that such person or organization has received an exemption from the State of Illinois and the United States Internal Revenue Service exempting that person or organization from the payment of state and federal income taxes.
- b. The provisions of this Section do not apply to any non-City operated amusement whenever both of the following conditions exist:
 1. The amusement is operated or conducted by a park district, a school district, a public or private university, any other unit of local government, or interscholastic organization , whether individually or jointly; and
 2. The place where the amusement is conducted is owned by a park district, a school district, a public or private university, or any other unit of local government, whether individually or jointly.

Section 408: Collection.

Whenever any person shall fail to pay the tax imposed by this Article XV, the City Attorney will, upon request of the City Manager, bring or cause to be brought an action to enforce the payment of said tax on behalf of the City in any court of competent jurisdiction.

Section 409: Suspension of Licenses.

If the City Manager, after a hearing held by him or for him by his designee, shall find that any person has willfully avoided the payment of any tax imposed by this Article XV, he may suspend or revoke all City licenses held by such tax evader. The person shall have an opportunity to be heard at such hearing to be held not less than 15 days after being mailed notice, by certified mail, of the time when and the place where the hearing is to be held, addressed to said person at said person's last know place of business or home address. Any suspension or revocation of any license(s) shall not release or discharge the person from his civil liability for the payment of the tax nor from prosecution for such offense.

Section 410: Penalties.

- a. Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with or unlawfully resisting or opposing the enforcement of any of the provisions of this Article XVIII, except when otherwise specifically provided, upon conviction will be punished by a fine of not less than \$200.00 nor more than \$750.00 for the first offense, and not less than \$500.00 nor more than \$750.00 for the second and each subsequent offense in any 180 day period.
- b. Each day upon which a person continues any violation of this Article XVIII, or permit any such violation to exist after notification thereof, will constitute a separate and distinct offense.
- c. Any person subjected to the penalties provided for by this Section 410 will not be discharged or released from the payment of any tax due.
- d. Notwithstanding any of the foregoing provisions of this Section, the penalties for late payment or late filing described in Article XV shall be the exclusive remedies against an owner which files either the tax return or tax payment after the due date but before the City issues a notice of tax delinquency. After the City issues a notice of tax delinquency, the Owner may be liable for both the failure to file penalty described in Article XV and for the penalties for violating this Chapter as herein described.

Section 3. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law.

PASSED this 21st day of April, 2014

APPROVED this 22nd day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Mwilambwe that the Text Amendment be approved, the Ordinance be passed, and the City Manager be authorized to enter into any agreements to collect the corresponding taxes.

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

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

Nays: Alderman Stearns, Lower and Sage.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 39. Taxation, for Implementation of a \$.04 per Gallon Local Government Motor Fuel Tax

RECOMMENDATION/MOTION: That the Text Amendment be approved, the Ordinance be passed, and the City Manager be authorized to enter into any agreements to collect the corresponding taxes.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Allow the City to use the additional revenue to fund street resurfacing and repairs for better quality travel throughout the City.

BACKGROUND: Illinois has many different taxes on the sale of motor fuel including various federal, state, and local motor fuel taxes, as well as various sales taxes. The state taxes include: a flat 19-cents per gallon motor fuel tax on gasoline/gasohol (21-cents for diesel); 1.1-cents per gallon in environmental fees (0.3-cents leaking underground storage tank fee, 0.8-cents environmental impact fee); and a state sales tax of 6.25% (5% going to the state and 1.25% going

to local governments) of motor fuel sales. These are imposed on the price before the inclusion of the state motor fuel tax.

In Illinois, home-rule units may impose a Local Motor Fuel Tax (LMFT) which is not restricted by the state. This includes gasoline, gasohol, diesel, and bulk sales. The tax is collected by municipalities from local fuel vendors monthly. Because the state is not restricting home-rule local motor fuel taxes, a comprehensive list of municipalities leveraging a LMFT has been difficult to find. However, some localities ordinances are available online and several surveys have been found from other municipal studies.

In 2009, the Illinois General Assembly tasked the Legislative Research Unit (LRU) to find information on all states' gasoline and diesel fuel tax rates, including local taxes. The LRU report identified thirty-three (33) home-rule cities which imposed a LMFT. An update to the survey was performed on the identified localities via website information and phone interviews.

The following table represents the current LMFT rates of the municipalities identified in the report.

Local Motor Fuel Taxes in 33 Illinois Localities			
Alsip	\$0.03	Morton Grove	\$0.02
Bolingbrook	\$0.05	Mount Prospect	\$0.04
Burbank	\$0.05	Naperville	\$0.04
Carbondale	\$0.03	Oak Forest	\$0.03
Carpentersville	\$0.02	Oak Park	\$0.06
Champaign	\$0.04	Park Ridge	\$0.04
Chicago	\$0.05	Pekin	\$0.04
Cicero	\$0.02	Peoria	\$0.02
Danville	\$0.067	Rock Island	\$0.02
Des Plaines	\$0.04	Rolling Meadows	\$0.03
Downers Grove	\$0.025	Rosemont	\$0.02
Elmhurst	\$0.015	Sycamore	\$0.02
Evanston	\$0.04	Urbana	\$0.04
Evergreen Park	\$0.03	Village of Niles	\$0.025
Galesburg	\$0.04	Warrenville	\$0.04
Lincolnwood	\$0.03	Woodridge	\$0.025
Moline	\$0.01	Listed alphabetically	

The actual impact of leveraging a LMFT can be difficult to quantify.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: It is estimated that the LMFT would generate approximately \$1 million during a full year of implementation. This ordinance requires funds from this tax be used for transportation infrastructure projects.

Respectfully submitted for Council consideration.

Financial & budgetary review by: Carla Murillo, Budget Manager
Patti-Lynn Silva, Director of Finance

Legal review by: Jeffrey R. Jurgens, Interim Corporate Council

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 34

**AN ORDINANCE ESTABLISHING A LOCAL MOTOR FUEL TAX
IN THE CITY OF BLOOMINGTON**

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

SECTION 1. That the sections identified below in Chapter 39 of Bloomington City Code, 1960, as amended, shall be further amended by adding the following Article XVIII:

Article XVIII Local Motor Fuel Tax

Section 370. Definitions.

For the purpose of this article, whenever any of the following words, terms or definitions are used herein, they have the meaning ascribed to them in this section:

- (a) Bulk user means any person who purchases motor fuel for storage in bulk storage facilities located within the City, which facilities are owned, leased, or controlled by the person, for subsequent dispensing into the supply tanks of internal combustion engines operated by the person.
- (b) Motor fuel means all volatile and inflammable liquid produced, blended, or compounded for the purposes of, or which are suitable or practicable for, operating motor vehicles.
- (c) Retail gasoline dealer means any person who engages in the business of selling motor fuel in the City, to a purchaser for use or consumption, and not for resale in any form.
- (d) Sale, resale or selling means any transfer of ownership or possession, or both, exchange, or barter, conditional or otherwise, in any manner or by any means whatsoever for valuable consideration.

Section 371. Imposition of tax.

- (a) There is levied and imposed upon the purchase of each gallon of motor fuel, or fraction thereof, sold at retail within the corporate limits of the City, irrespective of the unit of measure in which it is actually sold, a tax at the rate of four cents (\$0.04) per gallon from and after August 1, 2014.
- (b) The tax herein levied shall be paid in addition to any and all other taxes and charges. The tax herein imposed is not based on the selling or purchase price or gross receipts from the sale or purchase of motor fuel.

- (c) The ultimate incident of and liability for payment of the tax is to be borne by the retail purchaser of motor fuel. However, the local motor fuel tax shall be collected by each retail gasoline dealer as set forth in Section 372. Nothing in this subchapter shall be construed to impose a tax upon the occupation of persons engaged in the retail sale of motor fuel.

Section 372. Collection by retail gasoline dealers.

- (a) Each retail gasoline dealer in the City shall have the duty to collect the local motor fuel tax from each purchaser of motor fuel at the time the consideration for such purchase is paid and to remit said collection to the City in the time required by Section 373(a). Any person filing a return may retain 1 percent of the tax they collect to reimburse them for expenses incurred in connection with collections and remitting the tax. This commission shall not be allowed for taxes not timely remitted to the Finance Department.
- (b) Each retail gasoline dealer shall be the trustee for the City in the collection and remittance of such local motor fuel taxes.
- (c) If any retail gasoline dealer fails to collect the local motor fuel tax, such retail gasoline dealer shall remain liable for the local motor fuel tax not collected and shall pay the amount of the local motor fuel tax due to the City in accordance with this article.
- (d) Each retail gasoline dealer shall have the duty to maintain complete and accurate books, records and accounts showing the gross receipts for the sale of motor fuel and the taxes collected from the purchaser thereof, which shall be available in the City for examination and for audit by the City upon reasonable notice during customary business hours.

Section 373. Transmittal of tax revenue; credits and refunds.

- (a) A sworn monthly return shall be filed with the Finance Director by all retail gasoline dealers in the City in a format prescribed by the Finance Director, containing such information as the Finance Director may reasonably require, including all receipts from taxable purchases of motor fuel and the tax collected therewith, which return shall be filed and the tax collected therewith due on the same due date as established for filing the Illinois Department of Revenue's ST-1 sales and use tax return or the twentieth (20th) day of the month following the month in which the tax was collected, whichever is earlier.
- (b) Every bulk user shall transmit to the Finance Department no later than the 20th day of each calendar month, a sum of money equal to the amount of motor fuel tax owing for the preceding month, accompanied by a sworn monthly return in a format prescribed by the Finance Director containing such information as the Finance Director may reasonably require.

Section 374. Revenue to be used for transportation infrastructure projects.

The revenue produced by the tax imposed in Section 371 shall be used for transportation infrastructure projects.

Section 375. Rules and regulations.

The Finance Director shall cause the provisions of this article to be enforced and administered and in order to do so is authorized to promulgate and publish such rules and regulations and make such rulings and decisions not in conflict with this article which he/she may deem necessary to administer and enforce the provisions of this article.

Section 376. Penalty.

Whenever any person shall fail to pay any tax as herein provided or required, or to file any tax return, the penalties, interest, and collection procedures set forth in Article XV shall apply in addition to any other rights and remedies provided to the City by law or ordinance.

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 ten (10) days after the date of its publication.

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 21st day of April, 2014.

APPROVED this 22nd day of April, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

Alderman Lower stated his opposition to this item as it would be hard on the business community. He cited his small business ownership experience. He closed his business due to taxes which included Worker's Compensation, and insurance costs. All goods/services produced in the City were subject to taxes that were passed on to the consumer. At some point, the consumer will no longer be able bear the expense. He had observed local small businesses under stress. He cited a Moody's report from October 2013 that referenced the risk of recession. Unemployment had increased. The City's ranking as a location where jobs were created and sustained dropped from 66th in 2012 to 98th.

Alderman Stearns agreed with Alderman Lower's comments. Increasing costs adversely affected business. Mr. Nafzinger had told of real world experience. She cited the impact of prices on border cities. People would purchase gasoline out of town. It would cost City revenues. She opposed to this tax.

Mayor Renner noted that the revenue would be earmarked for streets.

Alderman Black addressed the increased cost of gasoline over the years and how it always seemed to be too high. He understood the risk that gasoline could be purchased out of town. He was not a fan of this tax. It was a failing system. The federal government planned to increase the motor fuel tax by twenty-two cents (.22) and tie it to inflation. The state was also considering an increase. He was leery of this tax. He questioned citizen input. The City needed to take action and provide a revenue stream for street resurfacings. It might be too much if the City, state and federal governments all raised this tax. The City may need to repeal this tax in the future. He restated his hesitance.

Alderman Painter had followed gasoline prices for six (6) weeks. The City's cost was the same as other cities with this tax. Prices dropped on Monday night and rose prior to a holiday. There was a lot of play in gasoline pricing. The City had received no benefit from the current cost of gasoline. She expressed her support for this tax.

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

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

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

Nays: Aldermen Stearns, Lower and Sage.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 7. Taxation regarding Utility Taxes

RECOMMENDATION/MOTION: That the Text Amendments be approved, the Ordinances passed, and the City Manager authorized to enter into any agreements to collect the corresponding taxes.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Allow the City to use the additional revenue to fund employer contributions to the Police and Fire Pensions.

BACKGROUND: The Utility Tax ordinance revisions include four (4) components: Natural Gas/Water, Electricity, and Telecommunications. The FY 2015 City Manager's proposed budget recommends an increase in the City's Utility Tax to the full statutory limit but this has been modified to an increase of approximately half the full statutory limit for all utility taxes except Telecommunications. Telecommunications is proposed to increase to the full statutory limit. The City currently taxes utilities at half the allowable rate and half that of the Town of Normal.

The attached ordinances have been revised to reflect these tax increases and updated. The implementation of this tax will provide an increase in a recurring revenue stream in the first year of approximately \$1.7 million and an additional \$1 million in FY 2016 due to legal implementation dates. In each ordinance is language that requires these funds to be utilized for the employer contributions to fund the Police and Fire Pensions plans.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public budget discussion on the City Manager's proposed budget was undertaken on February 24, March 22, April 7, and April 14, 2014.

FINANCIAL IMPACT: The City needs to create a recurring revenue stream to fund the Police and Fire Pension Funding Ordinance. These increased revenues would assist in meeting that commitment but would not achieve the five (5) year estimated cumulative total of \$6.8 million.

Respectfully submitted for Council consideration.

Financial & budgetary review by: Carla Murillo, Budget Manager
Patti-Lynn Silva, Director of Finance

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - ____

Be it ordained by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, THAT:

**AN ORDINANCE AMENDING THE
CITY OF BLOOMINGTON'S CODE OF ORDINANCES, AS AMENDED,
TO ESTABLISH NEW MUNICIPAL ELECTRIC UTILITY TAX RATES**

shall be, and is hereby adopted as follows:

Section 1. BACKGROUND.

The City is an Illinois home-rule municipal corporation organized and operating under the Illinois Municipal Code ("*Code*"). Section 8-11-2 of the Code authorizes a tax on the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the City's corporate limits, 65 ILCS 5/8-11-2. The City previously amended Article 10 of Chapter 39 of the City's Code of Ordinances to impose an electricity tax. The City now wishes to modify the rate of taxation by amending the City's Code of Ordinances.

Section 2. SECTION AMENDED. The following changes are hereby made to Chapter 39, Article 10, Section 46 of the City's Code of Ordinances (additions underlined and deleted language noted with ~~strikethrough~~ text):

CHAPTER 39: TAXATION

Article X: Electricity Tax

Section 46: Tax Imposed.

(a) A tax is imposed on all persons engaged in the following occupations or privileges: The privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the municipality at the following rates, calculated on a monthly basis for each purchaser:

- (i) For the first 2,000 kilowatt-hours used or consumed in a month; ~~0.2777~~ 0.4439 cents per kilowatt-hour;

- (ii) For the next 48,000 kilowatt-hours used or consumed in a month; ~~0.1824~~ 0.2911 cents per kilowatt-hour;
- (iii) For the next 50,000 kilowatt-hours used or consumed in a month; ~~0.1639~~ 0.2620 cents per kilowatt-hour;
- (iv) For the next 400,000 kilowatt-hours used or consumed in a month; ~~0.1593~~ 0.2547 cents per kilowatt-hour;
- (v) For the next 500,000 kilowatt-hours used or consumed in a month; ~~0.1548~~ 0.2474 cents per kilowatt-hour;
- (vi) For the next 2,000,000 kilowatt-hours used or consumed in a month; ~~0.1457~~ 0.2329 cents per kilowatt-hour;
- (vii) For the next 2,000,000 kilowatt-hours used or consumed in a month; ~~0.1434~~ 0.2292 cents per kilowatt-hour;
- (viii) For the next 5,000,000 kilowatt-hours used or consumed in a month; ~~0.1411~~ 0.2256 cents per kilowatt-hour;
- (ix) For the next 10,000,000 kilowatt-hours used or consumed in a month; ~~0.1389~~ 0.2220 cents per kilowatt-hour; and
- (x) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month; ~~0.1366~~ 0.2183 cents per kilowatt-hour. (~~Ordinance No. 1998-59~~)

(b) The rates set forth in subsection (a) above shall be effective with respect to the use or consumption of electricity between (i) the later of this Ordinance's effective date and the first billing cycle for which the electric utility can collect such rates, and (ii) April 30, 2015. Pursuant to 65 ILCS 5/8-11-2, the rates set forth in subsection (a) above shall be effective:-

(c) The rates set forth in subsection (a) above were increased by ordinance on April 21, 2014, and these increased cents per kilowatt hour shall be designated for funding employer contributions to the Police and Fire Pensions.

~~(A) — on August 1, 1998 for residential customers; and-~~

~~(B) — on the earlier of: (1) the last bill issued prior to December 31, 2000, or (2) the date of the first bill issued pursuant to 220 ILCS 5/16-104, for nonresidential customers. (Ordinance No. 1998-32)~~

~~(c) — Pursuant to 65 ILCS 5/8-11-2, Chapter 39, Section 36(c) of the Bloomington City Code (commonly known as the Gross Receipts Utility Tax) shall specifically remain in effect:-~~

~~(A) — for receipts attributable to residential customers, until July 31, 1998; and-~~

~~(B) — for receipts attributable to nonresidential customers, the earlier of: (1) through the last bill issued prior to December 31, 2000, or (2) the date of the first bill issued to such nonresidential customer pursuant to 220 ILCS 5/16-104. (Ordinance No. 1998-32)~~

~~(d) — The provisions of Section 46 shall not be effective until August 1, 1998. (Ordinance No. 1998-32)~~

Section 3. SUPERSEDER. All ordinances, resolutions, motions, or orders in conflict herewith are hereby repealed to the extent of such conflict, and this Ordinance shall be in full force and effective immediately upon its passage by the Corporate Authorities and approval as provided by law.

Section 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after (a) its passage and publication in pamphlet form, in accordance with law; and (b) the City Clerk providing a certified copy of this Ordinance to entities and people that deliver electricity to consumers located within the City; provided, however that the failure to receive a certified copy of this Ordinance by any entity or person delivering electricity to consumers located within the City, for any reason whatsoever, will not prevent this Ordinance from becoming effective no later than May 1, 2014.

PASSED this ____ day of April, 2014.

APPROVED this ___ day of April, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

Mayor Renner introduced this item. This proposed Text Amendment regarding Utility Taxes had been presented in three (3) component ordinances. These taxes would be directed towards Police and Fire Pensions. The rate would go from 2.5% to 3.75%. the Town of Normal was currently at five percent (5%). Most surrounding cities were also at five percent (5%). This action has been proposed to avoid a property tax increase.

George Boyle, Asst. Corporation Counsel, addressed the Council. He clarified that this item was presented as three (3) separate Text Amendments.

Mayor Renner expressed his understanding that the three (3) Text Amendments could be passed with a single motion.

Mr. Boyle cited discussion held amongst the Corporation Counsel staff. It was his understanding that the proposed Text Amendments could be discussed together but should be voted on separately.

Alderman Fruin stated that based on prior discussion, the voting method would not make a difference.

Mayor Renner requested for a motion from the Council. The Council did not make a motion regarding the proposed Gas/Water/Telecommunication Tax increase or a motion regarding the proposed Municipal Gas Use Tax.

Alderman Fruin wanted to be clear as there were many moving parts. He was opposed an increase in the Utility Tax. This was not the right thing to do after approving the Text Amendments to remove sunset clause from the Home Rule Sales Tax, and the implementation of a four percent (4%) Amusement Tax and a .04 per gallon Local Motor Fuel Tax.

Mayor Renner restated that Utility Taxes would be earmarked for Police and Fire Pensions.

Alderman Schmidt stated that the Utility Tax was a regressive tax. She was opposed to this tax. She expressed her concern that the deadline had been missed. She suggested an increase to the property tax which would be tied to Police and Fire Pensions. The Council had missed this opportunity in the fall 2013. She believed that the property tax was a less regressive option.

Mayor Renner stated that there were no legal issues regarding the proposed increase to the Utility Tax.

Alderman Stearns agreed that the Utility Tax was regressive. Citizens were struggling and it would punish businesses. Moody's outlook for the City has been lowered. The City could fall back into a recession. This would be another penalty/burden for the working class. The Council should examine spending and reduce funding for travel, food, flamingos at the Zoo and the Communications Manager position. An increase to the Utility Tax was not the solution. She had recommended \$5 million in budget reductions.

Alderman Lower echoed with Alderman Stearns' comments. There was a revenue stream for Police and Fire Pensions, i.e. the property tax. The cost for these pensions had already been paid. The City was providing unnecessary program. He would not support this item.

Alderman Mwilambwe was hesitant to support this tax. He was concerned that it would burden those who least could afford it. He was committed to funding these pensions. He questioned the impact of not approving this item.

Mayor Renner informed the Council that the City would have to spend dollars from the reserve fund.

Alderman Fruin believed that the City had an obligation to and needed to fund these pensions. The Council needed an alternative funding mechanism.

Alderman Sage restated that these dollars would be directed towards Police and Fire Pensions.

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

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

Ayes: Aldermen Mwilambwe, Painter, Sage and Black.

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

Motion failed.

Mayor Renner noted that none of the proposed increases to the Utility Tax had passed. The gap in the proposed FY 2015 Budget was \$1.7 million.

Motion by Alderman Black, seconded by Alderman Stearns to recess the meeting for fifteen (15) minutes.

Motion carried, (viva voce).

The following was presented:

SUBJECT: Adoption of the FY 2015 Proposed Budget and Appropriation Ordinance

RECOMMENDATION/MOTION: The Council approves the FY2015 Appropriation Ordinance.

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 is required by state statute to adopt an annual appropriation Ordinance by May 1, 2014. The recommended budget was presented to Council in two (2) budget books at the Monday, February 24, 2014 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 Fund.

The City held a Council Work Session on Saturday, March 22, 2014 and on Monday, April 7, 2014 to provide the governing board the opportunity to discuss the budget. The Budget Public Hearing was held on April 14, 2014 during a Council meeting which is required by state statute and required to be conducted prior to the adoption of the FY 2015 Budget.

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 24, March 22, April 7, and April 14.

FINANCIAL IMPACT: The FY 2015 updated budget expenditures for the thirty (30) City funds are \$179,426,393, while budgeted revenue is updated to reflect \$169,826,827. The \$9,599,566 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: Chris Tomerlin, Budget Analyst

Reviewed by: Carla A. Murillo, Budget Manager

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

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 35

**BUDGET AND APPROPRIATION ORDINANCE
FISCAL YEAR ENDING APRIL 30, 2015
CITY OF BLOOMINGTON**

Make appropriations for all Corporate Purposes for the Fiscal Year beginning May 1, 2014 and ending April 30, 2015, for the City of Bloomington, McLean County, Illinois.

Be It Ordained by the City Council of the City of Bloomington, Illinois: that passage of the Budget Document shall be in lieu of passage of a separate Appropriation Ordinance, as required by 65 ILCS 5/8-2-9 and 5/8-2-9.4.

Section One. That the amounts as listed in Exhibit A, or so much thereof as may be authorized by law, as may be needed and same is hereby appropriated for such purposes as General Fund, Motor Fuel Tax Fund, Board of Election Fund, Drug Enforcement Fund, Community Development Fund, Single Family Owner Occupied Rehab (SFOOR), Library Maintenance and Operation Fund, Library Fixed Asset Replacement Fund, Park Dedication Fund, General Bond and Interest Fund, Market Square Tax Increment Financing (TIF) Bond Redemption Fund, 2004 Coliseum Bond Redemption, 2004 Multi-Project Bond Redemption, Capital Improvements Fund, Capital Lease Fund, Central Bloomington TIF Fund, Pepsi Ice Center Capital Fund, Water Fund, Sewer Fund, Storm Water Fund, Solid Waste Fund, Abraham Lincoln Parking Fund, Golf Fund, City Coliseum Fund, Casualty Fund, Employee Insurance & Benefits Fund, Retiree Health Care Fund, and the J.M. Scott Health Care Fund for the fiscal year of said City of Bloomington, McLean County, Illinois, beginning May 1, 2014 and ending April 30, 2015.

Section Two. The amount appropriated for each object or purpose is set forth in the Annual Budget for the year ending April 30, 2015, a copy of which is available at the City Clerk's Office and incorporated by reference.

