

**CITY OF BLOOMINGTON**  
**COUNCIL MEETING AGENDA**  
**109 E. OLIVE**  
**MONDAY, OCTOBER 14, 2013 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**
- 6. Recognition/Appointments**
  - A. Oath of Office for Police Chief Brendan Heffner (*5 minutes*)**
  - B. Moving Forward Youth At Risk Program - Summary and Presentation by Pastor Rayford (*5 minutes*)**
  - C. Introduction of Various Appointments and Reappointments**
- 7. “Consent Agenda”**
  - A. Council Proceedings of September 23, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of September 23, 2013 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. Various Appointments and Reappointments. (Recommend that the Appointment and Reappointments be approved.)**
    - i. Building Board of Review Appointments - John Weber (Electric Member), Michael Raikes (Electric Member), Larry Stevig (Design Pro Member), John Meek (Engineer Member), Edwin Neaves (Member At Large), Barbara Page (HVAC Member), Jeremy Dodson (HVAC Member)**

- ii. **Planning Commission Appointment - Christopher Cornell**
  - iii. **Historic Preservation Commission Appointment - Julian Westerhout**
  - iv. **Historic Preservation Commission Reappointments - John Elterich, Jeffrey Kennedy**
  - v. **Cultural District Commission Appointment - Neeraj Joshi**
- D. Waive the formal bidding process and authorize the Water Department to purchase the specialty water treatment chemical, polymer, from Brenntag Mid-South, Inc. for the year starting October 1, 2013. (Recommend that the Council approve waiving the formal bidding process for the specialty water treatment chemical, polymer and purchase this chemical from Brenntag Mid-South, Inc. the supplier at the quoted price for the year of \$.652 per pound for cationic polymer and \$1.25 per pound for anionic polymer.)**
- E. Waive the formal bidding process and authorize the Water Department to purchase the water treatment chemical, polymer, from Mississippi Lime, Inc. for two years starting October 1, 2013. (Recommend That the Council approve waiving the formal bidding process for the water treatment chemical, lime and purchase this chemical from Mississippi Lime, Inc., at the quoted price for the first year of \$172.40 per ton and in the second year of the agreement at \$179.80 per ton.)**
- F. Request to Approve Purchase of Two (2) Forensic Analysis Work Stations, Three (3) Forensic Air-Lite VII i7Laptops and Computer Peripherals for the Police Department Cyber Crimes Unit. (Recommend that the purchase of two (2) Forensic Analysis Work Stations, three (3) Forensic Air-Lite VII i7Laptops and Computer Peripherals for the Police Cyber Crimes Unit be approved in the amount of \$51,166, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- G. Project Acceptance and Contract Amendment with Stark Excavating for Morris Ave. Reconstruction: Six Points Rd. to Fox Hill Apartments. (Recommend that the completed project be accepted, a contract amendment be executed in the amount of \$10,450.13 and final payment be approved.)**
- H. Amendment to the 2011 Contract with Calgon Carbon Corporation for a 36 month lease of Calgon Filtrasorb 300 Granular Activated Carbon (GAC) for use in the filters at the Water Treatment Facility. (Recommend That Council approve an amendment to the 2011 contract with Calgon Carbon Corporation for the leasing of Calgon Filtrasorb 300 Granular Activated Carbon at a cost of \$14,751 per month for 36 months, the same cost as the 2011 amended contract price.)**
- I. Change Order of \$1,042.79 in a Professional Services Agreement with Hanson Professional Services, Inc. (Recommend That the Change Order of**

**\$1,042.79 be approved for work done by Hanson Professional Services, Inc. during the inspection of the Evergreen Lake Reservoir spillway and bridge.)**

- J. Solid Waste Program Agreement with the Ecology Action Center. (Recommend that the Solid Waste Program Agreement with the EAC be approved, in the amount of \$140,336.55 over three years, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
  - K. Bike Path Initial Phase and Contracting for a Bicycle Plan. (Recommend that City staff be authorized to erect signage and paint lane markings along Front Street from Downtown to the Constitution Trail for shared bike lanes and designated bike lanes and along the Prairie Street/Park Street Corridor from Downtown to Illinois Wesleyan University (IWU) for shared bike lanes, that the attached Resolution be adopted and Staff be authorized to enter into an agreement with the League of Illinois Cyclists for preparation and production of a “Bicycle Plan-Basic” in an amount not to exceed \$11,750.)**
  - L. Application of Saheli 1810 Corp. d/b/a Bloomington Citgo, located at 1810 S. Morris Ave. requesting a GPBS liquor license, which would allow the sale of packaged beer and wine only for consumption off premises seven (7) days a week. (Recommend that a GPBS liquor license for Saheli 1810 Corp. d/b/a Bloomington Citgo, located at 1810 S. Morris Ave. be created, contingent upon compliance with all applicable health and safety codes.)**
  - M. Application of Parkway Partners, LLC d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd. requesting a RAS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (Recommend that a RAS liquor license for Parkway Partners, LLC d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd. be created, contingent upon compliance with all applicable health and safety codes.)**
  - N. Petition submitted by Illinois Wesleyan University (IWU) requesting the Vacation of the Titan Dr. right of way west of Fell Ave. and the adjacent north-south alley right of way lying north of the easterly extension of the centerline of the vacated east-west alley in Block 6 in the Phoenix Addition. (Recommend that the Vacation be approved and the Ordinance passed.)**
  - O. Rescind Final Plat for Airport Park Subdivision, 14<sup>th</sup> Addition. (Recommend that the Final Plat and Ordinance No. 2009-79 be rescinded.)**
- 8. “Regular Agenda”**
- A. Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing road and sewer improvements in and for said City and providing for the levy and collection of a direct annual tax sufficient for**

the payment of the principal of and interest on said bonds. (Recommend that the Ordinance be passed.) *(15 minutes)*

- B. Ordinance providing for the issuance of not to exceed \$8,500,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds. (Recommend that the Ordinance be passed.) *(5 minutes)*
- C. Ordinance approving a Fourth Amendment to Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Fourth Amendment to Lease Agreement. (Recommend that the Ordinance be passed.) *(5 minutes)*
- D. Employee Health, Dental and Vision Self-Insured Benefit Plans and the Affordable Care Act Presentation by Phil Sauder. (Presentation only.) *(15 minutes)*
- E. Employee Health Insurance. (Recommend that all four Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) *(5 minutes)*
  - i. Client Agreement with Blue Cross/Blue Shield of Illinois (Blue Cross) for Third Party Administrator (TPA) Services and Individual Stop Loss (ISL) Insurance for the Employee and Retiree Preferred Provider Organization (PPO) Health Plans
  - ii. Client Agreement with Health Alliance Medical Plans (HAMP) for Employee and Retiree Health Maintenance Organization (HMO) Plan Option
  - iii. Client Agreement with Blue Cross for TPA Services for the Employee and Retiree Dental Plan
- F. Petition submitted by Eric Trujillo Requesting Approval of a Special Use Permit for Expansion of a Nonconforming Restaurant and Bar for Property Located at 903 W. Wood St. (Recommendations: the Zoning Board of Appeals (ZBA) recommends that the Special Use Permit be approved and the Ordinance passed. City staff is recommending that the Petition be denied.) *(10 minutes)*
- G. Sanitary Sewer Fund Budget Amendment – Sanitary Sewer Trunk Line Project for The Grove on Kickapoo Creek Subdivision Fifth Addition. (Recommend that the Council adopt the proposed budget amendment to the

**FY2014 budget for the reallocation of funds within the Sanitary Sewer Fund for \$1,000,000 for the oversizing be approved.) (10 minutes)**

- H. Petition from Eastlake, LLC, requesting Annexation and Rezoning of a 18.91 Acre Tract to be known as The Grove on Kickapoo Creek Subdivision, Fifth Addition, commonly located north of Ireland Grove Rd. and west of Township Rd. 2100 East. (Recommend that the petition for Annexation and Rezoning be approved and the Ordinance passed.) (5 minutes)**
- I. Petition from Eastlake, LLC, requesting Approval of a Final Plat for The Grove on Kickapoo Creek Subdivision, Fifth Addition, commonly located north of Ireland Grove Rd. and west of Township Rd. 2100 East. (Recommend that the Petition be approved and the Ordinance passed.) (5 minutes)**
- J. Text Amendment to Chapter 45, Section 900. Rental Inspection Program, creating a new inspection rotation and registration fee structure. (Recommend that the Text Amendment be approved and the Ordinance passed.) (15 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: October 14, 2013

**SUBJECT:** Moving Forward Youth At Risk Program – Summary and Presentation by Pastor Rayford

**RECOMMENDATION/MOTION:** None.

**STRATEGIC PLAN LINK:** Goal 3. Strong Neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3a. Residents feeling safe in their homes and neighborhoods. Objective 3e. Strong partnership with residents and neighborhood associations.

**BACKGROUND:** On April 30, 2013, several African-American Ministers in the community met with City staff to discuss building a different approach to youth activity on the west side of the community, in conjunction with the City. The African-American Ministers have been discussing the possibility of moving the YMCA out of the Downtown area, the uncertain financial future of the Boys and Girls Club and the increased number of police calls for unruly youth in the Westside area.

The first meeting was held on April 30, 2013 at Mt. Moriah Christian Church in Downtown Bloomington to brainstorm and explore alternative programming for youth this summer.

Churches and Organizations that were represented at the April 30, 2013 meeting:

- Alderwoman Karen Schmidt, Bloomington Police Officers, Bloomington Parks & Recreation
- Mt. Moriah, Mt. Pisgah and City of Refuge Churches
- Jesus Coffee House
- Project Oz

On May 14, 2013 another meeting was held with the African American Ministers where a proposal for a Summer Program for “at risk” youth was presented. The proposal outlined focused on youth ages 12-17 that live within the corporate limits of the City of Bloomington.

On May 28 the Council Approved City funding for this program.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** African-American Ministers in the community; State Farm Insurance; West Bloomington Redevelopment Program (WBRP), Bloomington Police, Bloomington Parks, Recreation and Cultural Arts, and the United Way of McLean County.

**FINANCIAL IMPACT:** The FY 2014 General Fund Budget appropriated \$50,000 for Contingency in line item 10019110-79990. Staff proposed to use \$21,303.96 in Contingency Funds to fund this program. Stakeholders may locate the budget for this line item in the FY 2014 General Fund Budget book titled “Budget Overview & General Fund” on page 364.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Division Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Program Agreement  
Attachment 2. Program Summary by Nick Sanchez – 9/26/2013  
Attachment 2. Program Report by Nick Sanchez – 9/30/2013  
Attachment 3. Program Summary by Jack McQueen – 10/1/2013

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
AND  
FAMILY COMMUNITY RESOURCE CENTER  
FOR  
MOVING FORWARD PROGRAM**

THIS AGREEMENT, entered this 12th day of June, 2013 by and between the CITY OF BLOOMINGTON (herein called the "Grantee") and FAMILY COMMUNITY RESOURCE CENTER (herein called the "Subrecipient").

WHEREAS, the [Grantee] has agreed to provide City of Bloomington Contingency Funds for the purpose of providing a grant for above said program; and

WHEREAS, the [Grantee] wishes to engage the Subrecipient to assist the [Grantee] in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering the **MOVING FORWARD PROGRAM** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities:

Program Delivery

**Administer a summer program (June 3 – August 30, 2013) for youth that are at risk of offending or are already in the juvenile system. The summer camp will be held at Mount Moriah Christian Church and Mt. Pisgah Baptist Church.**

General Administration

**City funds provided are to be allocated for program administration costs: Staff salaries / benefits; postage; screening fees; food; fuel for van transportation of youth; kick off event / awards recognition; parent / guardian orientation.**

**Local non-profit, Family Community Resource Center will serve as the fiscal agent for the program. Expenditure detail is to be provided on a monthly basis.**

B. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity / Total Units Served:

**Serve up to 30 youth (ages 12-17), by providing developmental activities to improve parents' family management and communication skills. The camp will take place Monday–Friday, Noon–8:00 p.m. throughout the 12 week summer program. Local law enforcement will assist in family referrals to the program.**

**Provide monthly and program end reporting on participants served. Including age, address, race and household income. (HUD income guidelines have been attached to this agreement.)**

C. Staffing

**1 Full Time Staff (Nick Sanchez, Program Director)  
3 Part Time Staff**

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **3rd day of June, 2013** and end on the **30th day of August, 2013**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of City funds.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **\$21,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph I.B herein and in accordance with performance. **Three equal payouts in the amount of \$7,000.00 will be made each month, commencing in June and ending in August.**

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

**Grantee**

Sharon Walker, Division Mgr.  
City of Bloomington, PACE Dept.  
P.O. Box 3157  
Bloomington, IL 61702-3157  
309-434-2342

**Subrecipient**

Rev. Frank L. McSwain, Sr., CEO  
Family Community Resource Ctr.  
509 W. Washington Street  
Bloomington, IL 61701  
309-821-1616  
Federal I.D. #90-0187334

V. **GENERAL CONDITIONS**

A. **Independent Contractor**

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation as the Subrecipient is an independent Subrecipient.

B. **Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

C. **Insurance & Bonding**

The Subrecipient shall provide sufficient insurance coverage to protect staff and youth while in attendance during program activities.

D. **Amendments**

Grantee or subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

E. **Suspension or Termination**

Either party may terminate this contract at any time by giving written notice to the other part of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph 1.A above may only be undertaken with the prior approval Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by

Subrecipient under this agreement shall, at the option of the Grantee, become the property of the City, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if (subrecipient) materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

## VI. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to adhere to the accounting principles and procedures that utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. **Records providing a full description of each activity undertaken;**
- b. **Records required to determine the eligibility of activities;**
- c. **Records required to provide monthly expenditure reporting;**
- d. **Records required to provide monthly and annual reporting on participant demographics**

#### 2. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race / ethnicity or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

3. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the (Grantee's) or Subrecipient's responsibilities with respect to services provided under this contract is prohibited, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-Outs

Subrecipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, return of all unspent cash advances, and provision of final program reporting. **The subrecipient is required to establish a meeting with the Grantee to review final program accomplishments and written reports, on or before September 30, 2013.**

5. Audits & Inspections

All Subrecipient records with respect for any matters covered by this agreement shall be made available to the Grantee, grantor agency, their designees, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits.

C. Reporting and Payment Procedures

1. Budgets

The Subrecipient will submit a detailed contract budget of a form and content prescribed by the city for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incorrect by the Grantee on behalf of the Subrecipient.

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. **Submit Monthly Expenditure Detail Reports and Monthly Participant Demographics, in writing – both due the last day of each month.**

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Right

1. Compliance

The Subrecipient agrees to comply with Chapter 22.2 of the Bloomington City Code and the Illinois Human Rights Act, 775 ILCS 5/1-101 et.seq. and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that is shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and fe-

male business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, or its agent for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health and safety.

3. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Subrecipient further covenants that in the performance of this contract no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee.

4. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

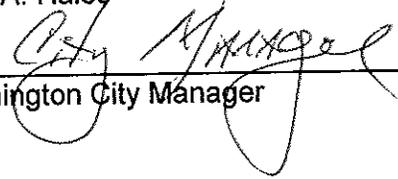
d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**Grantee:**  
By:   
David A. Hales  
Title:   
Bloomington City Manager

**Subrecipient:**  
By:   
Rev. Frank L. McSwain, Sr.  
Title: President / CEO  
CEO, Family Community Resource Ctr.  
By:   
Nick Sanchez  
Title: Program Director  
Program Director

Moving Forward Final Report September 26, 2013  
Nick Sanchez  
Program Report  
Family Community Resource Center

1. Measurements / analysis of the program:

Answer:

21 teens from the program said they would continue this program if it was still being offered. No further crimes were committed by the 18 youth who attended 95% of the sessions offered.

2. Follow up report from the information you shared the end of July; i.e. number of kids at the start and at the end - did all 18 complete the program?

ANSWER:

The Moving Forward program had 22 registered participants and an average daily attendance of 18 participants. All 18 program participants completed the program and attended at least 95% of the sessions over the 3 months of operation.

3. Discuss why it was decided to stick with 18 participants vs. 30 that were originally proposed.

ANSWER:

I made the decision to stop at 22 registered participants because of safety concerns. Having 22 youth with serious behavioral concerns was overwhelming at times and if we would have added an additional 8 teens I feared losing control of the group in more relaxed and less structured environments, for example walking to and from community service projects or sitting quietly and respectfully as a speaker addressed the group. Having 30 teens at one time in one place with only 4 program staff was a recipe for disaster.

4. Any measurement information from the Casey Life Skills tool?

ANSWER:

Each participant completed the Casey Life Skills assessment online. This assessment is a free, online youth-centered tool that assesses life skills youth need for their well-being, confidence and safety as they navigate high school, postsecondary education, employment and other life milestones.

The assessment was a measure of youth confidence in their future and their permanent connections to caring adults. Designed to be as free as possible from gender, ethnic and cultural biases. Appropriate for all youth **ages 14 to 21 regardless** of living circumstances (i.e., in foster care, with bio-parents, in group homes or other places). Comprehensive with 113 assessment items categorized within eight areas for skills, knowledge and awareness.

When reviewing the assessments of the youth in the Moving Forward Program, one trend showed clearly from a majority of the participants, under the permanency section 80% of the participants believe there is NOT at least one adult that they have regular contact with, other than my case manager or other professional, who lives in stable and safe housing.

As you read through the assessments of the youth it is evident that they were concerned about not having a permanent and safe home to return to each night. After discussing this concern further with the youth they explained how they are told to go and live with different relatives or friends when housing becomes unstable due to an eviction, relationships gone sour between their mother's and significant others or moving in and out of the State of Illinois.

What a child or teen happens to observe, sense, and experience in the home, at a tender age, remains stuck in his mind. Deep and indelible impressions are formed, and eventually, these impressions influence the child's perception of things as well as his future actions. In essence, the

development and growth of a child into a person worthy of emulation is as good as the quality of his home life – Why a stable home life is important for Children, Rhonda Manalastas  
www.helium.com.

5. Listing of all the activities for the 10-12 weeks.

ANSWER:

Please refer to the program calendar created for specific activities and speakers planned and prepared for the program.

6. Talk about the integration of the youth's family / parents in the program.

ANSWER:

Only two of the participants had both parents living under the same roof. The other participants either lived with a grandparent, foster care or an aunt. Once we discovered this trend it was difficult to get the parents and guardians involved on a weekly basis or at all. One participant currently has both parents incarcerated while other have had a parent they have never met because they were either murdered from gang violence or the parent was not to be found after the birth of the child.

The original goal was to meet weekly with the parents of the youth to explain and review progress in the program. Each meeting would be designed to discuss what behavioral management techniques were working and or not working. In addition to not having parents available to meet, transportation was a very large issue. Most parents or guardians had no way to arrive to our program site unless we picked them up.

Parents and guardians were kept informed over the phone and in person when they had transportation to arrive at our site. Parents and guardians were also spoken to about the program through parent letters and in person after the youth was dropped off, when needed.

7. Was there a graduation ceremony?

ANSWER:

There was no official graduation ceremony, a culminating event was held to bring closure to the program. We had dinner together, we went over the 10 weeks of the program and what they learned through out our time together. My recommendation is to have kickoff event for the next class referred to the Moving Forward program where we can include a graduation celebration for the past class in front of the new participants, which would hopefully motivate them to complete the program.

8. Were there any outreach activities / communication between participants / families and BPD, county services and other intervention services?

ANSWER:

BPD was a speaker over the summer, and they came to play a basketball game on two different occasions versus the teens in the program. They also purchased and brought ice cream for the participants and sat and debriefed with the group the following day.

9. Any measurable reduction in criminal activity in this age group?

ANSWER:

Only 2 participants were arrested over the 3 months we had the group in our program. Both teens were arrested because they missed court dates from previous crimes committed. No other arrests were made on our youth in the program.

10. Did you have the opportunity to meet with anyone from the Reconciliation Institute?

ANSWER:

I never had the opportunity to meet or speak with the reconciliation institute. I am not sure where this opportunity is with regards to meeting or speaking with them to discuss this program. Last I heard State Farm employees who knew individuals from the Reconciliation Institute were to get us in contact with them.

11. Your reflection on the program - successes, things that you would have done differently - what worked and what didn't work??

ANSWER:

Overall the program was a huge success when you consider the several personal issues like untreated trauma, unstable home life and lack of adult supervision each one of our participants was dealing with during the program. With each week the program staff noticed improved behavior and improved responsibility. In the beginning the youth were not ready to be picked up, could not be found at times and at times it turned in to a cat and mouse game. By week 4 the youth were outside their residence waiting patiently and prepared to attend the program.

Behavior in the van to and from the program was not the best at times but it would be expected that teens with behavioral issues not be perfect all day all the time.

What worked? The idea of integrating community service projects with daily activities was one idea I would continue to offer. Having transportation to and from the youth's residences is a must, it helped ensure communication between the parents, youth and the program. Having FCRC as a fiscal agent worked well, it was great working with Rev. McSwain and Belinda. Also, the staff from the Alternative Attractive were amazing! They bent over backwards for us and the youth and times sacrificed what they had planned to accommodate our youth and program. Rev. Rayford was there for us for support and guidance and we felt quite blessed to have him and his team working hand in hand with us.

What did not work?

I would not hold the program at the Alternative Attractive in the future, it was too busy and we could not use the gym and pool and computer room and other rooms when needed. Having our designated space would be so much better for the program run much more smoothly. I also would have asked for at least \$40,000 to run a program like this over the summer. Not having the adequate amount of funds for this program really limited the program to one site, which turned quite boring for the youth by week 9 and 10. A 10-12 week program worked well, I would keep the next program at the same time frame and length.

12. Plans for the future?

The idea of pulling teens off the street who have a history of breaking the law and structuring their lives for 10-12 weeks works. If I had the funding or the support to raise the funding for the program I would do this job until I could not do it anymore. I would love to offer this program again ASAP and offer it to new group of teens every 10-12 weeks in a class like setting with at least 6 staff specializing in after school programming and classroom management.



## **Moving Forward Summer Youth Program Final Review 9-30-13:**

Summary based upon information submitted by Program Director, Nick Sanchez and Family and Community Resource Center's Belinda Kennedy. Past Practices and Recommendations by Bloomington Police Department's Crime Analyst, Jack McQueen.

### **Background:**

On May 28, 2013, City Council approved funding for the pilot summer youth program which became known as "Moving Forward". This was the result of several west side ministers coming together to explore alternative programming for "at risk youth" during the summer months. The City agreed to expend \$21,000 from FY2014 City General Fund's, Contingency line item, for program administration expenses. The program began June 17, 2013 and continued through August, 2013.

The program proposed to serve 30 youth ages 12-17, which were juvenile offenders; and place them in a supervised, structured program. The intermediate goal was to improve parents' family management and communication skills. The long term goal was to eliminate their drug experimentation and criminal activity.

The majority of program activities were held at Mt. Moriah Christian Church (*Alternative Attractive*). Mt. Pisgah's non-profit agency, Family & Community Resource Center served as the fiscal agent for the program.

The City prepared and required a signed agreement between Moving Forward, Program Director, Nick Sanchez and Fiscal Agent, Family & Community Resource Center. The terms of the agreement were met with general compliance. While some information required was provided in a timely fashion; some documentation took multiple requests before it was received. As with many new programs, it takes time to work out the details.



**Financial Review:**

Revenues: \$21,000 City of Bloomington

\$5,500 Donations

\$1,726.45 Contribution from Family & Community Resource Ctr.

**TOTAL: \$28,226.45**

Expenditures: Salaries / benefits for 5 staff: **\$23,531.65**

Program supplies and activities: **\$4,694.80**

**TOTAL: \$28,226.45**

**Demographics - of the 17 participants as of the July 2013 review:**

15 - reside in the 61704 area - East of Veterans Parkway

2 - reside in Central or West side of the Bloomington

11 – Living with a Single Parent or Guardian

1 – in Foster Care

1 – Homeless

4 – in Two Parent Households

- Race: 15 African American  
2 White
- Income: 15 qualify as Extremely Low Income  
2 that are Low-Moderate Income or higher
- Sex: 10 Male  
7 Female



**Program Review Submitted by Program Director Nick Sanchez:**

See Attached – City staff submitted questions to be answered by Nick.

**Bloomington Police Department's Crime Analyst, Jack McQueen's Review and Recommendations of At Risk Youth Programs:**

See Attached



# Bloomington Police Department

## *Crime and Intelligence Analysis Unit (CIAU)*

To: City Manager David Hales  
From: Jack McQueen  
Date of Information: 10/01/2013  
Subject: Overview of At Risk Youth Programs and the COB

The following summary was compiled to better understand past COB funding for youth diversion projects. Before proceeding, it is very important to understand that all previously funded programs focused on youth involved in, or at risk to be involved in, gang activity, a leading cause of seasonal crime spikes. You should also be aware that the majority of the current gang research and youth programming across the United States do not contain components that are new to local agencies. Most of the current programming used locally was previously tested or tried in our community though-out the 1990s using federal funding.

### **Local program history involving COB funding:**

- **1995 - 2000**

During this time, the Police Department worked with Youth Impact (now the Juvenile Justice Council) to apply for and receive program money from the U.S. Office of Juvenile Justice Delinquency Programs. The money was granted under direction of the Comprehensive Approach to Gang Violence Reduction model. At the time, this five city grant study was the single largest gang research project in the United States. Youth Impact's board ran the program and the Police Department and Project Oz were the primary operating agencies. Total federal funding over these years was \$1,700,000. This funding was disbursed across multiple agencies. Program highlights included:

- Monthly program oversight and direction conducted by liaisons in police, schools, and social service.
- The program was guided by local research and program referrals were centralized each month by a working group. Program data was collected and analyzed locally at ISU and nationally by UIC Chicago by Dr. Irvin Spergel.
- A local gang assessment was undertaken and all data from the assessment drove the selection of the target clients and needs of the program.
- As a result, programs were created that included; tattoo removals, street level mentoring, creation of a local vocational center (Scoop Dreams), educational tutoring, job skills and job placement programs, life skills courses, court ordered probation support, creation of the Regional Alternative School, creation of the first Big Brothers / Big Sisters local chapter, pre-release prison programs, anger management counseling and the creation of a school based-outreach program.
- Federal funding ceased but some of the programs have continued.

- **2002 - 2004**

During this time frame, the Youth Impact programs continued using the OJJDP project model but were now funded entirely by local governments.



# Bloomington Police Department

## *Crime and Intelligence Analysis Unit (CIAU)*

- Remaining programs were run by Project Oz and overseen by a multi-agency oversight committee.
- This COB funded program was moved out of Project Oz and replacement employees and program staff were hired and managed solely by the Youth Impact oversight committee.
- During this time, COB's portion of yearly funding was approximately \$40,000/yr. with an equivalent monetary match from Town of Normal and a 50% match from the County.
- **2006 - 2007** - The funded youth programs were moved under Western Avenue Community Center and were funded by COB and Town of Normal for a total of \$80,000 a year.
  - COB funding was cut to Western Avenue after multiple programming and management issues.
- **2008 - 2013** - There was no COB funding for juvenile intervention program(s)
- **2011** - COB funds a summer jobs program through the Juvenile Justice Council. The new program was managed by Project Oz for one summer session.
- **2012** - COB funds the summer jobs program through both Youth Build and Western Ave.
- **2013** - COB, Town of Normal, and the County fund the existing summer jobs program through Youth Build. This well developed and documented program received \$10,000 from the COB.

### **National Program Analysis**

The U.S. Office of Juvenile Justice Delinquency Programs, our grantor and evaluator from 1995 - 2000, produced in-depth analysis of all evidence based youth programs across the United States over the last two decades. Their analysis resulted in a new strategic planning tool that is used to assist in finding appropriate programs to match the particular needs of a community or a targeted population. This planning tool allows us to examine 107 current and past youth programs across the U.S. to assist us in deciding which strategy best meets the future needs of our city. Many of the model strategies contained in this assessment tool contain components of our previously tested local strategies.

Prior to future funding consideration for any additional at-risk youth programs, we suggest having the COB work with the Juvenile Justice Council to conduct a community needs assessment. The assessment should be based on current local risk factors, analysis of local youth crimes and examination of other locally active youth programs. After an assessment is completed an Request for Proposal (RFP) can be crafted. This was the process used locally in 1994 and again in 2000 to help the COB support effective or "promising" local programs.

### **Future Considerations**

- All previous at-risk youth programs funded by COB have been put out as RFPs with interested agencies making applications for the funding opportunity.
- In the past, the Juvenile Justice Council, which is comprised of numerous agencies, screened the RFPs and helped develop program metrics.
- To be most effective, future programs targeting youth should be data driven and target both the demographics of current at risk youth as well as work in geographic areas defined in a crime assessment before the program begins.



FOR COUNCIL: October 14, 2013

**SUBJECT:** Council Proceedings of September 23, 2013

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of September 23, 2013 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 September 23, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

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

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Draft Council Proceedings for September 23, 2013

---

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

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



FOR COUNCIL: October 14, 2013

**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 Wednesday, October 9, 2013 by posting via the City’s web site.

**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: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



FOR COUNCIL: October 14, 2013

**SUBJECT:** Various Appointments and Reappointments to Bloomington Boards and Commissions

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

**STRATEGIC PLAN LINK:** Goal 3. Strong Neighborhoods

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

**BACKGROUND:** I ask your concurrence in the appointment of Robert Fazzini, 5 Canterbury Ct., Bloomington 61701 to the CIRBN Board to replace David Hales. There is no expiration date, but individuals can be replaced at any time by the Mayor with Council's approval.

I ask your concurrence in the appointment of John Weber, 2903 Grandview Dr., Bloomington 61704 to the Building Board of Review as an Electrical Member. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the appointment of Michael Raikes, 1520 N Clinton Blvd., Bloomington 61701 to the Building Board of Review as an Electrical Member. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the appointment of Larry Stevig, 2814 Arrowhead Dr., Bloomington 61704 to the Building Board of Review as a Design Professional Member. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the appointment of Edwin Neaves, 2907 Breezewood Blvd., Bloomington 61704 to the Building Board of Review as a Member At Large. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the appointment of Barbara Page, 401 Bronco Dr., Suite A, Bloomington 61704 to the Building Board of Review as an HVAC Member. Her four (4) year term will expire on April 30, 2017.