(NOTE: Amounts appropriated hereby are contained in the Annual Budget for the year ending April 30, 2015, published in book form, copies of which are available for inspection at City Hall, Bloomington Public Library, and other places throughout the City.)

Section Three. That all sums of money not needed for immediate specific purposes may be invested in City of Bloomington Tax Warrants, Tax Sale Certificate, or Notes of Indebtedness, General Water, Parking or Sewer Revenue Bonds, in securities of the Federal Government, in Federal Insured Savings and Loan Associations, Certificates of Deposit in Commercial Banks, or other instruments as allowed by law.

Section Four. Pursuant to 65 ILCS 5/8-2-9.6, and the home rule authority granted to the City of Bloomington pursuant to Article 7, Section 6 of the 1970 Illinois Constitution, the Finance Director, with the concurrence of the City Manager is authorized to revise the annual budget by deleting, adding to, changing or creating sub-classes within object classes budgeted previously to a Department, Board or Commission, and to transfer amounts within a particular

fund established by this Ordinance, with the restrictions that no such action may be taken which shall increase the budget in the event funds are not available to effectuate the purpose of the revision, and that the City Council shall hereafter be notified of such action by written report of the City Manager.

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

Section Six. That all Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance be and the same are hereby repealed.

Section Seven. This Ordinance shall be in full force and effect from and after its passage.

PASSED by the City Council of the City of Bloomington, Illinois this 21st day of April, 2014.

APPROVED by the Mayor of the City of Bloomington, Illinois this ____ day of April, 2014.

Ordinance was returned to the City Clerk unsigned by Mayor Renner.

Mayor Renner requested that Patti-Lynn Silva, Finance Director, address the Council regarding updated numbers after passage of the Amusement Tax and Local Government Motor Fuel Tax. He also requested an update regarding use of dollars from the reserve fund.

Patti-Lynn Silva, Finance Director, addressed the Council. She noted that the General Fund would be short an estimated \$1.2 million in revenue. This amount would draw from the fund balance. Exhibit A's figures had been updated: Adopted Revenues FY 2015 = \$90,062,109 and Adopted Expenditures FY 2015 = \$91,244,899.

Mayor Renner noted that instead of a \$500,000 revenue in excess of expenditures, the City would need to take \$1.2 million from the reserve fund.

Ms. Silva cautioned the Council that it appeared that there would be cost overages from FY 2014 in excess \$1 million.

Mayor Renner questioned veto procedure. If The Council passed the FY 2015 Budget Ordinance as presented by Ms. Silva, he expressed his intention to veto same. As Mayor, his signature was needed to approve same. If he decided to veto this ordinance, he questioned if all the items which had been approved at this Special Meeting would need to be voted on again at a subsequent Special Meeting which he planned to hold on Friday, April 25, 2014 at 5:30 p.m.

George Boyle, Asst. Corporation Counsel, addressed the Council. The mayoral veto would address which items would be eligible for an override vote by the Council.

Alderman Lower questioned procedure to table the vote regarding the FY 2015 Budget until a later date. Mayor Renner stated that this action would be difficult. The Council would need to set a date certain.

Mr. Boyle called for a point of order. The Council needed to incorporate Exhibit A as amended into the motion regarding the proposed FY 2015 Budget Ordinance.

Alderman Schmidt was attempting to understand the process. The process appeared to be fractured. If the FY 2015 Budget was adopted requiring the City to use \$1.2 million of reserve funds, the Council could still work to find \$1.2 million in savings. She questioned why the Mayor would consider use of a veto when Council could continue to work on solutions.

Mayor Renner was also working through the budget. He could not approve this budget ordinance in good conscious. The Council had not paid for Police and Fire Pension funding after months of work. The tough decisions had not been made by the Council.

Alderman Black had more questions than comments. The Council needed to find \$1.2 million in budget reductions because the proposed increases to the Utility Tax failed. He added that the use of reserve fund dollars did not include the cost for this winter's snow and ice removal.

Ms. Silva noted that there would be year-end budget amendments. She cited this past winter's storms, (i.e. snow and ice removal). There were emergency repairs at the US Cellular Coliseum. She hoped to place the FY 2014 Year End Budget Amendment on the Council's April 28, 2014 meeting agenda. She believed that \$1 million of fund balance would be needed to address same.

Alderman Black clarified that the City would have to access the reserve fund twice. Ms. Silva responded affirmatively. Alderman Black stated that if the FY 2015 Budget Ordinance failed, then the Mayor planned to call another Special Meeting on Friday, April 25, 2014.

Mayor Renner noted that the next Regular Meeting would be held on April 28, 2014, only two (2) days before the end of the City's Fiscal Year. Discussion time would be limited.

Alderman Black stated that structural problems have not been addressed. The Council needed to identify additional budget reductions and/or revenue increases.

Mayor Renner believed that if Council did not make progress, then the City would face layoffs in the next fiscal year. The Council had failed to pass the Utility Tax. He cited the recent loss of revenue, (i.e. Sales Taxes).

Alderman Fazzini presented a budget overview. In his opinion, the Council had not passed a true balanced budget in the past twenty (20) years. He cited infrastructure needs

and pension obligations: 1.) \$400 million in deferred maintenance for City properties; 2.) \$60 million needed to have City streets with an average rating; 3.) \$100 million needed for pensions. He believed that the Police and Fire Pensions had been addressed which left \$460 million or \$23 million per year over the past twenty (20) years that had not been spent on needs. The current budget did not address the millions needed for City facilities, streets and other unfunded needs. Council was not actually addressing a balanced budget.

Alderman Stearns stated it was inconceivable to take \$1.2 million from savings. She would be unable to attend a meeting on Friday, April 25, 2014. She agreed with Alderman Schmidt that the process had been fractured. The Council was being rushed to make a decision. She requested that a list be created for \$1.2 million in budget reductions. She valued City employees and saw no need to lay-off staff. She restated that the Communication Manager should not be hired. There was no need to rush to judgment by holding a meeting on Friday, April 25, 2014. A decision could be made at the April 28, 2014 Regular meeting. She did not believe that the City would need to spend its reserve fund dollars. The Council should be granted fair opportunity to identify \$1.2 million in reductions. The Council needed to sort through the options and reach a decision. She added her concern regarding a quorum being available on Friday, April 25th.

Mayor Renner did not view this situation as a rush. Council had begun budget discussions over nine (9) months ago.

Alderman Mwilambwe stated that the process had involved heavy lifting and had not been fun. He agreed with Alderman Fazzini that had taken the City years to arrive at this point. He questioned the City's ability to solve these issues quickly. He was not in favor of spending reserve funds. He was ready to support the budget. He had heard from citizens regarding what was wanted. He noted the variety to their responses. He questioned if the City should consider a public/private partnership with the Miller Park Zoological Society. The City should be careful when spending for quality of life venues. The Council needed to realize its priorities and then take a closer look. He supported the Communications Manager. This position represented a critical need. It would help the City to address City programs and/or services. The local motor government motor fuel tax would address infrastructure. He noted the size of the City, wear/tear of City streets and the size of the need. He restated his support for the FY 2015 Budget.

Alderman Lower believed that the budget issues could be solved quickly and easily. The Council has not done its due diligence regarding spending reductions. These dollars could be found.

Alderman Fruin believed there was Council consensus to support the FY 2015 budget. The Council would continue to work on the \$1.2 million shortfall. The budget was amendable. He hoped that there would not be a veto.

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

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

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

Nays: Aldermen Stearns, Black and Lower.

Motion carried.

Mayor Renner noted the long and difficult budget process. He described the budget as unfortunate. He cited the funding gap and no decision regarding pension funding. The FY 2015 Budget did little to solve long standing financial problems. He addressed the effort needed regarding the FY 2016 Budget. Budget reductions were difficult when public safety and public works were off the table. Next year would be an election year. City Administration currently had five (5) positions which was not unreasonable. He noted the size of the City and the size of the City's budget. He had seen little to no progress. The Council made a commitment to public safety to fund the Police and Fire Pensions. Due to increase pension funding and FY 2014 overages, the City would need to spend reserve fund dollars. The Council had not made the tough decisions. He would not sign the FY 2015 Budget Ordinance. He believed that this would be the first time in the City's history that a Mayor would veto the budget ordinance. He planned to call another Special Meeting on Friday, April 25, 2014 at 5:30 p.m.

Alderman Fruin questioned attendance at the April 25th Special Meeting and what was required to override a veto.

Mayor Renner noted the meeting would commence at the conclusion of the Mayoral Open House. Remote participation would be allowed if the criteria were met. A super majority vote was needed to override a veto, (i.e. a minimum of six votes).

George Boyle, Asst. Corporation Counsel, addressed the Council. He clarified that it would require support of two thirds (2/3) of those holding office for an override.

Alderman Stearns requested to make a few comments before adjourning.

Mayor Renner stated that Aldermen's Comments was not listed on the Special Meeting agenda. She would be allowed to address the budget.

Alderman Stearns expressed her appreciation for the Mayor's comments regarding the budget. She noted the increased cost for administration, which went beyond the number of people. She cited the Police Department's administrative staff as an example. Currently, the City Manager's salary was the same as the Governor. She expressed her support for the staff on the street performing their jobs.

Mayor Renner replied that for a city our size, the City Manager was not overpaid.

Motion by Alderman Fazzini, seconded by Alderman Black, that the meeting be adjourned. Time: 7:48 p.m.

Motion carried.

**Tracey Covert
City Clerk**

Item 7A.

**Council Proceedings
of April 28, 2014**

Will be provided via addendum



FOR COUNCIL: May 12, 2014

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City’s website on May 8, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

Motion: _____ Seconded by: _____

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



FOR COUNCIL: May 12, 2014

SUBJECT: Appointments and Reappointments to Various Boards and Commissions

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

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND:

I ask your concurrence in the appointment of:

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

I ask your concurrence in the reappointment of:

- Karen Schmidt of 409 E. Grove, 61701 to the Cultural District Commission. Her three (3) year term will expire April 30, 2017.
- Bill Wilson of 3 Gulf Pointe Cir., 61704 to the Bloomington-Normal Public Transit Board. His four (4) year term will expire June 30, 2018.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Board Rosters

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

Motion: _____ Seconded by: _____

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

Citizen's Beautification Committee

Staff/Chair(date appt'd)	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Reappointment
		VACANT									
		Tammi	Winters	1120 S. Low St	Bloomington	IL	61701	04/30/10	09/01/07	2007	not eligible
		Julie	Morton	204 W. Tanner St	Bloomington	IL	61701	04/30/10	09/01/07	2007	not eligible
Vice Chair		Martha	Burk	904 S. Clinton	Bloomington	IL	61701	04/30/16	03/24/14	2010	
		Sue	Floyd	608 N Lee	Bloomington	IL	61701	04/30/16	03/24/14	2010	
		Patricia	Morin	1405 N Clinton Blvd	Bloomington	IL	61701	04/30/15	08/22/11	2011	
		Marlene	Gregor	107 W Market St	Bloomington	IL	61701	04/30/15	08/22/11	2011	
Chair (1/23/2014)		Josh	Barnett	55 Brookshire Green	Bloomington	IL	61704	04/30/15	08/22/11	2011	
		Anne	Driskell	1228 Bancroft Dr	Bloomington	IL	61704	04/30/15	09/12/11	2011	
		Valerie	Dumser	809 W. Washington	Bloomington	IL	61701	04/30/16	09/24/12	2012	
		Amy	Davis	501 S. Clayton St	Bloomington	IL	61701	04/30/16	10/22/12	2012	
		Erica	Larkin	909 Snyder Dr	Bloomington		61701	04/30/17	05/28/13	2013	
Ex-officio		Jan	Lauderman	4 Oxford Ct	Bloomington	IL	61704				

Staff		Jeff	Hindman	Parks & Recreation							
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Details:

Term: 4 years (3 years as of 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 12 members, 1 ex-officio member

Number of members the Mayor appoints: 12

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 4th Thurs of each month at 7:00pm - Blm Library Community Room

Number of Vacancies: 1

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

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:

Staff and Josh Barnett would like to see Robin VanDermay appointed

Cultural District Commission

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Re/Appointmen t Date	Year First Appt	Reappointment
		Carol	Baker	1515 N. Linden	Bloomington	IL	61701	04/30/15	??/??/2012	2003	
		David	Hauman	48 Kenfield Cir	Bloomington	IL	61704	04/30/15	04/14/14	2014	
		Alex	Cardona	9697 Windgate Dr	Bloomington	IL	61705	04/30/16	05/13/13	2010	
		Roger	Elliott	212 Doud Dr.	Normal	IL	61761	04/30/16	05/13/13	2007	
		Sherry	Galbreath	3 Mallard Ct	Bloomington	IL	61704	04/30/15	10/22/12	2012	
		Matthew	Giordano	2 Turtleback Ct	Bloomington	IL	61705	04/30/15	02/13/12	2012	
		Neeraj	Joshi	1 Ashling Ct	Bloomington	IL	61704	04/30/16	10/14/13	2013	
		Mike	Kerber	406 N Linden	Bloomington	IL	61701	04/30/16	05/13/13	2009	
		Judy	Markowitz	326 Vista Dr	Bloomington	IL	61701	04/30/15	??/??/2012	2006	
		Carole	Ringer	110 Hawthorne Lake Dr	Bloomington	IL	61704	04/30/16	05/13/13	2010	
		Karen	Schmidt	409 E. Grove	Bloomington	IL	61701	04/30/14	??/??/2011	2008	eligible
		Vicki Lynn	Tilton	200 W. Monroe, #501	Bloomington	IL	61701	04/30/15	06/25/12	2012	
		Dr. Curtis	Trout	1104 S Fell	Normal	IL	61761	04/30/15	??/??/2012	2009	
Chair		Jim	Waldorf	1603 E. Washington St	Bloomington	IL	61701	04/30/14	03/28/11	2005	not eligible

Staff		John	Kennedy								
Staff		Brandy	Maloney								

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 at the Creativity Center

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

Appointment/Reappointment Notes:

-Still need one more candidate

Fire Pension Board

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Mayor Appointed	Reappointment
Member		VACANT				IL		none			x	
Chair/Retiree		Ron	Fowler	7 Nicole Ct.	Bloomington	IL	61701	04/30/00				
Member		Sean	Morrison	430 Sunset Dr	Colfax	IL	61728	04/30/13				
Member		James	Stokes	111 S Devonshire	Bloomington	IL	61704	04/30/14				
Member		Curt	Oyer	2501 E. Washington, #6	Bloomington	IL	61704	none	06/11/12	2012	x	

Staff/Firefighter		Sean	Morrison									
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Details:

Term: 3 years

Term Limit per City Code: 9 years

Members: 5 members

Number of members the Mayor appoints: 2

Type: Internal

City Code:

Required by State Statute: Yes, Chapter 40 ILCS5

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: Quarterly on the 3rd Friday of each month at 4:00pm - Fire Station Headquarters

Other: The Fire Pension Board consists of 2 active Firefighters, 1 retired Firefighter and 2 Mayoral appointments. The three (3) firefighter positions are for three (3) year terms. There is an annual election for one of these three (3) positions. Since an individual must run for election, each term represents a new term. According to statute, the two (2) Mayoral appointments do not have a term limit.

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment:

Appointment/Reappointment Notes:

Public Transit Board

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Re/Appointment Date	Year First Appt	Mayor Appointed	Reappointment
Blm		Bill	Wilson	3 Gulf Pointe Ct	Bloomington	IL	61704	06/30/14	05/09/11	2011	x	eligible
Blm		John	Bowman	3611 Pamela Dr	Bloomington	IL	61704	06/30/15	08/08/11	2005	x	not eligible
Blm		Ryan	Whitehouse	1806 Cottage Ave	Bloomington	IL	61701	06/30/16	04/23/12	2012	x	
Chair/Blm		Judy	Buchanan	1206 E Jefferson	Bloomington	IL	61701	06/30/17	05/13/13	2011	x	
Nml		John	Thomas		Normal	IL		06/30/15				
Nml		a	Shaw		Normal	IL		06/30/14	07/01/14			
Nml		Mike	McCurdy		Normal	IL	61761	06/30/17	04/16/12	2012		
Statt/Contact		Julie	Phillips	351 Wylie Dr	Normal	IL	61761					

Details:

Term: 4 years, exp date is June 30th

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 4

Type: Multi-Jurisdictional

City Code:

Required by State Statute: No

Intergovernmental Agreements: Yes

Funding budgeted from COB for FY2014:

Meetings: 4th Tues of each month at 4:30pm - BNPTS 351 Wylie Dr, Normal

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 0

Appointment/Reappointment Notes:



FOR COUNCIL: May 12, 2014

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

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

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

Wages

Existing Wages for Staff

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

Effective upon ratification wages will increase as follows:

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

Effective May 1, 2015

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

Effective May 1, 2016

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

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

Successors and Assigns Language

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

Term of Agreement

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

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

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the Contract be ratified.

Motion: _____ Seconded by: _____

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

DRAFT – 5/2/14

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF BLOOMINGTON, ILLINOIS

for the

BLOOMINGTON CENTER FOR THE PERFORMING ARTS

and

LOCAL 193 OF THE INTERNATIONAL ALLIANCE OF

THEATRICAL STAGE EMPLOYEES, MOTION PICTURE TECHNICIANS, ARTISTS,

AND ALLIED CRAFTS OF THE

UNITED STATES AND CANADA, AFL-CIO

May __, 2014 – April 30, 2017

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This Agreement is entered into this ____ day of May, 2014, by and between the City of Bloomington, Illinois (the "City") and Local 193 of the International Alliance of Theatrical Stage Employees, Motion Picture Technicians, Artists, and Allied Crafts of the United States and Canada, AFL-CIO (the "Union").

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

RECOGNITION AND REPRESENTATION

Section 1.1. Recognition. The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Bloomington working at the Bloomington Center for the Performing Arts in the following titles: Stage Crew, Level I,

Stage Crew, Level II, and Miscellaneous Technical Assistant, excluding all other City employees, including but not limited to the Technical Director (Manager) and Assistant Technical Director (Manager), as well as all employees defined by the Illinois Public Labor Relations Act as supervisors, professional employees, short-term employees, managerial employees, and/or confidential employees.

Section 1.2. Employee. The term “Employee” as used in this Agreement refers to a person employed by the City working at the BCPA in the bargaining unit described in Section 1.1 of this Article.

Section 1.3. Extra Help Stagehand. The term “Extra Help Stagehand” as used in this Agreement refers to an individual whom the City hires to perform work within the Union’s jurisdiction, pursuant to Article 9, Referral of Extra Help Stagehands, when the City’s regular complement of employees working in the classifications described in Section 1.1, Recognition, above is insufficient in number. Unless specifically exempted, all terms of this Agreement shall apply to Extra Help Stagehands.

Section 1.4. Access by Union Business Representative. The City agrees that the Business Representative or his/her appointed representative shall have the right to visit the establishment in conjunction with his/her duties with prior notification to the Technical Manager or his designee, and in compliance with Section 1.5, Union Business, below. Such visits shall only occur during the scheduled hours of bargaining unit employees.

Section 1.5. Union Business. Unless otherwise specifically provided in this Agreement, no Union business shall be conducted during the paid work time of any employee covered by this Agreement.

Section 1.6. Union Assessments. It is understood and agreed to by the City and the Union that the City will deduct a six percent (6%) working assessment from the paychecks of Employees and Extra Help Stagehands who have signed the authorization provided in 1.7, below, provided the employee has a sufficient amount available in his/her paycheck. The City further agrees to remit to the Union all assessments so deducted from the Employee's paycheck within five (5) business days, accompanied by a statement containing the names of the Employees on whose behalf the remittance is being made, the amount of the deduction, and the gross earnings for the period covered by the deduction.

(a) "I hereby authorize the Employer to deduct from each of my paychecks an amount equal to six (6%) percent of my gross income and to forward that amount to the Union's office to cover my working assessments. This authorization is made voluntarily and is effective until withdrawn in writing by me, the Employee."

Section 1.7. Fair Share. During the term of this Agreement, any Employees who are not dues-paying members of the Union shall, as a condition of employment, either voluntarily authorize the withholding of a working assessment as set forth above in Section 1.6(a), Union Assessments, or, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for the costs of collective bargaining, contract administration, and other services pursuing matters affecting wages, hours, and other conditions of employment rendered by the Union as the exclusive representative of the employees covered by this Agreement. The fair share fee shall not exceed the amount

of the working assessment set forth above in Section 1.6(a), Union Assessments. Upon request from the City, the Union will provide proof that an employee is not paying dues or fair share.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 1.8. Indemnification. The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE 2

JURISDICTION OF UNION

Section 2.1. Only bargaining-unit Employees may perform work falling within the Union's jurisdiction as described in this Article, except as expressly otherwise provided in this Agreement.

Section 2.2. The Union has jurisdiction over the following work for all events occurring at the BCPA or on its grounds, and for all events occurring off-site that are sponsored by or affiliated with the BCPA or to which bargaining unit Employees are assigned, other than off-site events that are de minimis in nature which may be staffed by the Technical Manager or Assistant Technical Manager and up to two (2) additional employees who shall not be members of any other City bargaining unit. Nothing in this

section shall prevent students from assisting bargaining unit employees in non-paid ticketed events so long as no bargaining unit members are displaced: theatrical rigging, theatrical carpentry, theatrical electrical/lighting, audio/sound, properties, wardrobe/hair and make-up/dressers, audio-visual/projection, spotlight operation, truck loading and unloading of equipment, set-up (or "Load-in") operation, performance, rehearsal, and teardown (or "Load-out") of all equipment including, but not limited to scenery, theatrical soft goods, properties, wardrobe, lighting equipment, sound equipment, electrical effects, spotlights, sound accessories, video tape equipment, audio-visual projection equipment, lasers and pyrotechnics, stage carpentry, rigging, autofly and hydraulic/mechanical effects, stage-related computer operations, projection screens, projection screen masking, and staging, including platforms, risers, portable stages, and production-related scaffolding. Notwithstanding the above, the Technical Manager and Assistant Technical Manager may continue to perform non-event-related work that they have traditionally performed. Non-event-related work falling within the existing jurisdiction of other labor organizations (such as auditorium lighting and seating; wedding or non-performance related events) shall be excluded from the Union's jurisdiction.

Work required for non-production events, which are defined as events not requiring cued lighting, audio, or projection, may be staffed by non-bargaining unit personnel. The Holiday Spectacular will be staffed by bargaining unit personnel, but assistance may be provided by non-bargaining unit personnel so long as no Crewhead employees are displaced.

Section 2.3. At such times when preparatory, production, or theatrical maintenance work is required, front or rear of house, the respective head or heads of depart-

ments will be called. The assembling of sound or electrical equipment, scenery, or properties shall at all times be done by Employees covered by this Agreement. The term “theatrical maintenance” shall include work performed on the fly rail system, rigging, audio system, lighting control, and stage lighting.

Section 2.4. The Union shall designate an Employee as a Working Steward who shall receive the Crewhead hourly rate for all hours. The Steward shall remain on the call for the entirety of the engagement, from first call through last call of the day. For purposes of Yellow Card shows, the Steward will provide administrative function only at the Steward hourly rate.

ARTICLE 3

NON-DISCRIMINATION

In accordance with applicable Federal or State law, and City ordinance, the City and the Union shall not discriminate in the application of the provisions of this Agreement against any Employee covered by this Agreement on the basis of sex, religion, creed, national origin, age, disability, sexual orientation or union affiliation. Employees asserting a violation of this Article may process their grievance up to, but not including, binding arbitration.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1. Management Rights. It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's rights to direct the working forces, including but not limited to make and implement decisions with respect

to the following matters without having to negotiate over decisions or the effects of such decisions: the right to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make, alter and enforce rules, regulations and policies; to change or eliminate existing methods, equipment or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 4.2. Act of God/Force Majeure. Nonperformance by either party will be excused to the extent that performance is rendered impossible by fire, flood, tornado conditions, riots, civil disorder, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party, provided that the nonperforming party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1. Definition and Procedure. A grievance is a dispute or difference of opinion raised by the Union against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: A grievance shall be submitted in writing to the appropriate

immediate non-bargaining unit supervisor. The grievance shall contain a full statement of all relevant facts, the provision(s) of the Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than thirty (30) calendar days from the first date of the occurrence of the matter giving rise to the grievance or thirty (30) calendar days after the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor or his/her designee shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days of receipt of the written grievance.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ten (10) calendar days after the designated Supervisor's answer in Step 1. The HR Director, or designee, shall make such investigation of the facts and circumstances as the HR Director, or designee, deems necessary, and may meet with the Union representative. If the grievance is settled, the settlement shall be reduced to writing and signed by the Human Resources Director, or his or her representative, and the Union. If no settlement is reached the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance.

ance was received by the HR Director, or representative.

Section 5.2. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration, with written notice to the City, within fourteen (14) calendar days after receipt of the City's answer in Step 2, or within fourteen (14) calendar days of the time when such answer would have been due. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be from the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike one (1) name from the panel. The party striking first shall be determined by coin toss. The parties shall continue the strike process until one name remains. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. The City and the Union have the right to request the arbitrator to require the presence of witnesses and/or documents. The City and the Union retain the right to employ legal counsel.

Section 5.3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision(s) of the Agreement. The arbitrator shall be empowered to issue a decision concerning only the issue raised by the grievance as submitted in writing at Step 1 and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the decision or award of the arbitrator is rendered within the limitations of this Section, the decision of the arbitrator shall be final and binding on all parties.

Section 5.4. Expenses of Arbitration. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the occurrence of the event giving rise to the grievance or within thirty (30) calendar days after the Union through the use of reasonable diligence should have obtained knowledge of the

occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step.

ARTICLE 6

NO STRIKE – NO LOCKOUT

Section 6.1. No Strike. During the term of this Agreement, there shall be no strike, sympathy strike, sit-down, slowdown, boycott, concerted stoppage of work, or other intentional, concerted interferences with the operations of the City. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In the event of a violation of this Section of this Article, the Union shall immediately notify the employees that the action is unlawful and was neither called by nor sanctioned by the Union. During the term of this Agreement only, if I.A.T.S.E. organizes another bargaining unit at the BCPA, at the Union's written request within six (6) months of certification, the parties will reopen only this Section of the Agreement for renegotiation.

Section 6.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1, above, is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4. Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 7

DISCIPLINE

Section 7.1. General Principles. Discipline will only be imposed upon non-probationary employees for just cause. Disciplinary action or measures may include, among other things, oral reprimand, written warning, suspension (with or without pay) and/or termination. The City recognizes the basic tenets of progressive discipline and, where appropriate, will follow a policy of progressive discipline for occurrences or disciplinary infractions. The progressive disciplinary processes outlined in the City's Handbook and Discipline Guidelines, as may be changed from time to time, will be observed in the administration of disciplinary action. Prior to actual imposition of suspension without pay or termination, the employee shall be afforded an opportunity to respond to the conduct giving rise to possible disciplinary action. Furthermore, upon request of the employee, a representative of the Union (steward) shall be allowed to be present during such discussions, if he/she is reasonably available.

ARTICLE 8

SCHEDULING AND WORKING CONDITIONS

Section 8.1. Staffing of Call Times.

(a). Yellow Card Events. Employees shall confine their services to their respective department, i.e. Flyperson to fly floor, on Yellow Card events. Notwithstanding any other provision of this Agreement, the City shall honor any Yellow Card agreement and shall not call for fewer employees to be used than called for on the “yellow card.” For yellow card shows, wardrobe shall be a separate call.

(b). Non-Yellow Card Events. It is agreed by the parties to this Agreement that for any attraction not under the provisions of a Yellow Card, the numbers and classifications of personnel required to staff such attractions shall be determined by the City in conjunction with the management of the attraction involved, provided the City maintains safe working conditions and safe crew numbers at all times.

Section 8.2. Call Time Minimums. For non-yellow card events occurring at the BCPA, minimum call times shall be four (4) hours each for load-ins and load-outs, provided the employee has a break in service and is called back for the load-out. If there is no break in service, the employee shall be paid a four (4) hour minimum for the load-in and straight time for work completed thereafter. Such minimum call times shall not apply to educational or Creativity Center events.

If an employee assigned to work an event is unexcused late by more than 15 minutes for a particular call, he/she will not be eligible for a minimum for that call and will receive payment for only those hours actually worked.

Call times will be set by the City. For pay purposes, time will start at the an-

nounced call time or when the individual employee checks in for work, whichever is later, and shall end when the individual employee checks out after work.

Section 8.3. Performance Times. In the event of a multiple show run, a performance is defined as lasting from one-half (1/2) hour before doors (upon the house being opened for audience seating) until the final curtain. A post-performance grace period of fifteen (15) minutes is allowed for the purpose of clean-up or reset only.

Section 8.4. Cancellation. In case of a cancellation, except by Act of God or any unavoidable accident, all Employees called and reporting to work the event, performance, preview, rehearsal, and/or taking in, hanging, or taking out shall be paid pursuant to Section 8.2, Call Time Minimums, or applicable yellow card agreement, unless twenty-four hours' notice of cancellation has been given.

Section 8.5. Meal Period. All employees shall be granted an unpaid lunch period if they work five or more consecutive hours. All attempts shall be made to schedule the meal period to begin after the third hour of work, but in no event shall such lunch period begin later than the fifth hour after the beginning of an employee's shift. In the event the meal period is 30 minutes or less, employees will be paid and a fresh meal will be provided. If an employee does not receive his meal period as provided in this Section, he shall be paid one additional hour of pay at his regular hourly rate of pay.

Section 8.6. Fitness for Duty. If there is any question concerning an Employee's fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the City. If the City determines that an employee is not fit for duty based on the results of such an examination(s), the City may

place the employee on an unpaid leave of absence. The City reserves the right to require pre-employment physicals, at City expense.

Section 8.7. Training. Employees may be required to attend compliance training. In addition, no employee will be allowed to operate or set up any and all BCPA equipment unless first trained by the BCPA Technical Manager or Assistant Manager. Once training is complete, the Technical Manager or Assistant Technical Manager will inform the Union Steward that the employee is authorized to operate the equipment appropriately and safely. Employees will be paid at their regular hourly rate of pay to attend any mandatory BCPA training.

Section 8.8. Introductory Period. The introductory period for all employees covered by this Agreement shall be four (4) shows or productions. Introductory employees may be disciplined or terminated without cause and without recourse to the grievance procedure.

Section 8.9. Clocking In/Out. All Extra Help Stagehands assigned to work a performance at the BCPA shall punch in prior to commencing work and punch out after work using the City's time clock system.

Section 8.10. Timesheets. The Local 193 Business Representative, or designee, shall submit a fully completed billing worksheet to the Technical Manager, or designee, within three (3) business days after each performance worked by Extra Help Stagehands. If there is a discrepancy between the time clock record and the timesheet, the time clock record shall apply.

Section 8.11. Criminal Background Investigations. The City may conduct criminal background investigations, as deemed necessary and appropriate.

Section 8.12. Safety. The City agrees to provide reasonable safeguards for employees covered by this agreement at all times.

Section 8.13. Workers' Compensation. Employees will be covered by the City's Workers' Compensation insurance policy.

Section 8.14. Drug and Alcohol Testing. Employees shall be covered by the City's Drug and Alcohol Policy and Procedure, as it may exist from time to time.

Section 8.15. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

ARTICLE 9

REFERRAL OF EXTRA HELP STAGEHANDS

When the City requires Extra Help Stagehands to perform work within the jurisdiction of the Union, BCPA management shall notify the Union, who shall refer Extra Help Stagehands as provided in this Section. Prior to using Extra Help Stagehands, such calls shall first be filled with City bargaining unit employees.

BCPA management shall place all calls for Extra Help Stagehands with the Union at least two (2) weeks prior to the event. BCPA management shall place the call to the Union and shall not notify Extra Help Stagehands, individually or directly.

The City shall periodically provide to the Union a list of Extra Help Stagehands qualified to perform the work and with the contact information provided by the Extra Help Stagehands. Whether any individual contacted for a call is deemed to have timely responded or to be available to work such call shall be in the sole discretion of the Union. The Union may fill multiple calls for an event or events at the same time. An

Extra Help Stagehand lower on the seniority list may be used before an individual higher on the list in the case of special skill requirements and/or for continuity of personnel between calls for an event. Should the City's seniority list be exhausted before the call is filled, the Union shall be given the opportunity to refer additional applicants for work, and the City will give such applicants due consideration. The Union agrees to furnish competent, able-bodied personnel to perform work covered by this Agreement.

The Union shall use best efforts to provide the City with a list of all Extra Help Stagehands who will fill the call, who have met all City pre-hire requirements, within two (2) business days prior to the performance.

Any staffing functions performed by the Union are not subject to the grievance procedure.

ARTICLE 10

WAGES

Section 10.1. Wages.

Effective upon contract ratification:

Stagehands - \$16.00/hr
Crew Head*, Up Rigger - \$17.00/hr
Yellow Card Steward - \$28.50/hr

Effective May 1, 2015:

Stagehands - \$17.00/hr
Crew Head*, Up Rigger - \$18.00/hr
Yellow Card Steward - \$29.50/hr

Effective May 1, 2016:

Stagehands - \$18.00/hr
Crew Head*, Up Rigger - \$19.00/hr
Yellow Card Steward - \$30.50/hr

* Crew heads shall include head carpenter, head electrician, head flyman/deckhand, head audio, head wardrobe or head props.

Section 10.2. Overtime. Straight time is paid for the first ten (10) hours worked per day (meal breaks excluded) and the first forty (40) hours worked per week.

One and one-half times the employee's regular hourly rate shall be paid for hours worked:

- a. After 40 hours in a work week.
- b. After ten (10) hours in one day.
- c. On the specific holidays stated below (not City-observed day of holiday).
- d. Between the hours of midnight and 6:00 a.m.

Section 10.3. Rounding. Work time on which compensation is based shall be rounded to the nearest quarter hour.

Section 10.4. Holidays. Holidays shall consist of New Year's Day, Martin Luther King Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Section 10.5. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, with the exception of a meal period penalty, pursuant to Article 8, Section 8.5.

ARTICLE 11

SUCCESSORS AND ASSIGNS

The Union acknowledges that the City has the management right to sell, or to enter into a long term (4 months or longer) agreement to rent, lease, assign and/or transfer the operation or occupation of the BCPA, without any duty to bargain with the Union. Should the City choose to exercise such rights, this Agreement shall be binding on its renter, lessee, assignee, successor or transferee, to the fullest extent provided by existing successorship law.

ARTICLE 12

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with express terms of this Agreement.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right

and opportunity are set forth in this Agreement.

ARTICLE 13

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 14

TERM AND EFFECTIVE DATE

This Agreement shall be effective from the day after it is executed by both parties and shall remain in effect until 11:59 P.M. on _____. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless otherwise agreed by the parties.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless it is terminated by operation of law or either party gives at least thirty (30) days written notice to the other of its desire to terminate this Agreement, so long as such notice is provided after the stated expiration date of this Agreement.

Executed this ___ day of May, 20___, after ratification first by the Union membership and receipt of official approval by the Mayor and City Council.

Local 193 of the International Alliance of
Theatrical Stage Employees, Motion
Picture Technicians, Artists, and Allied
Crafts of the United States and Canada,
AFL-CIO

City of Bloomington, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Side Letter

Scottish Rite and American Passion Play

The Union and the City acknowledge that, pursuant to the purchase contract between the City and the Ancient Accepted Scottish Rite Valley of Bloomington, Inc., dated June 19, 2001, the Scottish Rite and American Passion Play, Inc., have certain rights to use the BCPA facility for performances of the American Passion Play and for semi-annual Scottish Rite reunion events. In recognition of the historical relationship between Scottish Rite, American Passion Play, and the BCPA facility and the civic contribution of both organizations, the Union agrees that work otherwise falling within its jurisdiction under the terms of this agreement in connection with American Passion Play performances and rehearsals and semi-annual Scottish Rite reunion events shall not be subject to the parties' collective bargaining agreement. The parties further agree that, in the event that either the Scottish Rite or American Passion Play expand their use of the BCPA facility beyond their use in the year immediately preceding execution of the parties' current collective bargaining agreement, this side agreement shall become void and immediately open for renegotiation by the parties.

Union

City of Bloomington, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



FOR COUNCIL: May 12, 2014

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

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

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; Goal 3. Grow the local economy; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

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

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

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

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

Only approved and credentialed contractors will be considered by IDOA.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOA.

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

Respectfully submitted for Council consideration.

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

Reviewed by: Sue McLaughlin, Interim Asst. City Manager

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

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

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

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

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

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

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

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

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

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

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

11. **Applicable Law:** This Agreement is hereby made and must be performed in compliance with all applicable Federal, State and local laws. This Agreement shall be governed by and construed in accordance with Illinois law and administrative rule. To the extent permitted by law, venue shall lie in the Circuit Court of Sangamon County for any cause of action under the jurisdiction of the Illinois Circuit Court.
12. **Audit/Maintenance of Records:** The Unit shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement and all books, records and supporting documents related to this Agreement shall be available for review and audit by the Auditor General; and the City agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.
13. **Entire Agreement and Severability:** This agreement, including any addenda thereto, constitutes the entire agreement between the parties. Any modifications must be in writing signed by all parties. If any provision of this Agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the intention of the parties.

CITY OF BLOOMINGTON, ILLINOIS

ILLINOIS DEPARTMENT OF AGRICULTURE

BY: _____
Mayor

BY: _____
Robert F. Flider, Director

BY: _____

BY: _____
Legal Counsel

DATE: _____

DATE: _____



FOR COUNCIL: May 12, 2014

SUBJECT: Firehouse Software Cloud Services Upgrade

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

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

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

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

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

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

This migration would provide the following benefits:

- Free up IS staff time as ongoing upgrades and maintenance of the system would be handled by Xerox.
- Provide easy access to up to date versions of Firehouse Software in a timely manner while requiring less IS and Fire staff time during the update process.

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Director of Information Services

Reviewed by: Michael S. Kimmerling, Fire Chief

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Agreement

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

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

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

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

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

ADOPTED this 12th day of May, 2014.

APPROVED this ____ day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

AGREEMENT FOR APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES

This Agreement for Application Hosting and Technology Support Services (hereinafter the “Agreement”) is entered into by and between Bloomington Fire Department with offices located at 310 N. Lee St. Bloomington, IL 61701 (hereinafter “Customer”), and Xerox Government Systems, LLC. with offices located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter “Xerox”), referred to individually as Party and collectively as Parties.

1.0 BACKGROUND AND OBJECTIVES

This Agreement is entered into in connection with Customer’s decision to engage Xerox to provide certain information technology hosting and support services related to Customer’s business operations. This Agreement and the Exhibits set forth all terms and conditions governing the relationship between Xerox and Customer.

2.0 TERM

The term of this Agreement (the “Term”) will be for 5 years, from 6/1/2014 to 5/31/2019, unless earlier terminated or renewed in accordance with the provisions of this Agreement.

3.0 SERVICES

Xerox shall provide all services, personnel, materials, equipment, and tools (hereinafter jointly referred to as the “Services”) as set forth in Exhibit A – Statement of Work, attached hereto and made a part hereof. The Statement of Work constitutes the minimum quantity and level of services and deliverables to be provided in connection with this Agreement. Supplemental services may be procured by Customer in accordance with 4.0 hereof.

4.0 SUPPLEMENTAL SERVICES

Any effort, which does not fall within the Statement of Work set forth in Exhibit A, will be subject to the change order process. Xerox will be responsible for assisting Customer in defining, documenting and quantifying the change order. A detailed change order proposal will be prepared by Xerox and submitted to Customer for its review and approval. Customer will be responsible for timely turnaround of a decision on the approval of the change order request. All terms and conditions of the change order proposal (including any applicable payment terms) will be incorporated into a Supplemental Service Agreement (“SSA”). Xerox will not be required to perform activities that are not specifically stated in the Statement of Work without a fully executed SSA signed by both Parties.

5.0 CONFIDENTIALITY

5.1 Customer Confidential Information

With respect to information relating to Customer’s business which is confidential and clearly so designated (“Customer Confidential Information”), Xerox will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of Xerox which Xerox regards as confidential. However, Xerox shall not be required to

keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Xerox's possession; (iii) is independently developed by Xerox outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of its services hereunder.

5.2 Xerox Confidential Information

Customer agrees that Xerox's methodologies, tools, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Customer, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Customer regards as confidential. However, Customer shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Customer's possession; (iii) is independently developed by the Customer outside the scope of this Agreement and without any reliance on Xerox Confidential Information; (iv) is rightfully obtained from third parties; or (v) is required by law to be disclosed.

5.3 Use of Confidential Information

Xerox and Customer shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, Xerox permitted subcontractors, Customer's permitted consultants on a need-to-know basis, or as required by law, without the other Party's prior written consent.

6.0 INTELLECTUAL PROPERTY RIGHTS

6.1 Customer Content

All data created or transmitted by Customer and stored on Xerox servers as part of the Services ("Customer Data") shall at all times be owned by Customer. Xerox shall not own or have any interest rights in the Customer Data. Except as instructed by Customer directly or indirectly through instructions provided to the servers through Customer's use of the Xerox Software, Xerox shall treat Customer Data as Customer Confidential Information. Xerox will upon (i) request of Customer at any time, and (ii) the cessation of all Termination/Expiration Assistance, promptly return to Customer, in the format and on the media in use as of the date of the request, all or any requested portion of the Customer Data. Archival tapes containing any Customer Data will be used by Xerox solely for back-up purposes. Any conversion of data for porting to other applications will not be provided under this contract.

6.2 Proprietary Rights of Xerox

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Xerox or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by Xerox to provide the Services to

Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively “ Xerox Materials”) shall remain the sole and exclusive property of Xerox or its suppliers. Customer acknowledges and agrees that Xerox is in the business of designing and hosting Web-based applications and Xerox shall have the right to provide services to third parties which are the same or similar to the Services and to use any Xerox Materials providing such services.

6.3 License Grant

Xerox grants Customer a non-exclusive license throughout the Term to perform, display, transmit, participate in the transfer of Customer Data and otherwise use the Xerox Materials for the purposes of performing this Agreement. Customer shall have no residual rights to the Xerox Materials beyond the term of this Agreement. Customer grants Xerox the right to maintain administrative access to the Customer Data during the Term for purposes of performing this Agreement.

7.0 INSURANCE; RISK OF LOSS

7.1 Required Insurance Coverage

Throughout the Term, Xerox shall, at its own expense, carry and maintain at least the kinds and minimum amounts of insurance listed below.

1. **Workers’ Compensation Insurance:** As required by law.
2. **Commercial General Liability Insurance:** with a combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Upon request Xerox will furnish proof of coverage, in the form of a standard certificate of insurance, to the Customer’s Procurement Officer within ten (10) days of contract execution. If any material policy changes occur during the life of contract, Xerox shall provide updated proof of coverage, in the form of standard certificates of insurance, to Customer in a timely manner.

7.2 Risk of Loss

As of the effective date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

8.0 CHARGES

8.1 Charges

Subject to the other provisions of this Agreement, Customer will pay to Xerox the amounts set forth in Exhibit B – Applicable Charges, attached hereto and made a part hereof. Services performed in connection with an authorized SSA may be performed either on a time and material (T&M) or fixed fee basis as specified in the SSA. The charges applicable during each renewal term will be mutually agreed to by the Parties and incorporated to this Agreement as an SSA.

8.2 Taxes

- (a) Xerox will pay any sales, use, excise, value-added, services, consumption, and other taxes and duties imposed on any goods and services acquired, used or consumed by Xerox in connection with the Services if applicable.
- (b) Customer will pay when due any sales, use, excise, value-added, services, consumption, or other tax imposed by any taxing jurisdiction as of the effective date on the provision of the Services or any component thereof, as the rate of such tax may change from time to time during the applicable Term. If applicable, such taxes will be in addition to the Applicable Charges listed in Exhibit B.
- (c) If any taxing jurisdiction imposes after the effective date a new sales, use, excise, value-added, services, consumption, or other tax on the provision of the Services or any component thereof, the Parties will cooperate in attempting to reduce the amount of such tax to the maximum extent feasible. Customer will be liable for any such new tax, which is imposed on the Charges for the provision of the Services, or any component thereof.

9.0 INVOICES AND PAYMENT

9.1 Invoices and Payment

Xerox will issue to Customer, on an annual basis, one (1) invoice for all amounts due with respect to services to be rendered and products to be delivered in the following calendar year. Payment terms for materials and services will be as specified in Exhibit B. Each invoice will separately state all applicable charges, reimbursable expenses and taxes payable. Invoices delivered pursuant to this Section 9.1 will be due and payable within thirty (30) days after invoice issuance, unless other payment terms are mutually agreed to. All periodic charges for any partial year under this Agreement and any applicable authorized SSA shall be prorated.

Invoices shall be submitted to:

Bloomington Fire Department
109 E. Olive St.
Bloomington, IL 61701

Attn: Information Services

10.0 WARRANTIES

10.1 Xerox Warranties

Xerox warrants that all services will be provided in a good and workmanlike manner and in accordance with generally applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1, Xerox DOES NOT MAKE AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE,

REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

10.2 Disclaimed Warranties

Xerox exercises no control over, and accepts no responsibility for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. As a convenience for Customer, Xerox shall perform regular daily backup of all Customer Data. Xerox shall use commercially reasonable efforts to recover any lost or corrupted data resulting from Xerox negligence. Should Xerox be unable to recover such lost or corrupted data, Xerox' responsibility and liability for the loss of Customer Data shall be limited to restoring the data to the last required daily back up. Further, Xerox and its suppliers are not liable for any temporary delay, outages or interruptions of the Services.

10.3 Customer Warranties

Customer warrants, represent and covenants to Xerox that: (a) Customer will use the Services only for lawful purposes and in accordance with this Agreement; (b) all Customer content, including the Customer Data, does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

11.0 INDEMNIFICATION

Xerox will protect, defend, indemnify, and save whole and harmless the Customer and all of its officers, agents, and employees from and against:

- (a) Any third party claim brought against Customer relating to the death or bodily injury, or the damage, loss or destruction of real or tangible personal property, to the extent caused by the tortious acts or omissions of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (b) Any third party claim brought against Customer relating to the willful or fraudulent misconduct of Xerox, its employees, contractors or agents in connection with the performance of the Services;
- (c) Any third party claim brought against Customer relating to an actual infringement of any United States patent, copyright, or any actual trade secret disclosure, by Xerox, its employees, contractors or agents in connection with the performance of the Services.

Xerox will have a right of contribution from Customer with respect to any claim to the extent Customer is responsible for contributing to the alleged injury.

12.0 LIMITATION OF LIABILITY

12.1 Limit on Types of Damages Recoverable

NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Limit on Amount of Direct Damages Recoverable

EACH PARTY'S TOTAL CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER FOR ANY AND ALL ACTIONS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE U.S. DOLLAR EQUIVALENT OF THE TOTAL AMOUNT OF SERVICES PURCHASED BY THE CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE EITHER PARTY IS NOTIFIED BY THE OTHER OF ANY CLAIM. THIS LIMITATION WILL NOT APPLY TO ANY FEES OR CHARGES PAYABLE BY CUSTOMER UNDER THE AGREEMENT.

12.3 Force Majeure

- (a) Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action; or any other cause beyond the reasonable control of such Party. Events meeting the criteria set forth above are referred to collectively as "Force Majeure Events."
- (b) Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within five (5) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

12.4 Actions of Other Party or Third Parties

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, without limitation, failures caused by the other Party or by third party suppliers, subcontractors, and carriers. The Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

13.0 TERMINATION

13.1 Termination for Cause

- (a) Customer will have the option, but not the obligation, to terminate this Agreement for Cause for any material breach of the Agreement by Xerox that is not cured by Xerox within thirty (30) days of the date on which Xerox receives Customer's written notice of such breach, or if a cure cannot reasonably be fully completed within 30 days, a later date, provided Xerox has provided a plan acceptable to Customer for such cure. Customer will exercise its termination option by delivering to Xerox written notice of such termination identifying the scope of the termination and the termination date.
- (b) Xerox will have the option, but not the obligation, to terminate this Agreement if Customer fails to pay when due undisputed amounts owed to Xerox, and Customer fails to cure such failure within sixty (60) days after receipt from Xerox of written notice from Xerox.