I ask your concurrence in the appointment of Jeremy Dodson, 1418 Norma Dr., Bloomington 61704 to the Building Board of Review as an HVAC Member. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the appointment of John Meek, 1914 Hackberry Rd., Bloomington 61704 to the Building Board of Review as an Engineer Member. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the appointment of Neeraj Joshi, 1 Ashling Ct., Bloomington 61704 to the Cultural District Commission. His three (3) year term will expire on April 30, 2016.

I ask your concurrence in the appointment of Julian Westerhout, 816 E. Monroe St., Bloomington 61701 to the Historic Preservation Commission. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the reappointment of John Elterich, 409 E. Grove St., Bloomington 61701 to the Historic Preservation Commission. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the reappointment of Jeffrey Kennedy, 315 E. Chestnut St., Apt B, Bloomington 61701 to the Historic Preservation Commission. His four (4) year term will expire on April 30, 2017.

I ask your concurrence in the appointment of Christopher Cornell, 2605 Binghamton Ln., Bloomington 61705 to the Planning Commission. His four (4) year term will expire on April 30, 2017.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Assistant

Recommended by:

Tari Renner  
Mayor

- Attachments:** Attachment 1. CIRBN Board Roster  
 Attachment 2. Cultural District Commission Roster  
 Attachment 3. Historic Preservation Commission Roster  
 Attachment 4. Planning Commission Roster
- 

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

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

Central Illinois Broadband Network (CIRBN) Boardmembers

Category	Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Year First Appt	Mayor Appointed
CIRBN	Bloomington, City of	Deputy City Manager	Barb	Adkins							2013	x
CIRBN	Bloomington, City of	Corporation Counsel	Todd	Greenburg							2013	x
CIRBN	Bloomington, City of	City Manager	David	Hales							2013	x
CIRBN	Bloomington, City of	Information Services Director	Scott	Sprouls							2013	x
CIRBN	Advocate BroMenn Medical Center	Information Systems Director	David	Harper							2013	
CIRBN	Advocate BroMenn Medical Center	Technical Services Manager	Scott	Hargas							2013	
CIRBN	Advocate BroMenn Medical Center	VP Finance	Aron	Klein							2013	
CIRBN	Bloomington District 87 Schools	Technology Support	Jim	Peterson							2013	
CIRBN	Bloomington District 87 Schools	Superintendent	Barry	Reilly							2013	
CIRBN	Bloomington District 87 Schools	Chief Finance and Legal Officer	David	Wood							2013	
CIRBN	Heartland Community College	Director of Network and System Administration	John	Chow							2013	
CIRBN	Heartland Community College	Legal Counsel	Rick	Grenzebach							2013	
CIRBN	Heartland Community College	Chief Information Officer	Doug	Minter							2013	
CIRBN	Heartland Community College	Vice President of Business Services	Rob	Widmer							2013	
CIRBN	Livingston County	Livingston County Chair	Marty	Fannin							2013	
CIRBN	Livingston County	Information Technology Specialist	Alina	Hartley							2013	
CIRBN	Livingston County	First Assistant State's Attorney	Randy	Yedinak							2013	
CIRBN	McLean County Government	Assistant County Administrator and Legal Counsel	Hannah	Eisner							2013	
CIRBN	McLean County Government	Technology	Scott	Koepfel							2013	
CIRBN	McLean County Government	Business Manager	Craig	Nelson							2013	
CIRBN	McLean County Unit District No. 5	Director of Technology	Erik	Bush							2013	
CIRBN	McLean County Unit District No. 5	Superintendent	Marty	Hickman							2013	
CIRBN	McLean County Unit District No. 5	District Attorney	Gary	Niehaus							2013	
CIRBN	Town of Normal	Director of Technology Information	Curt	Richardson							2013	
CIRBN	Town of Normal	Corporation Counsel	Mindy	Dance							2013	
CIRBN	Town of Normal	City Manager	Steve	Mahrt							2013	
CIRBN	Illinois State University	Vice President for Finance and Planning	Mark	Peterson							2013	
CIRBN			Dan	Layzell							2013	

**Number of Vacancies**

0

**Number of Applications on file**

0

**Number of Expired Board Members**

0

**Notes**

no set term (at the discretion of the governing body when to appoint/re-appoint)

28 members

Number Mayor Appoints: 2

Type: Multi-Jurisdictional

City Code:

Required by code - State or City:

\*Mayor Renner plans to appoint Rob Fazzini to take David Hales' place

**Cultural District Commission**

Category	Staff/Chair	Title	First Name	Last Name	Street	City	Zip	Expiration	Re/Appointment Date	Year First Appt	Attendance Last 12 Meetings
Cultural District Commission			VACANT								
Cultural District Commission	Chair		Jim	Waldorf	1603 E. Washington St	Bloomington	61701	04/30/14	04/30/08	2005	11
Cultural District Commission			Karen	Schmidt	409 E. Grove	Bloomington	61701	04/30/14	05/01/08	2008	10
Cultural District Commission			Bruce	Bergeon	13 Brookshire Dr	Bloomington	61704	04/30/14	04/30/08	2008	9
Cultural District Commission			Matthew	Giordano	511 S. Mercer Ave	Bloomington	61701	04/30/15	02/13/12	2012	3 (of 5)
Cultural District Commission			Dr. Curtis	Trout	1104 S Fell	Normal	61761	04/30/15	05/11/09	2009	9
Cultural District Commission			Sherry	Galbreath	3 Mallard Ct	Bloomington	61704	04/30/15	10/22/12	2012	
Cultural District Commission			Vicki Lynn	Tilton	200 W. Monroe, #501	Bloomington	61701	04/30/15	06/25/12	2012	1 (of 2)
Cultural District Commission			Carol	Baker	1515 N. Linden	Bloomington	61701	04/30/15	04/27/09	2003	10
Cultural District Commission			Judy	Markowitz	326 Vista Dr	Bloomington	61701	04/30/15	05/11/09	2006	9
Cultural District Commission			Mike	Kerber	406 N Linden	Bloomington	61701	04/30/16	05/13/13	2009	7
Cultural District Commission			Alex	Cardona	9697 Windgate Dr	Bloomington	61705	04/30/16	05/13/13	2010	8
Cultural District Commission			Carole	Ringer	110 Hawthorne Lake Dr	Bloomington	61704	04/30/16	05/13/13	2010	6
Cultural District Commission			Roger	Elliott	212 Doud Dr.	Normal	61761	04/30/16	05/13/13	2007	10
Cultural District Commission	Staff		John	Kennedy							
Cultural District Commission	Staff		Carole	Struck							

Attendance last updated: 10/12/12

<b>Number of Vacancies</b>	1
<b>Number of Applications on file</b>	2
<b>Number of Expired Board Members</b>	0
<b>Request for reappointments:</b>	

**Notes**  
 3 year terms  
 14 members  
 Number Mayor Appoints: 14  
 Type: Internal  
 City Code: Chapter 2: Section 81  
 Required by code - State or City: No  
 Meets the 2nd Thurs of each month at 7:30am at the Creativity Center

# Bloomington Historic Preservation Commission

Category	Staff/Chair	Title	First Name	Last Name	Street	City	Zip	Expiration	Appointment Date	Attendance Last 12 Meetings
Historic Preservation Commission			VACANT							
Historic Preservation Commission			Dan	Greene	15502 Old Colonial Rd	Bloomington	61704	04/30/04		
Historic Preservation Commission	Chair		Carlson	Durham	304 S. Mercer	Bloomington	61701	04/30/08		
Historic Preservation Commission			Brad	Williams	613 E. Grove	Bloomington	61701	04/30/09		
Historic Preservation Commission			John	Elterich	409 E. Grove	Bloomington	61701	04/30/13	02/09/09	
Historic Preservation Commission			Jeffrey	Kennedy	315 E. Chestnut	Bloomington	61701	04/30/13	04/13/09	
Historic Preservation Commission			Sherry	Graehling	1418 E. Grove St	Bloomington	61701	04/30/16	09/10/12	
Historic Preservation Commission	Staff		Mark	Woolard	109 E Olive St	Bloomington	61701			

<b>Number of Vacancies</b>	1
<b>Number of Applications on file</b>	10
<b>Number of Expired Board Members</b>	5

<b>Notes</b>
4 year terms
7 members
Number Mayor Appoints: 7
Type: Internal
City Code:
Required by code - State or City: No
Meets the 3rd Thurs of each month at 5:00pm - Blm Council Chambers

**Bloomington Planning Commission**

Category	Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Appointment Date	Attendance Last 12 Meetings
Planning Commission	Southwest		VACANT								
Planning Commission	Northeast		Bill	Schulz	2103 Woodfield	Bloomington	IL	61704	04/30/13	12/14/09	
Planning Commission	Northwest		Charles E.	Stuckey	318 B, N. Main St.	Bloomington	IL	61701	04/30/14	08/08/11	
Planning Commission	Southeast		J. Alan	Balmer	16 Fountain Lake Court	Bloomington	IL	61704	04/30/15	08/22/11	
Planning Commission	Chair/Southeast		Stan	Cain	10 Barley Circle	Bloomington	IL	61704	04/30/15	08/08/11	
Planning Commission	Northeast		James	Pearson	14 Hearthstone Ct	Bloomington	IL	61704	04/30/15	07/25/11	
Planning Commission	Southeast		Rob	Wills	1512 E Olive St	Bloomington	IL	61701	04/30/15	08/08/11	
Planning Commission	Southwest		Rex	Diamond	2915 Fox Creek Rd	Bloomington	IL	61705	04/30/16	04/23/12	
Planning Commission	Southeast		David	Stanczak	6 Buckhurst Ct	Bloomington	IL	61704	04/30/16	09/10/12	
Planning Commission	member		Ryan	Scritchlow	1005 S. Maple	Bloomington	IL	61701	04/30/17	01/14/13	
Planning Commission	Staff		Mark	Woolard	109 E Olive St	Bloomington	IL	61701			

<b>Number of Vacancies</b>	1
<b>Number of Applications on file</b>	13
<b>Number of Expired Board Members</b>	1

**Notes**  
 4 year terms  
 10 members  
 Number Mayor Appoints: 10  
 Type: Internal  
 City Code:  
 Required by code - State or City: No  
 Meets the 2nd and 4th Wed of each month at 4:00pm - Council Chambers  
 12/20/2011 - It has been suggested that the board have 2 appointments from the four quadrants in Bloomington and two at-large appointments.



FOR COUNCIL: October 14, 2013

**SUBJECT:** Waive the formal bidding process and authorize the Water Department to purchase the specialty water treatment chemical, polymer, from Brenntag Mid-South, Inc. for the year starting October 1, 2013

**RECOMMENDATION/MOTION:** That the Council approve waiving the formal bidding process for the specialty water treatment chemical, polymer and purchase this chemical from Brenntag Mid-South, Inc. the supplier at the quoted price for the year of \$.652 per pound for cationic polymer and \$1.25 per pound for anionic polymer.

**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:** Each year, staff has requested competitive bids for the Water Department's annual water treatment chemical needs. However, these bids have historically not included polymers for the water clarification process. The Water Department, through years of exhaustive bench testing and actual use in the water treatment plant, has determined what polymers have worked with the specific water quality that is experienced in our water treatment plant. The polymers used by the City are as follows:

Cationic polymer; product name: Robin 120, with a typical dosage of ~1.25 - 1.75 parts per million.

Anionic polymer; product name: Robin 30A, with a typical dosage of ~0.25 - 0.50 parts per million.

The City uses two different types of polymers for two different purposes. Both types are extremely critical in removing particles from the reservoir water that is being treated. The broad difference between the two polymers is that one polymer has a net positive charge (cationic) and the other has a net negative charge (anionic). The cationic polymer is used to neutralize the net negative surface charges of the particles in the reservoir water, which then collide and stick together in large groups of particles (algae, bacteria, silt, possible disease causing organisms, etc.) which settle out as heavier-than-water particles and are removed during treatment. The anionic polymer improves the settling characteristics of the heavier-than-water particles and the minerals (hardness) that are removed during the softening process. Both types of polymers are extremely important in assuring that small particles of potential health significance are removed during treatment.

Polymers are, generally, long chains of carbon groups linked together with other functional groups to "connect" the heavier-than-water particles and precipitated minerals to improve their settling characteristics. Small changes in formulations can have large effects on treatment performance. Characteristics of individual water sources and temperature also affect polymer performance.

Many surface water reservoir supplies in central Illinois use a variation of a class of polymers called poly-diallyldiammonium chloride (polyDADMAC for short). The City uses a low molecular weight version that is currently purchased from Brenntag Mid-South, Inc. The anionic polymer is also purchased Brenntag Mid-South, Inc. Once a polymer is found that works well for a particular water source and treatment system, utilities generally stay with the product unless reliability of supply or if raw water or polymer characteristics change to where treatment efficiencies change.

**ALDERMANIC COMMITTEE BACKGROUND:** This quotation was not presented to the Infrastructure Committee.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** There were no Community Groups contacted for this petition as it is a routine matter.

**FINANCIAL IMPACT:** Payment for the purchase of water treatment chemicals throughout the year will be made from the Water Purification-Water Treatment Chemicals (50100130-71720). This account is budgeted at \$660,000, for all of the water treatment chemicals, for FY 2014. Stakeholders may locate this on page 145 in the FY 2014 Budget book titled “Other Funds & Capital Improvement Program.”

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water Department

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

---

Motion: \_\_\_\_\_

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

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



FOR COUNCIL: October 14, 2013

**SUBJECT:** Waive the formal bidding process and authorize the Water Department to purchase the water treatment chemical, polymer, from Mississippi Lime, Inc. for two years starting October 1, 2013

**RECOMMENDATION/MOTION:** That the Council approve waiving the formal bidding process for the water treatment chemical, lime and purchase this chemical from Mississippi Lime, Inc., at the quoted price for the first year of \$172.40 per ton and in the second year of the agreement at \$179.80 per ton.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City Services Provided in the Most Cost-Effective, Efficient Manner

**BACKGROUND:** Each year, Water Department Staff has requested competitive bids for the Water Department's annual water treatment chemical needs. Typically, these bids have included lime for the water softening process. In 2007, a supplier with the lowest bid price was chosen. When the product was delivered and used by the Water Department, the product did not meet the City's specification and the material caused operational water treatment problems. Additionally, other suppliers have been tried in past years as well with similar results. This has generally led to serious equipment problems, extensive clean-up efforts, water quality degradation and overall higher water treatment costs.

With the problems that arose in years past, Staff requested permission from the Council to negotiate a lime price from the supplier that we have used successfully for years, Mississippi Lime, Inc. This request was first approved by Council on March 24, 2008 and a two year agreement was approved by Council on September 26, 2011. Since the competitors, through actual use, have been shown to be unable to meet the Department's specification and the Department has successfully used the product from Mississippi Lime for years, the Department is requesting to purchase this chemical in FY 2013/14 for the quoted price of \$172.40/ton and \$179.80/ton in 2014/15 from Mississippi Lime, Inc. The \$172.40/ton price for 2013/14 represents an increase of \$6.35/ton or 3.8% from the 2012/13 price which was \$166.15/ton. The \$179.80/ton price will represent an increase of \$7.40/ton or 3.8% from the 2013/14 price of \$172.40/ton or 4.3%.

Lime (Calcium Oxide) – Lime is used as a water softening agent in water treatment plants that have source water with high levels of calcium and magnesium, two elements that cause water to be characterized as “hard”. Lime is mixed with water in the water treatment facility and this solution is then added to the water to be treated. The lime causes the calcium and magnesium in the source water to settle out of the water. The quality of calcium oxide can vary due to the variations in the raw ingredient, limestone.

**ALDERMANIC COMMITTEE BACKGROUND:** This quotation was not presented to the Infrastructure Committee.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** There were no Community Groups contacted for this petition as it is a routine matter.

**FINANCIAL IMPACT:** Payment for the purchase of water treatment chemicals throughout the year will be made from the Water Purification-Water Treatment Chemicals (50100130-71720). This account is budgeted at \$660,000, for all of the water treatment chemicals, for FY 2014. Stakeholders may locate this on page 145 in the FY 2014 Budget book titled “Other Funds & Capital Improvement Program.”

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water Department

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

---

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

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



FOR COUNCIL: October 14, 2013

**SUBJECT:** Request to Approve Purchase of Two (2) Forensic Analysis Work Stations, Three (3) Forensic Air-Lite VII i7Laptops and Computer Peripherals for the Police Department Cyber Crimes Unit

**RECOMMENDATION/MOTION:** That the purchase of two (2) Forensic Analysis Work Stations, three (3) Forensic Air-Lite VII i7Laptops and computer peripherals for the Police Cyber Crimes Unit be approved in the amount of \$51,166, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

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

**BACKGROUND:** The Cybercrime Unit currently uses high performance, highly specialized computers to collect and analyze digital evidence. These computers are produced and sold exclusively by Forensic Computers, Inc. of Glen Lyn, Virginia, making them the sole source for procurement.

The analysis of the data from digital devices places demands on a computer system that normal administrative use does not. Not only do the computers need processing power above and beyond computer used for normal administrative functions, they also need to have the ability to protect any evidence that is collected in a forensically sound manner. Without this, the evidence would not be admissible in court. These specialized computers contain forensic drive bay controllers which enable the forensic examiner to properly seize and image digital information without it being altered.

2 - Forensic Analysis Work Stations	\$25,999
3 - Forensic Air-Lite VII i7 Laptops and computer peripherals (i.e. write blocks and evidence coping devices)	\$25,167
<b>TOTAL</b>	<b>\$51,166</b>

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

**FINANCIAL IMPACT:** Stakeholders can find this budgeted under Information Services-Capital Outlay Computer Equipment (10011610-72120). Stakeholders may find this in the FY 2014 Budget book titled "Budget Overview & General Fund" on page 186.

Respectfully submitted for Council consideration.

Prepared by: Michael Fazio, Police Detective

Reviewed by: Scott Sprouls, Director of Information Services

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

---

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

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



FOR COUNCIL: October 14, 2013

**SUBJECT:** Project Acceptance and Contract Amendment for Morris Avenue Reconstruction: Six Points Rd. to Fox Hill Apartments which includes approval of a budget amendment

**RECOMMENDATION/MOTION:** That the completed project be accepted, a contract amendment be executed in the amount of \$10,450.13 and Final Payment to the Contractor be made.

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

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

**BACKGROUND:** At the July 9, 2012 meeting, Council approved a contract with Stark Excavating for the reconstruction of Morris Ave. between Six Points Rd. and Fox Hill Circle. At the October 8, 2012 meeting, Council approved a contract amendment for the remediation of poor subgrade soils discovered during construction. The project is now complete and final payment is necessary. This contract amendment accounts for variations in the original project and actual construction quantities. Staff made every effort to include accurate quantities in the original contract, but variations occur due to field adjustments, resident accommodations and other unforeseen conditions. The resident accommodations included minor adjustments to the property improvements promised in the right of way acquisitions contracts. These adjustments typically included slight increases to contract quantities, such as for driveway or sidewalks.

With this amendment, the revised contract total cost is still under both the engineer’s estimate and budget.

Original Contract	\$1,046,725.75
Subgrade Remediation (Approved 10/8/12)	\$137,802.00
Final Quantity Variations	\$10,450.13
<b>Revised Total Contract Cost</b>	<b>\$1,194,977.88</b>
<b>Engineer’s Estimate</b>	<b>\$1,351,570.00</b>
Budget	
MFT	\$1,140,000.00
Storm Water	\$210,000.00
Sanitary Sewer	\$65,000.00
Water	\$200,000.00
<b>Total Budget</b>	<b>\$1,615,000.00</b>

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Stark Excavating, Inc.

**FINANCIAL IMPACT:** The FY 2013 budget includes \$1,615,000 for the project. As indicated above, the contract amendment will be executed in the amount of \$10,450.13. The Contract revision will be as follows. There is available fund balance in the Motor Fuel Tax Fund to increase the budget.

	Amended	Actual
Motor Fuel Tax Funds (20300300-72530)	\$845,497.75	\$874,439.22
Storm Water (53103100-72550)	\$122,880.00	\$117,473.66
Sanitary Sewer (51101100-72550)	\$58,100.00	\$57,185.00
Water (50100120-72540)	\$158,050.00	\$145,880.00
<b>Total Construction</b>	<b>\$1,184,527.75</b>	<b>\$1,194,977.88</b>

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Exhibit 1  
Attachment 2. Ordinance  
Attachment 3. Map  
Attachment 4. Pay Estimates

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

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

<b>Exhibit #1</b>				
<b>Account Code</b>	<b>Fund</b>	<b>Account Name</b>	<b>Revised Budget</b>	<b>Description</b>
20300300-72530	Motor Fuel Tax	Street Construction and Improvements	\$28,941.47	Increase MFT encumbrance (Contract #46) for Morris Avenue Reconstruction: Six Points Rd. to Fox Hill Apartments
53103100-72550	Storm Water	Sewer Construction & Improvement	\$ (5,406.34)	Decrease Storm Water encumbrance (Contract #46) for Morris Avenue Reconstruction: Six Points Rd. to Fox Hill Apartments
51101100-72550	Sanitary Sewer	Sewer Construction & Improvement	\$ (915.00)	Decrease Sanitary Sewer encumbrance (Contract #46) for Morris Avenue Reconstruction: Six Points Rd. to Fox Hill Apartments
50100120-72540	Water Transmission & Distribution	Water Main Construction & Improvement	\$ (12,170.00)	Decrease Water Transmission & Distribution encumbrance (Contract #46) for Morris Avenue Reconstruction: Six Points Rd. to Fox Hill Apartments
			<b>\$10,450.13</b>	<b>Overall Increase</b>

**ORDINANCE NO. 2013 - \_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

Whereas on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2013, which Ordinance was approved by Mayor Stephen F. Stockton on April 09, 2013; and

Whereas a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 shall remain in full force and effect in addition to previous amendments, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2013 - 18.

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

PASSED the 14<sup>th</sup> day of October 2013.

APPROVED the 15<sup>th</sup> day of October 2013.

APPROVED:

---

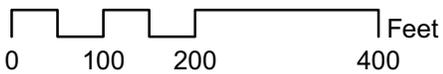
TARI RENNER  
MAYOR

ATTEST:

---

TRACEY COVERT  
CITY CLERK

# MORRIS AVE - SIX POINTS TO FOX HILL CIRCLE



CITY OF BLOOMINGTON

MORRIS AVE: SIX POINTS TO FOX HILL APTS

PROJECT NO. CITY # 50-01-11052-08-01

MFT SECTION 12-00349-00-PV

PREPARED BY: RCW

CHECKED BY:

DATE: 09/27/2013

FOR COUNCIL: 10/14/2013

PAY ESTIMATE 9 & FINAL

STARK EXCAVATING INC.

ITEM NO.	ITEM	UNITS	PLAN QTY.	COMPLETED QTY.	UNIT PRICE	MOTOR FUEL TAX TOTAL	STORM WATER TOTAL	SEWER TOTAL	WATER TOTAL
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	160	280.5	\$22.00	\$6,171.00			
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	130	66.0	\$30.00	\$1,980.00			
3	NITROGEN FERTILIZER NUTRIENT	LB	85	108.0	\$1.15	\$124.20			
4	PHOSPHORUS FERTILIZER NUTRIENT	LB	85	108.0	\$1.15	\$124.20			
5	POTASSIUM FERTILIZER NUTRIENT	LB	85	108.0	\$1.15	\$124.20			
6	SEEDING, CLASS 1	ACRE	1	1.2	\$1,100.00	\$1,320.00			
7	EROSION CONTROL BLANKET	SY	4300	5833.4	\$1.15	\$6,708.41			
8	TEMPORARY DITCH CHECK	EA	5	1	\$210.00	\$210.00			
9	INLET & PIPE PROTECTION	EA	21	7	\$150.00	\$1,050.00			
10	EROSION CONTROL BARRIER	FT	630	1353.0	\$3.50	\$4,735.50			
11	EARTH EXCAVATION	CY	1644	2324.2	\$19.50	\$45,321.90			
12	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CY	1200	2325.1	\$14.85	\$34,527.74			
13	GRANULAR EMBANKMENT, SPECIAL	CY	1200	2180.1	\$39.75	\$86,658.98			
14	TRENCH AND BACKFILL FOR ELECTRICAL WORK	FT	900	902.5	\$5.00	\$4,512.50			
15	TRENCH BACKFILL	FT	1500	1404.6	\$32.00	\$44,947.20			
16	TOPSOIL EXCAVATION & PLACEMENT, 4"	SY	4300	5833.4	\$9.75	\$56,875.65			
17	AGGREGATE BASE COURSE, TYPE A, 12"	SY	3600	3600.0	\$19.50	\$70,200.00			
18	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	3350	2920.5	\$1.25	\$3,650.63			
19	P.C.C. PAVEMENT, 8" (JOINTED)	SY	3100	3075.3	\$48.25	\$148,383.23			
20	P.C.C. DRIVEWAY PAVEMENT, 8"	SY	710	959.5	\$60.00	\$57,570.00			
21	PROTECTIVE COAT	SY	5000	5017.8	\$1.00	\$5,017.80			
22	DETECTABLE WARNINGS	SF	36	24.0	\$22.00	\$528.00			
23	P.C.C. SIDEWALK, 4"	SF	9100	8685.8	\$6.00	\$52,114.80			
24	P.C.C. SIDEWALK, 8"	SF	1350	1723.2	\$7.90	\$13,613.28			
25	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.18	FT	1700	1678.0	\$24.50	\$41,111.00			
26	CULVERT REMOVAL	FT	400	490.0	\$9.00	\$4,410.00			
27	CURB & GUTTER REMOVAL	FT	50	15.0	\$7.00	\$105.00			
28	PAVEMENT REMOVAL	SY	2500	2658.3	\$15.10	\$40,140.33			
29	DRIVEWAY PAVEMENT REMOVAL	SY	1000	934.1	\$7.00	\$6,538.70			
30	SIDEWALK REMOVAL	SF	250	162.0	\$1.20	\$194.40			
31	REMOVE INLET	EA	1	1	\$225.00	\$225.00			
32	MULTIDUCT, 4"	FT	900	902.5	\$15.00	\$13,537.50			
33	HANDHOLE	EA	3	3	\$1,250.00	\$3,750.00			
34	BLOCK RETAINING WALL	SF	200	504.5	\$30.00	\$15,135.00			
35	CHANGEABLE MESSAGE BOARD	DAY	14	14	\$150.00	\$2,100.00			
36	TRAFFIC CONTROL & PROTECTION	LS	1	1.0	\$4,000.00	\$4,000.00			
37	CONSTRUCTION STAKING & LAYOUT	LS	1	1.0	\$7,550.00	\$7,550.00			
38	DRILL EXISTING HANDHOLE	EA	1	1	\$445.00	\$445.00			
39	RELOCATE SIGN	EA	4	3.5	\$4,300.00	\$15,050.00			
40	RELOCATE LIGHT	EA	2	2.0	\$2,300.00	\$4,600.00			
41	PAVEMENT MARKING REMOVAL	SF	500	452.5	\$9.00	\$4,072.50			
42	PAINT PAVEMENT MARKING LINE, 4"	FT	3000	3117.0	\$1.00	\$3,117.00			
43	PAINT PAVEMENT MARKING LETTERS & SYMBOLS	SF	130	171.6	\$3.00	\$514.80			
44	INLET, TYPE H WITH TYPE 50 FRAME & GRATE	EA	2		\$1,450.00		\$0.00		
45	INLET, TYPE H WITH TYPE 50L FRAME & GRATE	EA	12	12	\$1,450.00		\$17,400.00		
46	MANHOLE, TYPE C, 4' DIA., TYPE 1 FRAME, CLOSED LID	EA	1	5	\$2,050.00		\$10,250.00		
47	MANHOLE, TYPE A, 4' DIA., TYPE 1 FRAME, CLOSED LID	EA	3		\$2,050.00		\$0.00		
48	MANHOLE, TYPE A, 5' DIA., TYPE 1 FRAME, CLOSED LID	EA	2	2.0	\$2,600.00		\$5,200.00		
49	RCCP STORM SEWER, TYPE 2, 18"	FT	200	178.6	\$50.00		\$8,930.00		
50	RCCP STORM SEWER, TYPE 2, 24"	FT	300	283.0	\$59.00		\$16,697.00		
51	RCCP STORM SEWER, TYPE 2, 30"	FT	100	89.5	\$80.00		\$7,160.00		
52	RCCP STORM SEWER, TYPE 2, 36"	FT	100	97.0	\$89.00		\$8,633.00		
53	DIP STORM SEWER, 12"	FT	210	204.4	\$60.00		\$12,264.00		
54	DIP STORM SEWER, 16"	FT	20	12.4	\$150.00		\$1,860.00		
55	DIP STORM SEWER, 18"	FT	160	153.0	\$103.00		\$15,759.00		
56	PVC DRAIN TILE, 6"	FT	150	112.5	\$38.00		\$4,275.00		
57	CONNECT TO EXISTING DRAIN TILE	EA	5	6	\$250.00		\$1,500.00		
58	CONNECT TO EXISTING MANHOLE	EA	1	1	\$1,750.00		\$1,750.00		
59	CONNECT DRAIN TILE TO STORM SEWER	EA	5	6	\$400.00		\$2,400.00		
60	CONNECT TO EXISTING STORM SEWER	EA	1	1	\$1,800.00		\$1,800.00		
61	SAMPLING MANHOLE	EA	2	2	\$1,200.00			\$2,400.00	
62	SANITARY MANHOLE, 4' DIA.	EA	2	2	\$3,200.00			\$6,400.00	
63	PVC SANITARY SEWER, 8"	FT	400	383.0	\$57.00			\$21,831.00	
64	PVC SERVICE SEWER, 4"	FT	300	276.7	\$40.00			\$11,068.00	
65	PVC SERVICE SEWER, 6"	FT	80	102.0	\$48.00			\$4,896.00	
66	PVC TEE, 6"x8"	EA	3	3	\$170.00			\$510.00	
67	SEWER CLEANOUT	EA	5	4	\$70.00			\$280.00	

CITY OF BLOOMINGTON

MORRIS AVE: SIX POINTS TO FOX HILL APTS

PROJECT NO. CITY # 50-01-11052-08-01  
MFT SECTION 12-00349-00-PV

PREPARED BY: RCW  
CHECKED BY:  
DATE: 09/27/2013  
FOR COUNCIL: 10/14/2013

PAY ESTIMATE 9 & FINAL

STARK EXCAVATING INC.

ITEM NO.	ITEM	UNITS	PLAN QTY.	COMPLETED QTY.	UNIT PRICE	MOTOR FUEL TAX TOTAL	STORM WATER TOTAL	SEWER TOTAL	WATER TOTAL
68	CONNECT TO EXISTING 8" STUB	EA	1	1	\$1,750.00			\$1,750.00	
69	CONNECT TO EXISTING SANITARY SERVICE	EA	4	4	\$700.00			\$2,800.00	
70	SEPTIC TANK TO BE PUMPED	EA	3	3	\$1,750.00			\$5,250.00	
71	GATE VALVE, 6"	EA	4	4	\$1,000.00				\$4,000.00
72	GATE VALVE, 8"	EA	1	1	\$1,200.00				\$1,200.00
73	GATE VALVE, 12"	EA	2	2	\$2,200.00				\$4,400.00
74	STEAMER FIRE HYDRANT	EA	3	3.0	\$3,200.00				\$9,600.00
75	RELOCATE EXISTING FIRE HYDRANT	EA	1	1.0	\$1,000.00				\$1,000.00
76	FIRE HYDRANT EXTENSION	FT	10		\$375.00				\$0.00
77	RESTRAINED DUCTILE IRON WATER MAIN, 6"	FT	10	8.0	\$80.00				\$640.00
78	RESTRAINED DUCTILE IRON WATER MAIN, 8"	FT	20	20.0	\$90.00				\$1,800.00
79	RESTRAINED DUCTILE IRON WATER MAIN, 12"	FT	100	100.0	\$95.00				\$9,500.00
80	DUCTILE IRON WATER MAIN, 12"	FT	900	853.0	\$80.00				\$68,240.00
81	SAMPLING & CHLORINATION TAP	EA	1	2	\$500.00				\$1,000.00
82	TEE, 12"x6"	EA	4	4	\$900.00				\$3,600.00
83	TEE, 12"x8"	EA	1	1	\$900.00				\$900.00
84	45 DEGREE BEND, 8"	EA	2		\$375.00				\$0.00
85	45 DEGREE BEND, 12"	EA	2	1	\$775.00				\$775.00
86	22-1/2 DEGREE BEND, 12"	EA	2	1	\$725.00				\$725.00
87	CONNECT TO EXISTING WATER MAIN	EA	3	3	\$2,200.00				\$6,600.00
88	REMOVE VALVE BOX	EA	5	4	\$160.00				\$640.00
89	REMOVE WATER SERVICE	EA	7	6	\$160.00				\$960.00
90	REMOVE FIRE HYDRANT	EA	4	3	\$320.00				\$960.00
91	REMOVE DIP WATER MAIN	FT	50	18	\$95.00				\$1,710.00
92	WATER SERVICE, 1-1/2"	EA	7	6	\$1,200.00				\$7,200.00
93	TYPE K COPPER PIPE IN TRENCH, 1-1/2"	FT	610	485	\$30.00				\$14,550.00
<b>Total</b>						<b>\$813,065.43</b>	<b>\$115,878.00</b>	<b>\$57,185.00</b>	<b>\$140,000.00</b>

Extras

TRENCH BACKFILL, SANITARY SEWER	FT		164	\$65.08	\$10,673.12				
WATER MAIN BEDDING	LS		1	\$5,880.00					\$5,880.00
PIPE UNDERDRAIN, 4"	FT	1814	1757.9	\$5.05	\$8,877.40				
PIPE UNDERDRAIN AGGREGATE	FT	805	787	\$8.25	\$6,492.75				
CONNECT UNDERDRAIN TO INLET	EA	13	13	\$430.00	\$5,590.00				
CONNECT UNDERDRAIN TO MANHOLE	EA	7	7	\$430.00	\$3,010.00				
GEOGRID	SY	450	435	\$15.40	\$6,699.00				
GEOGRID AGGREGATE, 12"	SY	450	435	\$26.40	\$11,484.00				
INLET, TY A, T1 F, OL	EA		1	\$800.00		\$800.00			
ADDITIONAL SIGNS FOR PONTIAC GRANITE	EA		1	\$330.45	\$330.45				
ADDITIONAL DISK & DRY SUBGRADE	LS		1	\$786.59	\$786.59				
YELLOW CENTER LINE PAVEMENT MARKING	LS		1	\$302.48	\$302.48				
PCC SIEWALK SPECIAL, 4"	SF		1056	\$6.75	\$7,128.00				
CLEAN & SEAL FIRE STATION DRIVEWAY	LS		1	\$267.67		\$267.67			
DRAIN TILE ADJUSTMENT	LS		1	\$227.99		\$227.99			
SUPPLEMENTAL RETAINING WALL DESIGN	LS		1	300		\$300.00			

Total of Extras \$61,373.79 \$1,595.66 \$0.00 \$5,880.00

Subtotal to date \$874,439.22 \$117,473.66 \$57,185.00 \$145,880.00

less retainage \$0.00 \$0.00 \$0.00 \$0.00

TOTAL TO DATE \$874,439.22 \$117,473.66 \$57,185.00 \$145,880.00

less previous payments \$829,595.98 \$116,678.00 \$56,217.00 \$145,880.00

DUE THIS ESTIMATE \$44,843.24 \$795.66 \$968.00 \$0.00

MFT STW SWR WTR  
GRAND TOTAL DUE THIS ESTIMATE \$46,606.90



FOR COUNCIL: October 14, 2013

**SUBJECT:** Amendment to the 2011 contract with Calgon Carbon Corporation for a 36 month lease of Calgon Filtrasorb 300 Granular Activated Carbon (GAC) for use in the filters at the Water Treatment Facility

**RECOMMENDATION/MOTION:** That Council approve an amendment to the 2011 contract with Calgon Carbon Corporation for the leasing of Calgon Filtrasorb 300 Granular Activated Carbon at a cost of \$14,751 per month for 36 months, the same cost as the 2011 amended contract price.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure and Utilities

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2b: Quality water for the long term

**BACKGROUND:** The Water Department has utilized Calgon Carbon Corporation for the leasing of Calgon Filtrasorb 300 GAC since 1990 after extensive bench scale tests indicated that it was the best GAC for the City's source waters (water from the Lake Bloomington and Evergreen lake reservoirs). Each source water is unique in the constituents that can be found in the water. In addition, the treatment objectives of using a particular GAC determine the best GAC for the particular application. In the case of the City of Bloomington, removal of taste and odor compounds is the highest priority followed by organic compound removal. Calgon Filtrasorb 300 GAC has demonstrated that it is the best taste and odor adsorbing carbon for Bloomington's source waters. Prior to 1990, the City water supply was plagued by annual taste and odor occurrences of varying intensity. Since 1990, the vast majority of the time the City's water supply is free from objectionable tastes and odors for the majority of customers.

The GAC acts like a sponge adsorbing organic compounds from the water. Once the GAC is saturated, it must be replaced with fresh GAC. Since this is a process, that in the City's experience takes several years, approximately one third of the total filters at the Water Treatment Plant have the GAC replaced annually. Thus the figure of 5,532 cubic feet indicates the GAC that will be replaced each year representing the GAC required to fill 3 of the filters in the newer portion of the Plant and 4 of the filters in the older portion of the Plant.

The subject of this request is to modify the existing contract to allow the Water Department to replace the 5,532 cubic feet of carbon each year that has been removed from the City's water treatment plant filters and has been regenerated offsite and returned to the City in lieu of purchasing new "virgin" carbon. The regenerated carbon, again taken from the City's filters and regenerated, would offer the City substantial savings over leasing virgin material. The amended contract cost would be \$14,751 per month for 36 months as opposed to previous contracts of approximately \$20,000 per month for the removed carbon to be replaced with virgin carbon. The City will provide the labor and materials to remove and replace the carbon. This contract amendment is only an extension of the time frame of the contract by 36 months with the price for the material staying the same as the 2011 amendment.

As with previous contracts, the contract amount assumes a 25% make-up rate which is necessary to account for material losses. Any amount of make-up greater than 25% will be made with virgin carbon at the virgin carbon rate of \$45.00 per cubic foot.

The offsite regenerated carbon is essentially as good as virgin material in that it retains the same properties it had before. This has been done for years in some water treatment facilities that have their own regeneration facilities on site. The regeneration facilities are essentially large ovens which heat the carbon to very high temperatures to destroy the adsorbed organic material. Some research has shown this process to actually improve the capabilities of the GAC by enlarging the pore sizes in the carbon making it more productive in adsorbing material. This process is allowed for water treatment plants provided the regenerated material originated from the same water treatment plant.

Previously, the material removed from the City's water treatment plant was regenerated offsite and sold to other GAC customers for processes that did not require either virgin material or regenerated material that originated from the same source. These are generally industrial applications.

**ALDERMANIC COMMITTEE BACKGROUND:** This bid was not presented to the Infrastructure Committee.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** There were no Community Groups contacted for this petition as it is a routine matter.

**FINANCIAL IMPACT:** Payment for the lease of the GAC throughout the year will be made from the Water Purification-Carbon Reactivation Services (50100130-71725). This account is budgeted at \$250,000 for FY 2014, of which \$183,620.50 is still available as of October 10, 2013. Stakeholders can locate this in the FY 2014 Budget book titled "Other Funds & Capital Improvement Program" on page 145. At the contractually stated price of \$14,571 per month, this equates to \$175,852 annually or \$31.61 per cubic foot for regenerated carbon. The contract amount assumes a 25% make-up rate which is necessary to account for material losses. Any amount of make-up greater than 25% will be made with virgin carbon at the virgin carbon rate of \$45.00 per cubic foot.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water Department

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Contract

---

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

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



**CALGON CARBON CORPORATION  
POTABLE WATER SERVICE (PWS) AGREEMENT  
WITH  
THE CITY OF BLOOMINGTON, IL  
2013 AMENDMENT**

**Contents**

- 1. Agreement - Revised**
- 2. Exhibit I: Responsibilities of Calgon Carbon - Revised**
- 3. Exhibit II: Responsibilities of Customer - Revised**
- 4. Exhibit III: Carbon Filter Schedule - Revised**
- 5. Exhibit IV: Criteria for Return for Reactivation of Spent Carbon**
- 6. Exhibit VI: Adsorbate Profile Document Addendum Reactivated  
Media - Added**



**CALGON CARBON CORPORATION  
POTABLE WATER SERVICE AGREEMENT  
2011 AMENDMENT**

THIS AMENDMENT made and agreed upon as of the 24th day of August 2011, by and between Calgon Carbon Corporation (Calgon Carbon) and the City of Bloomington, IL. Calgon Carbon hereby agrees to provide our Municipal Custom Reactivation to the City of Bloomington, IL water treatment facility for use in its Eighteen (18) gravity water treatment filtration units. Each year of this contract, Calgon will supply the GAC for four (4) of the older filter units and three (3) of the new filter units. The old filter units each contain 690 cubic feet of GAC, while the new filter units contain 924 cubic feet. Each year a total of 5,532 cubic feet will be supplied on a backwashed and drained density basis. The purpose of the GAC is to control undesirable taste and odors, pesticides, and to assist in removal of turbidity from the city water supply on the following terms and conditions:

**A. PAYMENTS**

1. The City of Bloomington, IL will pay Calgon Carbon fees based on which option they choose. Monthly fees are as follows:
  - Supply and Installation of 5,532 cuft of Municipal Custom React: \$14,751.00 per month for 12 consecutive months, commencing the month the first delivery takes place. This monthly fee includes a 25% total make-up rate. Make-up is needed for two reasons, first is operational loses over time in the filters and two is due to handling and reactivation loses. Should the to make-up requirements be higher than 25%, we will supply more virgin Filtrasorb 300 to make up the difference. The price for additional supplies of Filtrasorb 300 is outlined in Exhibit I Section 6. The cost of the additional material will be spread out over 12 months and added to the MCR monthly fee.

**B. DURATION OF AGREEMENT**

1. This agreement will be in effect for 36 months from the date hereof. After 36 consecutive months, the City of Bloomington, IL has the option to extend the use of the GAC under an Extended Use Option. The Extended Use Option will be 50% of the base fee described in Section A. Payments. If different GAC options were utilized during the term, then the average of the Regular Payments over the 36 month term will be the basis for the Extended Use Rate. Warranties will not apply to Extended Use.

**C. PRIOR AGREEMENTS**

1. This Agreement supersedes any prior agreement and all amendments thereto, either written or oral, between the City of Bloomington, IL and Calgon Carbon. Payments under prior agreements shall be terminated upon execution of this Agreement by both parties. The entire agreement is contained herein, and there are no promises or

representations affecting this Agreement, and any terms and conditions appearing in any purchase order, or similar documents issued or accepted in connection with the services unless here stated and to be rendered hereunder shall be null and void.

The parties have mutually agreed to these terms and conditions as of the date designated above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date written below:

**CITY OF BLOOMINGTON, IL**

**CALGON CARBON CORPORATION**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## EXHIBIT I

### RESPONSIBILITIES OF CALGON CARBON

1. Calgon Carbon will supply Supervision and Labor to perform Removal, Custom Reactivation and Installation of the GAC in each of the Eighteen (18) gravity water filters at the City of Bloomington, IL Water Filtration Plant. The 12 older filters will contain 690 cubic feet each, while the 6 newer filters will contain 924 cubic feet each of Custom Reactivated GAC. The old filters measure 435 ft<sup>2</sup> with 19" of GAC. The new filters measure 462 ft<sup>2</sup> with 24" of GAC. Under the terms of this agreement, 5,532 cubic feet of Custom Reactivated material will be Custom Reactivated each year on a backwashed and drained density basis. Calgon Carbon includes a 25% make-up of virgin Filtrasorb 300. Refer to Exhibit III – Carbon Filter Schedule, for specific information.
2. GAC Removal or Delivery will begin 4<sup>th</sup> quarter of 2013.
3. Calgon Carbon will retain ownership of the activated carbon and will return the spent carbon to one of our reactivation facilities. Calgon Carbon will assure the City of Bloomington, IL that the spent carbon will be reactivated or disposed of in a safe and responsible manner. Reactivation will be performed if the carbon meets Calgon Carbon's spent activated carbon acceptance criteria listed in Exhibit IV. Calgon Carbon will notify the City of Bloomington, IL in writing of the final disposition of the spent carbon referenced herein. Custom Reactivation of the GAC does require additional paperwork and water quality testing will need to be submitted (Exhibit VI).

6. Additional GAC Requirements:

Price for Additional Filtrasorb 300: \$45.00/cubic foot.

This price is firm for the first year of the agreement and will then be adjusted as indicated in the Fee Adjustment section of this agreement.

Reasons for Additional GAC:

- Backwash loses
- Chemical spill or contamination
- Excessive lose due to attrition of GAC
- Additional make-up for Custom Reactivation in excess of 15%

## EXHIBIT II

### RESPONSIBILITIES OF THE CITY OF BLOOMINGTON, IL

1. Calgon Corporation Field Service will execute the removal and installation of all Custom Reactivated GAC.
2. The City of Bloomington, IL will provide the necessary water, electricity, and suitable drainage to accomplish the transfer of the virgin and spent Filtrasorb 300 activated carbon or Custom Reactivated carbon.
7. The City of Bloomington, IL will confirm the volume of GAC in each filter in the following manner:
  - City will measure and mark the top of the filter bed prior to removing any GAC. After the removal of the GAC, the City will then mark and measure from the top of the support media to the initial line. With these measurements, as well as the dimensions of the filter, the City will be able to calculate the volume of GAC being returned.
8. The City of Bloomington, IL must submit an amendment to the Adsorbate Profile Document prior to each year's Custom Reactivation cycle. This form is attached as Exhibit VI. Additional water quality testing must be submitted along with this documentation.

**EXHIBIT III**

**CARBON DELIVERY SCHEDULE**

<b>Year</b>	<b>Month</b>	<b>Volume Delivered (cubic ft)</b>
2013	October	5,532
2014	October	5,532
2015	October	5,532

## EXHIBIT IV

### CRITERIA FOR RETURN FOR REACTIVATION OF NON-RCRA SPENT GRANULAR ACTIVATED CARBON (GAC)

The following ACCEPTANCE CRITERIA **must** be met for return for reactivation:

<b><u>Characteristic/Property</u></b>	<b><u>Limits of Acceptability</u></b>
<b>Size</b>	<b>Greater than or equal to 12x40 mesh</b>
<b>pH Range</b>	<b>Greater than 2.0 and less than 12.5</b>
<b>Ignitable (per RTM-10)</b>	<b>Not Acceptable</b>
<b>Dioxins (by testing, court decree or definition)</b>	<b>Not Acceptable</b>
<b>Polychlorinated Biphenyls (PCBs)</b>	<b>Not Acceptable</b>
<b>1,2-Dibromo-3-chloropropane (DBCP)</b>	<b>Not Acceptable</b>
<b>Radioactivity</b>	<b>Not to exceed Background Level</b>
<b>Sodium</b>	<b>Maximum of 0.1 wt.%</b>
<b>Halogenated/Aromatic Volatiles (SW 846 - Methods 8010/8020)</b>	<b>Maximum of 2000 ug/g (Blue Lake plant only)</b>

Note1 : Spent Granular Activated Carbon to be returned for reactivation shall be free of any foreign debris (rock, wood, metal, etc.) or extraneous impurities, free of oil and grease, easily wetted by water, and free flowing.

Note 2: Acceptance for reactivation of spent carbon which has not been supplied by Calgon Carbon Corporation must be investigated on a case-by-case basis.

EXHIBIT VI

**ADSORBATE PROFILE DOCUMENT  
ADDENDUM REACTIVATED MEDIA  
Initial Qualification and Requalification of Spent Media**

**This form must be attached to the ADSORBATE PROFILE DOCUMENT form number APD 03/01/07.**

**Date:** \_\_\_\_\_ **Carbon Acceptance No.:** \_\_\_\_\_

**Facility Name:** \_\_\_\_\_

**Source water analysis attached (analysis representing substances the carbons media will be exposed to): Y / N**

**If source water analysis is not available, a sample must be submitted. Please contact whenderson@calgoncarbon-us.com to determine if a raw water or treated water (pre carbon) should be collected and for ship to information.**

**Was the carbon media material being returned NSF ANSI 61 listed?  
Y / N**

**Supplier:** \_\_\_\_\_ **Product Trade Name:** \_\_\_\_\_ **Mesh Size:** \_\_\_\_\_  
/ /

**Has the carbon media material previously been reactivated? Y / N**

**Is the carbon media being returned from a public water system (publicly or privately owned) as defined by USEPA regulations (40CFR 141.2), or equivalent regulations in Canada and other countries where applicable? Y / N**

**Has the carbon media been used ONLY for drinking water? Y / N**

**Has the carbon media been exposed to any unusual water conditions or contamination spills? Y / N**

**FACILITY NAME:** \_\_\_\_\_

I, the Generator and/or Authorized Agent, certify this **Adsorbate Profile Document Addendum Reactivated Media** and all the attachments, contain true and accurate descriptions of the spent activated carbon media and all of the relevant information within the possession of the Generator regarding known or suspected hazards pertaining to the spent carbon has been disclosed to Calgon Carbon Corporations. I, the Generator and/or Authorized Agent, acknowledge that Calgon Carbon Corporation must rely on the Generator certification of all chemical and physical characteristics of hazardous substances managed or processed by Calgon Carbon Corporation.

I acknowledge that any changes in character or loading, which deviate from this profile warrant completion of a new Adsorbate Profile Document Addendum Reactivated Media. Calgon Carbon Corporation reserves the right to rescind any spent carbon returns, which differs from the approved profile.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Calgon Carbon Corporation, as a consideration of the customer's release of the above information and any Calgon subsequent data provided, agrees to treat such information as confidential property and will not disclose such information to others except as required by law and facility operating permits.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_



**CALGON CARBON CORPORATION  
POTABLE WATER SERVICE (PWS) AGREEMENT  
WITH  
THE CITY OF BLOOMINGTON, IL  
2013 AMENDMENT**

**Contents**

- 1. Agreement - Revised**
- 2. Exhibit I: Responsibilities of Calgon Carbon - Revised**
- 3. Exhibit II: Responsibilities of Customer - Revised**
- 4. Exhibit III: Carbon Filter Schedule - Revised**
- 5. Exhibit IV: Criteria for Return for Reactivation of Spent Carbon**
- 6. Exhibit VI: Adsorbate Profile Document Addendum Reactivated  
Media - Added**



**CALGON CARBON CORPORATION  
POTABLE WATER SERVICE AGREEMENT  
2011 AMENDMENT**

THIS AMENDMENT made and agreed upon as of the 24th day of August 2011, by and between Calgon Carbon Corporation (Calgon Carbon) and the City of Bloomington, IL. Calgon Carbon hereby agrees to provide our Municipal Custom Reactivation to the City of Bloomington, IL water treatment facility for use in its Eighteen (18) gravity water treatment filtration units. Each year of this contract, Calgon will supply the GAC for four (4) of the older filter units and three (3) of the new filter units. The old filter units each contain 690 cubic feet of GAC, while the new filter units contain 924 cubic feet. Each year a total of 5,532 cubic feet will be supplied on a backwashed and drained density basis. The purpose of the GAC is to control undesirable taste and odors, pesticides, and to assist in removal of turbidity from the city water supply on the following terms and conditions:

**A. PAYMENTS**

1. The City of Bloomington, IL will pay Calgon Carbon fees based on which option they choose. Monthly fees are as follows:
  - Supply and Installation of 5,532 cuft of Municipal Custom React: \$14,751.00 per month for 12 consecutive months, commencing the month the first delivery takes place. This monthly fee includes a 25% total make-up rate. Make-up is needed for two reasons, first is operational losses over time in the filters and two is due to handling and reactivation losses. Should the to make-up requirements be higher than 25%, we will supply more virgin Filtrasorb 300 to make up the difference. The price for additional supplies of Filtrasorb 300 is outlined in Exhibit I Section 6. The cost of the additional material will be spread out over 12 months and added to the MCR monthly fee.

**B. DURATION OF AGREEMENT**

1. This agreement will be in effect for 36 months from the date hereof. After 36 consecutive months, the City of Bloomington, IL has the option to extend the use of the GAC under an Extended Use Option. The Extended Use Option will be 50% of the base fee described in Section A. Payments. If different GAC options were utilized during the term, then the average of the Regular Payments over the 36 month term will be the basis for the Extended Use Rate. Warranties will not apply to Extended Use.

**C. PRIOR AGREEMENTS**

1. This Agreement supersedes any prior agreement and all amendments thereto, either written or oral, between the City of Bloomington, IL and Calgon Carbon. Payments under prior agreements shall be terminated upon execution of this Agreement by both parties. The entire agreement is contained herein, and there are no promises or

## EXHIBIT I

### RESPONSIBILITIES OF CALGON CARBON

1. Calgon Carbon will supply Supervision and Labor to perform Removal, Custom Reactivation and Installation of the GAC in each of the Eighteen (18) gravity water filters at the City of Bloomington, IL Water Filtration Plant. The 12 older filters will contain 690 cubic feet each, while the 6 newer filters will contain 924 cubic feet each of Custom Reactivated GAC. The old filters measure 435 ft<sup>2</sup> with 19" of GAC. The new filters measure 462 ft<sup>2</sup> with 24" of GAC. Under the terms of this agreement, 5,532 cubic feet of Custom Reactivated material will be Custom Reactivated each year on a backwashed and drained density basis. Calgon Carbon includes a 25% make-up of virgin Filtrasorb 300. Refer to Exhibit III – Carbon Filter Schedule, for specific information.
2. GAC Removal or Delivery will begin 4<sup>th</sup> quarter of 2013.
3. Calgon Carbon will retain ownership of the activated carbon and will return the spent carbon to one of our reactivation facilities. Calgon Carbon will assure the City of Bloomington, IL that the spent carbon will be reactivated or disposed of in a safe and responsible manner. Reactivation will be performed if the carbon meets Calgon Carbon's spent activated carbon acceptance criteria listed in Exhibit IV. Calgon Carbon will notify the City of Bloomington, IL in writing of the final disposition of the spent carbon referenced herein. Custom Reactivation of the GAC does require additional paperwork and water quality testing will need to be submitted (Exhibit VI).
6. Additional GAC Requirements:

Price for Additional Filtrasorb 300: \$45.00/cubic foot.

This price is firm for the first year of the agreement and will then be adjusted as indicated in the Fee Adjustment section of this agreement.

Reasons for Additional GAC:

- Backwash loses
- Chemical spill or contamination
- Excessive lose due to attrition of GAC
- Additional make-up for Custom Reactivation in excess of 15%

## EXHIBIT II

### RESPONSIBILITIES OF THE CITY OF BLOOMINGTON, IL

1. Calgon Corporation Field Service will execute the removal and installation of all Custom Reactivated GAC.
2. The City of Bloomington, IL will provide the necessary water, electricity, and suitable drainage to accomplish the transfer of the virgin and spent Filtrasorb 300 activated carbon or Custom Reactivated carbon.
7. The City of Bloomington, IL will confirm the volume of GAC in each filter in the following manner:
  - City will measure and mark the top of the filter bed prior to removing any GAC.
  - After the removal of the GAC, the City will then mark and measure from the top of the support media to the initial line. With these measurements, as well as the dimensions of the filter, the City will be able to calculate the volume of GAC being returned.
8. The City of Bloomington, IL must submit an amendment to the Adsorbate Profile Document prior to each year's Custom Reactivation cycle. This form is attached as Exhibit VI. Additional water quality testing must be submitted along with this documentation.

**EXHIBIT III**

**CARBON DELIVERY SCHEDULE**

<b>Year</b>	<b>Month</b>	<b>Volume Delivered (cubic ft)</b>
2013	October	5,532
2014	October	5,532
2015	October	5,532

## EXHIBIT IV

### CRITERIA FOR RETURN FOR REACTIVATION OF NON-RCRA SPENT GRANULAR ACTIVATED CARBON (GAC)

The following ACCEPTANCE CRITERIA **must** be met for return for reactivation:

<u>Characteristic/Property</u>	<u>Limits of Acceptability</u>
Size	Greater than or equal to 12x40 mesh
pH Range	Greater than 2.0 and less than 12.5
Ignitable (per RTM-10)	Not Acceptable
Dioxins (by testing, court decree or definition)	Not Acceptable
Polychlorinated Biphenyls (PCBs)	Not Acceptable
1,2-Dibromo-3-chloropropane (DBCP)	Not Acceptable
Radioactivity	Not to exceed Background Level
Sodium	Maximum of 0.1 wt.%
Halogenated/Aromatic Volatiles (SW 846 - Methods 8010/8020)	Maximum of 2000 ug/g (Blue Lake plant only)

Note1 : Spent Granular Activated Carbon to be returned for reactivation shall be free of any foreign debris (rock, wood, metal, etc.) or extraneous impurities, free of oil and grease, easily wetted by water, and free flowing.

Note 2: Acceptance for reactivation of spent carbon which has not been supplied by Calgon Carbon Corporation must be investigated on a case-by-case basis.

EXHIBIT VI

**ADSORBATE PROFILE DOCUMENT  
ADDENDUM REACTIVATED MEDIA  
Initial Qualification and Requalification of Spent Media**

**This form must be attached to the ADSORBATE PROFILE DOCUMENT form number APD 03/01/07.**

**Date:** \_\_\_\_\_ **Carbon Acceptance No.:** \_\_\_\_\_

**Facility Name:** \_\_\_\_\_

**Source water analysis attached (analysis representing substances the carbons media will be exposed to): Y / N**

**If source water analysis is not available, a sample must be submitted. Please contact whenderson@calgoncarbon-us.com to determine if a raw water or treated water (pre carbon) should be collected and for ship to information.**

**Was the carbon media material being returned NSF ANSI 61 listed?  
Y / N**

**Supplier:** \_\_\_\_\_ **Product Trade Name:** \_\_\_\_\_ **Mesh Size:** \_\_\_\_\_  
/ /

**Has the carbon media material previously been reactivated? Y / N**

**Is the carbon media being returned from a public water system (publicly or privately owned) as defined by USEPA regulations (40CFR 141.2), or equivalent regulations in Canada and other countries where applicable? Y / N**

**Has the carbon media been used ONLY for drinking water? Y / N**

**Has the carbon media been exposed to any unusual water conditions or contamination spills? Y / N**

**FACILITY NAME:** \_\_\_\_\_

I, the Generator and/or Authorized Agent, certify this **Adsorbate Profile Document Addendum Reactivated Media** and all the attachments, contain true and accurate descriptions of the spent activated carbon media and all of the relevant information within the possession of the Generator regarding known or suspected hazards pertaining to the spent carbon has been disclosed to Calgon Carbon Corporations. I, the Generator and/or Authorized Agent, acknowledge that Calgon Carbon Corporation must rely on the Generator certification of all chemical and physical characteristics of hazardous substances managed or processed by Calgon Carbon Corporation.

I acknowledge that any changes in character or loading, which deviate from this profile warrant completion of a new Adsorbate Profile Document Addendum Reactivated Media. Calgon Carbon Corporation reserves the right to rescind any spent carbon returns, which differs from the approved profile.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Calgon Carbon Corporation, as a consideration of the customer's release of the above information and any Calgon subsequent data provided, agrees to treat such information as confidential property and will not disclose such information to others except as required by law and facility operating permits.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_



FOR COUNCIL: October 14, 2013

**SUBJECT:** Change Order of \$1,042.79 in a Professional Services Agreement with Hanson Professional Services, Inc.

**RECOMMENDATION/MOTION:** That the Change Order of \$1,042.79 be approved for work done by Hanson Professional Services, Inc. during the inspection of the Evergreen Lake Reservoir spillway and bridge.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure and Facilities

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

**BACKGROUND:** The Evergreen Lake Reservoir spillway was inspected in late 2011 and subsequent to that inspection, a report was produced. The final report and correspondence with IDOT was completed in the summer of 2013. Since it was not anticipated that the bridge structure would be in as a degraded condition as it was found once the inspection was initiated, Hanson Engineers had to complete more analyses to determine the safe limits on the bridge until it can be repaired or replaced.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** There were no Community Groups contacted for this petition as it is a routine matter.

**FINANCIAL IMPACT:** This change order will require the payment of an additional \$1,042.79 from the Water Purification-Engineering Services budget (50100130-70050). Funds are available in this line item to cover the change order. Stakeholders may locate this on page 144 in the FY 2014 Budget book titled "Other Funds & Capital Improvement Program".