13.2 Effect of Termination

Termination of this Agreement for any reason under this Section 13.0 will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

14.0 APPLICABLE LAW, JURISDICTION, VENUE, AND REMEDIES

14.1 Applicable Law

All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Illinois.

14.2 Jurisdiction and Venue

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located in State of Illinois and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

14.3 Equitable Remedies

The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, or (ii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

15.0 MISCELLANEOUS

15.1 Customer Provided Resources and Technical Working Environment

Customer shall provide Xerox resources with reasonable access to Customer facilities, as well as secure storage areas for materials, equipment and tools. Other specific resource needs may be identified following contract award and will be commensurate with the level of effort required under the Statement of Work.

15.2 Binding Nature and Assignment

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, that either may assign its rights and obligations under this Agreement to an affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that Party if such Affiliate or entity can demonstrate to the reasonable satisfaction of the other Party that it has the ability to fulfill the obligations of the assigning Party under this Agreement (and in the case of assignment by Customer, such third party agrees to pay any charges imposed by third parties relating to such assignments). No assignment by a Party will relieve such Party of its rights and obligations under this Agreement. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns.

15.3 Amendment and Waiver

No supplement, modification, amendment or waiver of this Agreement will be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

15.4 Further Assurances; Consents and Approvals

Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions. Whenever this Agreement requires or contemplates any action, consent or approval, such Party will act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) will not unreasonably withhold or delay such action, consent or approval.

15.5 Severability

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

15.6 Entire Agreement

This Agreement, including the Exhibits thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements,

understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

15.7 Notices

Any notice, demand or other communication required or permitted to be given under this Agreement will be in writing and will be deemed delivered to a Party (i) when delivered by hand or courier, (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 15.7, or (iii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to Customer, to:

Bloomington Fire Department
310 N. Lee St.
Bloomington, IL 61701

Attn: Les Siron

If to Xerox, to:

Xerox Government Systems, LLC.
2900 100th Street, Suite 309
Urbandale, IA 50322

Attn: Accounts Manager

15.8 Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

15.9 Independent Contractors & Use of Subcontractors

Xerox will perform its obligations under this Agreement as an independent contractor of Customer. Nothing in this Agreement will be deemed to constitute Xerox and Customer as partners, joint ventures, or principal and agent. Xerox has no authority to represent Customer as to any matters, except as expressly authorized in this Agreement or in an authorized Supplemental Service Agreement. Xerox has the right to use, if appropriate, qualified third party vendors.

15.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.



IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

Bloomington Fire Department

XEROX GOVERNMENT SYSTEMS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A **Statement of Work**

This Statement of Work describes the application hosting services that Xerox will provide to Customer in connection with this Agreement. Should additional services be required beyond or not defined in the scope of this Agreement, Customer and Xerox may enter into a Supplemental Services Agreement as further described in Section 4.0 of the Agreement, subject to required Customer approvals.

1.0 Application Software and Related Services

A key element of this Statement of Work is to provide Customer during the term of the Agreement with licensed access to web version of FIREHOUSE Software Version 7 or above for use in the daily operation of their agency.

1.1 FIREHOUSE Software Application

Xerox will provide Customer with access to the Applications and modules set forth in Exhibit B during the term of the Agreement, including FIREHOUSE Software Web Version 7 or above. Pricing established in Exhibit B includes professional service to convert the existing customer FIREHOUSE Software data to the cloud environment.

1.2 Key Assumptions Concerning Software

- Xerox Software, subject matter experts and network services staff are available on a daily basis from 7:00 am to 7:00 pm (CST), Monday through Friday (except Xerox holidays) via a toll-free support number.
- Access to these applications will be provided during the Term of the Agreement, and via a browser based secure connectivity to a Xerox Data Center facility where all programs and data will be securely stored and accessible.
- All access to the Services shall be controlled by user names and passwords issued by Xerox to Customer from time to time upon request by Customer. Each user name and password will be unique to each staff member that Customer designates is authorized to access the Services. Customer is solely responsible for the security of the user names and passwords issued to Customer's staff members. Any access to the Services using such user names and passwords will be deemed access by Customer.
- All standard software upgrades will be provided to Customer at no additional charge during the term of the Agreement. Upgrades are implemented at Xerox' discretion in accordance with Xerox' standard general release schedule for upgrades.
- Subject to the clarification contained in the following sentence, Software will be modified for "mandated" State & Federal functional requirements that must be handled by or within the Xerox FIREHOUSE Software Application. These mandated modifications / enhancements will be provided by Xerox as long as they can reasonably be integrated into the base system architecture. At Xerox' discretion, if the requirements are such that they cause major

modification to either data structure or the systems base process flow architecture, then Xerox will inform the Customer of options, which may include additional cost, over and above the costs associated with this agreement.

- XEROX data center personnel will physically handle and coordinate all software upgrades for any Xerox directed base application enhancements or upgrades.
- In certain circumstances and/or to provide specific functionality, Xerox may utilize third party application software in conjunction with its own Xerox created software. In these instances, Xerox will inform the Customer of this third party relationship. Xerox will secure all necessary third party software licenses required to ensure proper and legal use by Customer during the Term in accordance with the Agreement.
- Unless otherwise specifically set forth in this Agreement, Xerox shall have no responsibility for the correctness, performance or underlying program code relating to third party software (not developed by Xerox) used in connection with the Services. However, the Xerox Account Manager, as part of this Agreement, will act as a liaison to the appropriate third party vendor/s when problems or concerns arise.

2.0 Hardware & Systems Accessibility

Xerox Owned Equipment & Software

- Customer understands that all software applications identified in Section 3 above will be hosted on Xerox-owned remote data center computers. Xerox will maintain a remote and highly secure data center where appropriate computer processing and wide-area network capabilities are located to serve Customer applications listed in this Agreement. Response times experienced by authorized users within Customer site will be maintained at commercially reasonable levels to accomplish the application and functional tasks set forth herein. Response time will be monitored and tuned by Xerox data center operations staff on Xerox controlled network links as needed. Xerox is not responsible for network performance on network segments outside of Xerox control.
- If specific hardware is provided to the customer to connect Customer Local Area Network to Xerox data center, it will be properly maintained by Xerox. Any maintenance or upgrade needed to this equipment, to meet the deliverables of this agreement, will be the responsibility of Xerox.
- Customer will provide a safe, secure, and adequate environment to house necessary Xerox owned equipment. Customer will inform Xerox if/when these items are damaged or not operating properly.
- Xerox will be responsible for the repair or replacement of Xerox owned equipment if/when it is deemed not operating properly. Xerox owned equipment that is deemed not operating properly, will be repaired or replaced within two (2) business days of Xerox being notified of failure.
- The following equipment and software, if any, will be provided to the Customer for use as part of this Agreement. The equipment and software will be owned by Xerox, but will be located at a Customer facility. Customer will be responsible for the risk of loss or damage to the equipment and software located at its facility for as long as such equipment and software is

within its care, custody or control. Xerox will be responsible for providing standard manufacturer maintenance coverage for all equipment supplied as part of this paragraph. Xerox will also be responsible for all shipment costs (both at the time of installation and at the time of retrieval). Xerox will have no obligation to refresh the equipment or software in the absence of a contract amendment.

DESCRIPTION	MODEL	QUANTITY	MAINTENANCE
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Not Applicable

Customer Owned Equipment

- All required hardware, communication infrastructure, and related software will be the responsibility of the Customer.
- Customer will be responsible for maintaining or renewing any hardware maintenance agreements for their own equipment and at their own discretion.
- It is understood and agreed by Xerox and Customer that the Xerox services and equipment will integrate and connect to Customer equipment and/or network backbone, as a part of Customer’s internal infrastructure.
- During the term of this Agreement, any upgrades, changes or additions to Customer owned equipment, or network environment that affects the connectivity, with Xerox equipment or communication infrastructure, must be reviewed and approved by Xerox. These upgrades, if approved, will be at Customer’s expense unless otherwise mutually decided. If the Customer changes inhibit Xerox ability to provide the services of this Agreement, Xerox will work with the Customer on a best effort basis to resolve the underlying technical issues. However, if through these efforts a correction is not available, the Customer will be responsible to restore their environment to previous levels of service delivery.
- During the term of this Agreement, any expenses for maintenance, replacement, or repair, of Customer owned equipment or software will be at expense of Customer.

3.0 Customer Data

- All data collected on tape or hard copy, or residing on Xerox data center computers supplied by Customer to be utilized by Xerox in the computer system data base to provide services herein, will remain the property of Customer, and no use will be made thereof beyond that listed in the Agreement, without written permission of Customer.
- Once per calendar year or upon expiration or termination of this Agreement, Xerox will upon written request of Customer return to Customer all Customer Data in a MS SQL Server database in MDF format. Any additional conversion of Customer Data to MS SQL Server database in MDF format shall be provided for the additional cost set forth in Exhibit B,

Applicable Charges, under “Data Transfer.” Any conversion of data for porting to other applications, including conversion to spreadsheet format, will not be provided under this Agreement.

- All Customer data located on Xerox computers in Xerox Data Center/s will be backed up routinely, professionally and daily and stored in secure off-site locations; retrievable by Xerox for Customer for any contingencies.
- Xerox shall be authorized to view and use all reports, data, or other material prepared by it for the Customer under this Agreement, but shall not disclose, nor permit disclosure of, any information designated by Customer as confidential, except authorized recipients as specifically and in writing designated by Customer.

4.0 Professional Support Services

- Xerox Software, subject matter expert and Network Services staff will be available daily from 7:00 am to 7:00 pm (CST), Monday through Friday (other than Xerox holidays) via toll free 800 support number. Call-back time from Xerox support will average at or under 1 hour.
- All monitoring of the XeroxWide Area Network communications environment and continuous operations, Xerox remote data Center operations and security, and secure back-ups and remote storage of Customer Data will be responsibility of Xerox.
- There will be no on-site visits by Xerox staff on Customer locations. Should Customer request such visits for any reason, Xerox will be entitled to compensation for the hours worked (as well as reasonable travel time), as well as reimbursement for travel and living expenses. Services will be billable at the then current Xerox labor rate, but not initiated without the written consent of Customer.
- Troubleshooting, repair, and replacement of Xerox provided equipment listed in section 2.0 above. Note: The removal of Spyware, Adware, Data Mining, and other infections are outside the scope of these support services and may incur standard time/material support charges. Customer will not incur any additional charges without prior written approval.

5.0 Customer Responsibilities

While Xerox will provide the account management, staffing, and computer hardware and software resources to provide the required services, Customer agrees to provide the following resources to support this effort:

- Identify the Customer Contract Administrator who will be the main contact for the Xerox Account Manager, for all service delivery issues.
- Identify Customer personnel in each department that can be the key contacts for the Xerox support team with regard to the specific software applications and functions related to the Xerox services.

- Customer is responsible for and controls all security on its internal Local Area Network/s, central computing, and desktop computing environments.
- Customer is responsible for all support services (technical and user) on its owned and internal LAN, other WAN connections outside of Xerox WAN, Central Computing, and desktop computing environments.
- Customer will provide, and is responsible for, the internal infrastructure necessary to allow Xerox to establish secure electronic communications and access to and from the Xerox remote data center.
- Customer is responsible for all Customer owned or purchased equipment set-up and integration into their own desktop or network environment.
- Customer shall, at its sole expense, at all times during the term of this Agreement, protect Xerox owned materials and/or equipment, which are located on Customer site, from deterioration other than normal wear and tear. Customer shall not use the Xerox owned items located on Customer premises for any purposes other than those for which they were designed hereunder. Customer shall bear the risk of loss or damage from fire, the elements, theft or otherwise from the time of and after the delivery of the items to the Customer's delivery address.
- Customer will not move any Xerox owned items or permit them to be moved from the original installation address without Xerox' prior written consent. Upon the request of Xerox, Customer shall make the materials available to Xerox during regular business hours for inspection at the place where it is normally located and shall make Customer's records pertaining to the materials available to Xerox for inspection.
- Except where the Parties mutually agree to extend the term of the Agreement past the initial term or any successive renewal period, upon termination (by expiration or otherwise) of this Agreement, Customer shall, pursuant to Xerox' instructions and at Customer's expense, return the materials and any documentation or other tangible manifestation of the materials to Xerox in the same operating order, repair, condition and appearance as when received, except for normal wear and tear. Customer shall return the materials to Xerox at its address set forth herein or at such other address within the United States as directed by Xerox.
- Customer shall not, without the prior written consent of Xerox, affix or install any accessory, equipment or device to any Xerox owned items which are located on the Customer site, which may either impair the originally intended function or that cannot be readily removed without causing material damages. The Customer will not, without the prior written consent of Xerox and subject to such conditions as Xerox may impose for its protection, affix these items to any real property if, as a result thereof, such materials will become a permanent fixture under applicable law.

Exhibit B
Applicable Charges

1.0 Based Yearly Fee

Customer shall pay Xerox an annual fee as outlined below for 5 years for services starting on 6/1/2014 and ending on 5/31/2019. Services will be invoiced in advance at the start of the service year, and payments are due on a net 30 day basis.

Payment Schedule:

	Yearly Fee
Year 1	\$10,490.00
Year 2	\$10,490.00
Year 3	\$10,490.00
Year 4	\$10,490.00
Year 5	\$10,490.00

Modules and Concurrent Users

The following Firehouse Modules and licenses will be available to the customer:

MODULES	Yes or No	# of Licenses
Incident Module	Yes	13
EMS Module	Yes	13
Staff, Training and Certifications	Yes	13
Occupancy Management	Yes	13
Inventory Management	Yes	13
Hydrant Module	Yes	13
Staff Scheduling	Yes	13
Accounts Receivable	NO	0
Sketch	YES	13
Analytics	YES	1
CAD Monitor – Vendor: New World	YES	N/A
VPN connection required for CAD data transfers	NO	N/A
Local Data Transfer	NO	N/A
Archived Database	NO	0



2.0 Other Xerox Services

Services provided to Customer by Xerox, that are beyond the scope of this Agreement, or are in addition to or supplemental to the scope of this Agreement, will be provided at the then current Xerox labor rate during the Term. The Xerox Account Manager will always obtain prior approval from Customer on the nature of the services, personnel assigned and estimated time and expenses to be incurred. All such services will be performed in accordance with a fully executed Supplemental Service Agreement.

Pricing Assumptions:

- Except as otherwise set forth herein, travel, lodging, meals and incidental expenses for Xerox staff that are directly related to performing the specific deliverables of this Agreement will be the responsibility of Xerox.
- Any other “expenses” that fall outside the deliverables of this Agreement will be the responsibility of Customer. The Xerox Account Manager will establish an approval process by Customer prior to incurring the expense.



FOR COUNCIL: May 12, 2014

SUBJECT: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the WGLT Event June 14, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: George Boyle, Asst. Corporation Counsel

Reviewed by: Kenneth Bays, Asst. Police Chief

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: **That the Ordinance be passed.**

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

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

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

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

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

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

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

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

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

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

PASSED this 12th day of May, 2014.

APPROVED this ___ day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: May 12, 2014

SUBJECT: Text Amendments, Chapter 21. Refuse.

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

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

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

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

Section 200.4: Terms Defined.

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

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

Section 300.6, 600.2: Holiday Collection.

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

Section 400.1: Preparation of Refuse.

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

Section 400.6 : Elimination of Substandard Refuse Containers.

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

Section 500.6 : Damage to Refuse Containers.

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

Article VI : Recycling.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:	Jim Karch, PE CFM Director of Public Works
Reviewed by:	Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	George D. Boyle, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: **That the Text Amendment be approved and the Ordinance be passed.**

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

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

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

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

Chapter 21: Section 200.4: Terms Not Defined.

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

ANIMAL FECES: Solid waste excrement from animals.

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

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

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

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

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

APPROVED REFUSE CONTAINER: The term "approved refuse container" shall mean:

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

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

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

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

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

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

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

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

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

BUILDING: Interchangeable with structure.

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

BULK WASTE: The following types of waste:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PUBLIC NUISANCE: Includes the following:

(1) The physical condition, or use of any premises regarded as a public nuisance at common law; or

(2) Any condition or action declared to be a public nuisance by any provision of the Bloomington City Code ~~other than this Article~~; or

(3) Any premises which are unsanitary, or which are littered with animal feces, or which are littered with garbage and/or debris, or which has an uncontrolled growth of weeds, grass and/or other vegetation, or has improperly maintained vegetation, or has conditions which constitutes a mosquito harborage; or

(4) Any premises which has garbage and/or debris stored in such a manner, number or quantity that it has a potential of becoming an insect or rodent harborage or has an adverse or degrading effect on the surrounding areas or neighborhoods.

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

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

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

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

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

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

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

STREET: All publicly dedicated streets in the City of Bloomington. ~~Where refuse collection authorized by Section 300.1 of this Code may not be conveniently conducted from publicly dedicated street, "street"~~ "Street" shall also include streets in a mobile home park which possess the following characteristics:

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

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

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

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

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

Chapter 21: Section 300.6: Holiday Collection.

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

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

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

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

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

Chapter 21: Section 400.1: Preparation of Refuse.

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

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

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

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

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

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

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

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

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

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

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

(5) is in an unsanitary condition.

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

City. If such container is defective according to subsection (a)(5), above, it shall be cleaned by the refuse service user or his designee prior to the next scheduled refuse collection.

(c) Any condemned container not replaced or cleaned pursuant to subsection (b), above, shall be collected with the refuse at the next scheduled refuse collection. The City shall not be held liable for the collection of any defective container. Upon replacement of an unsanitary City-owned cart, the refuse service user may be charged a replacement cost. The user also may be charged for replacement of a defective City-owned cart and fined as provided in Section 500.6 if the user damages the cart.

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

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

Section 500.6: Damage to Refuse Containers.

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

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

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

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

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

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

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

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

Article VI: Recycling

Section 600.1: Scope of Services.

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

- (a) The City shall provide curbside recycling collection service from residential buildings every other week on the day of the week serving the residences according to a collection schedule established by the Director of Public Works.
- (b) Notwithstanding the provisions of subsection (a), above, the City will not provide curbside recycling collection within the Downtown Service Area. For purposes of this Section, the Downtown Service Area is defined as the area from Madison Street west to East Street, from Front Street north to Locust; and Front Street from East Street to Prairie Street.
- (c) The City may provide recycling collection services additional to those described in subsection (a), above, at the discretion of the Director of Public Works.

Section 600.2: Approved Recycle Containers.

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

Section 600.3: Holiday Collection.

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

~~Section 600.3 : Location of Recycle Containers.~~

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

Section 600.4: Storage of Recycling

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

Section 600.4: Violation of this Section.

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

Section 600.5: Placement of Recycling for Collection.

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

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

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

Section 600.6: Condition of Containers.

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

Section 600.7: Elimination of Substandard Recycling Containers.

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

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

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

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

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

(5) is in an unsanitary condition.

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

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

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

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

Section 600.8: Damage to Recycling Containers.

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

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

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

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

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

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

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

Section 600.9: Violation of this Section.

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

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

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

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

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

PASSED this 12th day of May, 2014.

APPROVED this ____ day of May, 2014.

APPROVED

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: May 12, 2014

SUBJECT: Petition submitted by Parkway Partners-One, Inc., requesting approval to Reinstated Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision, located east of Mercer Ave., north of Ireland Grove Rd., and south of Veterans Pkwy.

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

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

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to twenty-four (24) property owners within 500'. In addition, public notice/identification signs were posted on the property.

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

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Planning Commission Report and Minutes

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

Motion: _____ Seconded by: _____

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

To: Bloomington Planning Commission
From: Staff

Subject: **PS-01-14.** Public hearing and review on the petition submitted by Parkway Partners-One, Inc., requesting the approval of a Reinstated Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision, for the property located east of Mercer Avenue, north of Ireland grove Road, and south of Veterans Parkway, consisting of approximately 6.55 acres.

BACKGROUND INFORMATION:

Adjacent Zoning

North: C-1, Office District
North: R-3B, High Density Multi-Family Residence
South: B-1, Highway Business District
East: B-1, Highway Business District
East: M-1, Restricted Manufacturing District
West: B-1, Highway Business District

Adjacent Land Uses

North: Bank
North: Senior Housing
South: Offices
East: Vacant
East: Office
West: Restaurant, Car Rental Business

The Comprehensive Plan calls for Regional/Highway Commercial for the site.

The petitioner desires to first reinstate a preliminary plan as originally approved. Your next agenda item petitions to amend a preliminary plan if the reinstatement is approved. The preliminary plan needs to be reinstated because there has been no final plat approved with in the last three years.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending that the City Council approve the Reinstated Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision, for the property located east of Mercer Avenue, north of Ireland grove Road, and south of Veterans Parkway, consisting of approximately 6.55 acres.

Respectfully submitted,

Mark Woolard
City Planner

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, APRIL 23, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Stuckey, Mr. Schulz, Mr. Diamond, Mr. Balmer, Mr. Pearson, Mr. Stanczak, Mr. Scritchlow, Mr. Cornell, Mr. Cain

MEMBERS ABSENT: Mr. Wills

OTHERS PRESENT: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director of Planning and Code Enforcement
Mr. Kevin Kothe, City Engineer
Ms. Vasudha Pinnamaraju, Executive Director of McLean County Regional Planning Commission

CALL TO ORDER: Chairman Cain called the meeting to order at 4:02 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the April 9, 2014 minutes. On page two, a colon is to replace the period after "4".

Mr. Pearson moved to approve the April 9, 2014, minutes as corrected. Mr. Balmer seconded the motion which passed 9-0 with following votes being cast on roll call: Mr. Stuckey--yes; Mr. Schulz--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--Yes; Mr. Wills--absent.

REGULAR AGENDA:

PS-01-14. Public hearing and review on the petition submitted by Parkway Partners-One, Inc., requesting the approval of a Reinstated Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision, for the property located east of Mercer Avenue, north of Ireland Grove Road, and south of Veterans Parkway, consisting of approximately 6.55 acres.

PS-02-14. Public hearing and review on the petition submitted by Parkway Partners-One, Inc., requesting the approval of an Amended Preliminary Plan for Parkway Village Phase 3 PUD Subdivision, for the property located east of Mercer Avenue, north of Ireland Grove Road, and south of Veterans Parkway, consisting of approximately 6.55 acres.

Chairperson Cain introduced both of the petitions. Mr. Woolard stated both cases involve the same property. The first case requests a reinstatement of the preliminary plan. If a plan goes three years or longer without a final plat submission, then the code states it needs to be

reinstated. The perimeter and interior roads of the site from the 2008 plan have not changed. Staff and engineering reviewed the plan changes which involve lot and building sizes. There are no issues. Mr. Woolard stated that an approved Planned Unit Development is the plan that will be built. If changes are made to the plan, then they must go back through the approval process. In this case, there were no major changes such as curb cuts and no increased amounts of traffic. These changes are minor and Staff is supporting this.

Chairman Cain opened the public hearing for both cases. Todd Raufeisen, 33 Eile Drive, Rock Island, IL, the original land developer representing Parkway stated the Marriot Residence Inn is under construction. CVS and Taco Bell are currently operating both of which are topping their business sales in the area and region, respectively. The economy is picking up and since there are commitments, there is more development surface area detail and retention areas details. The property will be 100% pre-leased.

Chairman Cain asked if there were any questions, comments or opposition from the audience and no one spoke.

Mr. Balmer asked about green space requirements with respect to the upcoming changes in the comprehensive plan. Mr. Woolard stated a code requirement for parking lot landscape is in place and the floor area ratio needed to be met. The site plan would be submitted prior to an approved building permit. The site plan would contain the landscaping details. Sidewalks and a bike lane were discussed.