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water Department

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

---

Motion: \_\_\_\_\_

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

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



FOR COUNCIL: October 14, 2013

**SUBJECT:** Agreement with Ecology Action Center for Solid Waste 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 and Goal 5. Great place—livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective , efficient manner, and Objective 5a. Well-planned City with necessary services and infrastructure.

**BACKGROUND:** The proposed three year (3) agreement with the Ecology Action Center (EAC) stems from the EAC's need to ensure operating funds and stability in the event that the McLean County Landfill ceases operations. The landfill is operated by American Disposal Services of Illinois, a subsidiary of Allied Waste Industries Inc.. It is projected to remain in operation into 2016. The EAC agreement covers 2014, 2015 and 2016.

As part of its landfill contract, Allied pays EAC indirectly out of Allied's dumping charge, called a tipping fee, to provide the bulk of the EAC's budget. This money is allocated through the McLean County Solid Waste Fund. Due to this funding, the City currently pays nothing out of its budget to sustain the general operations of the EAC.

By the letter of Solid Waste Program Agreement currently before the Council, the City obligates itself for up to \$140,336.55 over three (3) years to support general operations of the EAC. The Town of Normal obligates itself to up to \$96,676.29. McLean County obligates itself to a maximum \$74,846.16. Amounts are prorated by population.

As a practical matter, all three (3) units of government should pay far less - unless by unforeseen circumstance the landfill abruptly closes. It is possible that the City will pay nothing. The agreement specifies that the obligation becomes effective only if the tipping fee revenue for the EAC is lost.

Longer term, the agreement could set the stage for community governments to directly sustain the EAC. The McLean County Landfill is the only landfill in the county, and currently no plan has been proposed to expand it to keep it in operation beyond 2016.

**Efficiency:** EAC provides an efficiency of scale and avoids some duplication of service by the three (3) local governments: City, Town and County.

**Agency service:** The EAC has been a vital partner with the City, Town and County in providing public education services. It also has filled gaps in service – organizing, for example, periodic collection of household hazardous waste. It is located at 202 W. College Ave., Normal. Its web site, [ecologyactioncenter.org](http://ecologyactioncenter.org), serves as clearinghouses of information for the full breath of

recycling information. Its work stands out for quality and reliability. Among services, EAC keeps abreast of regulations and files mandatory reports to the Illinois Environmental Protection Agency on behalf of the City, Town and County.

**Accountability:** The ability to work cooperatively has been exceptional and the EAC operates with an air of transparency. The Solid Waste Management Policy Committee consists of the McLean County Board Director, Mayor of Bloomington, Mayor of Normal, McLean County Regional Planning Commission Chair serves as this board's Chairman. The Solid Waste Management Technical Committee consists of the Bloomington City Manager, the Normal City Manager, the Executive Director of the Mclean County Regional Planning Commission and the Director of the Mclean County Department of Building and Zoning.

**Agency history:** The EAC was founded in 1971 as Operation Recycle during the emerging modern U.S. environmental movement. It started as an all-volunteer group. It evolved into a professional, full-time agency while using both paid and volunteer workers to address a range of issues and to partner with communities and their governments. The name EAC was officially adopted in 2004.

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

**FINANCIAL IMPACT:** The City pays nothing as long as the landfill continues to operate and pay for the EAC through the McLean County Solid Waste Fund. Tipping fees from the landfill are projected to cover all costs of the City's obligation at least for 2014 and 2015 and possibly 2016 as well.

In the event that the Center loses this tipping fee revenue, total payments by the three (3) local governments for 2014 are a combined \$8,444 per month, with the City obligated to pay the population prorated share of \$3,799.80 (forty-five percent/45%). Rises in the consumer price index would be used to calculate cost of living increases for 2015 and 2016 but with a maximum annual increase of three percent (3%). Stakeholders can locate the City portion of the expenditure source if the Center loses this tipping fee revenue in the FY 2014 budget book titled "Other Funds & Capital Improvement Program" under Solid Waste-Landfill Fees (54404400-70650).

Without the EAC, the City would look to replace at least some of its services in-house. To staff's knowledge, no other local agency is similarly positioned to undertake the work accomplished by EAC. The City would have to add staff or reallocate resources to serve functions now carried out by the EAC.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by:

Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Agreement

---

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

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

## SOLID WASTE PROGRAM AGREEMENT

This agreement is entered into as of this 1st day of January, 2014, by and between the City of Bloomington, Town of Normal, and County of McLean (hereinafter referred to as the "City", "Town", and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

### A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Solid Waste Program, hereafter referred to as the "Program", to include solid waste and waste reduction education programs for the City, Town, and County and assist the City, Town, and County in meeting the requirements of the Illinois Solid Waste Management Planning and Recycling Act, which requires Illinois counties to administer a solid waste management plan to reduce waste and recycle 40% of the waste generated.

### B. Period of Agreement:

The period of this agreement is three (3) years, commencing January 1, 2014 and ending December 31, 2016. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

### C. Services:

#### 1. City, Town, and County

The City, Town, and County shall:

- a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee and
- b. provide funding for the project in accordance with item "D" of this agreement.

#### 2. Center

The Center shall:

- a. provide a Solid Waste Coordinator for the community
- b. act as the community solid waste agency
- c. provide the solid waste and waste reduction services to the City, Town, and County as outlined in Appendix A; and
- d. complete the following reporting requirements: 1) quarterly progress reports including leading performance indicators to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) annual reports to the Illinois Environmental Protection Agency when required;<sup>1</sup> 3) five year updates to the McLean County Integrated Solid Waste Management Plan as required; and 4) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

---

<sup>1</sup> Due to state cutbacks, IEPA is currently not accepting annual recycling rate and MSW generation reports for compilation.





## APPENDIX A Services Provided

The Center shall:

a. perform the following administrative and technical responsibilities as Community Solid Waste Coordinator:

- facilitate and record minutes of meetings of the Solid Waste Technical Committee;
- coordinate and administer Solid Waste Grant Program involving schools and rural communities;
- facilitate submission of grant proposals by local businesses and schools and apply for relevant grants for McLean County, such as solid waste planning grants and/or household hazardous waste collection grants;
- organize and promote Household Hazardous Waste Collection events as funding is available;
- annually determine McLean County's recycling rate as prescribed by the Illinois Environmental Protection Agency ("IEPA") and provide this information to the Solid Waste Technical Committee, City, Town, and County, public and the IEPA;
- coordinate McLean County Solid Waste Plan updates including submission to the IEPA;
- maintain familiarity with existing and pending solid waste regulations;
- coordinate implementation of McLean County Solid Waste Plan;
- review pollution control facility site applications as needed.<sup>2</sup>

b. provide the following solid waste management and program coordination services:

- coordinate the battery recycling program at Interstate Batteries and Batteries Plus;
- coordinate the CFL recycling program at area drop-offs;
- administer the plastic garden pot recycling program;
- maintain and moderate the McLean County Freecycle group, a free electronic exchange community to reduce waste;
- assist schools and businesses in adopting recycling programs;
- coordinate two Freecycle Free-For-All events each year;
- coordinate sustainability events to encourage recycling within the context of other environmentally positive practices;
- offer the McLean County Recycling and Waste Reduction Awards Program, including soliciting entries and evaluate applications, award certificates and recognize winners at meetings and through the media;

c. provide the following solid waste/waste reduction education and outreach services :

- provide a community waste and recycling information center open to the public 32 hours/week for telephone and walk-in information;

---

<sup>2</sup> *If a pollution control facility permit review requires more than 15 hours of EAC staff time, reimbursement (including FICA/UI) in excess of 15 hours shall be provided by the appropriate governing body (City, Town, or County) from the siting review fee upon completion of the permit review process. Per 415 ILCS 5/39.2(k) "A county board or governing body of a municipality may charge applicants for siting review under this Section a reasonable fee to cover the reasonable and necessary costs incurred by such county or municipality in the siting review process."*

- offer comprehensive online listings of local waste recycling and disposal options to include traditional municipal recycling, nontraditional recycling, and household hazardous wastes;
  - promote recycling, composting, waste reduction, reuse, and proper household hazardous waste disposal through multiple media channels—social media, electronic, and stories in traditional media;
  - produce and illustrate instructions to residents on how to recycle;
  - conduct hands-on recycling and waste reduction programs in Bloomington, Normal, and County elementary schools;
  - design and produce materials to encourage new recyclers;
  - offer events promoting recycling and sustainable practices such as America Recycles Day and the Illinois Sustainable Living and Wellness Expo;
  - write and distribute publicity as necessary;
  - offer after school recycling programs offered for area youth at various locations;
  - offer a recycling education and promotion program for middle and high school students on request;
  - offer summer library reading programs for Bloomington, Normal, and County Public Libraries;
  - provide speakers to community groups including civic groups, religious groups, and social groups;
  - provide resources to encourage public event recycling where feasible at Bloomington and Normal events;
  - offer recycling and waste reduction information at public events and festivals;
  - provide newsletters to McLean County residents by download on the EAC website;
  - provide online newsletters to email subscribers on a regular basis;
  - act as a resource for local educators;
  - create and present educational displays;
  - develop public information materials;
  - create opportunities for public interest stories in local news media through press releases;
  - participate in regional and state solid waste initiatives when appropriate;
  - provide adult educational workshops on topics such as composting
  - update recycling and hazardous waste information for the [www.Earth911.com](http://www.Earth911.com) national website and local websites;
  - promote source reduction of Household Hazardous Wastes.
- d. provide for the administration of the program to include:
- the submission of quarterly progress reports to the City, Town, and County on the activities conducted in compliance with this agreement;
  - the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
  - the submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
  - the invoices for services performed in accordance with item “D” of this agreement and;
  - the reporting of program activities to the McLean County Solid Waste Technical Committee and other local government entities as requested.

e. evaluate effectiveness through key performance measures to include:

### **Leading Indicators**

- Goal: Visit 70% of eligible classrooms in McLean County, Bloomington, and Normal for elementary school recycling and waste reduction education programs. Reaching this target means directly engaging with approximately 1,500 students.
- Goal: Visit 60% of public libraries within McLean County, Bloomington and Normal and provide a summer reading program on recycling and waste reduction topics. Reaching this target means directly engaging with approximately 300 library patrons.
- Goal: Provide recycling and waste reduction education programs at 80% of after school programs, reaching approximately 200 students.
- Goal: Provide recycling and waste reduction presentations for 25 local groups or approximately 750 individuals including civic groups, scouts, preschools, non-target school groups, university classes. In practice the EAC provides these programs for nearly 100% of those requesting the services.
- Goal: Promote recycling and sustainable practices to direct audiences utilizing social media channels including Facebook, Twitter, LinkedIn, and YouTube with a target of 30,000 interactions annually.
- Goal: Provide and promote comprehensive online resources on recycling and waste disposal for Bloomington, Normal, and McLean County with a target of 12,000 visits to these pages annually.

### **Lagging Indicator**

As the main goals of the McLean County Solid Waste Program are to increase recycling while increasing source reduction, the annual measurement and reporting of these rates by the EAC can act as lagging indicators of the success of outreach efforts. However, the value of this performance indicator is also limited by other factors impacting recycling and waste generation rates, such as accessibility of recycling programs and macroeconomic forces. While quantifying source reduction of municipal solid waste is problematic, tracking recycling rates is much more reliable. Per the 2012 Five Year Update to the McLean County Integrated Solid Waste Management Plan, the county-wide recycling rate goal is currently set at 40%, which will also serve as the EAC's target for purposes of this indicator. The 2012 calculated recycling rate was 36.5%.

## APPENDIX B

### Demonstration of Need

#### **Statutory Requirements**

The Illinois Solid Waste Planning and Recycling Act of 1991 requires solid waste planning by all Illinois counties with specific emphasis on cooperative agreements between local units government. Specific requirements of this act include:

- creation and adoption of a county solid waste management plan to include a recycling program;
- designation of a recycling/solid waste coordinator to administer the program;
- establishment of a target within the plan for increasing community-wide recycling rates;
- public education and notification programs to increase recycling;
- provisions for compliance, including incentives;
- review and updating of the solid waste plan every five years.

#### **Benefit**

There are significant global and local benefits from recycling, waste reduction, and proper household hazardous waste disposal. Recycling of materials and waste reduction conserve natural resources, reduce energy costs associated with extraction, transportation, and processing of virgin materials, and reduce air and water pollution emissions from avoided energy consumption. Source reduction and proper disposal of household hazardous wastes are substantial factors in protecting local groundwater and surface water supplies in addition to contributing to increased child safety at home by reducing accidental exposure risks.

No less significant are the fiscal benefits from recycling; It is well established that providing recycling services is less expensive than landfilling waste because of the revenues realized when collected materials are sold as commodities. As volumes of both waste landfilled (at a cost) and waste recycled (at a subsidized cost due to commodity values) are impacted by education and outreach efforts, taxpayers directly benefit from EAC's services.

#### **Cost Efficiency**

The Ecology Action Center provides public outreach, education, and technical services at a very cost-effective rate. The program staff are not only trained environmental science professionals with a combined 50+ years of nontraditional education and program coordination experience, but are extremely passionate and dedicated to their work.

Due to the EAC's 501(c)(3) nonprofit organization designation which allows for tax deductions to donors, program cost savings can be realized through discounted or donated goods and services which are not possible in the commercial sector. The EAC's offices and public facility are not only leased at a favorable rate from the Town of Normal, but are extremely energy efficient and inexpensive to heat and cool with its grant-funded geothermal retrofit and significant weatherization. These factors combined with no fleet vehicles result in a low overhead cost for EAC's operations.

The roughly \$100,000 annual contract costs include the following:

- EAC staff time (including interns) comparable to approximately 1.5 FTE including FICA/UI;
- approximately 500 volunteer hours of labor annually worth \$11,070;<sup>3</sup>
- authorized travel reimbursement at IRS rates;
- program supplies, printing, postage;
- leveraging of additional services of public benefit through partnerships with other nonprofit and for-profit partners;
- advertising and promotions via traditional and cost-effective social media;
- administrative overhead.

---

<sup>3</sup> The estimated value of volunteer time for 2012 is \$22.14 per hour.  
[http://www.independentsector.org/volunteer\\_time](http://www.independentsector.org/volunteer_time)

## APPENDIX C

### Ecology Action Center Highlights 1971-present

1971: One day recycling drive collecting newspapers, cans, and glass bottles leads to formation of “Operation Recycle,” predecessor to the Ecology Action Center.

1971-1982: Recycling drives staffed by volunteers held every 4-7 weeks at three locations in Bloomington and Normal; 200-300 tons collected annually. Operation Recycle donates over \$10,000 in profits from sales of recyclables for environmental improvements in McLean County.

1983: Operation Recycling partners with Mid-Central Community Action to establish a full time recycling center to increase recycling volumes and to train and employ lower income individuals.

1985: Operation Recycle calls for creation of a municipal solid waste committee with members appointed by Bloomington-Normal mayors.

1991: McLean County Board adopts McLean County Integrated Solid Waste Management Plan (ISWMP) in accordance with Illinois Solid Waste Planning and Recycling Act.

1990s: Bloomington and Normal take over residential recycling services.

2001: McLean County Regional Planning Commission sub-contracts Operation Recycle to provide solid waste education services as part of McLean County Solid Waste Program.

2004: Operation Recycle officially changes its name to the Ecology Action Center (EAC). McLean County, Bloomington, and Normal contract the EAC to coordinate administration and implementation of the McLean County Solid Waste Program, including recycling and waste reduction education programs for Bloomington, Normal, and McLean County to meet the requirements of the Illinois Solid Waste Management Planning and Recycling Act.

2011: In partnership with Illinois Wesleyan University, EAC creates the “MEGA Recycling Event,” which accepts non-traditional recyclables—electronics, textiles, clothing, plastic garden pots, household batteries and CFLs—and also encourages recycling of these materials at various locations in McLean County year-around.

2011-2012: EAC spearheads fundraising campaign to hold first-ever locally funded Household Hazardous Waste Collection Event in McLean County, raising over \$143,000 and \$32,000 in-kind contributions. Over 160,000 pounds of hazardous materials were collected from approximately 3,000 households.

2012: EAC holds first major central Illinois zero-waste event by implementing waste-reduction strategies at its annual Illinois Sustainable Living and Wellness Expo. Less than one bag of trash was generated for 4,300 event participants. For the first time the EAC annual calculation of community-wide waste and recycling rates demonstrates a significant drop in total waste generated (including recyclables) while also showing a positive increase in overall recycling rates to 36.5%. The combination of simultaneous source reduction and increased recycling is the ideal position.



FOR COUNCIL: October 14, 2013

**SUBJECT:** Bike Path initial phase and contracting for a Bicycle Plan

**RECOMMENDATION/MOTION:** That City staff be authorized to erect signage and paint lane markings along Front Street from Downtown to the Constitution Trail for shared bike lanes and designated bike lanes and along the Prairie St./Park Str. Corridor from Downtown to Illinois Wesleyan University (IWU) for shared bike lanes, that the attached Resolution be adopted and Staff be authorized to enter into an agreement with the League of Illinois Cyclists for preparation and production of a “Bicycle Plan-Basic” in an amount not to exceed \$11,750.

**STRATEGIC PLAN SIGNIFICANCE:** 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; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1d. City services delivered in the most cost-effective, efficient manner, 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; Objective 5a. Well-planned City with necessary services and infrastructure, Objective 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; Objective 6d. Healthy adjacent neighborhoods linked to Downtown.

**BACKGROUND:** Members of the community have long been desirous of formal bike routes through the Twin Cities in addition to the traditional Constitution Trail. Bike routes through both shared lanes (“sharrows”) and designated bike lanes serve the recreational bicyclists and those who choose bicycles as a mode of transportation. Per the request of Mayor Renner, City Manager David Hales and members of staff have been engaged in recent talks to move this concept forward. Staff recommends two measures:

- In-house work done with City crews to create shared-lane signage and street pavement markings along the Prairie Street/Park Street Corridor from Downtown to Illinois Wesleyan University (IWU) and along Front Street/Grove Street. For Front Street, one block, from East Street to Prairie Street, would have bike-only designated lanes. The rest of the Front Street corridor would likely be a sharrow. The Front Street corridor would link with the Prairie/Park sharrow and continue east to the Constitution Trail, linking with the Trail near McClun Street. To the west, the Front Street sharrow would continue to the Constitution Trail intersection near Allin Street. The routes will link neighborhoods to Downtown and create a bike route that links destinations: Downtown, Wesleyan, the Constitution Trail and Uptown Normal.
- Contracting with the League of Illinois Cyclists for a strategic bike plan.

Based on Staff/Council member conversations with the League, we are certain that the Front-Prairie corridors will feed into the plan and not contradict it. The majority of the Front/Prairie

work would be completed in the 2013 calendar year. These two sharrow corridors would serve as the first phase of a broader bike plan produced with the League.

**Markings, Signage and Sharrows:** Typically, not all portions of bike paths through cities provide designated bike lanes. Often, they involve sharrows. Such will be the case in the Bloomington plan. This first phase of the Bloomington bike plan includes only one small portion of designated bike lane – along Front from East to Prairie. The rest of the Front/Prairie bike route will likely be sharrow lanes. The sharrows seek to safely encourage bicycle traffic along lower volume and slower streets while also providing bicyclists and motorists with continual reminders of their respective rights and duties.

By law, motorists passing persons using bicycles must give them at least three feet of clearance when passing them (625 ILCS 5/11-703). In effect, motorists should change lanes to pass cyclists in most instances. Motorists commonly disobey this law and squeeze the cyclists while passing in the same lane. When a community installs designated Lane Sharing, it reduces safety problems by providing reminders of the law and encouraging cyclists to use streets judged to be safer than others because of their construction, traffic volume and vehicle speeds.

The painted white markings and yellow signage shown below were selected by Staff for three reasons: Compliance with the Manual on Uniform Traffic Control Devices, desirability of the signage and the fact that it mirrors Normal’s existing signage and markings for sharrow lanes and will provide continuity between the cities.

*Photo from School Street in Normal. Bloomington staff proposes the same design.*



## Marking Sharrows

Staff intends to post two yellow signs, one above the other on a single sign post, approximately every 1,000 feet or as needed, for its shared lanes (sharrows). Placement near intersections will be most useful as it alerts motorists turning onto the street. This mirrors the standard used in the Town of Normal.



In addition, sharrows will feature on-street markings painted in white at approximately 250-foot intervals. As with signs, their placement will be strategic to ensure that motorists and cyclists who enter the street from an intersection will be aware of the shared-street designation.



### **‘Bicycle Plan-Basic’**

The proposal for a bike plan is outlined in the attachment. Staff believes the proposal by the League of Illinois Bicyclist to be extremely reasonable and notes that the League already has undertaken basic planning at no cost. The League is headquartered in Aurora, IL. Its local members have been advocates and partners with the City in initial discussions. The League would engage Staff and members of the public, including the Friends of the Constitution Trail, in forging the plan. It also will consult with IWU, which is interested in extending bike paths through campus, and consult the Town of Normal’s Bicycle and Pedestrian Master Plan during the planning. The League approximates spending a maximum of 170 hours of its staff time on the plan at a cost of \$65 per hour plus travel costs.

It is important to note that this item is not in the current Fiscal Year 2014 Action Plan. With the rest of work that staff is currently focused on with the approved Action Plan, there is concern with resource levels.

*At this time, Staff recommends that the City forego the “Extra Planning Tasks” available in the League proposal.*

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** League of Illinois Cyclists, Friends of the Constitution Trail, Illinois Wesleyan University, Town of Normal.

**FINANCIAL IMPACT:** The League contract would cost up \$11,750 including League travel costs. Although not budgeted in FY 2014, the Engineering budget can assume this cost. For Stakeholders this can be found in the FY 2014 Budget book titled “Budget Overview & General Fund” on page 347 under the budget Engineering-Other Professional Services (10016210-70220). \$95,390 was budgeted in this line item and as of October 8, 2013 \$89,816.75 is still available.

**Possible contribution:** The Friends of the Constitution Trail has expressed a desire to contribute up to \$5,000 toward the project. A formal arrangement has not been finalized.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Public Works Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Finance Director

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Resolution  
Attachment 2. League of IL Bicyclists Proposal  
Attachment 2. Maps

---

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

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

RESOLUTION 2013-\_\_\_\_\_

**A RESOLUTION ADOPTING A BIKE PLAN  
FOR THE CITY OF BLOOMINGTON, ILLNOIS**

Whereas, members of the Bloomington-Normal community are desirous of using portions of the public streets as bicycle routes by means of the use of shared lanes known as “shallows” and designated bike lanes; and

Whereas, under Illinois law the intended and permitted users of public streets are persons using motor vehicles; and

Whereas, although the bicycle routes recommended by the staff of the City of Bloomington are the safest alternatives reasonably available using current engineering standards, a possibility of injury to person or damage to property will always exist when bicycles and motor vehicles share the public streets; and

Whereas, municipalities are generally immune from liability for injuries occurring on property used for recreational purposes or for access roads or trails; and it is the legislative determination of the City Council that the City has used the most conservative means available using current engineering standards to safely designate bicycle routes on the public streets and does not intend by this action to waive any tort immunities it has under Illinois law;

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

That the bike route plan recommended to the City of Bloomington by the City staff in its memo and attachments submitted to the City Council at its regular meeting on October 14, 2013 is hereby adopted; and

That the preamble to this Resolution and the aforesaid memo and attachments is incorporated by reference and adopted as the legislative action of the Bloomington City Council as though fully set forth herein.

Passed this \_\_\_\_\_ day of October, 2013.

Approved this \_\_\_\_\_ day of October, 2013.

---

Tari Renner, Mayor

ATTEST:

---

City Clerk



# League of Illinois Bicyclists



2550 Cheshire Dr., Aurora, IL 60504  
www.BikeLIB.org, 630-978-0583, lib@bikelib.org

## Board of Directors

Frank Brummer, President  
Teutopolis

Dick Westfall, Vice President  
Tallula

Jerry Erb, Treasurer  
Bloomington

Mike Bentley  
Oswego

Bill Donels  
Springfield

George Fero  
Lebanon

Bob Hoel  
Elmhurst

Anne Johnson  
Murphysboro

Sue Jones  
Urbana

Karl Kohlrus  
Springfield

Laura Kuhlman  
Winfield

Mike Pula  
Dunlap

Al Sturges  
Park Forest

## Advisory Council

Ed Bartunek  
Cook County Forest Preserve District

Tim Holt  
SRAM Corporation

State Representative Elaine Nekritz

Craig Williams  
Alta Planning and Design

## Staff

Ed Barsotti, Executive Director  
Aurora

Gina Kenny, Outreach Director  
Orland Park

Gin Kilgore, Program Manager  
Chicago

To: Mayor Tari Renner and Mr. David Hales  
From: Ed Barsotti  
Date: July 31, 2013  
Subj: LIB proposal for bicycle planning assistance  
*Corrected Oct 2, 2013*

Dear Mayor Renner and Mr. Hales,

We have learned, through Doug Oehler, that you would like a proposal outline on how the League of Illinois Bicyclists may assist the City of Bloomington with a bicycle plan. Thanks for your interest! We hope to be able to provide the technical and strategic assistance Bloomington seeks to develop this plan.

Attached is our proposal detailing the products and process of a "basic" bicycle plan for Bloomington, with a listing of additional options for your consideration.

LIB's consultant rate is \$65 per hour, plus travel costs (mileage). Our basic plan estimate, assuming responsibilities are shared as listed, ranges from \$7650 to \$11750 *including* a maximum of \$700 in travel expenses. Additional options cost another \$130-\$520 each.

Again, thank you for seeking this proposal. I think you'll find, as 15 other Illinois cities have, that we can provide thorough, expert technical and strategic assistance in a very cost-effective way.

Sincerely,

Ed Barsotti

**City of Bloomington**  
**Bicycle Plan Proposal and Cost Estimates**  
**League of Illinois Bicyclists, July 31, 2013** (*Oct 2, 2013 corrections*)

Based on our bike planning experiences in other towns, the League of Illinois Bicyclists (LIB) proposes the following tasks and products for a comprehensive bicycle plan, developed in conjunction with appropriate city staff (City) and a bike plan steering committee (Committee). A “Basic” plan is described, after which is a list of additional options that may possibly be desired.

Estimates of billable hours are provided. LIB’s rate is \$65/hour, plus travel costs *between* \$500-700.

**Bicycle Plan – Basic** (110-170 hours, \$7650-\$11750, *including* travel costs)

Gather public, Staff, and Committee input to identify routes to complete Bloomington’s bikeway network. Study and make recommendations for the various segments. Provide general implementation and non-infrastructure (education and enforcement) strategies. The process:

**1) Initial Committee Meeting** [5-6 hours, including preparation]

Shortly after notice to proceed, LIB would meet with staff and committee members to achieve the following:

- Review project scope, goals, and tasks
- Review and edit the proposed division of tasks among LIB, City, and Committee, to reduce some project duration and cost, and to engage the Committee
- Review and approve technical and strategic “guiding principles” criteria to be used in developing infrastructure recommendations and other plan suggestions
- Review LIB’s plan for a public brainstorming workshop, and make arrangements

**2) Public Brainstorming Workshop** [5-6 hours, including preparation]

LIB would lead a 90-minute, weeknight workshop for these purposes:

- Efficiently gather local bicyclist input on existing cycling conditions and needs
- Narrow the plan’s study focus to the most relevant subset of the City’s roadway and route corridors
- Assist in the assigning of implementation priority for specific routes
- Develop project support among the public and elected officials

LIB would moderate the workshop, with our standard agenda proposed to include:

- Explanation of the project and its goals
- Primer on bikeway types, non-infrastructure issues, and other potential plan outcomes
- Individual input: each attendee marks their own map with routes that should be studied
- Group input: attendees break into geographic regions, develop consensus priorities for those regions, and report back to the overall group

By following LIB’s typical publicity methods for the workshop, it is expected that 30-60 residents would attend, given Bloomington’s population.

**3) Development of Bikeway Network Recommendations** [depending on extent of the “routes to study” network, 75-105 hours for field work, analysis and recommendations, mapping]

After the brainstorming workshop input is processed, LIB would review and make additions to the network of “routes to study” with further input from Staff, Committee, relevant City and Parks & Recreation maps and plans, and neighboring agencies’ plans. The goal of a completed network would be to facilitate safer bicycle travel to key destinations and throughout the City.

LIB, with help from Staff and the Committee, would then collect the roadway and traffic data required to analyze each network route segment. Sources include field work and satellite imagery, supplemented by existing City data, wherever possible. During field work, adjustments to the “routes to study” network may be made, if needed.

LIB would use objective planning tools, including Bicycle Level of Service (BLOS) and in some cases the Sidepath Suitability Score, to consider feasible bikeway options, set accommodation level goals, justify recommendations, and assign implementation priority. Other guiding principles, including strategic and political issues that have affected other towns’ plans, would factor into the recommendations for each segment of the “routes to study”. Each segment would also be assigned a priority from input obtained through the public brainstorming workshop, as well as the City and Committee.

The bikeway types to be considered include those already seen in Bloomington (off-road trails and sidepaths) as well as on-road options such as bike lanes, signed bike routes with wayfinding, shared lane markings, combined bike/parking lanes, and paved shoulders. Innovative treatments such as bicycle boulevards would be discussed to gauge the City’s interest. Sidewalk gaps would be examined, especially on high-speed arterials and, for the sake of children, mostly, on those network routes where on-road bikeways are recommended. The busiest intersections and other key crossings would be examined for potential improvements for pedestrian and off-road bicycling safety. All recommendations would follow the AASHTO bicycle guide and the MUTCD.

Network segment analysis and recommendations would be summarized in a spreadsheet format to be included as an appendix to the plan. The spreadsheet would also be used with GIS software to create maps of existing bicycling conditions (BLOS), recommended network improvements by segment, resulting bicycling conditions (BLOS) after full implementation, and priority.

Before the writing of the plan, Staff and the Committee would review the recommendation maps and analysis spreadsheet.

#### **4) Writing the Plan [20-33 hours, depending on the extent of revisions]**

After development and review of the network recommendations, writing of the draft bike plan would commence.