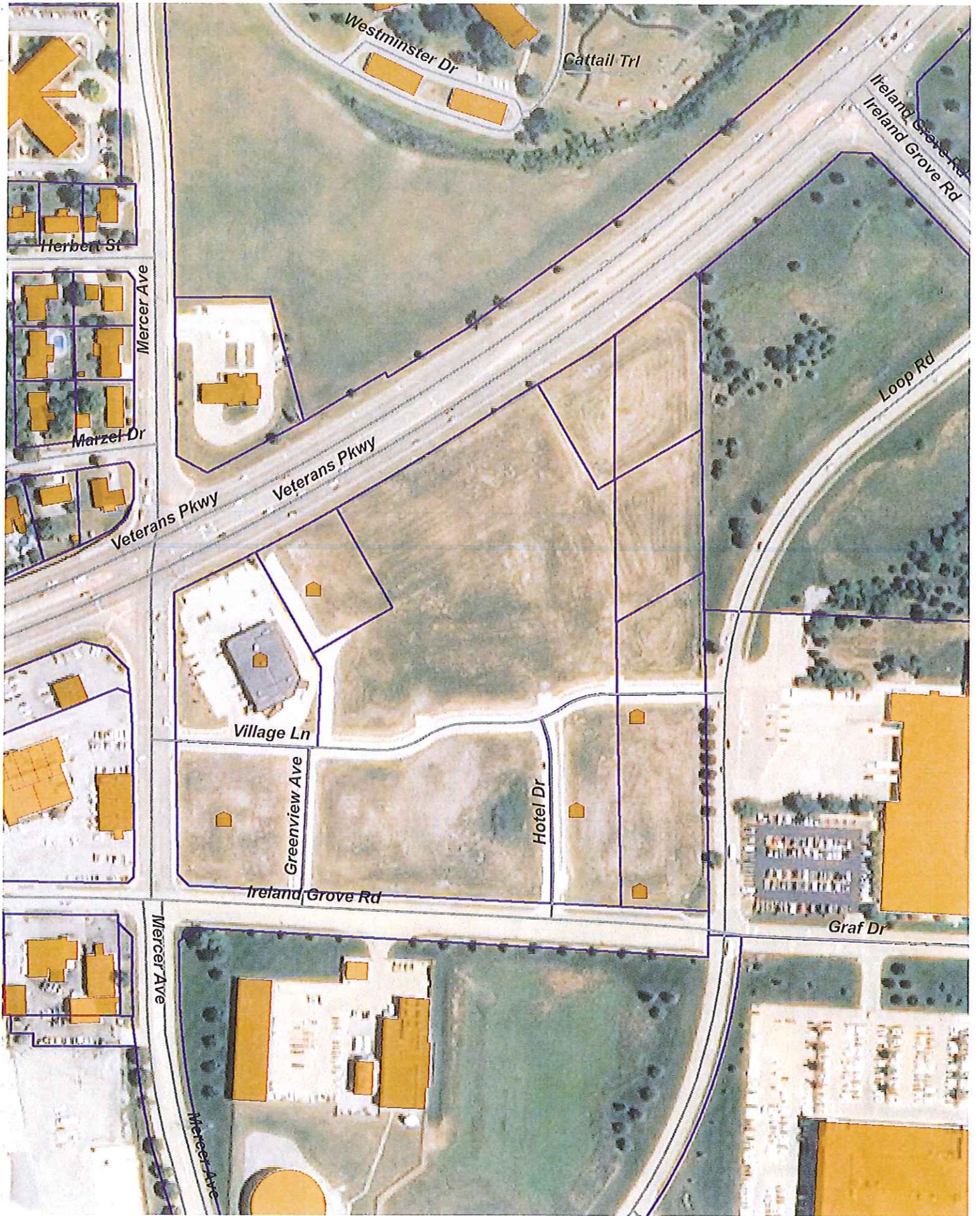
Mr. Kothe stated that the smaller basin is being combined into the larger basin. The calculations provided by the petitioner shows the required amount of storage is met to eliminate the smaller basin. This plan seems to be straight forward at this time.

Chairman Cain closed the public hearing for both cases.

Mr. Balmer moved to recommend approval to the city council for both cases PS-01-14 to reinstate the Preliminary Plan and PS-02-14 Amended Preliminary Plan pending further information on elevation and landscaping. Mr. Cain seconded the motion. Votes were cast separately.

Case PS-01-14 passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Stuckey--yes; Mr. Schulz--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--yes; Mr. Wills--absent.

Case PS-02-14 passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Stuckey--yes; Mr. Schulz--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--yes; Mr. Wills--absent.





FOR COUNCIL: May 12, 2014

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

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

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to twenty-four (24) property owners within 500'. In addition, public notice/identification signs were posted on the property.

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

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE

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

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

Recommended by:



David A. Hales
City Manager

- Attachments:**
- Attachment 1. Petition, Ordinance and Legal Description
 - Attachment 2. Planning Commission Minutes and Report
 - Attachment 3. Mailing labels
 - Attachment 4. Mailing map
 - Attachment 5. Plat and map

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

Motion: _____ Seconded by: _____

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

**PETITION FOR APPROVAL OF AN AMENDED PRELIMINARY PLAN
FOR PARKWAY VILLAGE PHASE 3 SUBDIVISION**

State of Illinois)
)ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, Illinois.

Now come(s) Parkway Partners-One, Inc., hereinafter referred to as your Petitioner(s) respectfully representing and requesting as follows:

1. That your petitioner is interested as owners in the premises hereinafter in Exhibit A attached hereto and made a part hereof to be known by this reference;
2. That your Petitioner seeks approval of the Preliminary Plan for a subdivision of said premises to be known and described as Parkway Village PUD which Preliminary Plan 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: None.

WHEREFORE, your Petitioner prays that the Preliminary Plan for the Parkway Village PUD plan amendment subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

PARKWAY PARTNERS-ONE, INC.

James L. Mann

Its President

Dated: April 1, 2014

ORDINANCE NO. 2014 - __

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

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

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

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

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

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

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

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Commencing at the southwest corner of Section 11, T.23 N., R. 2 E. of the 3rd P.M.; thence N. $02^{\circ}13'33''$ W, along the west line of said Section 11, 30.22 feet to the occupied north line of Ireland Grove Road; thence S. $85^{\circ}06'12''$ E., along said occupied north line, 17.33 feet to the east right-of-way line of Mercer Avenue; thence N. $45^{\circ}00'19''$ W., along said east right-of-way line, 25.17 feet to a point lying 46.56 feet north of the aforesaid southwest corner of Section 11; thence N. $02^{\circ}13'33''$ W., along the east right-of-way line of Mercer Avenue and the west line of Section 11, 494.93 feet to the southeasterly right of way line of Veteran's Parkway (U.S. Route 5); thence N. $88^{\circ}13'06''$ E., along said right-of-way line 7.66 feet; thence N. $01^{\circ}46'36''$ W., along said right-of-way line, 21.23 feet to a point lying 75.00 feet normal distance southeasterly of the surveyed centerline of said Veteran's Parkway; thence northeasterly along the southeasterly right-of-way line of said Veteran's Parkway, a curve to the left, convex to the southeast, with a radius of 4985.61 feet and an initial tangent bearing N. $63^{\circ}27'23''$ E., a distance of 351.77 feet to the northwest corner of Lot 301, the true point of beginning; thence northeasterly along the southeasterly right-of-way line of said Veteran's Parkway, a curve to the left, convex to the southeast, with a radius of 4985.61 feet and an initial tangent bearing N. $63^{\circ}27'23''$ E., a distance of 383.90 feet to a point on curve lying 75.00 feet normal distance southeasterly of said centerline; thence N. $57^{\circ}38'41''$ E., along said southeasterly right-of-way line, 160.83 feet to a point lying 85.00 feet normal distance southeasterly of said centerline; thence northeasterly along the southeasterly right-of-way line of said Veteran's Parkway, a curve to the left, convex to the southeast, with a radius of 4985.61 feet and an initial tangent bearing N. $53^{\circ}09'33''$ E., a distance of 253.61 feet to a point lying 85.00 feet normal distance southeasterly of said centerline; thence S. $02^{\circ}14'12''$ E., along said southeasterly right-of-way line, 6.30 feet to a point lying 90.00 feet normal distance southeasterly of said centerline; thence northeasterly along the southeasterly right-of-way line of said Veteran's Parkway, a curve to the left, convex to the southeast, with a radius of 5000.61 feet and an initial tangent bearing N. $50^{\circ}17'40''$ E., a distance of 8.01 feet to a point on the west line of State Farm South Subdivision First Addition recorded on October 24, 2000 as document no. 200026512 in the McLean County Recorder's office; thence S. $02^{\circ}10'33''$ E., along the west line of said addition, 775.01 feet to the northeast corner of Lot 201 in Parkway Village Phase 2 as recorded November 1, 2010 as document no. 201027103 in the McLean County Recorder's office; thence S. $87^{\circ}49'27''$ W., along the north line of said subdivision, 185.37 feet; thence southwesterly along the northerly line of said Lot 201, on a curve to the left, convex to the northwest, with a radius of 150.00 feet, an arc length of 88.04 feet; thence southeasterly, along the northerly line of said Lot 201, on a curve to the right, convex to the southeast, with a radius of 150.00 feet, an arc length of 31.79 feet; thence N. $02^{\circ}10'33''$ W., 271.80 feet; thence N. $31^{\circ}08'07''$ W., 51.82 feet; thence S. $58^{\circ}51'53''$ W., 278.47 feet to the southeast corner of Lot 103 in Parkway Village Phase 1, recorded March 23, 2009 as document no. 2009-8540, in said Recorder's office; thence N. $31^{\circ}08'07''$ W., along the west line of said Lot 103, 210.70 feet to the point of beginning, containing 285,135 square feet (6.55 acres) more or less, all situated in the City of Bloomington, McLean County, Illinois.

To: Bloomington Planning Commission
From: Staff

Subject: **PS-02-14.** Public hearing and review on the petition submitted by Parkway Partners-One, Inc, requesting the approval of an Amended Preliminary Plan for Parkway Village Phase 3 PUD Subdivision, for the property located east of Mercer Avenue, north of Ireland grove Road, and south of Veterans Parkway, consisting of approximately 6.55 acres.

BACKGROUND INFORMATION:

Adjacent Zoning

North: C-1, Office District
North: R-3B, High Density Multi-Family Residence
South: B-1, Highway Business District
East: B-1, Highway Business District
East: M-1, Restricted Manufacturing District
West: B-1, Highway Business District

Adjacent Land Uses

North: Bank
North: Senior Housing
South: Offices
East: Vacant
East: Office
West: Restaurant, Car Rental Business

The Comprehensive Plan calls for Regional/Highway Commercial for the site.

The petitioner desires to amend the same preliminary plan that is being requested to be reinstated. Much of the preliminary plan will remain the same and some of the lots are already developed or are being built on now. The major changes are in the northern or northeastern portion of the site where a small strip center and restaurant are planned. The internal lot and building layout is proposed to change. The streets will remain private and no new access points are proposed to the city streets and Veteran's Parkway.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending that the City Council approve the Amended Preliminary Plan for Parkway Village Phase 3 PUD Subdivision, for the property located east of Mercer Avenue, north of Ireland grove Road, and south of Veterans Parkway Drive, in Case PS-02-14.

Respectfully submitted,

Mark Woolard
City Planner

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, APRIL 23, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Stuckey, Mr. Schulz, Mr. Diamond, Mr. Balmer, Mr. Pearson, Mr. Stanczak, Mr. Scritchlow, Mr. Cornell, Mr. Cain

MEMBERS ABSENT: Mr. Wills

OTHERS PRESENT: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director of Planning and Code Enforcement
Mr. Kevin Kothe, City Engineer
Ms. Vasudha Pinnamaraju, Executive Director of McLean County Regional Planning Commission

CALL TO ORDER: Chairman Cain called the meeting to order at 4:02 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the April 9, 2014 minutes. On page two, a colon is to replace the period after "4".

Mr. Pearson moved to approve the April 9, 2014, minutes as corrected. Mr. Balmer seconded the motion which passed 9-0 with following votes being cast on roll call: Mr. Stuckey--yes; Mr. Schulz--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--Yes; Mr. Wills--absent.

REGULAR AGENDA:

PS-01-14. Public hearing and review on the petition submitted by Parkway Partners-One, Inc., requesting the approval of a Reinstated Preliminary Plan for the Parkway Village Phase 3 PUD Subdivision, for the property located east of Mercer Avenue, north of Ireland Grove Road, and south of Veterans Parkway, consisting of approximately 6.55 acres.

PS-02-14. Public hearing and review on the petition submitted by Parkway Partners-One, Inc., requesting the approval of an Amended Preliminary Plan for Parkway Village Phase 3 PUD Subdivision, for the property located east of Mercer Avenue, north of Ireland Grove Road, and south of Veterans Parkway, consisting of approximately 6.55 acres.

Chairperson Cain introduced both of the petitions. Mr. Woolard stated both cases involve the same property. The first case requests a reinstatement of the preliminary plan. If a plan goes three years or longer without a final plat submission, then the code states it needs to be reinstated. The perimeter and interior roads of the site from the 2008 plan have not changed. Staff and engineering reviewed the plan changes which involve lot and building sizes. There are no issues. Mr. Woolard stated that an approved Planned Unit Development is the plan that will

be built. If changes are made to the plan, then they must go back through the approval process. In this case, there were no major changes such as curb cuts and no increased amounts of traffic. These changes are minor and Staff is supporting this.

Chairman Cain opened the public hearing for both cases. Todd Raufeisen, 33 Eile Drive, Rock Island, IL, the original land developer representing Parkway stated the Marriot Residence Inn is under construction. CVS and Taco Bell are currently operating both of which are topping their business sales in the area and region, respectively. The economy is picking up and since there are commitments, there is more development surface area detail and retention areas details. The property will be 100% pre-leased.

Chairman Cain asked if there were any questions, comments or opposition from the audience and no one spoke.

Mr. Balmer asked about green space requirements with respect to the upcoming changes in the comprehensive plan. Mr. Woolard stated a code requirement for parking lot landscape is in place and the floor area ratio needed to be met. The site plan would be submitted prior to an approved building permit. The site plan would contain the landscaping details. Sidewalks and a bike lane were discussed.

Mr. Kothe stated that the smaller basin is being combined into the larger basin. The calculations provided by the petitioner shows the required amount of storage is met to eliminate the smaller basin. This plan seems to be straight forward at this time.

Chairman Cain closed the public hearing for both cases.

Mr. Balmer moved to recommend approval to the city council for both cases PS-01-14 to reinstate the Preliminary Plan and PS-02-14 Amended Preliminary Plan pending further information on elevation and landscaping. Mr. Cain seconded the motion. Votes were cast separately.

Case PS-01-14 passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Stuckey--yes; Mr. Schulz--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--yes; Mr. Wills--absent.

Case PS-02-14 passed by a vote of 9 to 0 with the following votes being cast on roll call: Mr. Stuckey--yes; Mr. Schulz--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--yes; Mr. Wills--absent.

2025 E LINCOLN ST
BLOOMINGTON IL 617015995

1907 MARZEL DR
BLOOMINGTON IL 617017105

1305 S Mercer Ave
Bloomington IL 617047113

1205 S MERCER AVE
BLOOMINGTON IL 617017111

1909 MARZEL DR
BLOOMINGTON IL 617017105

1913 MARZEL
BLOOMINGTON IL 61701

1105 ROSALIE ST
BLOOMINGTON IL 617017119

7900 N University St
Peoria IL 616151839

4509 N BRADY ST
DAVENPORT IA 528064051

1908 MARZEL DR
BLOOMINGTON IL 617017144

1201 S MERCER AVE
BLOOMINGTON IL 617017111

1203 S MERCER
BLOOMINGTON IL 61701

1911 MARZEL DR
BLOOMINGTON IL 617017105

1106 ROSALIE ST
BLOOMINGTON IL 617017120

ATTN: ACCOUNTS PAYABLE PO BOX 17430
URBANA IL 618037430

1104 ROSALIE ST
BLOOMINGTON IL 617017120

2045 IRELAND GROVE ROAD
BLOOMINGTON IL 61704

2045 IRELAND GROVE ROAD
BLOOMINGTON IL 61704

2030 IRELAND GROVE RD
BLOOMINGTON IL 617047104

20502 E 950 NORTH RD
BLOOMINGTON IL 61704

1905 MARZEL
BLOOMINGTON IL 61701

2049 IRELAND GROVE RD
BLOOMINGTON IL 617047103

1 STATE FARM PLAZA
BLOOMINGTON IL 61701

5 SHENANDOAH AVE.
JACKSONVILLE IL 62650

5 SHENANDOAH AVE.
JACKSONVILLE IL 62650

5 SHENANDOAH AVE.
JACKSONVILLE IL 62650

1 Cvs Dr
Woonsocket RI 028956146

7211 N KNOXVILLE AVE
PEORIA IL 616142077

1 STATE FARM PLAZA
BLOOMINGTON IL 61701

1 STATE FARM PLAZA
BLOOMINGTON IL 61701

5 SHENANDOAH AVE
JACKSONVILLE IL 626501073

5 SHENANDOAH AVE
JACKSONVILLE IL 626501073

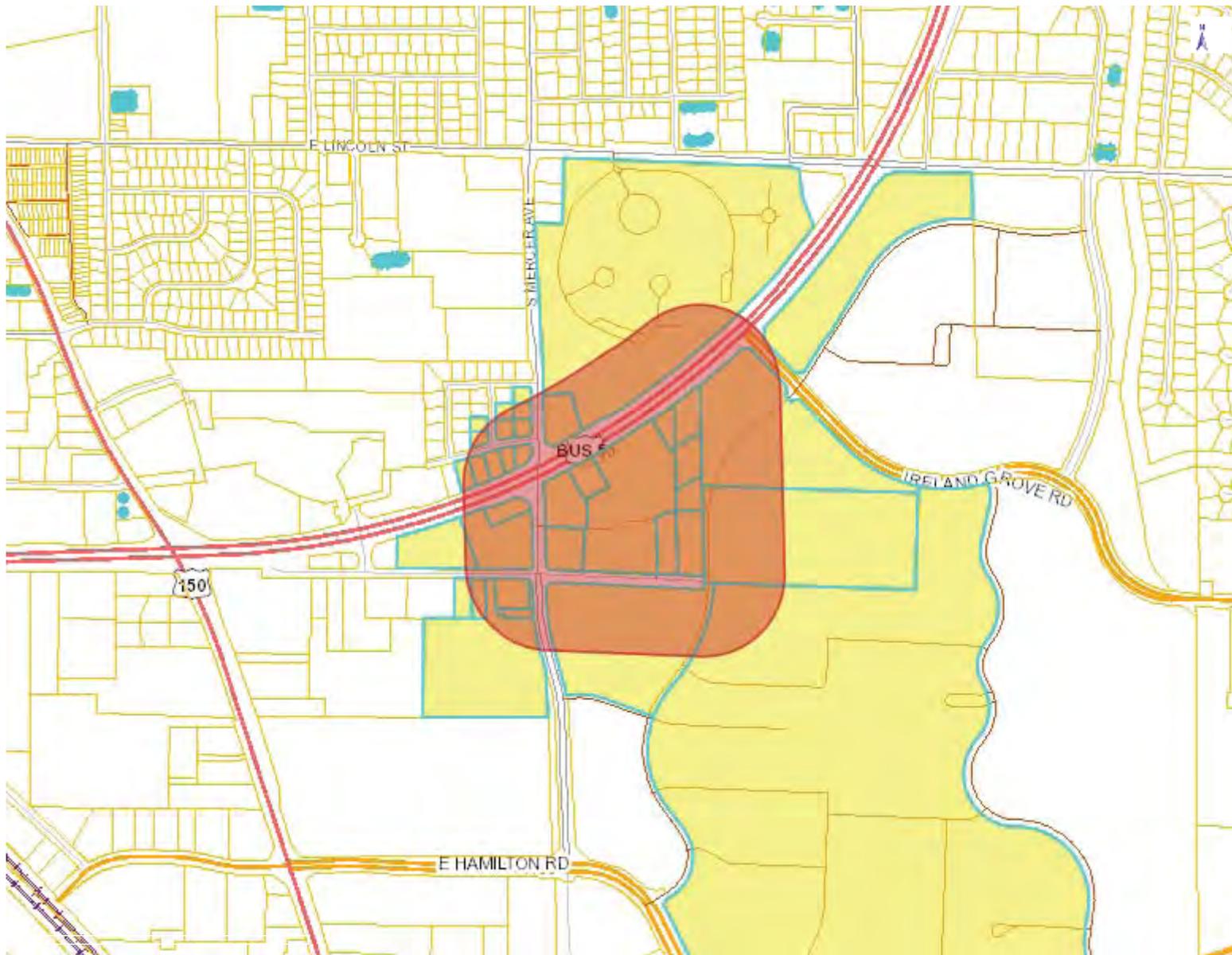
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JACKSONVILLE IL 62650

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5 SHENANDOAH AVE.
JACKSONVILLE IL 62650

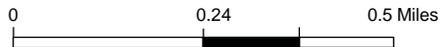


Parkway Village PUD subdivision Map



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
 - PAVED
 - UNPAVED
- City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County



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1: 14,907

Printed: 4/16/2014 10:26:28 AM

Notes

2008 PLAN



PROJECT SUMMARY TABLE

LOT DESIGNATION	LOT SIZE SQ. FT.	STRUCTURE SIZE SQ. FT.	PARKING SPACES ON LOT	RECORD*
A	112,971	88,656 (100 Rooms, 4 Story)	104	135
B	75,251	13,295	70	54
C	27,000	2,650	40	29
D	39,378	3,870	54	39
E	70,708	10,665	141	107
F	47,846	12,800	51	52
G	65,617	12,957	75	52
H	47,954	9,000 (2 Story)	40	38
I	43,272	10,000	36	42
J	53,383	5,400	37	22
K	15,388	30,030	150	120
DETONATION 1	N/A	N/A	N/A	N/A
DETONATION 2	29,016	N/A	N/A	N/A
TOTALS	624,470	200,023	827	610