To save project time and expense, general text from other LIB plans would be used as a starting point:

- Introduction, including goals and project history
- Bikeway types appearing in the recommendations (and already existing)
- Guidelines for bikeway recommendations – reflecting edits from the initial meeting
- Suggested guidelines and ordinances for road design, development, and bike parking
- Identification of existing education, enforcement, and encouragement resources which could be brought to or replicated in Bloomington
- General plan implementation strategies
- Grant overviews and strategies for major funding sources

This template would be edited with Bloomington-specific recommendations including:

- Specific recommendations and maps, with analysis spreadsheet, for the bikeway network
- General guidance on wayfinding signage
- Addition of any “Extra Planning Tasks” desired, below [*writing time included in hour estimates for those tasks, below*]
- Any other modifications desired by Bloomington to the template text, above

Finally, Staff and the Committee would review the draft plan, after which LIB would make revisions and finalize the plan document for Council approval.

#### **5) Present Draft Plan for Approval [5-20 hours, depending on extent of LIB’s role]**

LIB would lead or assist Staff in preparing and presenting the plan to the City Council.

## **Extra Planning Tasks**

In addition to the standard tasks of a basic LIB bicycle plan above, the following options are presented for Bloomington's consideration:

- **Additional Meetings with Staff and/or Committee:** While much can be handled via email and phone, one or two other face-to-face meetings at key points in the process may be desired. *[4-5 hours (\$260-\$325) per meeting, including preparation]*
- **Second Public Meeting:** Before City Council adoption, another public meeting could be held to present the draft plan. *[6-8 hours (\$390-\$520), including preparation]*
- **Bike Parking Retrofits:** With much input from the Committee, the plan's bicycle parking ordinance and general recommendations section could be supplemented with a prioritized list of locations needing retrofitted bike parking. *[2 hours (\$130), assuming Committee lead on priority location list]*
- **Capital Improvement Program:** Add specificity to the implementation section, and look for opportunistic implementation savings, by incorporating recommendations from a detailed review of the upcoming Capital/Street Improvement Programs. *[4 hours (\$260)]*
- **Police:** Meet with Bloomington Police Department to discuss specific bicycling issues, including training and enforcement opportunities, and available enforcement resources. *[2 hours (\$130)]*
- **Pedestrian Component:** LIB specializes in bicycle planning. However, on occasion, our plans have included a pedestrian component. This has included prioritized lists of where sidewalks should be added, as well as some suggestions for intersection and mid-block crossing improvements. We could estimate the required effort after knowing what, if anything, is desired in a pedestrian section.

## **Sharing of Responsibilities**

While LIB prides itself on our consulting work being economical and thorough, other demands and a lack of staff resources necessitate looking for ways to ensure timely completion of our contracts. To reduce project duration and billable hours to the City, and to use LIB's skills and available time most efficiently, we suggest the assignment of various plan tasks to Committee members and Staff – which could include an intern. The tasks recommended do not necessarily require bicycle planning experience and might be done more efficiently and/or effectively by those already having detailed knowledge of Bloomington. These include:

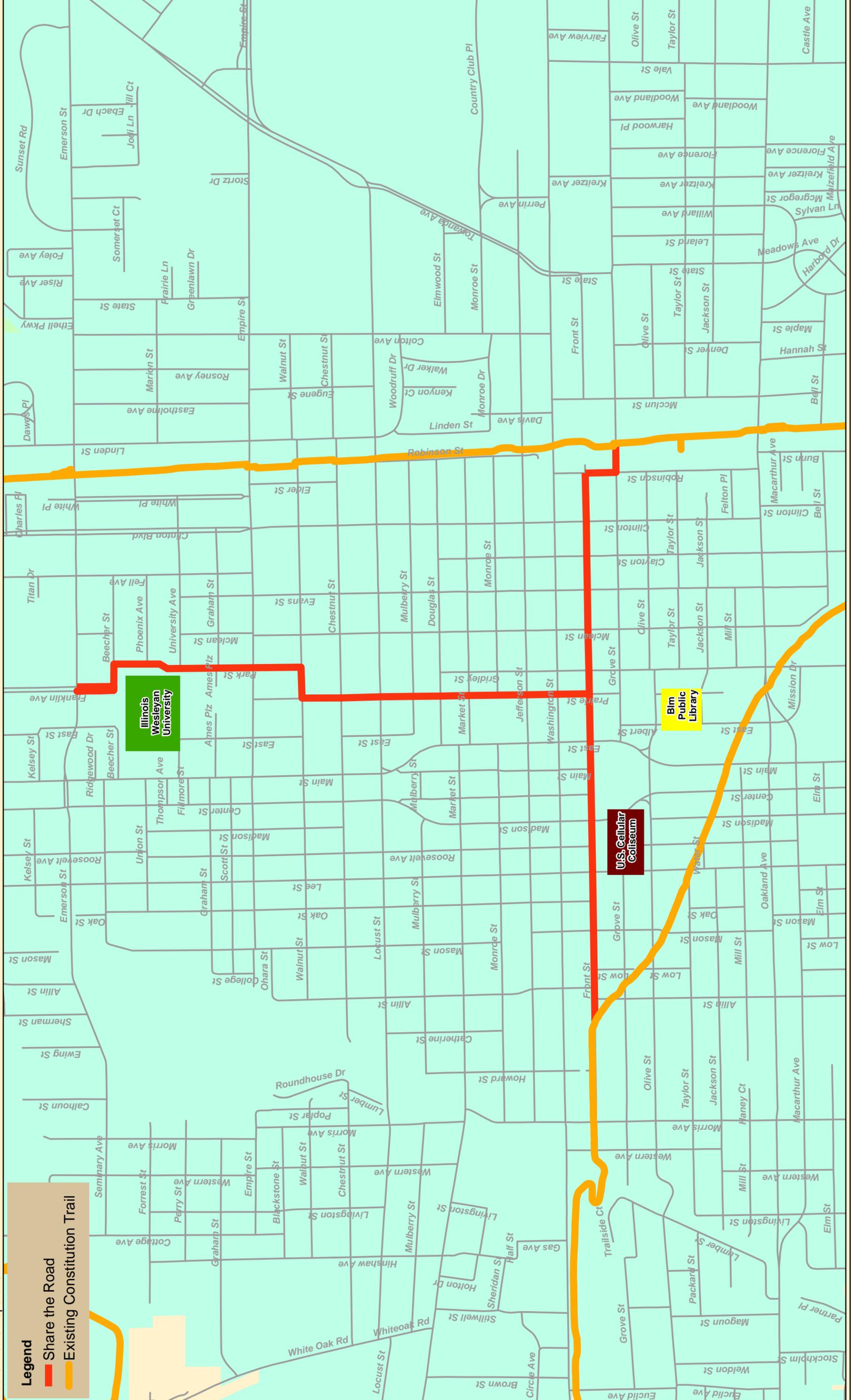
- Before the first meeting, the Committee marks a map with its own initial recommendations for additional segments to the bikeway network – this would be used as our starting point
- Also on a map, identify key bicycle and other travel destinations
- Publicize the public brainstorming workshop, with guidance and samples from LIB
- Processing of public input from the brainstorming workshop, with guidance from LIB
- Collection of neighboring agencies' bicycle plans and/or maps of existing bikeways
- Provide as much relevant road traffic and geometry information that exists for the "routes under study", in GIS and/or Excel format
- Gathering and mapping of bicycle crash data kept by the police department
- (If the bike parking retrofit component is desired) Committee develops a prioritized list of existing bike parking locations, and desired bike parking retrofits
- As much as possible, but with LIB assistance, Staff handles the various plan commission and council meetings (and final public meeting, if desired) needed for plan approval
- After plan completion, Staff and Committee work on non-infrastructure efforts listed in the plan

# Proposed Bikeways



**Legend**

- Share the Road
- Existing Constitution Trail





# Front Bikeway 2



0 25 50 100 Feet



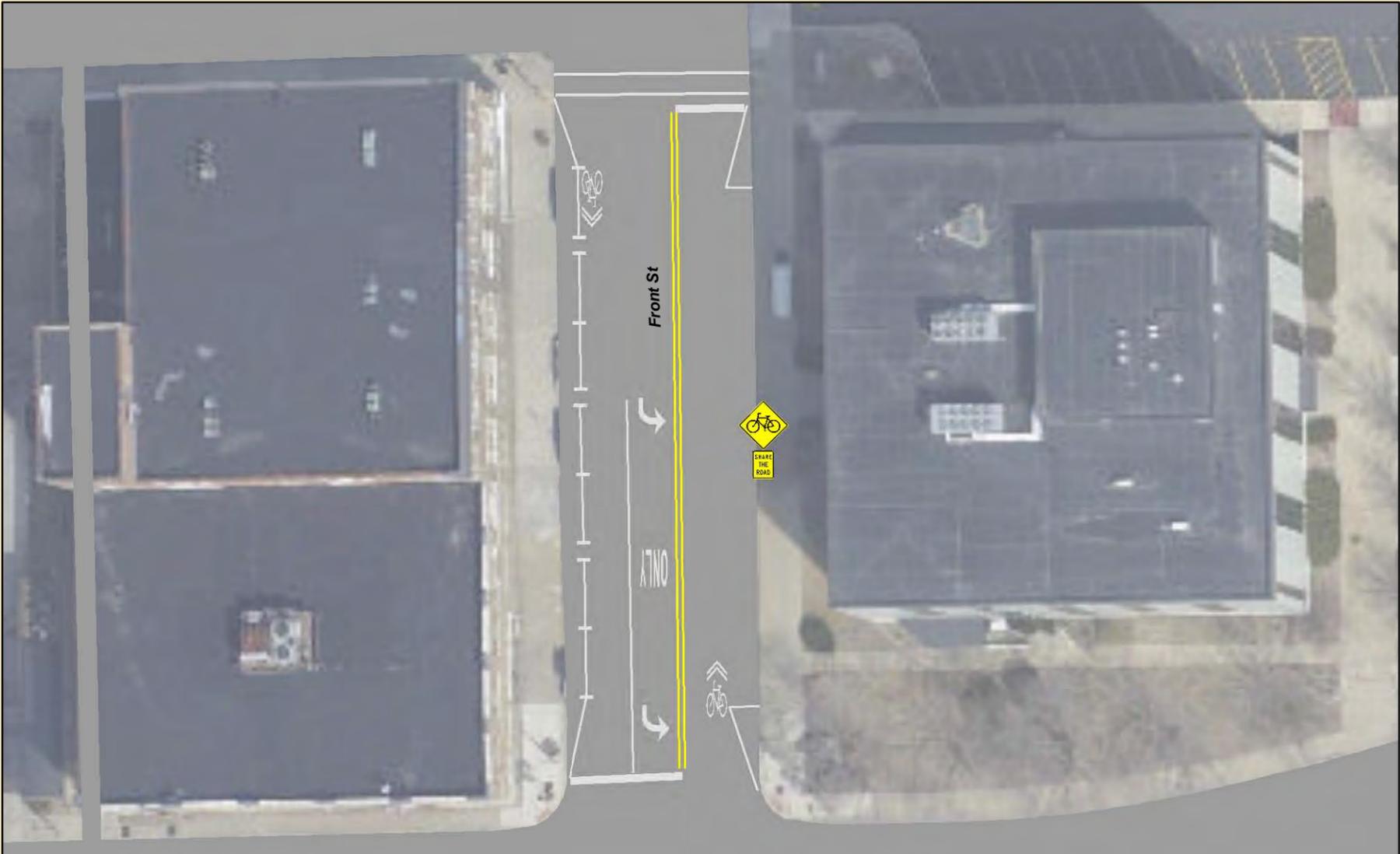
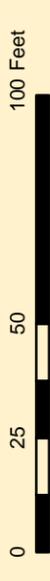
# Front Bikeway 3



0 25 50 100 Feet



# Front Bikeway 4



Madison St

Roosevelt Ave

Front St

# Front Bikeway 5



0 25 50 100 Feet



# Front Bikeway 6



0 25 50 100 Feet



# Front Bikeway 7



0 25 50 100 Feet



# Front Bikeway 8



0 25 50 100 Feet



Evans St



Front St



Clayton St



# Front Bikeway 9



Front St

Clinton St

# Front Bikeway 10



# Prairie Bikeway 1



# Prairie Bikeway 2



# Prairie Bikeway 3



Ames Plz

Graham St

Park St

SHARE THE ROAD

# Prairie Bikeway 4



Empire St

Prairie St

Walnut St



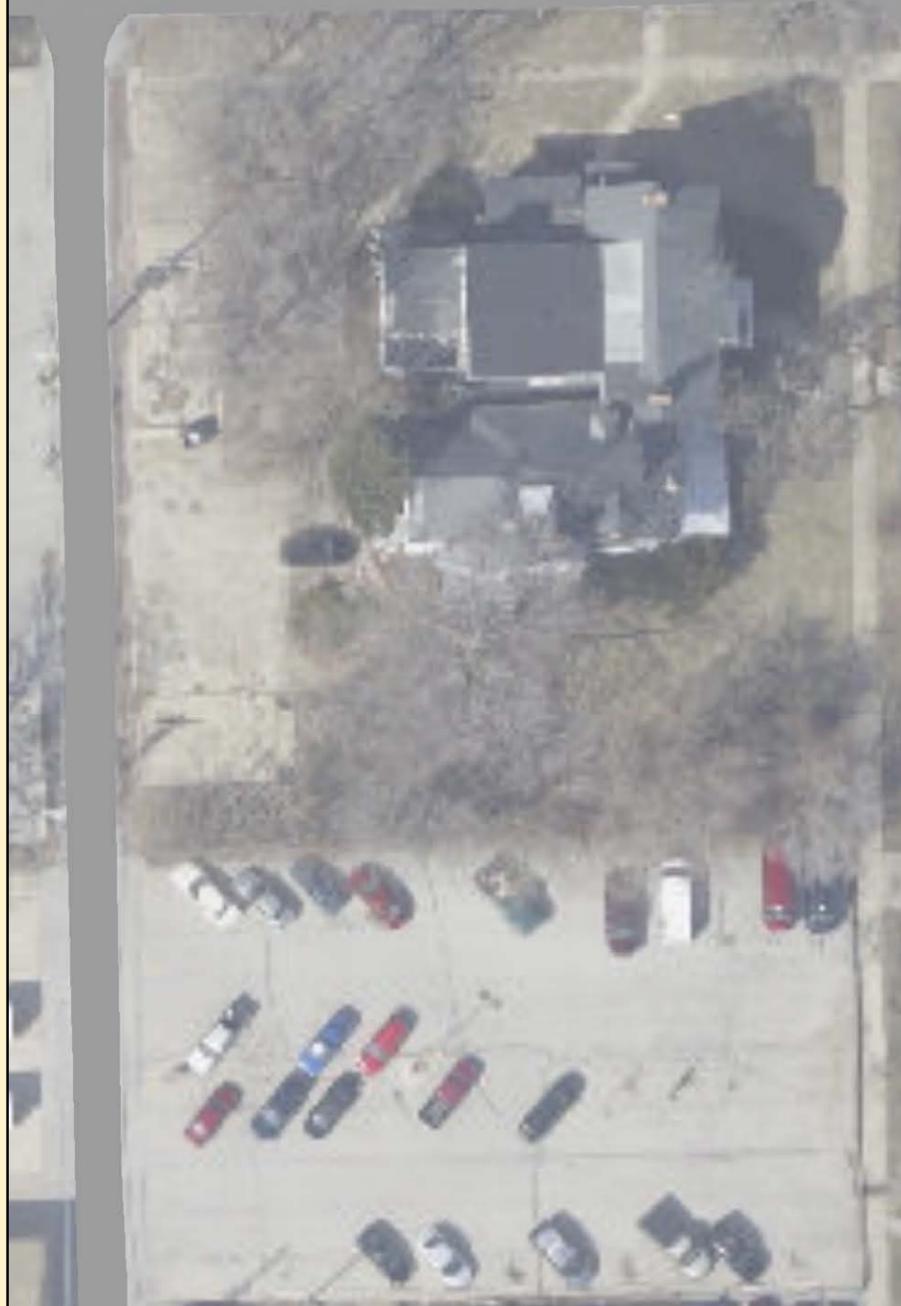
# Prairie Bikeway 5



Prairie St



Chestnut St



# Prairie Bikeway 6



Locust St

Mulberry St

Prairie St

# Prairie Bikeway 7



# Prairie Bikeway 8



# Prairie Bikeway 9

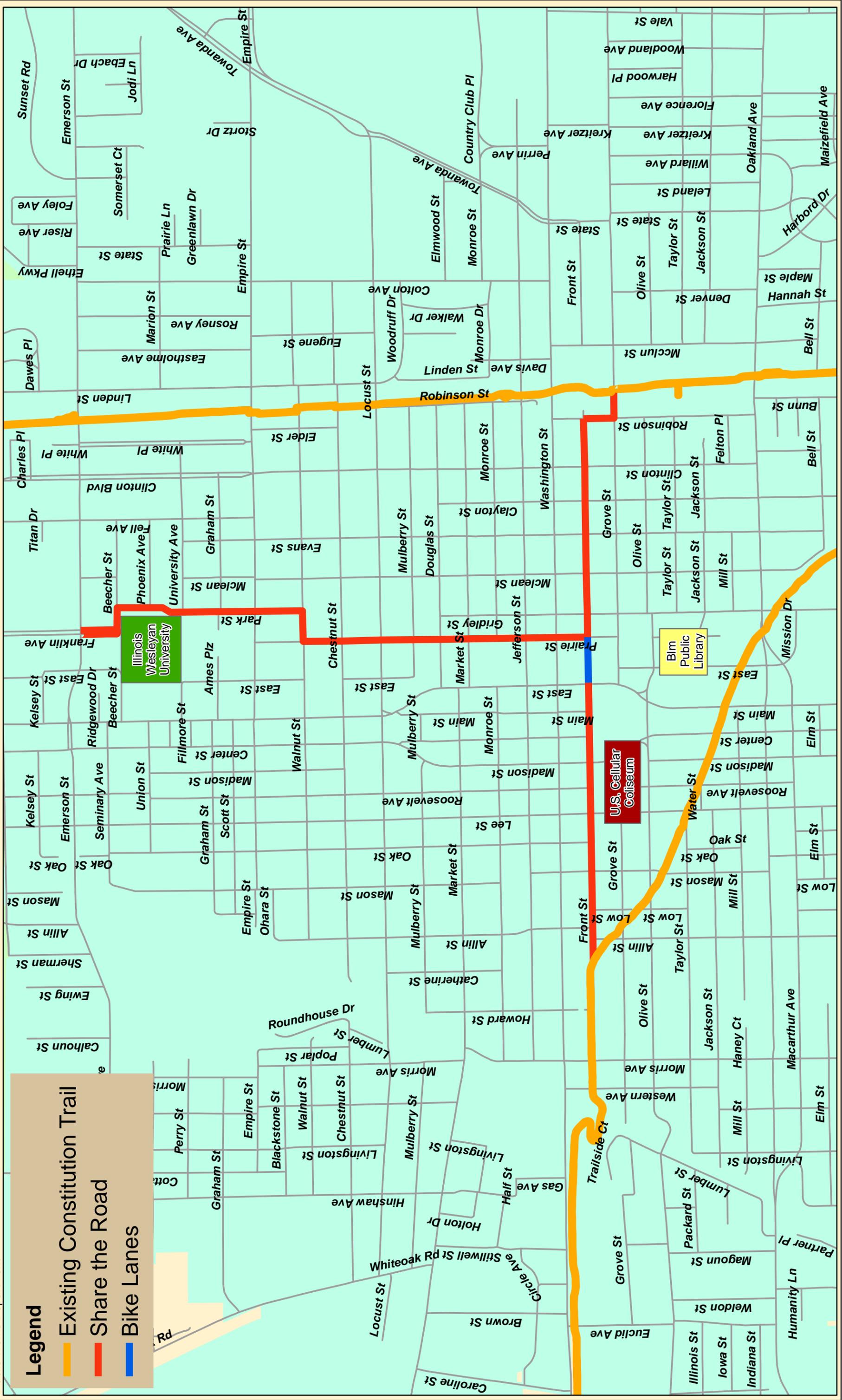


# Proposed Bikeways



**Legend**

- Existing Constitution Trail
- Share the Road
- Bike Lanes





FOR COUNCIL: October 14, 2013

**SUBJECT:** Application of Saheli 1810 Corp. d/b/a Bloomington Citgo, located at 1810 S. Morris Ave. requesting an GPBS liquor license, which would allow the sale of packaged beer and wine only for consumption off premises seven (7) days a week

**RECOMMENDATION/MOTION:** That an GPBS liquor license for Saheli 1810 Corp. d/b/a Bloomington Citgo, located at 1810 S. Morris Ave. be created, contingent upon compliance with all applicable health and safety codes.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application by Saheli 1810 Corp., d/b/a Bloomington Citgo, located at 1810 S. Morris Ave., requesting a GPBS liquor license, which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Ron Mudrick, Applicant's representative.

Commissioners absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Ron Mudrick, Manager and Applicant's representative, addressed the Commission. Sandipkumar Patel, President, owned thirty-two (32) convenience stores in Illinois and Indiana. Fourteen (14) stores held liquor licenses. The gas station would be converted to a Citgo. The store would offer beer and wine for sale. All customer service representatives were BASSET certified. Quarterly refresher courses were also offered. To complete an alcohol and/or tobacco sale, the employee must input the customer's age. The cash registers were connected to the Internet which allowed management staff to check the Date of Birth entries. The goal was to prevent underage sales.

Mr. Mudrick stated that there was another building on the property. The plan was to revive the property and freshen up the corner. Convenient stores operated on tight margins. The current store manager would remain at least through new staff training.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application by Saheli 1810 Corp., d/b/a Bloomington Citgo, located at 1810 S. Morris Ave., requesting a GPBS liquor license, which allows the sale of packaged beer and wine only for consumption off the premises seven (7) days a week be approved.

Motion carried, unanimously.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on August 30, 2013 in accordance with City Code. In accordance with City Code, one courtesy copy of the Public Notice was mailed. In addition, the Agenda for the September 10, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** Annual fee for a GPBS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

---

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

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



FOR COUNCIL: October 14, 2013

**SUBJECT:** Application of Parkway Partners, LLC d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd. requesting an RAS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

**RECOMMENDATION/MOTION:** That an RAS liquor license for Parkway Partners, LLC d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd. be created, contingent upon compliance with all applicable health and safety codes

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application by Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., requesting an RAS liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and John and James Mann, owner/operator and Applicant's representative, and Julia Davis, Applicant's attorney.

Commissioners absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Julia Davis, Applicant's attorney, addressed the Commission. Ms. Davis noted that John and James Mann were present at the hearing. She stated that there needed to be a correction to Liquor License Questionnaire, 3. Impact of Establishment (b) the time need to be changed from 5:00 until 7:00 p.m. to 4:00 until 11:00 p.m., seven (7) days a week.

Commissioner Renner questioned the sales percentage for alcohol. Ms. Davis noted that the majority of gross revenue would come from hotel room charges.

Commissioner Tompkins questioned room service and if alcohol would be provided. Ms. Davis informed the Commission that room service would not be available.

Commissioner Jordan cited the City's BASSET training ordinance. Ms. Davis noted the City's requirement. Commissioner Jordan informed the Applicant that Heartland Community College offered certified BASSET training. He added that the Residence Inn offered a small bar for its guests.

George Boyle, Asst. Corporation Counsel, questioned complimentary alcohol service. He questioned the terms and conditions. Ms. Davis noted that the manager's special would be offered during the week from 5:00 until 7:00 p.m. for business travelers.

John Mann, owner/operator and Applicant’s representative, addressed the Commission. The manager’s special was for hotel guests only. This was a nationwide, mandated Marriott program. It was brand standard. Free food and beer and wine only were offered to hotel guests. This program was established to accommodate hotel guests. There would be a small bar in the hotel. This bar was not for the public and there would be no advertising.

Commissioner Jordan questioned the giving away of alcohol and compliance with state law. Mr. Mann noted that the Residence would comply with standards. A hotel guest’s age would be verified. This program was offered at a Residence Inn located in Moline, IL which they also owned.

Commissioner Tompkins noted that these manager’s special programs were becoming standard.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application by Parkway Partners, LLC, d/b/a Marriott Residence Inn, located at 2180 Ireland Grove Rd., requesting an RAS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved.

Motion carried, unanimously.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on August 30, 2013 in accordance with City Code. In accordance with City Code, approximately three courtesy copies of the Public Notice were mailed. In addition, the Agenda for the September 10, 2013 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** Annual fee for a RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

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

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



FOR COUNCIL: October 14, 2013

**SUBJECT:** Petition submitted by Illinois Wesleyan University (IWU) requesting the Vacation of the Titan Dr. right of way west of Fell Ave. and the adjacent north-south alley right of way lying north of the easterly extension of the centerline of the vacated east-west alley in Block 6 in the Phoenix Addition

**RECOMMENDATION/MOTION:** That the Vacation be approved and the Ordinance passed.

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

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

**BACKGROUND:** IWU has petitioned to vacate or abandon the public right of ways for Titan St. and an adjacent alley. If approved the land used by both public right of ways will then be transferred to the adjacent property owner (IWU) as all of the adjacent land for both the alley and Titan Drive is owned by IWU. This is illustrated in the attached aerial photograph.

The purpose of the vacation is to enable IWU to control and maintain land which is adjacent to their parking lots. In the future, IWU desires to expand the parking areas near the Shirk Center. That expansion could be cumbersome and inefficient if the right of ways remained in place. Both are adjacent to IWU and do not serve any other property.

#### Streets and Traffic

The vacations will also alleviate the expense incurred by the City for maintaining and plowing a street and alley. Staff does not foresee traffic patterns changing for the area. IWU has testified that they have no intention to eliminate access to Fell Ave. This second access point, which serves a large parking area, is important for vehicle circulation as well as for emergency vehicles.

The Planning Commission held a public hearing on September 11, 2013. Todd Bugg, Petitioner's attorney and Carl Teichman, IWU Director of Government and Community Relations, spoke in support of the petition. They emphasized the desire for more efficient parking lot development as well as the City benefits described above. No one else from the public spoke in opposition to or in support of the petition. The Planning Commission voted 9 - 0 to recommend approval of the petition to the Council.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with Code and courtesy copies of the Public Notice were mailed to two (2) adjoining property owners. In addition, public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** No significant impact per the PACE Department.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark Huber, Director of PACE

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Signed Petition, Ordinance, Legal Description  
Attachment 2. Planning Commission Report – August 4, 2013  
Attachment 3. Planning Commission UNAPPROVED Minutes – September 11, 2013  
Attachment 4. Map  
Attachment 5. Notification List  
Attachment 6. Notification Map  
Attachment 7. Council Proceedings - 1993

---

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

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR THE VACATION OF  
TITAN DRIVE AND BLOCK 6 ALLEY**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of Titan Drive and Block 6 Alley; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said street and alley as requested in this case.

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

1. That Titan Drive and Block 6 Alley, as shown on the plats submitted with the Petition, are hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated street and alley for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.
3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## LEGAL DESCRIPTION

Titan Drive: All of Titan Drive lying east of and adjacent to the Northerly Extension of Lot 4 in Block 6 in Phoenix Addition except that portion of said street which has previously been vacated per ordinance recorded in Deed Book 443, Page 513.

Alley: All of the North-South alley in Block 6 in Phoenix Addition lying North of the Easterly extension of the centerline of the vacated East-West alley in said Block 6.

**PETITION FOR VACATION OF  
TITAN DRIVE AND BLOCK 6 ALLEY**

STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF MCLEAN     )

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come(s) Illinois Wesleyan University, hereinafter referred to as your Petitioner(s), respectfully representing and requesting as follows:

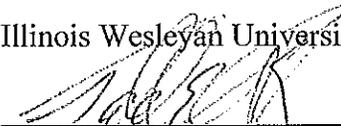
1. That your Petitioner is interested as Owners in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner(s) seek(s) approval of the vacation of Titan Drive and Block 6 Alley adjacent to said premises;
3. That said vacation of Titan Drive and Block 6 Alley is reasonable and proper because such street and alley are not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner(s) pray(s) that Titan Drive and Block 6 Alley be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

Illinois Wesleyan University, Petitioner

By:

  
\_\_\_\_\_  
Todd E. Bugg, Attorney

To: Bloomington Planning Commission

From: Staff

**Subject: V-03-13. Public hearing and review on the petition filed by Illinois Wesleyan University, requesting approval of the vacation of Titan Drive west of Fell Avenue and the adjacent north/south alley right of way lying north of the easterly extension of the centerline of the vacated East-West alley in Block 6 in the Phoenix Addition.**

Illinois Wesleyan University (IWU) is petitioning to vacate or abandon the public right of ways for Titan Street and an alley right off the same Street. If approved the land used by both public right of ways will then be transferred to the adjacent property owner (IWU).

The purpose of the vacation is to enable IWU to control and maintain the land which is adjacent to their parking lots. This will alleviate the expense incurred by the city of maintaining and plowing a dead end street. Staff does not foresee traffic patterns changing with the closures and the street and alley only serves IWU. There is no immediate proposal to close off access to Fell Street.

#### **RECOMMENDATION**

City staff recommends that the Bloomington Planning Commission pass a motion recommending City Council approval of this petition in **Case V-03-13** to vacate the aforementioned street and alley.

Respectfully submitted,

Mark Woolard  
City Planner

**UNAPPROVED MINUTES  
BLOOMINGTON PLANNING COMMISSION  
REGULAR MEETING,  
WEDNESDAY, SEPTEMBER 11, 2013, 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 E. OLIVE ST., BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. J Balmer, Chairperson Stan Cain, Mr. Rex Diamond, Mr. Jim Pearson, Mr. Ryan Scritchlow, Mr. Bill Schulz, Mr. Robert Wills, Mr. Charles Stuckey (arrived 4:04), Mr. David Stanczak (arrived 4:10)

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Mr. Kevin Kothe, City Engineer  
Mr. Mark Woolard, City Planner

**CALL TO ORDER:** Chairperson Cain called the meeting to order at 4:00 P.M.

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

**PUBLIC COMMENT:** None

**MINUTES:** The Commission reviewed the August 14, 2013 minutes. On page 1 in the last paragraph “did” is to be “do” after “residents who”. Mr. Balmer moved to approve the August 14, 2013 minutes as amended. Mr. Schulz seconded the motion which passed by a vote of 7 to 0 with the following votes being cast on roll call: Mr. Cain--yes; Mr. Wills--yes; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--yes; Mr. Scritchlow--yes; Mr. Diamond--yes; Mr. Stanczak--absent; Mr. Stuckey--absent.

**REGULAR AGENDA:**

**V-03-13. Public hearing and review on the petition filed by Illinois Wesleyan University, requesting approval of the vacation of Titan Drive west of Fell Avenue and the adjacent north/south alley right of way lying north of the easterly extension of the centerline of the vacated East-West alley in Block 6 in the Phoenix Addition.**

Chairperson Cain introduced the petition. Mr. Woolard explained the vacation of both the partial alley and the public street. Staff sights positives for the city as well as the University and recommends approval.

Chairperson Cain opened the public hearing. Mr. Todd Bugg, with Dunn Law Firm at 1001 N. Main Street, stated IWU is asking for a vacation for the remainder of Titan Drive and the alley that extends south. All surrounding property is owned by IWU. Mr. Bugg affirmed this vacation is a win/win for the city and university. There are no plans to close the important entry way onto Fell Street. He explained after the vacation, Titan Drive will not be an official street however IWU could keep the Titan Drive name. Mr. Bugg stated that since one side of the remaining alley is adjacent to privately owned property, IWU is only asking for a vacation for the part of the alley that is adjacent to IWU land. The reason is to not cause the private owner complications if they chose to sell the property in the future.

Mr. Carl Teichman, PO Box 2900, Bloomington, IL, stated the request for the vacated area stems from its current use by the university and in anticipated parking needs for the university. There has been an incremental acquisition of property in the area over the past several years. This request includes one of two entrance/exits to the Shirk Center Complex Parking Lot. Also, IWU has no current plan to change the property in the short run

which is in the next 3-5 years. Mr. Teichman assured the commission that there was no current plan to close the Fell Avenue entry. In fact Mr. Teichman agreed with the city that the University would need a second entrance for traffic flow and the possibility of emergency entrance to the facility. Kevin Kothe confirmed that we have letters from all utilities and an easement for such would remain. Mr. Teichman asked for approval of the petition.

Chairperson Cain asked if there were any members of the audience who wished to speak in opposition, in favor or if they had questions pertaining to the petition and no one spoke. Chairperson Cain then closed the public hearing.

Mr. Stuckey stated traffic flow concerns for both city and university were addressed. Mr. Stuckey moved with respect to case V-03-13 that we recommend city council approve it. Mr. Pearson seconded the motion which passed by a vote of 9-0 with the following votes being cast on roll call: Mr. Cain--yes; Mr. Wills--yes; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--yes; Mr. Scritchlow--yes; Mr. Diamond--yes; Mr. Stuckey--yes; Mr. Stanczak--yes

### **OLD BUSINESS:**

Mr. Woolard introduced the education agenda item – Transportation Planning. Mr. Kevin Kothe provided an update on the Washington Street makeover and how it will be presented to the council. He discussed a possible on-road biking route, bike venues, travel areas and corridors of availability. Mr. Kothe also explained the importance of safety measures in place for vehicles and then introducing bike lanes. Various streets were used as examples of possible changes, models and/or improvements. He also explained the need for access management and how a 2004 study is used as a reference guide to infrastructure planning and to improve safety. The Commission briefly discussed how the standards should be put into an ordinance and not merely used as a guide.

**NEW BUSINESS:** None

### **ADJOURNMENT**

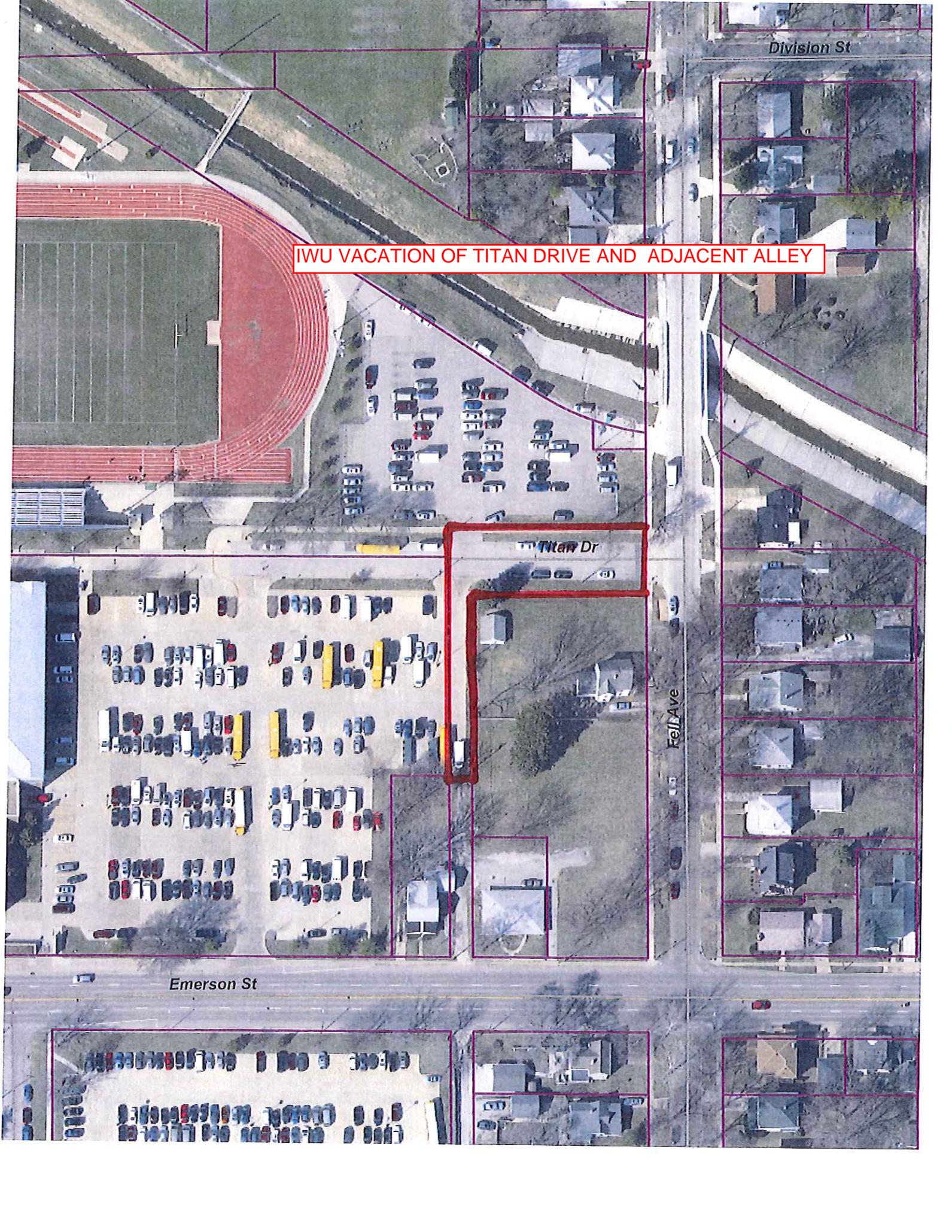
There being no further business to come to the Bloomington Planning Commission's attention, Mr. Balmer moved to adjourn and Mr. Diamond seconded the motion which was approved unanimously. The meeting was adjourned at 5.02 p.m.

Respectfully submitted,

Mark Woolard  
City Planner

#### For further information contact:

Mr. Mark Woolard, City Planner  
Government Center, 2nd Floor  
115 East Washington Street  
Bloomington, IL 61701  
Phone: (309) 434-2341 FAX (309) 434-2857



Division St

IWU VACATION OF TITAN DRIVE AND ADJACENT ALLEY

Titan Dr

Fell Ave

Emerson St

Division St

IWU VACATION OF TITAN DRIVE AND ADJACENT ALLEY

IWU

IWU

IWU

IWU

IWU

RUTH RICE

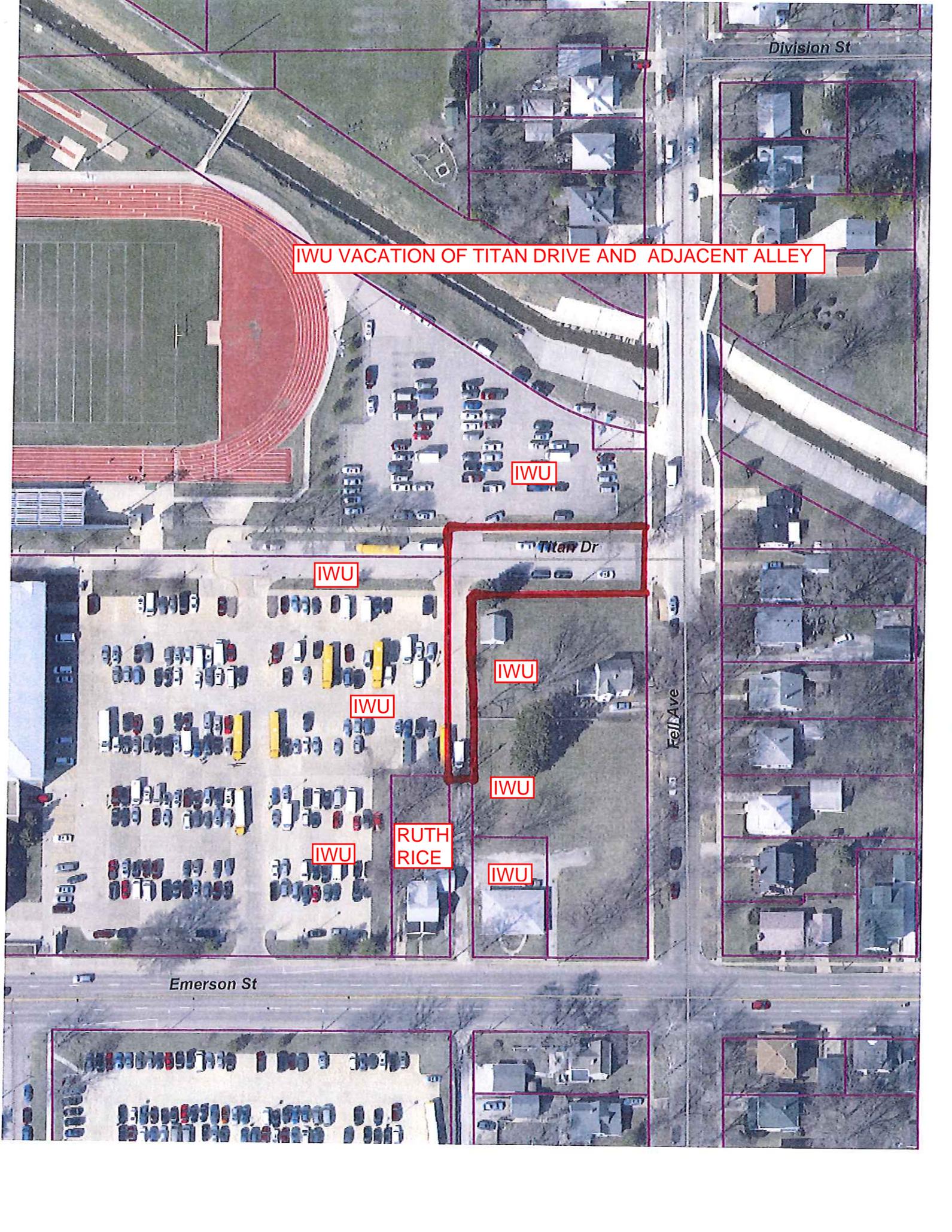
IWU

IWU

Fell Ave

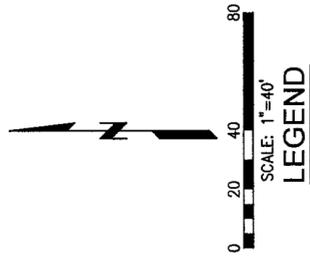
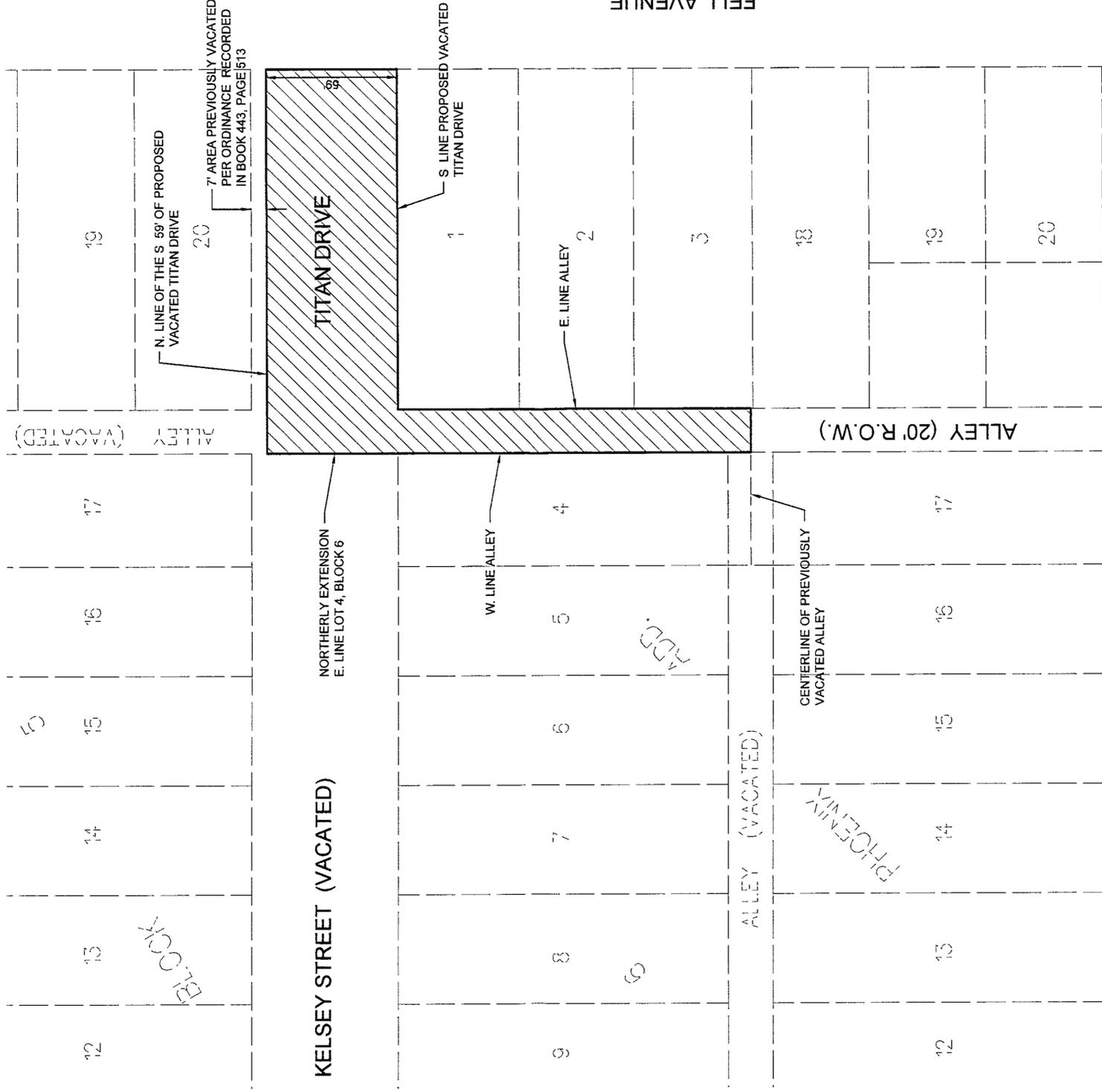
Titan Dr

Emerson St



# VACATION PLAT

PART OF SE 1/4 SEC 33, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



### LEGEND

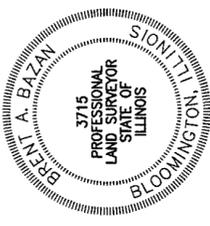
PORTION OF STREET OR ALLEY TO BE VACATED  
(AREA TO REMAIN AS PUBLIC UTILITY EASEMENT)



I hereby certify that this is a true plat of a portion of Titan Drive and a portion of the 20 foot wide North-South alley in Block 6 in Phoenix Addition to the City of Bloomington, in the Southeast Quarter of Section 33, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, to be vacated. Said Street and alley to be vacated are described as follows.

**Titan Drive Vacation:**  
All of Titan Drive lying east of and adjacent to the Northerly Extension of Lot 4 in Block 6 in Phoenix Addition except that portion of said street which has previously been vacated per ordinance recorded in Deed Book 443, Page 513

**North-South 20 feet Alley Vacation:**  
All of the North-South alley in Block 6 in Phoenix Addition lying North of the Easterly extension of the centerline of the vacated East-West alley in said Block 6.



FARNSWORTH GROUP, INC.  
2709 McGraw Drive  
Bloomington, IL 61704

By: *Brent A. Bazan*  
Brent A. Bazan  
Professional Land Surveyor No. 3715

DATE: 7-23-13  
EXP. DATE: 11-30-2014  
DESIGN FIRM REGISTRATION NO. 184-001856

ENGINEERS  
ARCHITECTS  
SURVEYORS  
SCIENTISTS

**Farnsworth GROUP**

2709 MCGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8485 / (309) 663-1571 Fax  
www.f-w.com

ISSUE: # \_\_\_\_\_ Date: \_\_\_\_\_ Description: \_\_\_\_\_

PROJECT: \_\_\_\_\_

**I.W.U. TITAN DRIVE**

BLOOMINGTON, ILLINOIS

Date: 07-23-13

Design/Drawn: SJB

Reviewed: \_\_\_\_\_

Book No.: \_\_\_\_\_ Field: \_\_\_\_\_

Project No.: 0130825.00

SHEET TITLE

**VACATION PLAT**

SHEET NUMBER:

**1**

File No.: 18-2094

AUG 27 2013

S.E. 1/4 SEC. 33, T.24N., R.2E., 3P.M.

RUTH RICE  
612 E FRONT ST  
BLOOMINGTON IL 617015314

ILLINOIS WESLEYAN UNIVERSITY  
PO BOX 2900  
BLOOMINGTON IL 617022900

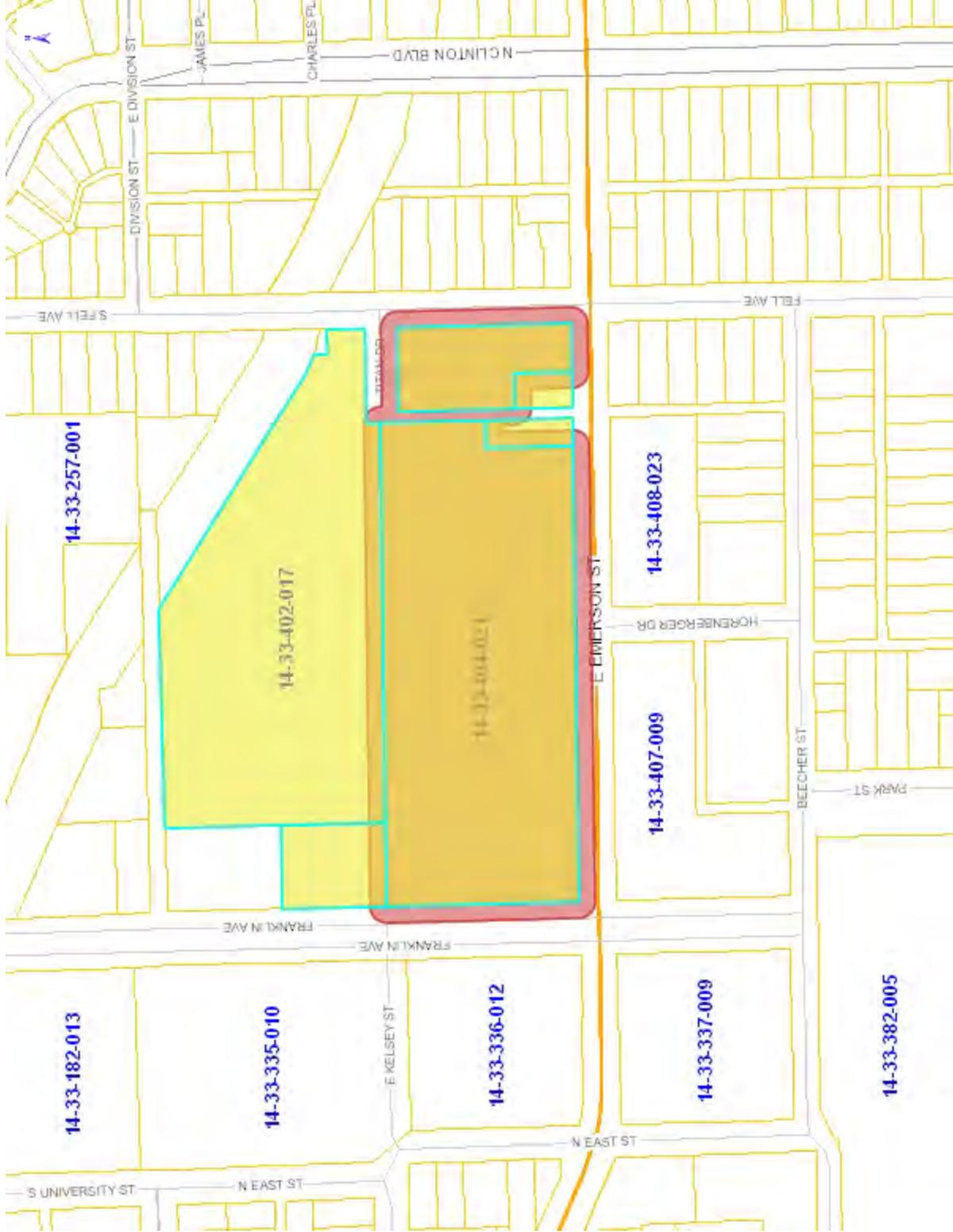
ILLINOIS WESLEYAN UNIVERSITY  
PO BOX 2900  
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY  
PO BOX 2900  
BLOOMINGTON IL 61702

ILLINOIS WESLEYAN UNIVERSITY  
PO BOX 2900  
BLOOMINGTON IL 61702



# Property Owners Notified Adjacent to Titan Street & Alley Re: Vacation



## 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

## Notes

By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

0.1 Miles 0.07



1: 4,403

Printed: 8/29/2013 3:45:58 PM

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition of Illinois Wesleyan University requesting the vacation of East Kelsey Street from Franklin Avenue to the northerly extension of the east line of Lot 4 in Block 6 in the Phoenix Addition to the City of Bloomington (413 E. Kelsey Street); the vacation of Horenberger Drive between East Emerson Street and East Kelsey Street, and the vacation of a 20' wide east-west alley in Block 6 of said Addition, east of Horenberger Drive (V-1-93).

**BACKGROUND INFORMATION:**

This petition includes approximately 902.5 lineal feet of the East Kelsey Street public right-of-way, 340 lineal feet of the Horenberger Drive public right-of-way, and 351.5 feet of 20 foot wide east-west alley public right-of-way. The reason for this request is to accommodate the construction of the Shirk Athletic Center, additional off-street parking for the center, and to allow Illinois Wesleyan University to exercise more control over the flow of vehicular traffic along the north and east side of the Athletic Center and through this new parking lot to be constructed to the east of the Center.

The University owns all of the property both north and south of East Kelsey Street between Franklin Avenue and North Fell Avenue and all of the property along Horenberger Drive between East Kelsey and East Emerson. The University also owns all of the property along the alley in question and five of the seven lots along the south side of this alley (Lots 11 through 14 and Lot 16 in Block 6 in the Phoenix Addition).

Vehicular access by the public to the north-south alley west of the lots in the 1500 block of North Fell Ave. between East Kelsey and East Emerson will not be affected by this vacation of public right-of-way. The City will reserve to itself and to all utilities an easement the full width of East Kelsey Street for the purpose of laying, installing, maintaining, repairing, removing or replacing any utilities, and the City will retain an access easement on East Kelsey for emergency response vehicles (fire trucks, rescue squad vehicles, and police vehicles).

**PLANNING COMMISSION:**

The Bloomington Planning Commission held a public hearing on this petition on February 24, 1993, Mr. Kenneth Browning, Illinois Wesleyan University Vice-President presented arguments in favor of this petition at the public hearing. Mr. Frank Deserto, 410 E. Emerson Street, testified in opposition to this petition at this hearing and asked the Commission to lay over this matter until he had more time for his attorney to study this subject. He argued that

this vacation will result in him being denied public access to the rear of his lot at 410 E. Emerson St.

After due consideration, the Planning Commission passed a motion by a vote of 6 to 0 recommending City Council approval of this petition with the exception of the east-west public alley which is adjacent to Lots 15, 16 17, in Block 6 of the Phoenix Addition (adjacent to 410, 412, and 414 East Emerson Street).

On March 3, 1993, Mr. Kenneth Browning advised the staff that Illinois Wesleyan University has entered into a contract to purchase Mr. Deserto's property at 410 E. Emerson St., a fact which removes his objection to this alley vacation. The staff recommends that this petition to vacate a portion of E. Kelsey St. Horenberger Drive and the east-west alley be approved as presented.

Respectfully submitted,

Kenneth Emmons,  
City Planner

Tom Hamilton  
City Manager

To the City of Bloomington:

This is to inform you that we have reached agreement with Illinois Wesleyan University for the purchase of the property at 410 East Emerson Street by Illinois Wesleyan University. We therefore no longer object to any part of the University's petition for closing portions of Kelsey Street and Horenberger Drive and the east-west alley adjacent to the rear of 410 East Emerson Street.

Frank DeSerto  
Owner of 410 E. Emerson Street.

PETITION FOR VACATION OF  
Portions of Kelsey Street and Horenberger Drive  
and All of the East-West Alley in Block 6 in the Phoenix Addition

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF MC LEAN )

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON,  
MC LEAN COUNTY, ILLINOIS

Now come(s) Illinois Wesleyan University hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibit(s) "B" attached hereto and made a part hereof by this reference;

2. That your Petitioner seeks approval of the vacation of the portions of Kelsey Street and Horenberger Drive and all of the east-west alley hereinafter described in Exhibit "A" attached hereto and made a part hereof by this reference, such streets and alley being adjacent to said premises;
3. That said vacation of the streets and alley described in Exhibit "A" is reasonable and proper because such streets and alley are not needed for public right-of-way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioners pray that the streets and alley described in Exhibit "A" be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,  
 ILLINOIS WESLEYAN UNIVERSITY  
 By: Kenneth C. Browning  
 Vice-President for Business & Finance

Exhibit "B"

Property Owned by Illinois Wesleyan University  
 Adjacent to Proposed Street and Alley Vacations:

Kelsey Street

Illinois Wesleyan University owns all property both north and south of Kelsey Street between Fell and Franklin Avenues

This property is described as

Lots 4 through 10 inclusive and Lot 1 in Block 6 in the Phoenix Addition  
 Lots 14 through 19 inclusive and Lot 11 in Block 4  
 Lots 11 through 17 inclusive and Lot 20 in Block 5  
 Lots 1 through 6 inclusive and Lot 13 in Block 7

all in the Resurvey of Blocks 4, 5, 7 and 11 in the Phoenix Addition.

Horenberger Drive

Illinois Wesleyan University owns all property both east and west of Horenberger Drive between Kelsey and Emerson Streets.

This property is described as

Lots 10 and 11 in Block 6 in the Phoenix Addition and  
 Lots 1 and 18 in Block 7 in the Resurvey of Blocks 4, 5, 7 and 11 in the Phoenix Addition

East-west alley in Block 6 in the Phoenix Addition

Illinois Wesleyan University owns all property north of this alley (Lots 4 through 10 inclusive) and five of the seven properties south of the alley (Lots 11 through 14 inclusive and Lot 16).

ORDINANCE NO. 1993 - 26

AN ORDINANCE PROVIDING FOR THE VACATION OF  
Portions of Kelsey Street and Horenberger Drive and  
all of the east-west alley in Block 6 in the Phoenix Addition

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of Portions of Kelsey Street and Horenberger Drive and all of the east-west alley in Block 6 in the Phoenix Addition hereinafter described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said streets and alley as requested in this case.

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

1. That Kelsey Street, Horenberger Drive, and the east-west alley all as described in Exhibit "A" are hereby vacated.
2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated Kelsey Street for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.

3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 8th day of March, 1993.

APPROVED this 9th day of March, 1993.

JESSE R. SMART  
Mayor

ATTEST:

EARLENE M. NELSON  
City Clerk

EXHIBIT "A"

Streets and Alley to be Vacated

**Kelsey Street Vacation:** All of Kelsey Street lying east of and adjacent to the Northerly Extension of the West Line of Lot 6 in Block 7 in the Resurvey of Blocks 4, 5, 7 and 11 in the Phoenix Addition and lying west of and adjacent to the Northerly Extension of the East Line of Lot 4 in Block 6 in said Phoenix Addition except therefrom that portion of said street which has previously been vacated per ordinance recorded in Deed Book 443, Page 513.

**Horenberger Drive Vacation:** All of Horenberger Drive lying south of and adjacent to the Easterly Extension of the North Line of Block 7 in the Resurvey of Blocks 4, 5, 7 and 11 in said Phoenix Addition and north of and adjacent to the Easterly Extension of the South Line of said Block 7.

**East-West 20 Foot Alley Vacation:** All of the East-West 20 foot wide alley in Block 6 in said Phoenix Addition. Said alley is bounded on the west by the Southerly Extension of the West Line of Lot 10 in said Block 6 and on the east by the Southerly Extension of the East Line of Lot 4 in said Block 6.

**Motion by Alderman Matejka, seconded by Alderman Bittner that the staff's recommendation be concurred in and the ordinance passed.**

**The Mayor directed the Clerk to call the roll which resulted as follows:**

**Ayes:** Aldermen Matejka, Anderson, Whalen, Markowitz, Scheets, Kroutil and Bittner.

**Nays:** None.

**Motion carried.**



FOR COUNCIL: October 14, 2013

**SUBJECT:** Rescind Final Plat for Airport Park Subdivision, 14<sup>th</sup> Addition

**RECOMMENDATION/MOTION:** That the Final Plat and Ordinance No. 2009 – 79 be rescinded.

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

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

**BACKGROUND:** On December 14, 2009, the Council approved the Final Plat for Airport Park Subdivision, 14<sup>th</sup> Addition. The Petitioner at that time was CIP, LLC. This Final Plat was never recorded.

On November 28, 2011, the Council approved the Final Plat for Airport Park Subdivision, 14<sup>th</sup> Addition. The Petitioner at that time was Wingover Six, LLC. Ordinance No. 2009 – 79, An Ordinance Approving the Final Plat of the Airport Park Subdivision, 14<sup>th</sup> Addition should have been rescinded at that time.