*By Washington Code

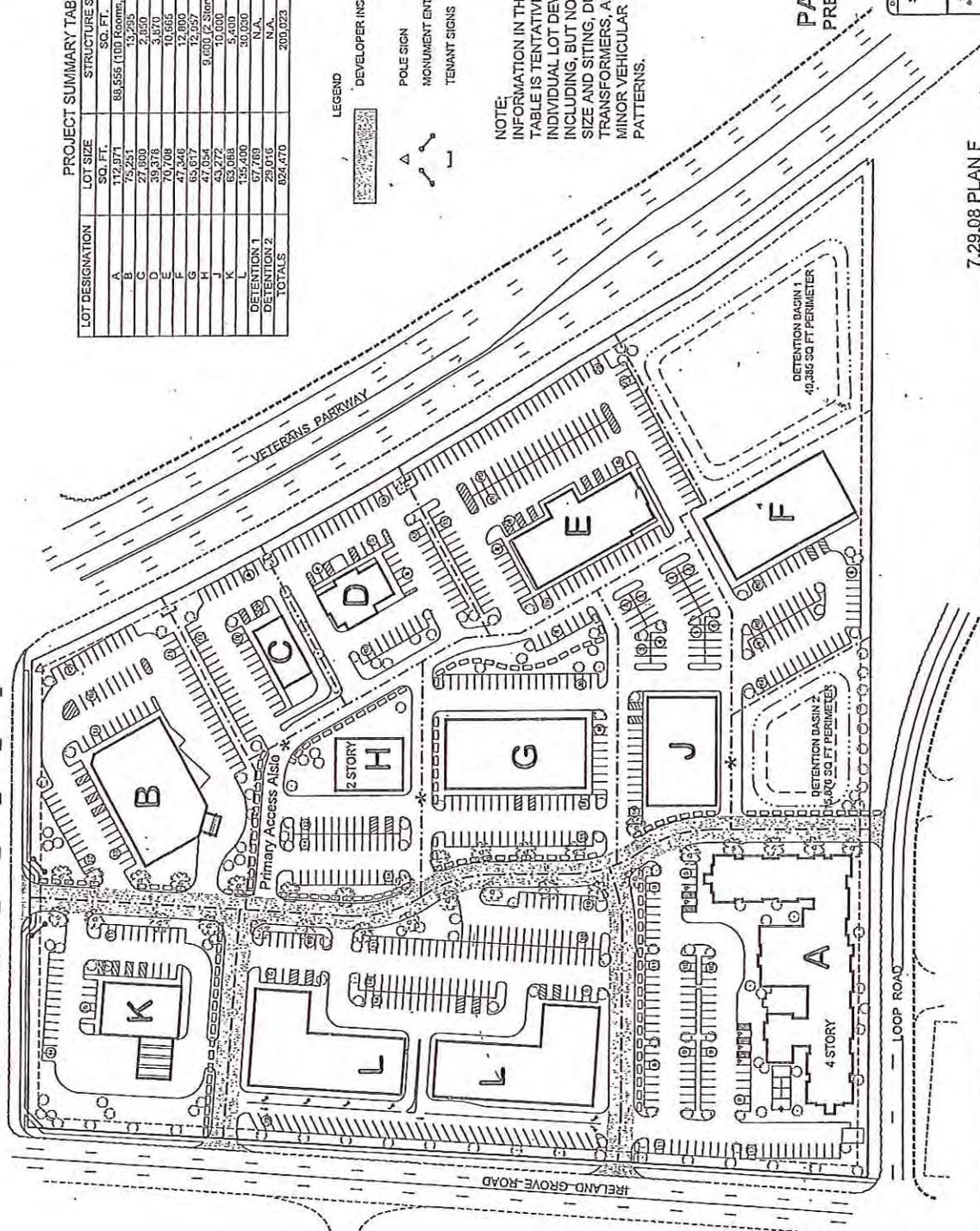
LEGEND

- DEVELOPER INSTALLED PRIVATE STREETS
- POLE SIGN
- MONUMENT ENTRY SIGNS
- TENANT SIGNS

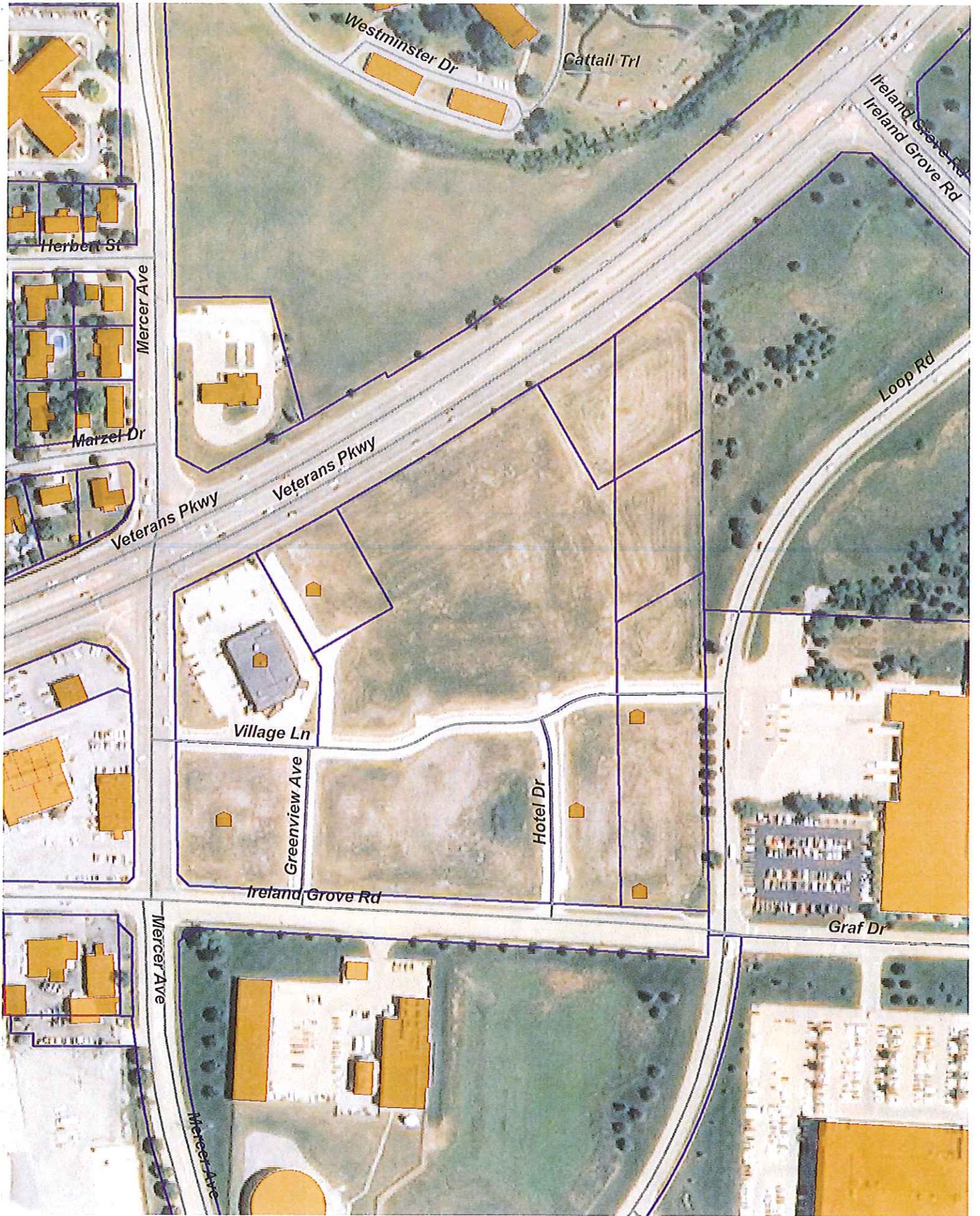
NOTE:
 INFORMATION IN THE PROJECT SUMMARY TABLE IS TENTATIVE AND SUBJECT TO INDIVIDUAL LOT DEVELOPMENT SPECIFICS, INCLUDING, BUT NOT LIMITED TO, BUILDING SIZE AND SITING, DUMPSTER LOCATIONS, TRANSFORMERS, ADA SPACE LOCATIONS AND MINOR VEHICULAR CIRCULATION/PARKING PATTERNS.

EXHIBIT B
 PARKWAY PROJECT
 PRELIMINARY PLANNED UNIT
 DEVELOPMENT PLAN

DATE OF PREPARATION: PROJECT ID: 07000001
 SHEET NO. 1 OF 1 SHEETS
 Foth
 RELIANCE ON DOCUMENTS:
 THIS DOCUMENT IS NOT TO BE USED FOR A SPECIFIC PROJECT UNLESS IT IS PART OF A CONTRACT DOCUMENT SET. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS.
 © 2008, Foth Infrastructure & Environment, LLC



7.29.08 PLAN F





FOR COUNCIL: May 12, 2014

SUBJECT: Petition from Parkway Partners-One, Inc., Requesting Approval of a Final Plat for the Parkway Village Phase 3 Subdivision, commonly located east of Mercer Ave., north of Ireland Grove Rd., and south of Veterans Pkwy.

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

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

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

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

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

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

Respectfully submitted for Council consideration.

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

Reviewed by: Sue McLaughlin, Interim Asst. City Manager

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

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

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance and Legal Description
Attachment 2. Plats and map

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

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

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

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

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

Respectfully submitted,

By: James L. Mann
Its President

ORDINANCE NO. 2014 - ____

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

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

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

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

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

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

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

PASSED this 12th day of May, 2014.

APPROVED this ____ day of May, 2014.

APPROVED

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

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

P.I.N.

21-11-351-004

21-11-351-005

21-11-351-011

21-11-351-012

21-11-351-013



GRAPHIC SCALE 1" = 60'
0 30 60 120

FINAL PLAT

OF PARKWAY VILLAGE PHASE 3

PART OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 23 NORTH
RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



GENERAL NOTES

1. BASIS OF BEARINGS ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983 ADJUSTMENT.
2. BOUNDARY DIMENSIONS ARE SHOWN ON BOUNDARY PLAT PREPARED BY FRANKWORTH GROUP, ROBERT J. MONTOSH, PLUS NO. 3223, DATED NOVEMBER 7, 2007 AND VERIFIED BY THIS SURVEY.
3. VEHICULAR ACCESS TO MERCER AVENUE, IRELAND GROVE ROAD AND LOOP ROAD SHALL BE RESTRICTED TO THE PRIVATE STREET DESIGNATED ON THE PLAT AS VILLAGE LANE, GREENVIEW AVENUE AND HOTEL DRIVE. NO ACCESS WILL BE ALLOWED TO VETERAN'S PARKWAY.
4. OUTLOT 300 TO BE DEED TO THE PARKWAY VILLAGE L.L.C. FOR PROPORTIONAL OWNERSHIP AT THE TIME OF TITLE TRANSFER BY THE SUBDIVIDER.
5. ALL LOT CORNERS WITHIN PAVED SURFACES WILL BE LOCATED AFTER CONSTRUCTION.
6. SIDEWALK TO BE CONSTRUCTED BY PARCEL (LOT) OWNER AS EACH PARCEL IS DEVELOPED.

SURVEY LEGEND

- = IRON ROD STAKE FOUND
 - = 5/8" IRON ROD STAKE W/ ORANGE CAP
No. 5102 SET
 - ✕ = SET "CUT CROSS" IN CONCRETE
- FIELD WORK PERFORMED: MARCH 2014

LEGEND

- BOUNDARY LINE
- EXISTING PROPERTY LINE
- PROPERTY LINE
- ACCESS EASEMENT
- EXISTING 12' LANDSCAPING EASEMENT
- EXISTING 1' GTE MTO RIGHT OF-WAY EASEMENT
- EXISTING 8" WATERMAIN WITH 15' EASEMENT
- AS-CONSTRUCTED WATERMAIN AND 15' WIDE EASEMENT TO THE CITY OF BLOOMINGTON OR THE PARKWAY VILLAGE PROPERTY OWNERS ASSOCIATION
- EXISTING SANITARY SEWER WITH 15' EASEMENT
- AS-CONSTRUCTED SANITARY SEWER OR SERVICE SEWER AND 15' WIDE EASEMENT TO THE CITY OF BLOOMINGTON OR THE PARKWAY VILLAGE PROPERTY OWNERS ASSOCIATION
- EXISTING STORM SEWER WITH 10' EASEMENT
- AS-CONSTRUCTED STORM SEWER OR SERVICE SEWER AND 15' WIDE EASEMENT TO PARKWAY VILLAGE PROPERTY OWNERS ASSOCIATION

REVISIONS		
NO.	DESCRIPTION	DATE



Landmark
ENGINEERING GROUP
455 AVENUE OF THE CITIES EAST MOLINE, IL. 61244
(309) 755-3400 FAX (309) 755-4422
CIVIL ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBER 184-001511

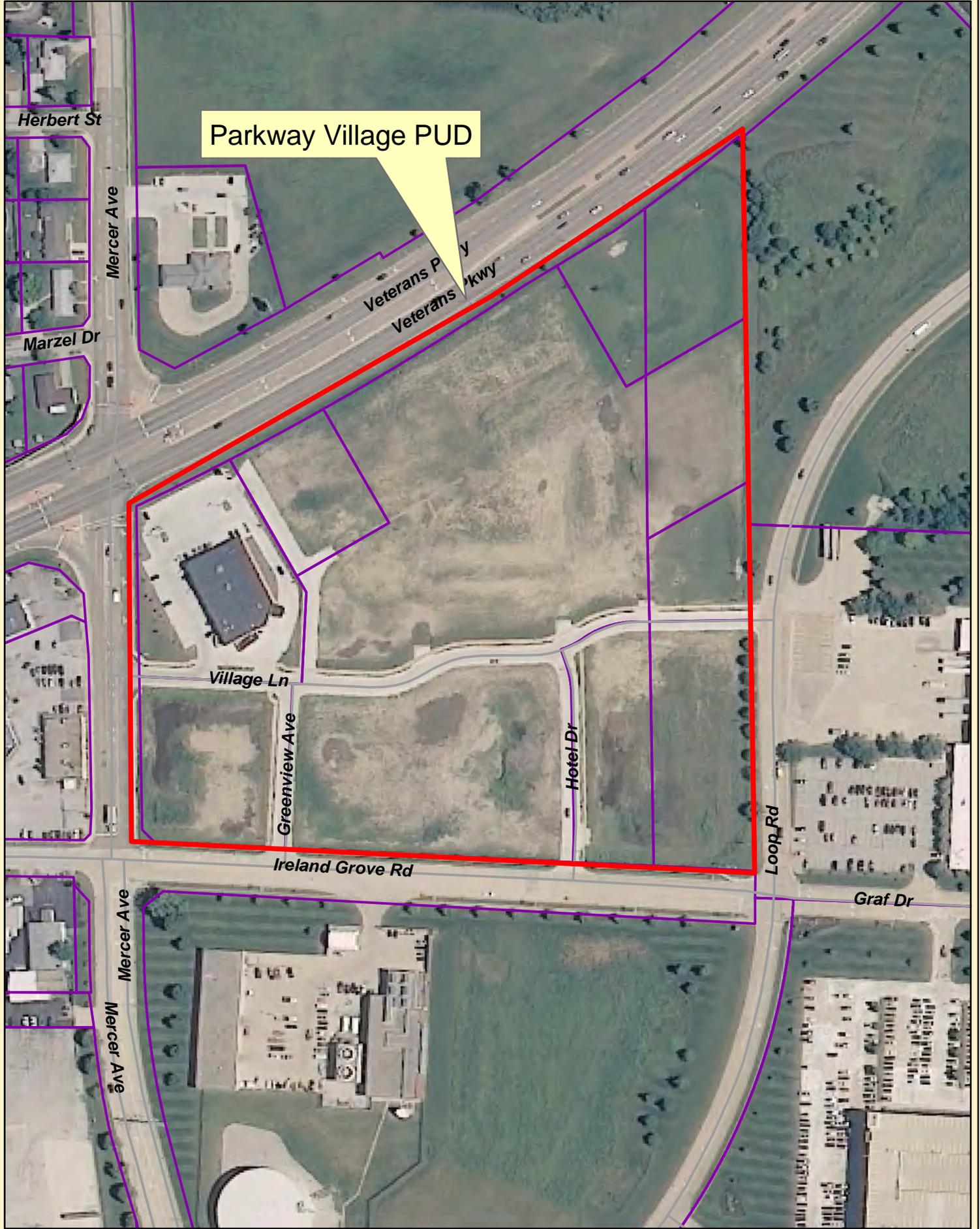
FINAL PLAT
PARKWAY VILLAGE PHASE 3
BLOOMINGTON, ILLINOIS

DATE: 04/02/14

2

SHEET 2 OF 2

01-14-1230





FOR COUNCIL: May 12, 2014

SUBJECT: Presentation by Illinois Wesleyan University (IWU) Action Research Center regarding Tax Increment Finance (TIF) Analysis for West Bloomington

RECOMMENDATION/MOTION: Presentation only.

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

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

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

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

As a direct result of this presentation, representatives from the West Bloomington Revitalization Project (WBRP), along with City staff, desired to further research the use of TIF districts as they pertain to redevelopment efforts in Central Illinois. As such, four (4) interns were identified through the IWU Action Research Center. Over the course of the Spring 2014 semester, these students, along with assistance from IWU faculty and staff and various community groups,

examined the TIF tool and its potential use within the City. The presentation given during the Council'S May 12, 2014 meeting serves to provide a summary of the findings. The Council was provided with a copy of the study.

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

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

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

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

Discussion only:



David A. Hales
City Manager

Tax Increment Financing District in West Bloomington Study
By Megan Rogers, Jonathon Bates, Xinlin Xu, and Jamal Smith

Executive Summary

In our study, we examined Tax Increment Financing (TIF) districts as a tool for economic development in West Bloomington. We investigated the components of TIF districts as well as the mechanism under which TIF operates. We also researched on the effectiveness and successful rate of TIFs. Looking into specific areas that can shed light on our understanding of TIF as a tool for the revitalization of West Bloomington, we were each assigned a city in Central Illinois to find out how TIF has worked out in those areas. The cities we covered are Springfield, Urbana, Champaign, Decatur and Peoria.

In this presentation, we will first introduce the work we have done so far. Then we will have an overview on what TIF is. Next, we will present academic findings on TIFs as well as the data we collected from TIF Annual Reports, upon which our analysis is based on. We will examine the demographic features in West Bloomington and show the compatibility of West Bloomington revitalization project's six strategies with TIF as a financing tool. Lastly, we will offer our recommendations to the council on the use of TIF for the revitalization of West Bloomington.

We found out that most TIFs adopted a mixed strategy with both residential and commercial components involved. Academic literature shows economists disagree on the effectiveness of TIF, which conforms to our finding that there are both successful and failure stories of TIFs in Central Illinois. But TIF is still an optimal financing tool for the revitalization of West Bloomington given the blighted condition in the neighborhood.

Tax Increment Financing in West Bloomington

I. Introduction

This year's IWU City Internship program was structured around a single broad question: Can tax increment financing (TIF) be a viable tool for economic development in West Bloomington? Answering this question required answering a number of subsidiary questions. How does TIF work? What is its track record in other cities, especially Central Illinois cities of comparable size to Bloomington? Is TIF a good fit in West Bloomington? What sorts of problems could TIF be used to tackle in this neighborhood?

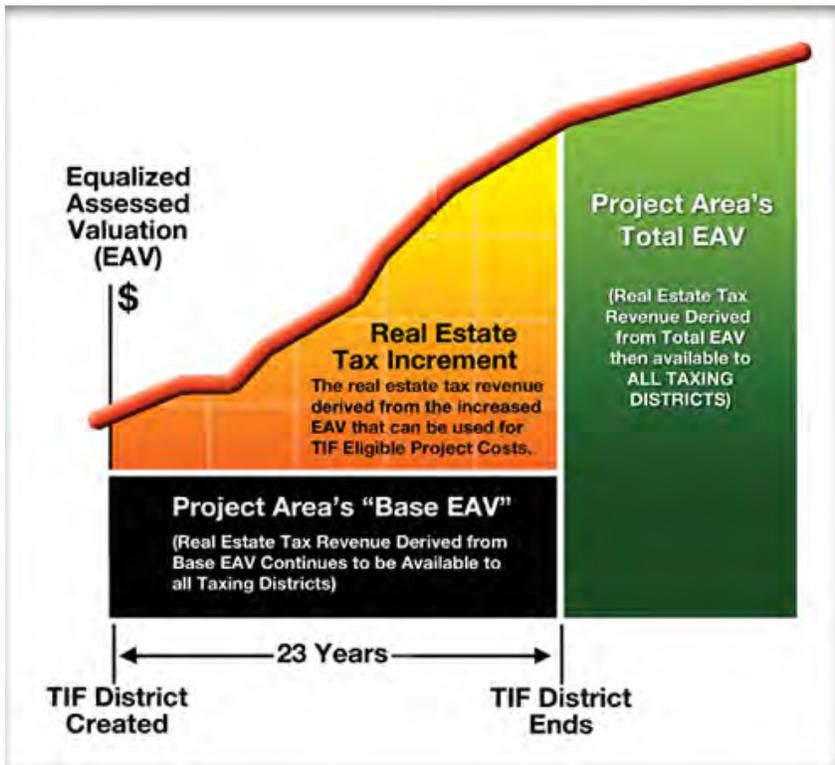
Keeping in mind that undergraduate interns are not professional consultants, we set out to answer these questions to the best of our ability and resources. In that task, we had the assistance of many members of local government, local nonprofits, and the community as a whole. We are grateful for their technical assistance, their enthusiasm about West Bloomington, and for all they have done already for this community.

This report is laid out in the following sections, closely corresponding to the questions mentioned above. In the first section, we will briefly explain what TIF is and how it works. In the second section, we will discuss TIF's track record in other municipalities, as detailed in academic studies and annual TIF reports filed by Central Illinois city governments. In the third, we will explain why and how we believe TIF should be used—with the support of local government and community organizations—to deal with a number of outstanding issues in the West Side. Finally, we will attempt to apply what we have learned about TIF and West Bloomington to answering our research questions.

II. What is TIF?

Klacik and Nunn define TIF as follows:

“The use of TIF establishes a geographic area for which debt instruments are issued to finance specific public improvements that will presumably enable economic development or redevelopment, usually by installing physical infrastructure that makes a particular project or series of projects possible.”¹



Source: *tifillinois.com*

When a TIF district is designated, the base value of the property is determined. As the equalized assessed valuation (EAV) of the blighted property increases, the incremental tax collected from the increased valuation above base value will be put into a special TIF account and be used to finance economic development. All the other taxing bodies continue to receive tax

¹ Klacik and Nunn, “A Primer on Tax Increment Financing,” 15

revenues from the base assessed valuation so that revenue received by local taxing bodies remain constant.²

Klacik and Nunn summarized two incentives for the implementation of a TIF: “the neverending and increasingly difficult search for creative local financing mechanisms and the desire to establish local revenue and expenditure systems that reflect the longstanding benefit principle of public finance.” There are three major financing tools available for economic development, Tax Increment Financing (TIF), Business District (BD), and Special Service Area (SSA). As shown in Table 1, BD is a financing tool used for commercial development while a SSA mostly focuses on infrastructure improvement. Only TIF combines the two elements together is mostly suitable for the revitalization of a specific area that have both residential and commercial components.

	TIF	Business District	Special Service Area
Eligibility and Designation	Adverse conditions finding required	Adverse conditions finding required	No findings required
Duration	23 years	23 years	Not required but recommended
Sources of Revenue	Incremental property taxes	Up to 1% additional sales and/or hotel taxes	Additional property taxes
Tax increase?	No	Yes/(sale and/or hotel)	Yes(property)
Scale of potential revenues	Can be large	Generally smaller	Generally smaller
Common Uses of Funds	Infrastructure, land, building rehab, etc.	Sales – Streetscaping, marketing, etc.; Hotel – Tourism marketing only	Streetscaping, marketing, etc.
How would a taxpayer/taxing body fight one?	Engage elected officials	Engage elected officials	Engage elected officials and/or file a petition – 51% or more owners of record and electors

Table 1

² “Creating TIF Districts,” TIF Illinois, accessed April 10, 2014, <http://tifillinois.com/faq.html>.

TIF and School Districts

There is a consideration that TIF will drain the tax revenue that is originally supposed to go major taxing bodies, such as school districts. First, according the TIF law in Illinois, the implementation of TIF will not hurt a school district’s chance in acquiring state aid. TIF districts will continue to receive the tax revenue they were entitled to before the creation of the TIF district.³ The incremental growth in property values within a TIF district is excluded from the property tax based when the State of Illinois calculates the amount of aid it should award to a school district.⁴

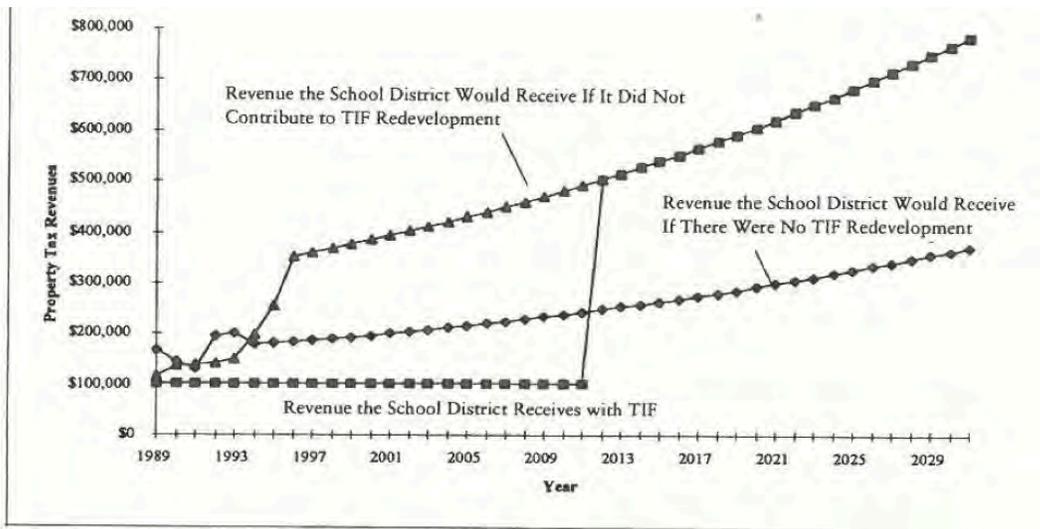


FIGURE 12.7
School District Revenues by Year with or without TIF Redevelopment

Figure 1

In the study on King Park Neighborhood in Urbana, Illinois, Elson, Knaap and Singer presents property tax revenues forecast for Community School District Number 116 under three

³ “Tax Increment Financing (TIF) Explained,” Village of Schaumburg, accessed April 10, 2014, <http://www.ci.schaumburg.il.us/EDevel/EDev/Pages/TaxIncrementFinancingExplained.aspx>.