The City Clerk's Office as part of administrative housekeeping is requesting formal action from the Council as land issues are permanent records.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Old Plat  
Attachment 2. New Plat

---

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

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







FOR COUNCIL: October 14, 2013

**SUBJECT:** Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing road and sewer improvements in and for said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds

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

**STRATEGIC PLAN LINK:** Goal 1. Financially Sound City Providing Quality Basic Services, and Goal 2. Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services, and Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

**BACKGROUND:** Council adopted a resolution of official intent on the September 9, 2013 Council meeting authorizing staff to proceed in issuing bonds for street resurfacing and sewer improvements in an amount not to exceed \$10,000,000. The attached parameters ordinance, as prepared by the City's Bond Counsel, outlines the details of the intended sale. Also, attached are the most updated debt service projections for both a 10 and 15 year bond issue with level debt service. Road resurfacing is generally considered capital maintenance; and has a shorter useful life than either new road construction or road re-construction. After further review of the street assessments, the roads proposed for this bond issue are heavily traveled arterial or collector roads that are currently in very poor condition. As such, I believe it is more appropriate to utilize a useful life of 10 years, correspondingly a 10 year bond is recommended.

*Please note that projections are best estimates – market conditions on the day of the bond sale could produce a variation in figures presented.*

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

**FINANCIAL IMPACT:** The estimated annual debt service on a 10 year, \$10,000,000 level debt service bond will add on average \$1,155,746 to the annual budget each year for the next 10 years. The first payment will begin in the FY2015 budget year. It is anticipated that an increase in revenue will be needed to pay this debt service.

Respectfully submitted for Council consideration.

Prepared and Reviewed by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance  
Attachment 2. Debt Level data

---

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

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

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall, 109 East Olive Street, Bloomington, Illinois, in said City at 7:30 o'clock P.M., on the 14th day of October, 2013.

\* \* \*

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Alderman were physically present at said location:

---

---

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: \_\_\_\_\_

---

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

---

\* \* \*

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue of not to exceed \$10,000,000 General Obligation Bonds for the purpose of financing road and sewer improvements in and for the City, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

After a full and complete discussion thereof, Alderman \_\_\_\_\_ presented and the City Clerk read by title the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

---

---

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing road and sewer improvements in and for said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

---

---

Adopted by the City Council on the  
14th day of October, 2013.

**TABLE OF CONTENTS**

SECTION	HEADING	PAGE
SECTION 1.	DEFINITIONS .....	2
SECTION 2.	INCORPORATION OF PREAMBLES.....	4
SECTION 3.	DETERMINATION TO ISSUE BONDS .....	4
SECTION 4.	BOND DETAILS .....	4
SECTION 5.	BOOK ENTRY PROVISIONS .....	6
SECTION 6.	EXECUTION; AUTHENTICATION .....	8
SECTION 7.	REGISTRATION OF BONDS; PERSONS TREATED AS OWNERS .....	8
SECTION 8.	OPTIONAL REDEMPTION .....	10
SECTION 9.	MANDATORY REDEMPTION .....	10
SECTION 10.	REDEMPTION PROCEDURE .....	11
SECTION 11.	FORM OF BOND .....	14
SECTION 12.	SECURITY FOR THE BONDS.....	19
SECTION 13.	TAX LEVY; ABATEMENT.....	19
SECTION 14.	FILING WITH COUNTY CLERK .....	21
SECTION 15.	SALE OF BONDS; OFFICIAL STATEMENT .....	22
SECTION 16.	CREATION OF FUNDS AND APPROPRIATIONS.....	24
SECTION 17.	CONTINUING DISCLOSURE UNDERTAKING.....	25
SECTION 18.	NON-ARBITRAGE AND TAX-EXEMPTION .....	25

SECTION 19. DESIGNATION OF TAX-EXEMPT BONDS .....27

SECTION 20. TAX STATUS OF TAXABLE BONDS .....27

SECTION 21. REGISTERED FORM .....27

SECTION 22. DUTIES OF BOND REGISTRAR.....27

SECTION 23. MUNICIPAL BOND INSURANCE.....28

SECTION 24. PUBLICATION OF ORDINANCE .....28

SECTION 25. SUPERSEDER AND EFFECTIVE DATE.....29

**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing road and sewer improvements in and for said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

**PREAMBLES**

WHEREAS

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Bloomington, McLean County, Illinois (the “City”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City Council of the City (the “City Council”) has heretofore determined and do hereby determine that it is necessary and in the best interests of the public health, safety and welfare of the City to undertake road and sewer improvements in and for the City; and including, in connection with said improvements, acquisition of all land or rights in land, engineering, planning, architectural, mechanical, electrical, and other services necessary, useful, or advisable thereto and, incidental to said improvements (all of which said acquisition, construction, services and incidental expenses may be referred to as the “Project”).

D. The City Council estimates the current costs of the Project and including legal, financial, accounting and other services related to the accomplishment of the Project and the

issuance of bonds therefor; bond discount; capitalized bond interest; bond reserve account funding; bond registrar, paying agent and other related banking fees; and printing and publication costs; and other miscellaneous costs (all being the “*Project Costs*”) to be not more than \$10,000,000.

E. There are no funds currently or expected to be on hand and lawfully available to pay such Project Costs, and it will be necessary to borrow not to exceed \$10,000,000 to pay such Project Costs.

F. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow not to exceed \$10,000,000 to pay the Project Costs, in one or more series, and, in evidence of such borrowing or borrowings, issue full faith and credit bonds of the City in the aggregate principal amount not to exceed \$10,000,000.

NOW THEREFORE Be It Ordained by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

City  
City Council  
Project  
Project Costs

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of

Illinois; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

*“Ad Valorem Property Taxes”* means the real property taxes levied to pay the Bonds as described and levied in Section 13 of this Ordinance.

*“Bonds”* means the General Obligation Bonds, authorized to be issued by this Ordinance.

*“Bond Fund”* means the Bond Fund established and defined in Section 16 of this Ordinance.

*“Bond Notification”* means each Bond Notification as authorized to be executed by the Designated Officials of the City in Section 15 of this Ordinance and by which the final terms of each series of Bonds will be established.

*“Bond Register”* means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

*“Bond Registrar”* means U.S. Bank National Association, Indianapolis, Indiana, or a substitute bond registrar and paying agent as hereinafter provided.

*“Book Entry Form”* means the form of the Bonds as fully registered and available in physical form only to the Depository.

*“City Clerk”* means the City Clerk of the City.

*“City Manager”* means the City Manager of the City.

*“City Treasurer”* means the City Treasurer of the City.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“County”* means The County of McLean, Illinois.

*“County Clerk”* means the County Clerk of the County.

*“Depository”* means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Designated Officials*” means any of the Mayor, the City Manager, the City Clerk, the City Treasurer or the Finance Director.

“*Designated Representatives*” means the Mayor and the Finance Director.

“*Finance Director*” means the Director of Finance for the City.

“*Mayor*” means the Mayor of the City.

“*Record Date*” means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month.

C. Definitions also appear in specific sections below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Determination To Issue Bonds.* It is necessary and in the best interests of the City to finance road and sewer improvements in and for the City and to pay all related costs and expenses incidental thereto and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose and is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* There shall be issued and sold the Bonds, in one or more series as set forth in the Bond Notification or Bond Notifications, in an aggregate principal amount not to exceed \$10,000,000. The Bonds shall be issued to said amount, in two or more series, designated as “General Obligation Bonds, Series 2013B” (the “*Tax-Exempt Bonds*”) and

as “Taxable General Obligation Bonds, Series 2013C” (the “*Taxable Bonds*”) or with such other series designation as may be appropriate and set forth in the relevant Bond Notification. The par amount of Tax-Exempt Bonds and the par amount of the Taxable Bonds shall be set forth in the relevant Bond Notification. Each series of Bonds shall be dated such date (not prior to October 1, 2013, and not later than April 30, 2014) as set forth in the relevant Bond Notification (the “*Dated Date*”), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. Each series of Bonds shall become due and payable serially or be subject to mandatory redemption as shall be set forth in the relevant Bond Notification (subject to optional redemption prior to maturity has hereinafter described), and in such principal amounts as shall be set forth therein; *provided, however*, that the final maturity shall be due on or before December 1, 2028, and each maturity or sinking fund payment shall not exceed \$1,500,000. Each Bond shall bear interest at a rate not to exceed 5.0% per annum, from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing with the first interest payment date set forth in the relevant Bond Notification.

Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in writing by such Registered Owner. The principal of the Bonds shall be payable in

lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

*Section 5. Book Entry Provisions.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the “*Book Entry Owner*”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Designated Official, as representative of the City, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the “*Letter of Representations*”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the City, the City Treasurer or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities

depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City, the City Treasurer and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the City, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the City, or such depository’s agent or designee, but if the City does not

select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

*Section 6. Execution; Authentication.* The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

*Section 7. Registration of Bonds; Persons Treated as Owners.* The City shall cause books (the "*Bond Register*" as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

*Section 8. Optional Redemption.* All or a portion of the Bonds, if any, due on and after the date, if any, specified in the relevant Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the relevant Bond Notification (but not later than December 1, 2022), and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. Each series of Bonds may have different optional redemption provisions within the parameters set forth in this paragraph.

*Section 9. Mandatory Redemption.* All or a portion of the Bonds, if any, may be subject to mandatory redemption (as Term Bonds) as provided in the relevant Bond Notification; *provided, however,* that in such event the amounts due as provided for under such mandatory redemption shall be the amount set forth in Section 4 of this Ordinance for the maximum amount of principal due on the Bonds in any given period. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on a given date in the years and in the amounts as shall be determined in the Bond Notification. The City covenants that it will redeem any Term Bonds

pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

If the City purchases Term Bonds of any maturity and cancels the same from Bond Moneys (as hereinafter defined), then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

The principal amounts of Term Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Term Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine.

*Section 10. Redemption Procedure.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, series and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall

deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Bond Registrar in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Bond Registrar shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

*Section 11. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**  
**STATE OF ILLINOIS**  
**COUNTY OF MCLEAN**  
**CITY OF BLOOMINGTON**  
**[TAXABLE] GENERAL OBLIGATION BOND, SERIES 2013[B][C]**

See Reverse Side for  
Additional Provisions.

Interest                      Maturity                      Dated  
Rate: \_\_\_\_\_%      Date: December 1, 20\_\_      Date: \_\_\_\_\_, 20\_\_      CUSIP: \_\_\_\_\_

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of U.S. Bank National Association, Indianapolis, Indiana, as paying agent and bond registrar (the “Bond Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the

Bond Registrar, at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN  
\_\_\_\_\_  
Mayor, City of Bloomington  
McLean County, Illinois

ATTEST:

SPECIMEN  
\_\_\_\_\_  
City Clerk, City of Bloomington  
McLean County, Illinois

[SEAL]

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the [Taxable] General Obligation Bonds, Series 2013[B][C], having a Dated Date of \_\_\_\_\_, 20\_\_, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:  
\_\_\_\_\_, 20\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Bond Registrar

By \_\_\_\_\_  
SPECIMEN  
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$\_\_\_\_\_ issued by the City for the purpose of financing road and sewer improvements in and for the City and paying expenses incidental thereto, all as described and defined in Ordinance Number \_\_\_\_\_ of the City, passed by the City Council of the City on the 14th day of October, 2013, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such code and powers being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

This Bond may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[THE CITY HAS DESIGNATED THIS BOND AS A “QUALIFIED TAX-EXEMPT OBLIGATION”  
PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED].

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Here insert Social Security Number,  
Employer Identification Number or  
other Identifying Number

---

---

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

---

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

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

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

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 12. Security for the Bonds.* The Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the City, without limitation as to rate or amount.

*Section 13. Tax Levy; Abatement.* For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for

that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes of the City, the following direct annual taxes (the “*Ad Valorem Property Taxes*”), to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2013	\$1,700,000.00	for interest and principal to June 1, 2015
2014	\$1,700,000.00	for interest and principal
2015	\$1,700,000.00	for interest and principal
2016	\$1,700,000.00	for interest and principal
2017	\$1,700,000.00	for interest and principal
2018	\$1,700,000.00	for interest and principal
2019	\$1,700,000.00	for interest and principal
2020	\$1,700,000.00	for interest and principal
2021	\$1,700,000.00	for interest and principal
2022	\$1,700,000.00	for interest and principal
2023	\$1,700,000.00	for interest and principal
2024	\$1,700,000.00	for interest and principal
2025	\$1,700,000.00	for interest and principal
2026	\$1,700,000.00	for interest and principal
2027	\$1,700,000.00	for interest and principal

The Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“*Bond Moneys*”) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Ad Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein.

Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Ad Valorem Property Taxes levied for the payment of the same, the City Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund or direct the set aside of such funds in another fund or account of the City, and further shall direct the abatement of the taxes by the amount so deposited or so set aside. The City covenants and agrees that it will not direct the abatement of the Ad Valorem Property Taxes until money has been deposited into the Bond Fund or otherwise set aside by the City in another fund or account of the City in the amount of such abatement. A certified copy or other notification of any such proceedings abating the Ad Valorem Property Taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

To the extent that the Ad Valorem Property Taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the relevant Bond Notification, the Designated Officials are hereby authorized to direct the abatement of such Ad Valorem Property Taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on such Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

*Section 14. Filing with County Clerk.* Promptly, after this Ordinance has become effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the tax levy years 2013 to 2027, inclusive, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in

like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

*Section 15. Sale of Bonds; Official Statement.* The Designated Representatives are hereby authorized to proceed not later than April 30, 2014, without any further authorization or direction from the City Council, to sell and deliver the Bonds upon the terms as prescribed in this Ordinance. Each series of Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the relevant Bond Notification as may be, and thereupon be deposited with one or more of the Designated Officials, and, after authentication thereof by the Bond Registrar, be by said official or officials delivered to the purchaser thereof (the “*Purchaser*”), upon receipt of the purchase prices therefor, the same being not less than 98% of the principal amount of such Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery. The Purchaser shall be the best bidder for the Bonds at a competitive sale conducted by Mesirow Financial, Inc., Chicago, Illinois, as set forth in the relevant Bond Notification.

Prior to the sale of each series of Bonds, the Designated Officials are hereby authorized to approve and execute a commitment for the purchase of a Bond Insurance Policy (as hereinafter defined), to further secure such Bonds, as long as the present value of the fee to be paid for the Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on such Bonds) is less than the present value of the interest reasonably expected to be saved on such Bonds over the term of such Bonds as a result of the Bond Insurance Policy.

Upon the sale of each series of Bonds, the Designated Representatives shall prepare a Notification of Sale of each series of Bonds, which shall include the pertinent details of sale as provided herein (the “*Bond Notification*”). In each Bond Notification, the Designated

Representatives shall find and determine that such Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law. Each Bond Notification shall be entered into the records of the City and made available to the City Council at the next regular meeting thereof; but such action shall be for information purposes only, and the City Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of each series of Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Designated Officials shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such Bonds as may be necessary, including, without limitation, the contract for the sale of such Bonds between the City and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the City either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

*Section 16. Creation of Funds and Appropriations.*

A. There is hereby created a “*General Obligation Bonds, Series 2013B, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of any series of Bonds and proceeds of such Bonds in the amount not to exceed \$300,000 (as set forth in the relevant Bond Notification) shall be deposited into the Bond Fund and be applied to pay first interest coming due on such Bonds.

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds for which such Ad Valorem Property Taxes were levied as hereinabove provided or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on such Bonds prior to receipt of such Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the City Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the City Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess from the proceeds of the Bonds held for such purpose shall be deposited into the Bond Fund not more than six months from the date of issuance of the Bonds.

D. The remaining proceeds of the Bonds shall be set aside in a separate fund hereby created and designated as the “2013B Project Fund” (the “*Project Fund*”), which the City shall maintain as a separate and segregated account. Moneys in the Project Fund shall be withdrawn from time to time as needed for the payment of the Project Costs.

E. Alternatively to the creation of the Bond Fund and/or the Project Fund, the City Treasurer may allocate the moneys for payment of the Bonds or proceeds of the Bonds to one or more related funds of the City already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve the City Treasurer of the duty to account for the moneys for payment of the Bonds and proceeds of the Bonds as herein provided.

*Section 17. Continuing Disclosure Undertaking.* In connection with the issuance of each series of Bonds, the Designated Officials of the City are hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees, and agents of the City; and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 18. Non-Arbitrage and Tax-Exemption.* The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the

Tax-Exempt Bonds) if taking, permitting or omitting to take such action would cause any of the Tax-Exempt Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Tax-Exempt Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Tax-Exempt Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Tax-Exempt Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Tax-Exempt Bonds.

The City Council hereby authorizes the officials of the City responsible for issuing the Tax-Exempt Bonds, the same being the Designated Officials, to make such further covenants and certifications regarding the specific use of the proceeds of the Tax-Exempt Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Tax-Exempt Bonds to be arbitrage bonds and to assure that the interest on the Tax-Exempt Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Tax-Exempt Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Tax-Exempt Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if

deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

*Section 19. Designation of Tax-Exempt Bonds.* The Tax-Exempt Bonds may be issued as “bank qualified bonds” (the “*Designated Bonds*”) as set forth in the Bond Notification. The City hereby designates each of the Designated Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

*Section 20. Tax Status of Taxable Bonds.* The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Taxable Bonds) if taking, permitting or omitting to take such action would cause the interest on the Taxable Bonds not to be included in the gross income of the recipients thereof for federal income tax purposes.

*Section 21. Registered Form.* The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 22. Duties of Bond Registrar.* If requested by the Bond Registrar, the Designated Officials are authorized to execute the Bond Registrar’s standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 23. Municipal Bond Insurance.* In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by any of the Designated Officials on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this section.

*Section 24. Publication of Ordinance.* A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*Section 25. Superseder and Effective Date.* All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: October 14, 2013.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED: October 14, 2013

\_\_\_\_\_  
Mayor

RECORDED in the City Records on October 14, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_  
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon  
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAY: \_\_\_\_\_  
\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved  
and signed the same in open meeting and directed the City Clerk to record the same in the  
records of the City Council of the City of Bloomington, McLean County, Illinois, which was  
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the  
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF MCLEAN        )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “City Council”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the City Council held on the 14th day of October, 2013 insofar as the same relates to the adoption of an ordinance, numbered \_\_\_\_\_ and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing road and sewer improvements in and for said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 14th day of October, 2013.

---

City Clerk

[SEAL]

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF MCLEAN     )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I do hereby certify that on the \_\_\_ day of \_\_\_\_\_, 2013 there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_, passed by the City Council of the City of Bloomington, McLean County, Illinois, on the 14th day of October, 2013, and approved by the Mayor of said City, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$10,000,000 General Obligation Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of financing road and sewer improvements in and for said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McLean, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
County Clerk of  
The County of McLean, Illinois

[SEAL]

**City of Bloomington**  
 \$10 Million Road Improvement Project  
 2013B Proposed New Money GO Bonds  
 Projected Structure for 10-Year Level Debt Service

Projected Series 2013B Bonds Debt Service BANK QUALIFIED TAX-EXEMPT and TAXABLE 10-Yr Amortization: Level Debt Service													
Levy Year	Fiscal Year	Total Existing Principal*	Total Existing Debt Service*	Payment Date	Principal	Coupon	Yield	Total Interest	Semi-Annual Debt Service	Annual Debt Service	Total Projected Annual Debt Service	Total Projected Annual Principal	Cumulative Remaining Principal
2011	2013	1,950,000	6,737,280	6/1/2013						-	6,737,280	1,950,000	85,345,000
				12/1/2013									83,395,000
2012	2014	6,555,000	9,620,934	6/1/2014							9,620,934	6,555,000	76,840,000
				12/1/2014	600,000	0.850%	0.850%	318,860	918,860				
2013	2015	5,760,000	8,779,837	6/1/2015				148,888	148,888	1,067,748	9,847,584	6,360,000	70,480,000
				12/1/2015	880,000	3.000%	0.760%	148,888	1,028,888				
2014	2016	6,445,000	9,310,784	6/1/2016				135,688	135,688	1,164,575	10,475,359	7,325,000	63,155,000
				12/1/2016	910,000	3.000%	1.050%	135,688	1,045,688				
2015	2017	4,225,000	6,927,135	6/1/2017				122,038	122,038	1,167,725	8,094,860	5,135,000	58,020,000
				12/1/2017	935,000	3.000%	1.350%	122,038	1,057,038				
2016	2018	3,860,000	6,406,535	6/1/2018				108,013	108,013	1,165,050	7,571,585	4,795,000	53,225,000
				12/1/2018	965,000	3.000%	1.730%	108,013	1,073,013				
2017	2019	3,095,000	5,491,135	6/1/2019				93,538	93,538	1,166,550	6,657,685	4,060,000	49,165,000
				12/1/2019	995,000	3.500%	2.040%	93,538	1,088,538				
2018	2020	3,335,000	5,602,960	6/1/2020				76,125	76,125	1,164,663	6,767,623	4,330,000	44,835,000
				12/1/2020	1,030,000	3.500%	2.290%	76,125	1,106,125				
2019	2021	3,485,000	5,612,569	6/1/2021				58,100	58,100	1,164,225	6,776,794	4,515,000	40,320,000
				12/1/2021	1,070,000	3.500%	2.580%	58,100	1,128,100				
2020	2022	3,370,000	5,348,321	6/1/2022				39,375	39,375	1,167,475	6,515,796	4,440,000	35,880,000
				12/1/2022	1,105,000	3.500%	2.790%	39,375	1,144,375				
2021	2023	3,545,000	5,368,158	6/1/2023				20,038	20,038	1,164,413	6,532,570	4,650,000	31,230,000
				12/1/2023	1,145,000	3.500%	2.960%	20,038	1,165,038				
2022	2024	3,495,000	5,151,840	6/1/2024						1,165,038	6,316,878	4,640,000	26,590,000
				12/1/2024									
2023	2025	3,340,000	4,829,136	6/1/2025							4,829,136	3,340,000	23,250,000
				12/1/2025									
2024	2026	3,730,000	5,052,019	6/1/2026							5,052,019	3,730,000	19,520,000
				12/1/2026									
2025	2027	3,215,000	4,365,344	6/1/2027							4,365,344	3,215,000	16,305,000
				12/1/2027									
2026	2028	2,440,000	3,419,531	6/1/2028							3,419,531	2,440,000	13,865,000
				12/1/2028									
2027	2029	2,030,000	2,866,831	6/1/2029							2,866,831	2,030,000	11,835,000
				12/1/2029									
2028	2030	2,220,000	2,938,388	6/1/2030							2,938,388	2,220,000	9,615,000
				12/1/2030									
2029	2031	2,420,000	3,008,394	6/1/2031							3,008,394	2,420,000	7,195,000
				12/1/2031									
2030	2032	2,640,000	3,086,119	6/1/2032							3,086,119	2,640,000	4,555,000
				12/1/2032									
2031	2033	2,170,000	2,460,381	6/1/2033							2,460,381	2,170,000	2,385,000
				12/1/2033									
2032	2034	2,385,000	2,537,044	6/1/2034							2,537,044	2,385,000	-
				12/1/2034									
		<b>75,710,000</b>	<b>114,920,674</b>					<b>9,635,000</b>	<b>1,922,460</b>	<b>11,557,460</b>	<b>11,557,460</b>	<b>126,478,134</b>	<b>85,345,000</b>

**Notes and Assumptions:**

\*Total Existing Principal and Debt Service includes those payments due and made on 12/1/2012 and 6/1/2013. Also includes the following: (i) remaining 2004 Taxable Coliseum debt, (ii) remaining 2012 ERI Liability refunding debt and (iii) the projected results of the 2013A Refunding. It does NOT include any of the Public Building Commission debt or refunding of such debt.

(1) Dated Date of 11/12/2013

(2) Bank-Qualified Tax-Exempt interest rates assume 40 bp spread to AAA MMD from September 24, 2013; Taxable interest rate assumes 50 bp spread to 2-Yr US Treasury from September 24, 2013

(3) All yields and debt service payments are estimated and subject to change based on market conditions and other factors

(4) Expected City of Bloomington credit rating: Aa2 (Moody's) and AA+ (Fitch)

**City of Bloomington**  
 \$10 Million Road Improvement Project  
 2013B Proposed New Money GO Bonds  
 Projected Structure for 15-Year Level Debt Service

Projected Series 2013B Bonds Debt Service BANK QUALIFIED TAX-EXEMPT and TAXABLE 15-Yr Amortization: Level Debt Service													
Levy Year	Fiscal Year	Total Existing Principal*	Total Existing Debt Service*	Payment Date	Principal	Coupon	Yield	Interest	Semi-Annual Debt Service	Annual Debt Service	Total Projected Annual Debt Service	Total Projected Annual Principal	Cumulative Remaining Principal
2011	2013	1,950,000	6,737,280	6/1/2013							6,737,280	1,950,000	85,435,000
				12/1/2013									83,485,000
2012	2014	6,555,000	9,620,934	6/1/2014							9,620,934	6,555,000	76,930,000
				12/1/2014	345,000	0.850%	0.850%	348,775	693,775				
2013	2015	5,760,000	8,779,837	6/1/2015							9,637,790	6,105,000	70,825,000
				12/1/2015	525,000 (5)	1.956%	0.804% (6)	164,179	689,179				
2014	2016	6,445,000	9,310,784	6/1/2016							10,158,625	6,970,000	63,855,000
				12/1/2016	550,000	3.000%	1.050%	158,663	708,663				
2015	2017	4,225,000	6,927,135	6/1/2017							7,786,210	4,775,000	59,080,000
				12/1/2017	570,000	3.000%	1.350%	150,413	720,413				
2016	2018	3,860,000	6,406,535	6/1/2018							7,268,810	4,430,000	54,650,000
				12/1/2018	585,000	3.000%	1.730%	141,863	726,863				
2017	2019	3,095,000	5,491,135	6/1/2019							6,351,085	3,680,000	50,970,000
				12/1/2019	605,000	3.500%	2.040%	133,088	738,088				
2018	2020	3,335,000	5,602,960	6/1/2020							6,463,548	3,940,000	47,030,000
				12/1/2020	625,000	3.500%	2.290%	122,500	747,500				
2019	2021	3,485,000	5,612,569	6/1/2021							6,471,632	4,110,000	42,920,000
				12/1/2021	650,000	3.500%	2.580%	111,563	761,563				
2020	2022	3,370,000	5,348,321	6/1/2022							6,210,071	4,020,000	38,900,000
				12/1/2022	670,000	3.500%	2.790%	100,188	770,188				
2021	2023	3,545,000	5,368,158	6/1/2023							6,226,808	4,215,000	34,685,000
				12/1/2023	695,000	3.500%	2.960%	88,463	783,463				
2022	2024	3,495,000	5,151,840	6/1/2024							6,011,603	4,190,000	30,495,000
				12/1/2024	720,000	3.500%	3.120%	76,300	796,300				
2023	2025	3,340,000	4,829,136	6/1/2025							5,689,136	4,060,000	26,435,000
				12/1/2025	750,000	4.000%	3.290%	63,700	813,700				
2024	2026	3,730,000	5,052,019	6/1/2026							5,914,419	4,480,000	21,955,000
				12/1/2026	780,000	4.000%	3.460%	48,700	828,700				
2025	2027	3,215,000	4,365,344	6/1/2027							5,227,144	3,995,000	17,960,000
				12/1/2027	810,000	4.000%	3.600%	33,100	843,100				
2026	2028	2,440,000	3,419,531	6/1/2028							4,279,531	3,250,000	14,710,000
				12/1/2028	845,000	4.000%	3.730%	16,900	861,900				
2027	2029	2,030,000	2,866,831	6/1/2029							3,728,731	2,875,000	11,835,000
				12/1/2029									
2028	2030	2,220,000	2,938,388	6/1/2030							2,938,388	2,220,000	9,615,000
				12/1/2030									
2029	2031	2,420,000	3,008,394	6/1/2031							3,008,394	2,420,000	7,195,000
				12/1/2031									
2030	2032	2,640,000	3,086,119	6/1/2032							3,086,119	2,640,000	4,555,000
				12/1/2032									
2031	2033	2,170,000	2,460,381	6/1/2033							2,460,381	2,170,000	2,385,000
				12/1/2033									
2032	2034	2,385,000	2,537,044	6/1/2034							2,537,044	2,385,000	-
				12/1/2034									
		<b>75,710,000</b>	<b>114,920,674</b>		<b>9,725,000</b>			<b>3,168,007</b>	<b>12,893,007</b>	<b>12,893,007</b>	<b>127,813,681</b>	<b>85,435,000</b>	

**Notes and Assumptions:**

\*Total Existing Principal and Debt Service includes those payments due and made on 12/1/2012 and 6/1/2013. Also includes the following: (i) remaining 2004 Taxable Coliseum debt, (ii) remaining 2012 ERI Liability refunding debt and (iii) the projected results of the 2013A Refunding. It does NOT include any of the Public Building Commission debt or refunding of such debt.

(1) Dated Date of 11/12/2013

(2) Bank-Qualified Tax-Exempt interest rates assume 40 bp spread to AAA MMD from September 24, 2013; Taxable interest rate assumes 50 bp spread to 2-Yr US Treasury from September 24, 2013

(3) All yields and debt service payments are estimated and subject to change based on market conditions and other factors

(4) Expected City of Bloomington credit rating: Aa2 (Moody's) and AA+ (Fitch)

(5) The 2015 maturity consists of \$270,000 of BQ Tax-Exempt Par and \$255,000 of Taxable Par

(6) The 2015 coupon and yield are a weighted average of the BQ Tax-Exempt and Taxable Coupons and Yields: BQ Tax-Exempt Coupon and Yield are 3.000% and 0.760%; Taxable Coupon and Yield are both 0.850%



FOR COUNCIL: October 14, 2013

**SUBJECT:** Ordinance providing for the issuance of not to exceed \$8,500,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds

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

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

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

**BACKGROUND:** Council discussed the refunding of the 2003 General Obligation Bonds at the September 23<sup>rd</sup>, Council work session where staff recommended an opportunity to save money while the City was already going into the bond market for the 2013 \$10,000,000 bond issue. The 2003 bonds which are currently callable will be refunded for bonds at a lower interest rate. The City's financial advisor estimates \$288,000 in savings. The attached refunding ordinance, as prepared by our Bond Counsel, outlines the details of the intended sale. Also attached are the most updated debt service projections for 2013 refunding bonds. *Please note these are best estimates – market conditions on the day of the sale could produce a variation in figures presented.*

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

**FINANCIAL IMPACT:** It is estimated that the City will save \$288,356 over the next ten years. Savings will begin in FY2015 for approximately \$28,000.