⁴ Ibid.

different conditions. The lowest line represents the property tax revenues received by the school district based on the base value of property in the TIF district, while the highest line represents the revenue received based on the current total assessed value. The middle line represents the amount of revenue the school district would receive without redevelopment.⁵ The problem we can spot in this graph is that the revenue the school district receives will steadily increase if there is no TIF redevelopment, while the revenue the school district receives based on base value stays constant. However, after the termination of TIF redevelopment, the school district receives revenues depicted by the highest line in the figure. Though TIF redevelopment will bring long-term benefits to the school district, it will also create short-term loss. In order to receive approval and the successful implement of TIF, some cities guaranteed a percentage of revenue received from incremental taxes to be distributed to school districts, as in the case of Decatur.

III. TIF in the academic literature

As part of our effort to determine, if possible, TIF's track record as an economic development tool, we familiarized ourselves with the academic literature on TIF. Because TIF usage has grown considerably since the 1980s, a small but growing body of studies has accumulated on the subject. A few studies discuss the economic theory of TIF (see Brueckner 2001 for a good and widely cited example). Most economic articles about TIF are concerned with whether TIF generally raises property values within the designated district; a smaller and more recent group attempt to identify factors that make TIF districts successful or unsuccessful (Byrne 2006, 318).

⁵ Elson, Knaap and Singer, "Using TIF to Provide Affordable Housing," 209.

We have already discussed how TIF districts work, but Brueckner's theoretical analysis contains some points worth emphasizing. According to Brueckner, TIF appeals to city governments in that it allows the city to pursue economic development in a targeted area without raising property taxes for the entire municipality. However, Brueckner cautions that TIF is effective only insofar as it provides some public good that is "at least moderately underprovided relative to the socially optimal level." If the good being provided by the TIF project is already being provided at optimal or near-optimal levels within the community, the project will probably not increase revenue enough to pay for the initial investment (341). This may seem rather obvious. If funds are used to add a particular type of store to a shopping center that already has one, or to make unnecessary improvements to an already-thriving business but in practice TIF districts, no one will be surprised if the investment has little effect. Obvious or not, however, TIF funds are often misused in this way—see, for instance, the controversies over wasteful TIF projects produced by Chicago's political machine. Bloomington is not Chicago, but even ethically uncompromised planners will need to take care to make sure that TIF money is used only to address real community needs.

Most scholarly work on TIF consists of empirical studies of TIF districts aimed at determining whether, as an economic development tool, TIF is generally successful. This is generally done by making controlled comparisons between (1) economic growth in TIF districts or cities with TIF districts and (2) economic growth in neighborhoods or cities without TIF districts. Efforts to do this have been inconclusive. Anderson (1990) found, after controlling for selectivity bias (that is, the possibility that the fastest-growing TIF districts are located in areas that were already expected to grow faster than surrounding communities), that economic growth in cities in TIF districts was faster than economic growth in cities without. However, he was not

able to satisfactorily establish causality, as he did not have enough data to prove that these results were caused by TIF rather than other phenomena. Man and Rosentraub (1998) found evidence that Indiana cities using TIF districts saw 11% higher growth in median owner-occupied housing value after controlling for various environmental factors such as demographics and socioeconomic conditions. Rogers and Winter (2009) analyzed employment and taxable sales figures within St. Louis ZIP codes that did and did not have TIF districts, finding that the presence of a TIF district appeared to increase employment and sales figures (though they acknowledged that causality was difficult to establish). On the other hand, Dye and Merriman (2000), found that northeastern Illinois cities with TIF districts grew more slowly than cities without TIF districts. Swenson and Eathington (2006) found no consistent evidence that TIF districts led to higher growth in Iowa cities. Merriman, Skidmore, and Kashian (2011) found that Wisconsin TIF districts focusing on retail development had significant effects on property values, but residential and manufacturing TIF districts had no significant effects.

As these inconsistencies suggest, it is difficult to draw any firm conclusions about the general effectiveness of TIF given the data that are available to researchers. The only point of consensus among scholars who study TIF is that even after controlling for selectivity bias and environmental variables, it is extremely difficult to establish causality with any degree of firmness. This lack of consensus may simply reflect the difficulty of doing social science research, in which it is impossible to control every variable. It may also be partially explained by variation among states and regions. Each of the aforementioned studies focuses on TIF districts in one state. TIF regulations and practices vary somewhat from state to state, and these differences may have an effect on outcomes. Swensen and Eathington, for example, restricted their analysis to Iowa, which they acknowledged had an especially lenient set of laws governing

TIF districts; in their studies, Iowa TIFs showed no evidence of greater growth than did cities without TIFs. Likewise, Dye and Merriman analyzed TIF districts in the Chicago metropolitan area; perhaps their finding that TIF districts may actually *hinder* growth reflects rampant misuse by the city of Chicago. In any case, it is clear from these results that drawing broad conclusions about the effectiveness of TIF *in general* would be a mistake.

The scholarly verdict may be out on that count, but the academic literature may still be useful for the purposes of illuminating best practices in the use of TIF. For example, Dye and Merriman (2000), Byrne (2002), Swenson and Eathington (2006), and Merriman, Skidmore, and Kashian (2011) all find either find evidence or argue from theory that TIF usage in a given community may lead to negative growth in neighboring communities. This is certainly a risk and should be kept in mind. For instance, if (hypothetically) West Bloomington residents are accustomed to buying sporting goods in other neighborhoods, building a sporting goods store on Market Street may be beneficial to West Bloomington but harmful to sporting goods stores in adjacent parts of town. Ideally, a TIF development in West Bloomington should meet a purely local community need that is not currently being met (or not met adequately) by businesses from outside of West Bloomington. Other lessons that can be drawn from the academic literature may be found in Byrne's (2002) article attempting to find determinants of property tax growth in TIF districts. Most intriguingly, Byrne found that TIF districts that were particularly blighted when redevelopment began tended to grow faster than less blighted TIF districts. This finding fits Brueckner's aforementioned theory that TIF projects should aim to fill the most underprovided public goods.

Overall, academic studies about TIF are not particularly useful in determining whether TIF is a successful tool in general. Scholars appear to be evenly divided on that question, and

deficiencies in the data available to them make it difficult to draw definitive conclusions. This should not, by any means, be taken as a suggestion that Bloomington should avoid using TIF districts. It only means that TIF districts are neither obviously good nor obviously bad. Still, scholars do appear to have pinpointed some of the best (and worst) practices in the use of TIF, which should serve as a guide for planners interested in employing TIF in West Bloomington. Clever and thorough planning that avoids redundancies and focuses on the areas of greatest need will be necessary for whatever form of economic development the city uses to strengthen West Bloomington, including TIF.

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IV. TIF in Central Illinois cities: Our data

In addition to our academic literature review, we studied TIF usage in several medium-sized Illinois cities, specifically Champaign, Decatur, Normal, Peoria, Rock Island, and Springfield. All of these cities are similar in size to Bloomington and all but one are within an hour’s drive in Central Illinois. We restricted our “universe” of data in this manner because we believed that it was important to establish a local basis for comparison to Bloomington. We thought it would be beneficial to take a look at how TIFs have worked out in cities with roughly similar resources, political cultures, and TIF laws to Bloomington. Chicago, or New York, or a small town with a population of a few thousand might have different advantages or challenges in administering a TIF district than a town of Bloomington’s size in our part of the country.

Overall, there are 33 completed or active TIF districts in the cities in our pool, including nine in Springfield, ten in Peoria, five in Decatur, four in Normal, three in Champaign, one in Urbana, and one in Rock Island. We conducted interviews with the economic development coordinators (or equivalent personnel) in these cities to help us gain a qualitative understanding of what their TIF districts were for, how successful they had been, and so forth. Our quantitative data come from these cities’ annual TIF reports, which the state Comptroller keeps in a publicly

accessible database. For the purposes of this section, we will focus on the quantitative data gleaned from the TIF reports; the qualitative impressions we received from the economic development professionals should be reflected in the rest of the report, and our notes from those conversations will be included in the Action Research Center's growing digital collection of information regarding TIF districts. Also not included in our quantitative analysis are the Decatur TIF districts, as Decatur is not up-to-date on its annual TIF reports. Given that many of the districts in our set are still in active use, we did not want to compare out-of-date Decatur numbers to up-to-date numbers from other cities. Finally, the two most recently formed Springfield TIF districts have not existed long enough for the most recent TIF reports to include them. Thus, 26 TIF districts are represented in the descriptive statistics found in this section.

We should note a few limitations of our data. For one, as mentioned above, our data are deliberately restricted to medium-sized cities within an hour or so of Bloomington. They may therefore may or may not be generalizable outside of that context, but they are not necessarily meant to be. Our small dataset may also be a limitation. Twenty-six TIF districts is certainly enough for a preliminary analysis, but it is possible that expanding our source cities beyond our immediate area would have revealed patterns that we have not captured. Finally, our biggest limitation is that we lack property values from before the TIFs' inceptions and in neighborhoods adjoining those in which our TIF districts are located. Without such info, it is difficult to confidently distinguish trends attributable to TIF usage from trends that would have occurred anyway. We were not sure where to get the property data necessary to overcome this problem, so we contented ourselves with describing the TIF districts using the data we had.

The data

The primary metric we will use to describe TIF performance is cumulative growth (or decline) in Equalized Assessed Value (EAV), a standard measure of property values. This is by no means the only way to measure TIF performance. For one, as we mention elsewhere in the report, TIF districts affect the people who live in or near them in ways that cannot be captured by numbers alone. It is also possible to evaluate TIF districts by other quantitative means—through increment generated, for example. EAV growth is a good way to evaluate TIF performance because it directly measures what TIF districts are supposed to affect—property values. Increment generated—that is, the amount of tax revenue generated above the base level since the start of the TIF—is also useful, but it is impossible to adjust for inflation because we do not have annual reports going back to 1981, the date of the oldest TIF district in our set. For that reason, we decided not to use cumulative increment as an evaluative tool.

In terms of EAV growth, there is substantial variation in outcomes in the twenty-six TIF districts in our pool. Adjusted for inflation, fifteen of the 26 have had positive EAV growth, with growth ranging from -93% to 592% (rounded to the nearest percentage point). The interquartile range, or middle 50%, of EAV growth is -19% to 82%. Combined property values have risen from a base EAV of \$247,317,627 to a current value of \$423,204,271, a 71% increase. The latter number (71%), which represents the mean EAV growth for our TIF districts, is substantially higher than the median value, 19%, because districts with growth levels above the median grew more than districts with growth levels below the median declined.⁶

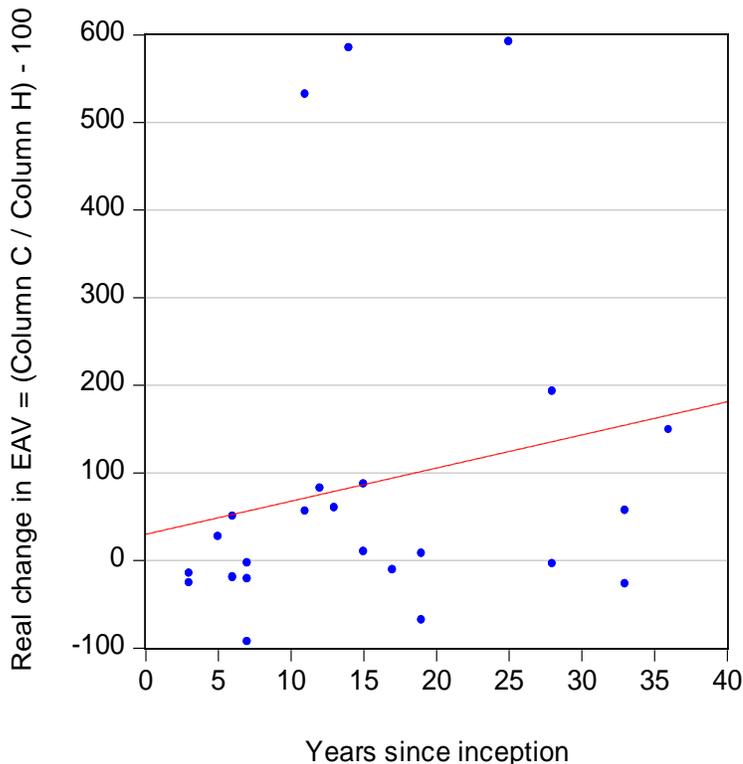
An important thing to keep in mind while interpreting these numbers is that our dataset contains TIF districts of different levels of maturity. Among the districts old enough to be covered in annual reports, the oldest was formed in 1981 and the youngest in 2008. Only six of

⁶ The raw data behind these numbers may be found in the Action Research Center's archive of our work.

the 26 were formed at least 23 years (the standard TIF runtime) before our most recent year of data, 2012. Fully half, 13 districts, were formed fewer than ten years before 2012, and the mean age through 2012 was 12.2 years. In consequence, the EAV growth numbers presented in this report probably understate the typical impact of TIF redevelopment over 23 years. Indeed, in our dataset we see a positive correspondence between years since inception of a TIF district and EAV growth.

The graph (Figure 2) below is a useful visual supplement to this discussion. It displays all of our TIF districts in a scatter plot, with cumulative EAV growth on the y-axis and the number of years since the inception of the TIF on the x-axis. In this arrangement, we both get an idea of the distribution of EAV growth value and see the importance of allowing TIF districts to mature before attempting to draw firm conclusions about their success.

Figure 2. Cumulative EAV growth over time in Central Illinois TIF districts



V. West Bloomington and TIF

One of the most important parts of our internship was becoming acquainted with West Bloomington—the concerns of its residents, what needs to be done to strengthen the neighborhood, and the many individuals and institutions already working to do so.

Since January this year, we have met with numerous leaders in the community. We have received a tour of West Bloomington from Dick Folse, Western Avenue Community Center Board Member, we have worked alongside Matt LaLonde, founder of the Tool Library, WBRP Board member, Cameron Blossom, WBRP Board Member, and Veronica Watson, IWU Intern for the WBHC. We have met with Councilman Scott Black, Valerie Dumser, West Bloomington Revitalization Project (WBRP) Past Board President, Melissa O’Hara, McLean County Planning Commission, and Kristen Sand, Director of Rehabs and Renovation, MidCentral Community Action and Fiscal Agent for the West Bloomington Housing Collaborative.

We have constantly been building relationships, sharing ideas, and receiving feedback from many members of the West Bloomington community. The project has been a group effort, and it has been wonderful receiving support from many different people. Because we have worked closely with many involved members of the community, the objectives of our TIF project are closely aligned with those of the WBRP. The strategies of the WBRP are as follows:

1. Community Greening: give our community a special and unique sense of place by living sustainably and in harmony with nature.
2. Youth: create a nurturing and supportive community environment for all our youth.

3. Safety and Well-being: transform the Westside into a safe, harmonious and healthy community.
4. Economic Development: grow existing businesses, attract new shops and expand workforce development training throughout our Westside community.
5. Housing: provide a broad range of housing types to provide safe, decent and affordable shelter for people of all ages and incomes, particularly society's most vulnerable.
6. Education: create a Westside community where everyone is able to achieve his or her full potential.

As evident in the central Illinois TIF districts studied, implementing a TIF district would be a great way to meet the WBRP's goals.

For example, strategy one, Community Greening, discusses the need to, "plan streetscape improvements along Market St. and Washington St. that address landscaping, lighting, street furniture, parking, bus stops and crosswalks." (1.3 West Bloomington Neighborhood Plan.) The plan also discusses "Reestablishing the Gateway to Downtown," by transforming Market Street into a beautiful urban boulevard with, "a landscaped median, a parkway with trees and improved sidewalks and crosswalks to increase the safety of pedestrians." Even further, strategy 1.6 calls for, "build[ing] new bike paths in the area along Allin, Front and Locust Streets in accordance with the City's bike master plan." All these aspects of Community Greening are possible when TIF money is allocated. TIF money could enlarge our streets, create bike lanes, beautify the street with trees and new sidewalks, and make our neighborhood safe with bright, elegant lights.

When looking at the financial reports of the TIF districts studied, 15 out of the 33 districts were able to allocate funds to Category Five of the Itemized List of All Expenditures

from the Special Tax Allocation Fund provided in the financial reports. The category is described as, “Costs of construction of public works and improvement. Subsection (q)(4) and (o)(5).” Out of the districts able to allocate funds, on average \$918,259 was able to be allocated that year to category five expenditures.

More specifically, Enos Park was able to use its TIF funds to truly transform its sidewalks and streets. For example, the community built 30 blocks of new sidewalks, costing \$850,000, and was also able to create 12 blocks of historic street/sidewalk lighting, which cost \$1,200,000. Enos Park also planted 250 trees, which cost \$250,000, in order to beautify their neighborhood.

Strategy two, Youth, calls for, “create[ing] a nurturing and supportive community environment for all our youth.” An intrinsic part of the goal is making sure education is accessible and successful for all our youth. District 87 would be the school district in the TIF. Because the purpose of the TIF is to increase property value, this will increase property taxes, which will help support District 87 both in short term and long term time frames.

The WBRP’s strategy three, Safety and Well-being, discusses the need to, “utilize design to facilitate surveillance and to reduce crime,” (3.10), and “address safety issues arising after home foreclosures have already occurred.” (3.13). The objectives then discuss that it is necessary to, “Design physical features in such a way as to maximize visibility and promote community interaction..Use landscaping to reinforce areas of private ownership, making violators of that space easily identifiable.” (3.10). The WBRP also discusses home foreclosures stating, “The effects of home foreclosures can be devastating, and in particular safety issues arise due to lack of maintenance and the treat of criminal activity. These issues need to be addressed directly in the wake of home foreclosures so as to prevent the spread of negative effects to the rest of the

neighborhood.” Finally, objective five clearly discusses the need to, “revitalize vacant homes and return them to full occupancy.” (5.4).

In Springfield, IL, Enos Park also faced such issues and solved the problem by acquiring properties in their TIF district and transforming the neighborhood into a more safe community. Enos Park spent two years acquiring, demolishing, renovating, and developing properties. Within those two years, 69 properties were acquired; 36 of the properties were open lots while 33 were properties with structures. Out of the acquired lots, 5 lots were sold for new development and 31 remained open. Thirteen houses were sold for renovation, 4 structures were deconstructed, 7 structures demolished, and 7 houses were put on the market. It is also important to note that in Enos Park, vacant lots acquired were given at no cost to developers or individuals who will commit to building a house in accordance with design standards.

The WBHC already has plans as a result of the Attorney General’s grant to acquire lots in West Bloomington. The plan is that over the next 3 years, the WBHC will acquire 13 homes to rehab and sell. At the same time, Habitat for Humanity will build at least 3 new homes. The WBRP will help with minor repair and rehab to 20 owner-occupied homes. This plan has similarities to the Enos Park plan previously discussed. Yet, the WBHC’s plan would be greatly helped if West Bloomington became a TIF district. Having additional income would greatly help the project progress even further than already planned. For example, even demolishing old homes would greatly increase the safety of the community, and open land could be used to make community gardens, thus fulfilling the Community Greening initiative.

The plan for the WBRP states the need to, “attract new shops and expand workforce development training throughout our Westside community.” (Strategy four, Economic Development). Furthermore, strategy one wishes to, “ensure that high quality, fresh food is

available in the neighborhood.” (1.2). TIF projects are very well known for attracting commerce to the area. A TIF in West Bloomington would help us recruit a full service grocery store. This development would greatly improve the lives of those in the community.

Creating a TIF in West Bloomington is imperative. There are so many possibilities in ways that the TIF money would help improve the community. The neighborhood would be transformed into a safer, more prosperous, and more beautiful place to live. If we do nothing, the situation will not change. West Bloomington will continue to remain exactly the way it is. By creating a TIF district in West Bloomington, we are creating a positive change, rather than letting a depressed area continue to struggle for decades to come.

VI. Success of a TIF in West Bloomington

This research has given us a general blueprint of what would make a Tax Increment Financed (TIF) district in West Bloomington most successful. Firstly, defining success, it is important to view both quantitative and qualitative measures. Several of central Illinois’s TIF managers indicated this, claiming that while increased property values are the ideal end, improvements along the life of the TIF district in infrastructure, crime management, or school performance would be some alternative measures of success. Understanding this, the undertaking and success of a TIF district in West Bloomington cannot be decided only fiscally. Like others in central Illinois, we should continue to observe non-financial variables and assess their impact on the community and the lives of its residents. This section will address first, how do residents of West Bloomington compare to residents of TIF districts elsewhere and how might that influence the success of a West Bloomington TIF district, and subsequently, what characteristics of TIF

districts in central Illinois have led to the most success and can be applied to a TIF district in West Bloomington?

Using American Community Survey and U.S. Census data to calculate TIF neighborhood demographics, we find that West Bloomington is in many regards a step ahead of TIF district populations elsewhere—though still behind the City of Bloomington average in these areas (see Table 2). A median income of \$39,886 places West Bloomington above all but 5 of the 27 TIF areas examined; an owner occupancy rate of just above 60% is surpassed by only 3 of these 27 TIF areas. 65.7% of West Bloomington is in the labor force, approximately the median value of our sample but higher than the mean value, as many other TIF areas have extremely low labor force participation rates. West Bloomington is on the higher end of high school completion rates compared to central Illinois TIF areas, but much lower than most in bachelors' degree completion rates. Additionally, West Bloomington is home to a relatively small foreign-born population but includes a substantial portion of senior citizens, about 7%, close to the average in central Illinois TIF districts. These measures each indicate to some extent that West Bloomington is similar to other TIF neighborhoods in central Illinois. Though they have a higher median income and owner occupancy rate, their labor force participation and educational attainment are close to the average of TIF districts elsewhere. Furthermore, it is critical to keep in mind that while it appears West Bloomington has an advantage relative to TIF districts elsewhere, it is a step behind the City of Bloomington average in income, owner occupancy, labor force participation, and educational attainment. Given the success of TIF districts with similar demographics elsewhere, there is no indication that this population would be better or worse served by a TIF district than other neighborhoods in central Illinois.

Table 2: Demographics of West Bloomington compared to McLean County

	Total Population	65 and over	Foreign Born	High School Graduate or More	Bachelor's Degree or More	In Labor Force	Owner Occupied	Median Household Income
West Bloomington	2,513	6.8%	0.5%	87.2%	9.3%	65.7%	61.4%	\$39,886

	Total Population	65 and over	Foreign Born	High School Graduate or More	Bachelor's Degree or More	In Labor Force	Owner Occupied	Median Household Income
McLean County	169,689	10.4%	5.6%	94.2%	41.8%	69.6%	67.2%	\$61,049

Several factors have been determined to lead to a successful TIF district in other areas of central Illinois and may be applied to West Bloomington. These include: a commercial or mixed (commercial and residential) area, a combination of public and private funded improvement projects, and most importantly strategic and careful management of projects. Examining central Illinois cities similar to Bloomington (namely Champaign, Decatur, Normal, Peoria, Springfield, and Urbana—and in eastern Illinois, Rock Island) we found no active solely residential TIF

districts. That is to say otherwise, every TIF district was either solely commercial or a mix of commercial and residential area. Given this, a residential TIF district in West Bloomington would be a sort of trailblazing endeavor into uncharted territory, per se. However, a mixed TIF district in West Bloomington could be modeled after similar projects in Springfield, Urbana, and other communities, where the areas are primarily residential with commercial elements. A TIF district would likely have to include projects focusing on both residential properties (as many organizations in West Bloomington are currently doing) and the attraction of new commercial facilities. TIF managers elsewhere in Illinois indicated that these commercial parts of mixed TIFs were able to further provide a stable property tax increment in addition to that provided by the residential properties in the area, and that they helped stimulate economic growth in the area by conducting business in local neighborhoods. Moreover, both residential and commercial property owners gained from improvement projects such as infrastructure development and sewer maintenance.

Regarding project investments, experiences vary widely between cities, TIF districts, and the types of projects. Most generally speaking, TIF district investment comes from both public and private sources and some combination of this sort is most likely to give a West Bloomington TIF district the same success as has been had by other neighborhoods. There were examples among our sample of redevelopment projects in commercial TIF districts funded solely by private investment from the businesses in the area. Other projects such as infrastructure redevelopment, common among most mixed TIF districts, were funded almost solely by public investment. There are 16 possible redevelopment project categories including contractual services, redeveloping public or private properties, removing environmental contaminants, and job training. The mix of public and private investment in projects is likely to be dependent on

and determined by the type of project. The first step to take has to be to determine which projects are most necessary and most likely to improve property values and overall well-being in the area. Sources of investment willing to fund those selected projects may be determined thereafter.

This process of determining which projects to undertake and carefully managing them is certainly the most critical element in the success of a TIF district in West Bloomington. TIF district managers in central Illinois, a TIF district lawyer we have consulted with, and the experiences of other cities' TIF districts all indicate that while doing nothing for redevelopment is not useful, there must be a guiding strategy for the TIF district in order for it to be most successful. For example, the Enos Park TIF district in Springfield, Illinois was established in 1997, yet its first redevelopment projects did not occur until years later. Because a TIF district has a maximum life of 23 years unless it is extended, these years are likely gone by with little-to-no increase in property values, thereby undermining the purpose and goal of the TIF district, and its ending success. Now, a decade from the end of the TIF district, Enos Park is considered a much improved neighborhood after substantial streetscaping, infrastructure, and housing improvements. While our research has shown that generally, increases in Equalized Assessed Value (EAV) are seen over the span of many years, it has also shown that mixed TIFs can be managed such that they increase in EAV up to 60+% or such that they decrease in EAV with similar magnitude.

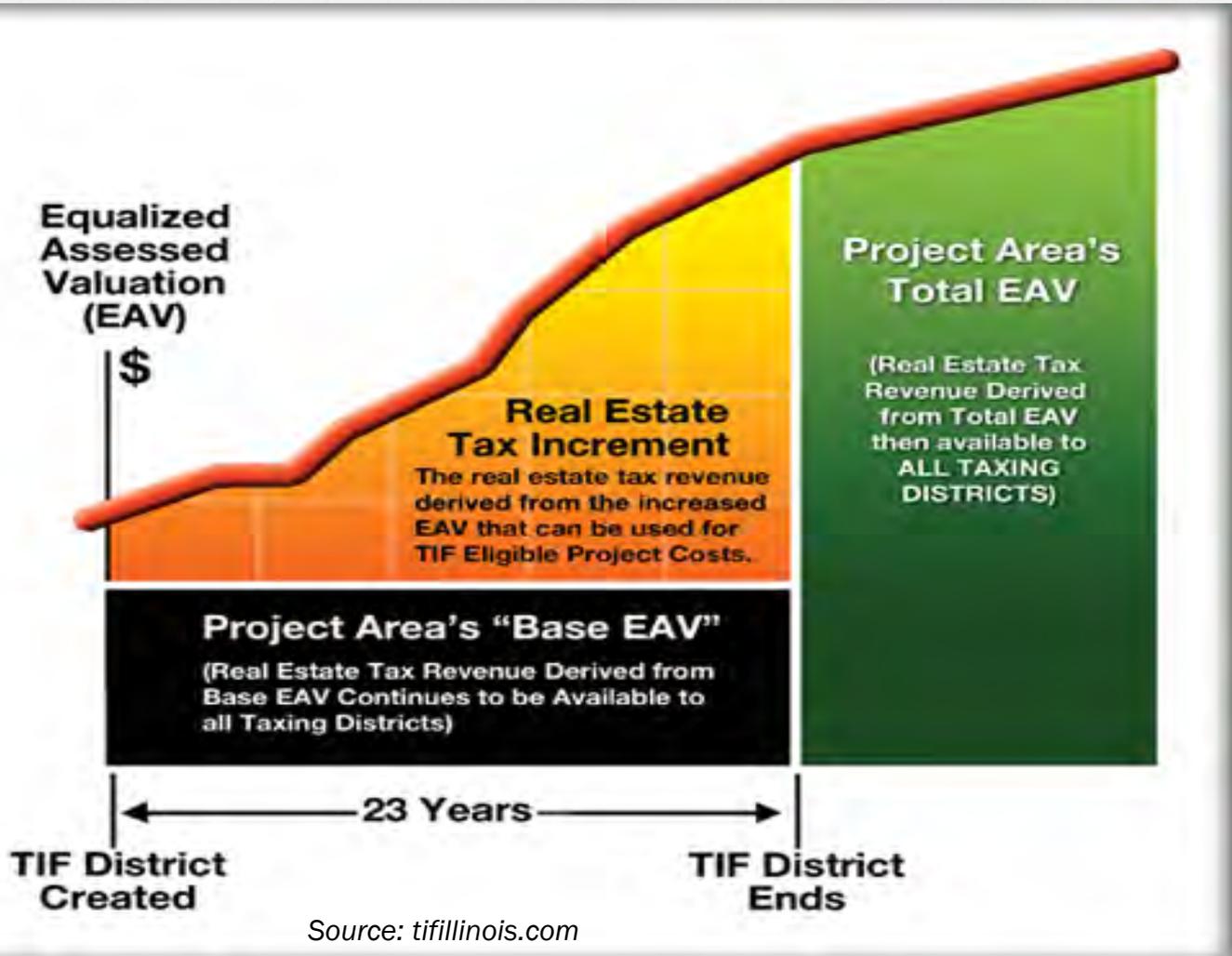
Our semester's conclusions are (more or less) that West Bloomington is equipped demographically for a successful TIF district, but that it should be expected that there is a mix of public and private investment in the neighborhood perhaps depending on the types of redevelopment projects. Most importantly, careful decision-making and management regarding specific projects is necessary and absolutely critical.

Tax Increment Financing in West Bloomington

Presented by Jamal Smith, Jonathan Bates,
Megan Rogers, and Xinlin Xu
Deborah Halperin

Illinois Wesleyan University Action Research Center

Should the City create a West
Bloomington **TIF district** as a
means to stimulate economic
development?



Source: tifillinois.com

TIF in Central Illinois



Central IL TIFs Success stories

- o Fiatallis Plant
(Springfield)
- o Northeast
(Springfield)
- o Downtown
Champaign

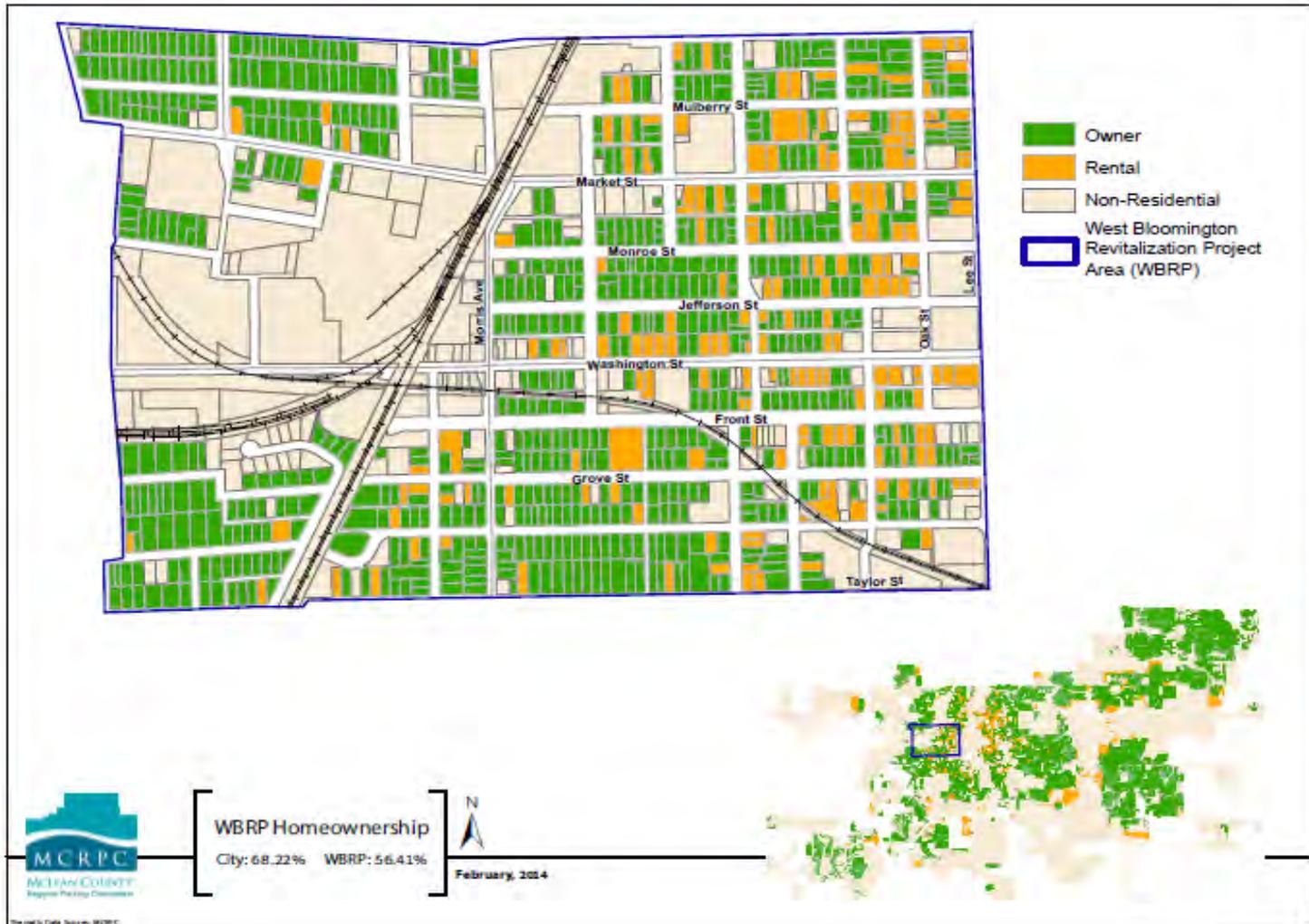


Central IL TIFs cautionary tales

- o Southtown
(Springfield)
- o Downtown
(Springfield)



West Bloomington



Demographic Comparison

	Westside	McLean
o High School	87.20%	94.20%
o BA	9.30%	41.80%
o Labor Force	65.70%	69.60%
o Owner Occupied	61.40%	67.20%
o Household Income	\$39,886	\$61,049

Westside

- o Economic Development
- o Housing
- o Youth
- o Education
- o Greening
- o Safety & Well-Being



WBHC

- o MCCA: 13 homes to rehab and sell
- o Habitat for Humanity: build at least 3 new homes
- o WBRP: minor repair and rehab to 20 owner-occupied homes



Enos Park

- o Springfield, IL
- o 30 blocks of new sidewalks, \$850,000
- o 12 blocks of historic street/sidewalk lighting, \$1,200,000
- o Planted 250 trees, \$250,000



Enos Park

- o 69 properties acquired
 - o 36 open lots, 33 properties with structures
 - o 5 lots sold for new development
 - o 31 remained open
 - o 13 houses sold for renovation
 - o 4 structures deconstructed
 - o 7 structures demolished
 - o 7 houses put on the market



Establishing a Successful TIF in West Bloomington

- o Mix of Commercial & Residential
- o Public & Private investment
- o Target areas



Where do we go from here?

- o Communication with interested parties
 - o Local stakeholders (community groups and the general public)
 - o Overlapping taxing bodies; e.g. District 87



FOR COUNCIL: May 12, 2014

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

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

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

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

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

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

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

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

As approved by the Council, the City applied for and has received approval from the IEPA for the SRLF. The Council will have final loan approval when the bid opening is taken to the Council. At that point, final authorization of the funds will need to be given by the Council and provided to the IEPA for loan authorization.

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

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

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

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

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Project Map
Attachment 2. Capital Improvements Program FY 2015 - 2019

Motion: That this project be conceptually approved for the State Revolving Loan Fund.

Motion: _____ Seconded by: _____

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

Exhibit A



N
 1 inch = 150 feet

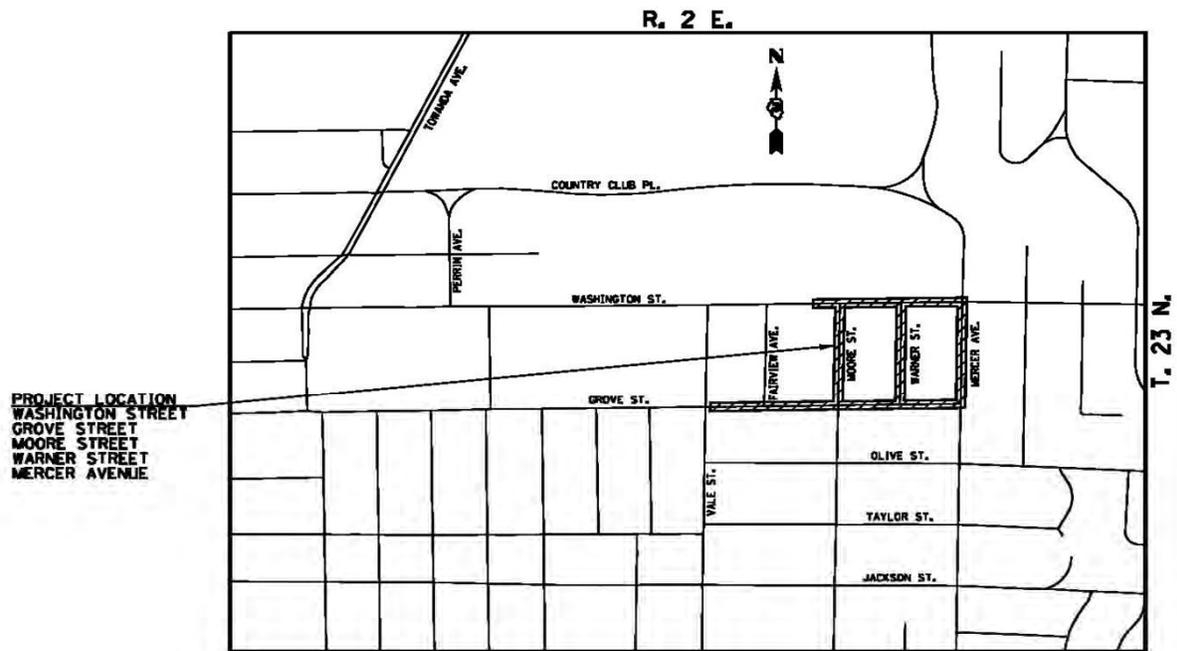
City of Bloomington
Locust Street CSO Elimination and Water Main Phase 2

CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2015 - FY 2019

<i>FUNDING SOURCE(S)</i>	<i>DEPARTMENT</i>		<i>CITY CONTACT PERSON</i>	<i>WARD</i>		
WATER , SANITARY SEWER , STORM WATER	Public Works - Engineering Division		Greg Kallevig	4		
<i>PROJECT TITLE</i>			<i>ACCOUNT NUMBER(S)</i>			
Locust Colton CSO Elim. & W.M. Replace. - Const. Ph. 2			50100110-72530, 51101100-72530, 53103100-72530			
<i>PROJECT DESCRIPTION/JUSTIFICATION</i>						
<p>The Environmental Protection Agency has mandated that Cities pursue programs to eliminate Combined Sewer Overflow (CSO) discharging directly to receiving bodies of water. The City performed an engineering study of the CSO at Locust and Colton Streets, near Bloomington High School, which identified a plan for phased construction of sanitary and storm sewers necessary to eliminate CSO at this location. Phase 1 Construction was completed in August 2013. Phase 2 Design is currently in process. Phase 2 Construction is tentatively scheduled for summer 2014 contingent on IEPA approval of Revolving Loan Funds. Of the work identified in the engineering study, Phase 1 and 2 represent about 35% of the total sewer installation needed to eliminate this CSO. The Phase 2 project includes 1650' of new sanitary sewer, 1100' of new storm sewer, and reconstruction of Moore and Warner Streets. It is also proposed to replace 3700' of old water main in the areas disturbed by sewer construction. Construction progress payments to the contractor will be funded by the City and reimbursed by disbursements from the IEPA Loan. Anticipated terms of loan repayment include 3.0% interest on a 20 year repayment schedule. The first loan payment would be due in Spring of 2016. Loan repayment will be divided between City funds as follows: SWMF & SDF, \$95,000/yr each. WDF, \$60,000/yr. The Planning/Design budget is based on the preliminary estimate of cost from the Locust Colton CSO Phase 2 Design.</p>						
Projected start date:		Projected completion date:		<i>REQUEST TYPE</i>		
DESIGN BID:		DESIGN BID:		<input type="checkbox"/> CONTINUATION <input checked="" type="checkbox"/> REVISION <input type="checkbox"/> NEW		
DESIGN:		DESIGN:				
CONSTRUCTION BID:	06/15/2014	CONSTRUCTION BID:	09/01/2015			
CONSTRUCTION:	08/15/2014	CONSTRUCTION:	2015			
BUDGET BASIS :	90% Design	INITIAL FISCAL YEAR :				
EXPENSES	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
PLANNING / DESIGN	\$0	\$0	\$0	\$0	\$0	\$0
LAND	\$0	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$3,400,000	\$0	\$0	\$0	\$0	\$3,400,000
EQUIPMENT / FURNISHINGS	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$3,400,000	\$0	\$0	\$0	\$0	\$3,400,000
REVENUES	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
GENERAL FUND	\$0	\$0	\$0	\$0	\$0	\$0
MOTOR FUEL TAX	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL IMPROVEMENT	\$0	\$0	\$0	\$0	\$0	\$0
WATER	\$1,400,000	\$0	\$0	\$0	\$0	\$1,400,000
SANITARY SEWER	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
STORM WATER	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
BONDS	\$0	\$0	\$0	\$0	\$0	\$0
GRANTS / OTHER	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$3,400,000	\$0	\$0	\$0	\$0	\$3,400,000
OPERATING	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
PERSONNEL	\$0	\$0	\$0	\$0	\$0	\$0
MAINT./OPERATIONS	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATING COST	\$0	\$0	\$0	\$0	\$0	09/10/2012
(OPERATING REVENUES)	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2015 - FY 2019

<i>FUNDING SOURCE(S)</i>	<i>DEPARTMENT</i>	<i>CITY CONTACT PERSON</i>	<i>WARD</i>
WATER , SANITARY SEWER , STORM WATER	Public Works - Engineering Division	Greg Kallevig	4
<i>PROJECT TITLE</i>		<i>ACCOUNT NUMBER(S)</i>	
Locust Colton CSO Elim. & W.M. Replace. - Const. Ph. 2		50100110-72530, 51101100-72530, 53103100-72530	



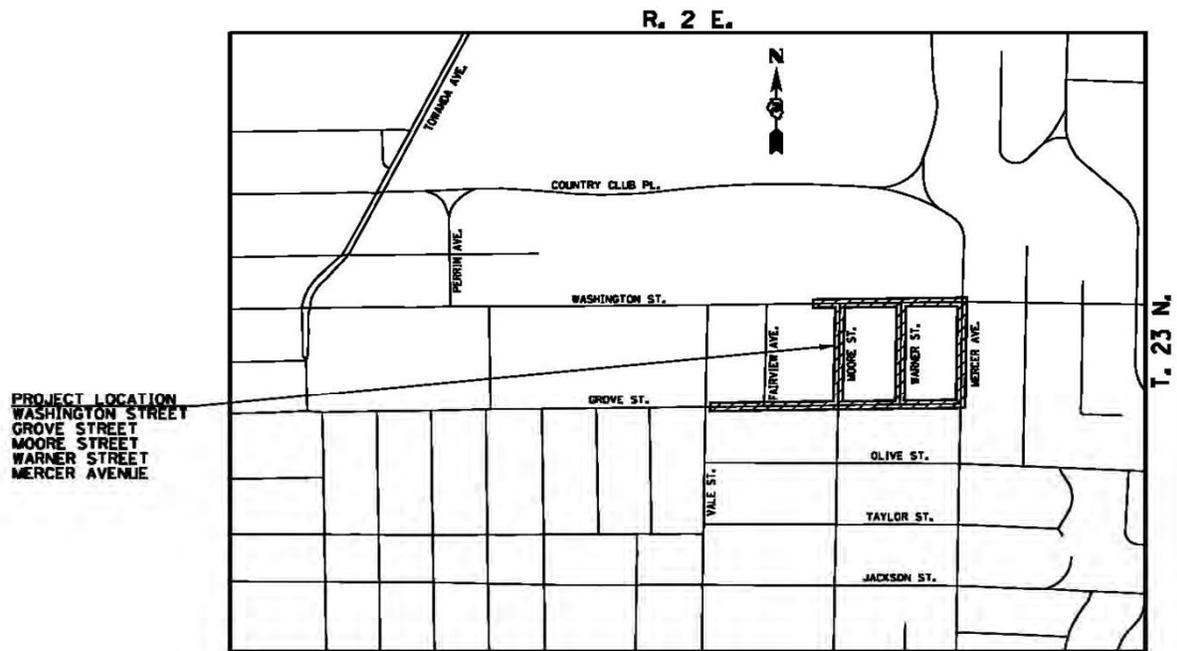
LOCATION MAP
 0' 500' 1000'
 SCALE 1" = 500'

CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2015 - FY 2019

<i>FUNDING SOURCE(S)</i>	<i>DEPARTMENT</i>	<i>CITY CONTACT PERSON</i>	<i>WARD</i>			
WATER , SANITARY SEWER	Public Works - Engineering Division	Greg Kallevig	4			
<i>PROJECT TITLE</i>		<i>ACCOUNT NUMBER(S)</i>				
Locust Colton CSO Elim. Phase 2, non-Loan Eligible Expenses		50100110-72530, 51101100-72530				
<i>PROJECT DESCRIPTION/JUSTIFICATION</i>						
<p>The City intends to secure a low interest loan from the Illinois Environmental Protection Agency (IEPA) to construct Phase 2 of the Locust Colton CSO Elimination and Water Main Replacement Project. However, IEPA loan proceeds may not be eligible for use on all construction items, such as reconnections of some private sewer services, payments made for some types of landscape restoration, and other ineligible contingencies that may arise.</p>						
Projected start date:		Projected completion date:				
DESIGN BID:		DESIGN BID:				
DESIGN:		DESIGN:				
CONSTRUCTION BID:		CONSTRUCTION BID:				
CONSTRUCTION:		CONSTRUCTION:				
BUDGET BASIS :	Other Study or Report	INITIAL FISCAL YEAR :	2015			
		<input type="checkbox"/> CONTINUATION <input type="checkbox"/> REVISION <input checked="" type="checkbox"/> NEW				
EXPENSES	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
PLANNING / DESIGN	\$0	\$0	\$0	\$0	\$0	\$0
LAND	\$0	\$0	\$0	\$0	\$0	\$0
CONSTRUCTION	\$30,000	\$0	\$0	\$0	\$0	\$30,000
EQUIPMENT / FURNISHINGS	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$30,000	\$0	\$0	\$0	\$0	\$30,000
REVENUES	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
GENERAL FUND	\$0	\$0	\$0	\$0	\$0	\$0
MOTOR FUEL TAX	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL IMPROVEMENT	\$0	\$0	\$0	\$0	\$0	\$0
WATER	\$15,000	\$0	\$0	\$0	\$0	\$15,000
SANITARY SEWER	\$15,000	\$0	\$0	\$0	\$0	\$15,000
STORM WATER	\$0	\$0	\$0	\$0	\$0	\$0
BONDS	\$0	\$0	\$0	\$0	\$0	\$0
GRANTS / OTHER	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$30,000	\$0	\$0	\$0	\$0	\$30,000
OPERATING	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	TOTAL
PERSONNEL	\$0	\$0	\$0	\$0	\$0	\$0
MAINT./OPERATIONS	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATING COST	\$0	\$0	\$0	\$0	\$0	09/10/2012
(OPERATING REVENUES)	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF BLOOMINGTON
CAPITAL IMPROVEMENTS PROGRAM FY 2015 - FY 2019

<i>FUNDING SOURCE(S)</i>	<i>DEPARTMENT</i>	<i>CITY CONTACT PERSON</i>	<i>WARD</i>
WATER , SANITARY SEWER	Public Works - Engineering Division	Greg Kallevig	4
<i>PROJECT TITLE</i>		<i>ACCOUNT NUMBER(S)</i>	
Locust Colton CSO Elim. Phase 2, non-Loan Eligible Expenses		50100110-72530, 51101100-72530	



LOCATION MAP
0' 500' 1000'
SCALE: 1" = 500'