Respectfully submitted for Council consideration.

Prepared and Reviewed by: Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance  
Attachment 2. Analysis & Summary

---

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

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

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall, 109 East Olive Street, Bloomington, Illinois, in said City at 7:30 o'clock P.M., on the 14th day of October, 2013.

\* \* \*

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Alderman were physically present at said location:

---

---

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: \_\_\_\_\_

---

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

---

\* \* \*

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue of not to exceed \$8,500,000 General Obligation Refunding Bonds for the purpose of refunding, for the purpose of achieving debt service savings, all or a portion of the City's outstanding General Obligation Bonds, Series 2003, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

After a full and complete discussion thereof, Alderman \_\_\_\_\_ presented and the City Clerk read by title the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

---

---

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of not to exceed \$8,500,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

---

---

Adopted by the City Council on the  
14th day of October, 2013.

**TABLE OF CONTENTS**

SECTION	HEADING	PAGE
SECTION 1.	DEFINITIONS .....	2
SECTION 2.	INCORPORATION OF PREAMBLES.....	4
SECTION 3.	DETERMINATION TO ISSUE BONDS .....	4
SECTION 4.	BOND DETAILS .....	4
SECTION 5.	BOOK ENTRY PROVISIONS .....	5
SECTION 6.	EXECUTION; AUTHENTICATION .....	7
SECTION 7.	REGISTRATION OF BONDS; PERSONS TREATED AS OWNERS .....	8
SECTION 8.	OPTIONAL REDEMPTION .....	10
SECTION 9.	MANDATORY REDEMPTION .....	10
SECTION 10.	REDEMPTION PROCEDURE .....	11
SECTION 11.	FORM OF BOND .....	14
SECTION 12.	SECURITY FOR THE BONDS.....	19
SECTION 13.	TAX LEVY; ABATEMENT.....	19
SECTION 14.	FILING WITH COUNTY CLERK .....	21
SECTION 15.	SALE OF BONDS; OFFICIAL STATEMENT .....	22
SECTION 16.	CREATION OF FUNDS AND APPROPRIATIONS.....	24
SECTION 17.	CALL OF THE REFUNDED BONDS.....	25
SECTION 18.	TAXES PREVIOUSLY LEVIED .....	25

SECTION 19.	CONTINUING DISCLOSURE UNDERTAKING.....	26
SECTION 20.	NON-ARBITRAGE AND TAX-EXEMPTION .....	26
SECTION 21.	DEEMED DESIGNATION OF BONDS .....	27
SECTION 22.	DESIGNATION OF BONDS.....	28
SECTION 23.	REGISTERED FORM .....	28
SECTION 24.	DUTIES OF BOND REGISTRAR.....	28
SECTION 25.	MUNICIPAL BOND INSURANCE.....	28
SECTION 26.	RECORD-KEEPING POLICY AND POST-ISSUANCE COMPLIANCE MATTERS .....	29
SECTION 27.	PUBLICATION OF ORDINANCE .....	33
SECTION 28.	SUPERSEDER AND EFFECTIVE DATE.....	34

**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE providing for the issuance of not to exceed \$8,500,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

**PREAMBLES**

WHEREAS

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Bloomington, McLean County, Illinois (the “City”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City has heretofore issued its General Obligation Bonds, Series 2003, dated June 1, 2003, in the amount of \$10,000,000, of which \$8,000,000 of said bonds are presently outstanding (the “*Prior Bonds*”).

D. The City Council of the City (the “*City Council*”) has considered and determined that interest rates available in the tax-exempt bond market are more favorable for the City than the taxable interest rates on the Prior Bonds and that it is possible, proper, and advisable to refund all or a portion of the Prior Bonds (the “*Refunded Bonds*”) at this time to take advantage of the debt service savings which will result from such lower interest rates.

E. The Refunded Bonds shall be fully described in the Bond Notification (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the City.

F. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow not to exceed \$8,500,000 to refund the Refunded Bonds, in one or more series, and, in evidence of such borrowing or borrowings, issue full faith and credit bonds of the City in the aggregate principal amount not to exceed \$8,500,000.

NOW THEREFORE Be It Ordained by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

City  
City Council  
Prior Bonds  
Refunded Bonds

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of Illinois; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“*Ad Valorem Property Taxes*” means the real property taxes levied to pay the Bonds as described and levied in Section 13 of this Ordinance.

“*Bonds*” means the General Obligation Refunding Bonds, authorized to be issued by this Ordinance.

“*Bond Fund*” means the Bond Fund established and defined in Section 16 of this Ordinance.

“*Bond Notification*” means each Bond Notification as authorized to be executed by the Designated Officials of the City in Section 15 of this Ordinance and by which the final terms of each series of Bonds will be established.

“*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means U.S. Bank National Association, Indianapolis, Indiana, or a substitute bond registrar and paying agent as hereinafter provided.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*City Clerk*” means the City Clerk of the City.

“*City Manager*” means the City Manager of the City.

“*City Treasurer*” means the City Treasurer of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*County*” means The County of McLean, Illinois.

“*County Clerk*” means the County Clerk of the County.

“*Depository*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Designated Officials*” means any of the Mayor, the City Manager, the City Clerk, the City Treasurer or the Finance Director.

*“Designated Representatives”* means the Mayor and the Finance Director.

*“Finance Director”* means the Director of Finance for the City.

*“Mayor”* means the Mayor of the City.

*“Record Date”* means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month.

C. Definitions also appear in specific sections below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

*Section 2. Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

*Section 3. Determination To Issue Bonds.* It is necessary and in the best interests of the City to refund the Refunded Bonds and to pay all related costs and expenses incidental thereto and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose and is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* There shall be issued and sold the Bonds, in one or more series as set forth in the Bond Notification or Bond Notifications. Each Bond shall be designated *“General Obligation Refunding Bond, Series 2013A”* or with such other series designation as may be appropriate and set forth in the relevant Bond Notification. Each series of Bonds shall be dated such date (not prior to October 1, 2013, and not later than April 30, 2014) as set forth in the relevant Bond Notification (the *“Dated Date”*), and shall also bear the date of authentication,

shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. Each series of Bonds shall become due and payable serially or be subject to mandatory redemption as shall be set forth in the relevant Bond Notification (subject to optional redemption prior to maturity as hereinafter described), and in such principal amounts as shall be set forth therein; *provided, however*, that the final maturity shall be due on or before June 1, 2023, and each maturity or sinking fund payment shall not exceed \$1,500,000. Each Bond shall bear interest at a rate not to exceed 5.0% per annum, from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing with the first interest payment date set forth in the relevant Bond Notification.

Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in writing by such Registered Owner. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

*Section 5. Book Entry Provisions.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being

the “*Book Entry Owner*”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Designated Official, as representative of the City, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the “*Letter of Representations*”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the City, the City Treasurer or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City, the City Treasurer and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the

Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the City, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the City, or such depository's agent or designee, but if the City does not select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

*Section 6. Execution; Authentication.* The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, and shall have impressed or

imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

*Section 7. Registration of Bonds; Persons Treated as Owners.* The City shall cause books (the “*Bond Register*” as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for

such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

*Section 8. Optional Redemption.* All or a portion of the Bonds, if any, due on and after the date, if any, specified in the relevant Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the relevant Bond Notification (but not later than June 1, 2022), and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. Each series of Bonds may have different optional redemption provisions within the parameters set forth in this paragraph.

*Section 9. Mandatory Redemption.* All or a portion of the Bonds, if any, may be subject to mandatory redemption (as Term Bonds) as provided in the relevant Bond Notification; *provided, however,* that in such event the amounts due as provided for under such mandatory redemption shall be the amount set forth in Section 4 of this Ordinance for the maximum amount of principal due on the Bonds in any given period. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on a given date in the years and in the amounts as shall be determined in the Bond Notification. The City covenants that it will redeem any Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

If the City purchases Term Bonds of any maturity and cancels the same from Bond Moneys (as hereinafter defined), then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity

or subject to mandatory redemption in any year, as the City shall determine. If the City purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

The principal amounts of Term Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Term Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine.

*Section 10. Redemption Procedure.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, series and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Bond Registrar in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not

redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared

for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Bond Registrar shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

*Section 11. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF MCLEAN  
CITY OF BLOOMINGTON  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2013A**

See Reverse Side for  
Additional Provisions.

Interest Rate: \_\_\_\_\_%      Maturity Date: June 1, 20\_\_      Dated Date: \_\_\_\_\_, 20\_\_      CUSIP: \_\_\_\_\_

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of U.S. Bank National Association, Indianapolis, Indiana, as paying agent and bond registrar (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the

Bond Registrar, at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN  
\_\_\_\_\_  
Mayor, City of Bloomington  
McLean County, Illinois

ATTEST:

SPECIMEN  
\_\_\_\_\_  
City Clerk, City of Bloomington  
McLean County, Illinois

[SEAL]

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2013A, having a Dated Date of \_\_\_\_\_, 20\_\_, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:  
\_\_\_\_\_, 20\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Bond Registrar

By \_\_\_\_\_  
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$\_\_\_\_\_ issued by the City for the purpose of refunding certain bonds previously issued by the City and paying expenses incidental thereto, all as described and defined in Ordinance Number \_\_\_\_\_ of the City, passed by the City Council of the City on the 14th day of October, 2013, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such code and powers being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

This Bond may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[THE CITY HAS DESIGNATED THIS BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION"  
PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.]

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

Here insert Social Security Number,  
Employer Identification Number or  
other Identifying Number

---

---

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

---

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

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

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

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 12. Security for the Bonds.* The Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the City, without limitation as to rate or amount.

*Section 13. Tax Levy; Abatement.* For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for

that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes of the City, the following direct annual taxes (the “*Ad Valorem Property Taxes*”), to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2013	\$1,600,000.00	for interest and principal to June 1, 2015
2014	\$1,600,000.00	for interest and principal
2015	\$1,600,000.00	for interest and principal
2016	\$1,600,000.00	for interest and principal
2017	\$1,600,000.00	for interest and principal
2018	\$1,600,000.00	for interest and principal
2019	\$1,600,000.00	for interest and principal
2020	\$1,600,000.00	for interest and principal
2021	\$1,600,000.00	for interest and principal

The Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“*Bond Moneys*”) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Ad Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein.

Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Ad Valorem Property Taxes levied for the payment of the same, the City Council shall, by proper proceedings, direct

the deposit of such funds into the Bond Fund or direct the set aside of such funds in another fund or account of the City, and further shall direct the abatement of the taxes by the amount so deposited or so set aside. The City covenants and agrees that it will not direct the abatement of the Ad Valorem Property Taxes until money has been deposited into the Bond Fund or otherwise set aside by the City in another fund or account of the City in the amount of such abatement. A certified copy or other notification of any such proceedings abating the Ad Valorem Property Taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

To the extent that the Ad Valorem Property Taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the relevant Bond Notification, the Designated Officials are hereby authorized to direct the abatement of such Ad Valorem Property Taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on such Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

*Section 14. Filing with County Clerk.* Promptly, after this Ordinance has become effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the tax levy years 2013 to 2021, inclusive, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

*Section 15. Sale of Bonds; Official Statement.* The Designated Representatives are hereby authorized to proceed not later than April 30, 2014, without any further authorization or direction from the City Council, to sell and deliver the Bonds upon the terms as prescribed in this Ordinance; *provided, however*, that there shall be not less than 15 days between the sale of the Deemed Designated Bonds (as hereinafter defined) and the sale of any other tax-exempt obligations of the City. Each series of Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the relevant Bond Notification as may be, and thereupon be deposited with one or more of the Designated Officials, and, after authentication thereof by the Bond Registrar, be by said official or officials delivered to the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98% of the principal amount of such Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery. The Purchaser shall be the best bidder for the Bonds at a competitive sale conducted by Mesirow Financial, Inc., Chicago, Illinois, as set forth in the relevant Bond Notification.

Prior to the sale of each series of Bonds, the Designated Officials are hereby authorized to approve and execute a commitment for the purchase of a Bond Insurance Policy (as hereinafter defined), to further secure such Bonds, as long as the present value of the fee to be paid for the Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on such Bonds) is less than the present value of the interest reasonably expected to be saved on such Bonds over the term of such Bonds as a result of the Bond Insurance Policy.

Upon the sale of each series of Bonds, the Designated Representatives shall prepare a Notification of Sale of each series of Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In each Bond Notification, the Designated

Representatives shall find and determine that such Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law and the net present value debt service savings to the City as a result of the issuance of the Bonds and the refunding of the Refunded Bonds is not less than 2.0% of the principal amount of the Refunded Bonds. Each Bond Notification shall be entered into the records of the City and made available to the City Council at the next regular meeting thereof; but such action shall be for information purposes only, and the City Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of each series of Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Designated Officials shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such Bonds as may be necessary, including, without limitation, the contract for the sale of such Bonds between the City and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the City either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

*Section 16. Creation of Funds and Appropriations.*

A. There is hereby created a “*General Obligation Refunding Bonds, Series 2013A Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of any series of Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on such Bonds.

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds for which such Ad Valorem Property Taxes were levied as hereinabove provided or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on such Bonds prior to receipt of such Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the City Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the City Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess from the proceeds of the Bonds held for such purpose shall be deposited into the Bond Fund not more than six months from the date of issuance of the Bonds.

D. The remaining proceeds of the Bonds, together with other lawfully available funds of the City as may be advisable for the purpose, shall be deposited with U.S. Bank National Association, Indianapolis, Indiana, as successor to National City Bank of Indiana, Indianapolis, Indiana, the paying agent for the Prior Bonds, for the purpose of paying the principal of and interest on the Refunded Bonds upon redemption prior to maturity.

E. Alternatively to the creation of the Bond Fund, the City Treasurer may allocate the moneys for payment of the Bonds to one or more related funds of the City already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve the City Treasurer of the duty to account for the moneys for payment of the Bonds as herein provided.

*Section 17. Call of the Refunded Bonds.* In accordance with the redemption provisions of the resolution authorizing the issuance of the Refunded Bonds, the City by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds subject to redemption prior to maturity for redemption on their earliest practicable call date (as set forth in the Bond Notification).

*Section 18. Taxes Previously Levied.* The Designated Officials be and the same are hereby directed to prepare and file with the County Clerk a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of taxes heretofore levied to pay the Refunded Bonds. Notwithstanding such direction, all proceeds received or to be received from any taxes levied to pay the Refunded Bonds, including the proceeds received or to be received from the taxes levied for the year 2012 for such purposes, shall be used to pay the Refunded Bonds and to the extent that such proceeds are not needed for such purpose, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with the provisions of this Ordinance.

*Section 19. Continuing Disclosure Undertaking.* In connection with the issuance of each series of Bonds, the Designated Officials of the City are hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees, and agents of the City; and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 20. Non-Arbitrage and Tax-Exemption.* The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The City Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Designated Officials, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

*Section 21. Deemed Designation of Bonds.* The Bonds may be issued as “deemed designated bank qualified bonds” (the “*Deemed Designated Bonds*”) as set forth in the Bond Notification. Each of the Deemed Designated Bonds is deemed designated as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the City certifies that (i) the Prior Bonds were bank qualified; (ii) the final maturity of the Bonds is not more than 30 years after the date of issue of the Prior Bonds; (iii) the average maturity of the Bonds is not greater than the average maturity

of the Refunded Bonds; and (iv) the aggregate principal amount of the Bonds does not exceed \$10,000,000.

*Section 22. Designation of Bonds.* All or a portion of the Bonds may be issued as “bank qualified bonds” (the “*Designated Bonds*”) as set forth in the Bond Notification. The City hereby designates each of the Designated Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

*Section 23. Registered Form.* The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 24. Duties of Bond Registrar.* If requested by the Bond Registrar, the Designated Officials are authorized to execute the Bond Registrar’s standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 25. Municipal Bond Insurance.* In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and as long as such

Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by any of the Designated Officials on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this section.

*Section 26. Record-Keeping Policy and Post-Issuance Compliance Matters.* It is necessary and in the best interest of the City to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds, the “*Tax Advantaged Obligations*”). Further, it is necessary and in the best interest of the City that (i) the City Council adopt policies with respect to record-keeping and post issuance compliance with the City’s covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the City’s Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The City Council and the City hereby adopt the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted, including the Policy included in the ordinance adopted by the City Council on May 23, 2011, authorizing the issue of the General Obligation Refunding Bonds, Series 2011:

(a) *Compliance Officer Is Responsible for Records.* The Director of Finance of the City (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the City with respect to each issue of the Tax Advantaged Obligations, and such officer

shall report to the City Council at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the City authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the City with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the City Council stating whether or not the City has any rebate liability to the United States Treasury, and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the City Council.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the City must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from "gross income" for federal income tax purposes, that the City is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the City, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the City, including any leases (the "*Contracts*"), with respect to the use of any property owned by the City and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to City employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the City Council of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the City Council, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review,

the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the City has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the City's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the City. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The City may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of a resolution by the City Council. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The City also recognizes that these procedures may need to be revised in the event the City enters into any derivative products with respect to its Tax Advantaged Obligations.

*Section 27. Publication of Ordinance.* A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*Section 28. Superseder and Effective Date.* All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: October 14, 2013.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED: October 14, 2013

\_\_\_\_\_  
Mayor

RECORDED in the City Records on October 14, 2013.

ATTEST:

\_\_\_\_\_  
City Clerk

Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_  
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon  
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAY: \_\_\_\_\_  
\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved  
and signed the same in open meeting and directed the City Clerk to record the same in the  
records of the City Council of the City of Bloomington, McLean County, Illinois, which was  
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the  
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF MCLEAN        )

**CERTIFICATION OF MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “City Council”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the City Council held on the 14th day of October, 2013 insofar as the same relates to the adoption of an ordinance, numbered \_\_\_\_\_ and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$8,500,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 14th day of October, 2013.

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF MCLEAN     )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2013 there was filed in my office a properly certified copy of Ordinance Number \_\_\_\_\_, passed by the City Council of the City of Bloomington, McLean County, Illinois, on the 14th day of October, 2013, and approved by the Mayor of said City, and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$8,500,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McLean, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
County Clerk of  
The County of McLean, Illinois

[SEAL]

## City of Bloomington

### Series 2013B BQ Refunding of 2003 GO Bonds Savings Analysis and Summary

Projected Series 2013B Refunding Bonds Debt Service \$7.890 Million* BQ TAX-EXEMPT Uniform Savings Structure											
Fiscal Year (April 30)	Prior 2003 Bonds Debt Service	Payment Date	Principal	Coupon	Yield	Interest	Semi-Annual Debt Service	Annual Debt Service	Projected Semi-Annual Savings	Projected Annual Savings	Present Value of Savings
		10/30/2013							(125,737)		(148)
2014	138,594	12/1/2013				12,857	12,857	12,857	125,737	-	
	1,138,594	6/1/2014	1,005,000	3.000%	0.580%	121,800	1,126,800		11,794		
2015	123,094	12/1/2014				106,725	106,725	1,233,525	16,369	28,163	27,639
	1,123,094	6/1/2015	1,005,000	3.000%	0.830%	106,725	1,111,725		11,369		
2016	107,344	12/1/2015				91,650	91,650	1,203,375	15,694	27,063	25,975
	1,107,344	6/1/2016	1,000,000	3.000%	1.150%	91,650	1,091,650		15,694		
2017	90,844	12/1/2016				76,650	76,650	1,168,300	14,194	29,888	28,088
	1,090,844	6/1/2017	995,000	3.000%	1.500%	76,650	1,071,650		19,194		
2018	73,844	12/1/2017				61,725	61,725	1,133,375	12,119	31,313	28,808
	1,073,844	6/1/2018	995,000	3.000%	1.940%	61,725	1,056,725		17,119		
2019	56,344	12/1/2018				46,800	46,800	1,103,525	9,544	26,663	23,997
	806,344	6/1/2019	740,000	3.000%	2.260%	46,800	786,800		19,544		
2020	42,844	12/1/2019				35,700	35,700	822,500	7,144	26,688	23,515
	792,844	6/1/2020	735,000	3.000%	2.540%	35,700	770,700		22,144		
2021	28,969	12/1/2020				24,675	24,675	795,375	4,294	26,438	22,808
	778,969	6/1/2021	725,000	3.000%	2.830%	24,675	749,675		29,294		
2022	14,719	12/1/2021				13,800	13,800	763,475	919	30,213	25,528
	389,719	6/1/2022	345,000	4.000%	3.060%	13,800	358,800		30,919		
2023	7,406	12/1/2022				6,900	6,900	365,700	506	31,425	25,972
	382,406	6/1/2023	345,000	4.000%	3.230%	6,900	351,900		30,506		
2024		12/1/2023						351,900		30,506	24,662
	<b>9,368,000</b>		<b>7,890,000</b>			<b>1,063,907</b>	<b>8,953,907</b>	<b>8,953,907</b>	<b>288,356</b>	<b>288,356</b>	<b>256,845</b>

**Notes and Assumptions:**

\*Par amount is preliminary and subject to change

\*\*Analysis assumes the contribution from the City of \$125,737 - these are moneys that have already been levied for and collected by the City in regard to the 2003 Bonds due 12/1/2013 and 6/1/2014

(1) Dated Date of 11/12/2013

(2) Bank-Qualified Tax-Exempt interest rates used; assumes 40 bp spread to AAA MMD from September 13, 2013

(3) All yields and debt service payments are estimated and subject to change based on market conditions and other factors

(4) Expected City of Bloomington credit rating: Aa2 (Moody's) and AA+ (Fitch)

Estimated PV Savings:	256,845
Plus Refunding Funds on Hand:	4,336
Total NPV Savings:	<b>261,181</b>
Par Refunded:	8,000,000
Savings as % of Refunded Par:	<b>3.265%</b>



FOR COUNCIL: October 14, 2013

**SUBJECT:** Ordinance approving a Fourth Amendment to Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Fourth Amendment to Lease Agreement

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

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

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

**BACKGROUND:** Council discussed the refunding of the 2003 General Obligation Bonds at the September 23<sup>rd</sup>, Council work session where staff recommended an opportunity to save money while the City was already going into the bond market for the 2013 \$10,000,000 bond issue. The PBC would like to refund their outstanding bonds but needs the City's approval. The City and the County have a lease agreement with the PBC to rent the space in the County building at One Government Center and parking in the Abraham Lincoln Parking Garage, which in turn is used by the PBC to pay their debt service. Should the City adopt this ordinance and amend the lease the City will save approximately \$53,490 mostly in the last year of the lease. The attached lease amendment ordinance was prepared by the PBC's Bond Counsel which outlines the details of their intended sale. Also attached are the debt service projection for the PBC refunding bonds which translates into direct savings in the City and the amended lease document. The City and the County share these savings equally. *Please note these are best estimates – market conditions on the day of the sale could produce a variation in figures presented.*

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

**FINANCIAL IMPACT:** It is estimated that the City will save \$53,390 in lease rental payments made to the PBC over the next 9 years.

Respectfully submitted for Council consideration.

Prepared and Reviewed by: Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance  
 Attachment 2. Lease Agreement  
 Attachment 3. Analysis 9/16/2013  
 Attachment 4. Timeline

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

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

MINUTES of a regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall, 109 E. Olive Street, in said City at 7:30 o'clock P.M., on the 14th day of October, 2013.

\* \* \*

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Alderman were physically present at said location:

\_\_\_\_\_  
\_\_\_\_\_

The following Alderman were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No Alderman member was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

\* \* \*

The Mayor announced that the next item before the City Council was the consideration of an ordinance approving a Fourth Amendment to Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rentals due under such Amendment to Lease Agreement. After a full and complete discussion thereof,

Alderman \_\_\_\_\_ presented the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

AN ORDINANCE approving a Fourth Amendment to Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Fourth Amendment to Lease Agreement.

\* \* \*

WHEREAS, Public Building Commission of McLean County, McLean County, Illinois (the “*Commission*”), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the “*Act*”), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

WHEREAS, the Commission, has heretofore issued its Public Building Revenue Bonds, Series 2004 (the “*2004 Bonds*”), to acquire and improve an office building and related facilities located on the Site and Parking Site (as described and defined in the hereinafter Original Lease) (the “*Project*”), and that the Site and Parking Site, together with the structures thereon and the improvements and additions provided for in the Original Lease, including the Project, have been leased to The County of McLean, Illinois (the “*County*”) and the City of Bloomington, McLean County, Illinois (the “*City*”), in accordance with the terms of the Act; and

WHEREAS, the County, the City and the Commission have previously entered into a Lease related to the Project, dated as of November 20, 2001, as amended by an Amendment to Lease Agreement, dated December 12, 2003, a Second Lease Agreement Amendment, dated October 4, 2005, and a Second Amendment to Lease Agreement, dated September 27, 2010 (together, the “*Original Lease*”); and

WHEREAS, the County, the City and the Commission propose to enter into a Fourth Amendment to Lease Agreement, substantially in the form attached hereto as *Exhibit A* (the “*Amendment*,” and together with the Original Lease, the “*Revised Lease*”), between the County, the City and the Commission, and providing for payment by the County and the City to the Commission of rentals for the use and occupancy of the Project by the County and the City, in accordance with the terms and provisions of the Original Lease, the Amendment and the Act:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1.* The City Council of the City (the “*City Council*”) hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2.* The Amendment and all the terms and provisions thereof, in substantially the form provided hereby, are hereby approved and the Mayor of the City (the “*Mayor*”) and the City Clerk of the City (the “*City Clerk*”) are hereby authorized and directed to execute, in the name of the City, the Amendment, without any further authorization or direction from the City Council; *provided, however*, that the Mayor and the City Clerk shall not execute the Amendment if the Mayor (the “*Designated Representative*”) finds and determines that the hereinafter defined Bonds are sold at such price and bear interest at such rates that the taxes levied in Section 3 hereof are insufficient to pay (i) the principal of and interest due on the Bonds and the Commission’s outstanding Public Building Revenue Refunding Bonds, Series 2010 (the “*2010 Bonds*”), in each bond year (November 1 and May 1) and (ii) an amount sufficient to pay Costs of Operation and Maintenance (as defined in the resolution adopted by the Board of Commissioners of the Commission authorizing the issuance of the Commission’s Public Building Revenue Bonds, Series 2001). The City hereby requests the Commission to issue its

Public Building Revenue Refunding Bonds, Series 2013 (the “*Bonds*”), to refund the 2004 Bonds due on and after November 1, 2014.

*Section 3.* For the purpose of paying the annual rent payable under the Revised Lease, there shall be and there is hereby levied a direct annual tax upon all the taxable property in the City, to wit:

<u>LEVY YEAR</u>	<u>TAX PER ORIGINAL LEASE</u>	<u>ADJUSTMENT IN TAX DUE TO AMENDMENT</u>	<u>TAX PER REVISED LEASE</u>
2013	\$1,148,685	\$0.00	\$1,148,685
2014	1,148,685	0.00	1,148,685
2015	1,148,685	0.00	1,148,685
2016	1,147,401	0.00	1,147,401
2017	1,148,685	0.00	1,148,685
2018	1,148,685	0.00	1,148,685
2019	1,148,685	0.00	1,148,685
2020	286,785	0.00	286,785
2021	229,000	0.00	229,000

To the extent that the taxes levied above exceed the amount necessary to pay the annual rental payable by the City under the Revised Lease, the Designated Representative is hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay the annual rental payable by the City under the Revised Lease, in the following bond year. In order to effectuate said abatement, the Designated Representative is hereby authorized to execute a Certificate of Abatement, and said Certificate shall be filed with the County Clerk of the County (the “*County Clerk*”) in a timely manner to effect such abatement.

*Section 4.* The City Clerk, as keeper of the records and files of the City, be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached a certified copy of the Amendment, with the County Clerk, as tax extension officer of the City, which shall constitute the authority for the City Clerk to extend the tax annually, as provided for in and by

this Ordinance, to pay the annual rent payable under the Revised Lease by the City, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the City for levy in each of the years 2013 to 2021, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Revised Lease, and it shall be the duty of the County Clerk annually during the term of Revised Lease to extend said taxes against all the taxable property contained in the City as herein provided, and sufficient to pay the annual rental reserved in such Revised Lease. Such tax shall be levied and collected in like manner with the other taxes of the City, and shall be in addition to all other taxes now or hereafter authorized to be levied by the City, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

*Section 5.* The taxes levied in Section 3 hereof may be abated by the City prior to the extension thereof, in the amount of any funds paid to the Commission as advance rent pursuant to the Revised Lease.

*Section 6. Tax Matters.* The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The City Council hereby authorizes the Mayor, the City Clerk and the Treasurer of the City (the “*Treasurer*”) to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

*Section 7.* The City does hereby consent to the preparation and use of a Preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The Mayor is hereby authorized and empowered, if requested by the underwriter for the Bonds, to execute and deliver the final Official Statement in the name and on behalf of the City; and that from and after the execution and delivery of the final Official Statement, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and

things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Official Statement as executed.

*Section 8.* The Mayor is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 9.* If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

*Section 10.* All ordinances or resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted October 14, 2013.

Approved October 14, 2013.

---

Mayor

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on October 14, 2013.

Attest:

---

City Clerk

**EXHIBIT A**

**FOURTH AMENDMENT TO LEASE AGREEMENT**

This Fourth Amendment to Lease Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2013, between the Public Building Commission of McLean County, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "*County*"), and the City of Bloomington, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*City*"), as Lessees.

**WITNESSETH:**

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into a Lease made the 20th of November, 2001, and amended by an Amendment to Lease Agreement made the 12th day of December, 2003, a Second Lease Agreement Amendment made the 4th day of October, 2005, and a Second Amendment to Lease Agreement made the 27th day of September, 2010 (collectively, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Site and the Parking Site (each as described and defined in the Original Lease) together with the structures thereon and the improvements and additions provided for under the Original Lease, including the Project (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease to take into account the issuance by the Commission of bonds to refund certain bonds previously issued by the Commission to finance the Project; and

WHEREAS, in order to provide the necessary revenues for the payment of said refunding bonds, for the payment of bonds of the Commission issued or hereafter issued for the improvement of the Site, the Parking Site, the structures thereon or the improvements and additions provided for under the Original Lease, including the Project, for all interest that may accrue on said bonds and for the costs of administration as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

**SECTION I — REFUNDING BONDS**

For the purpose of refunding certain bonds previously issued by the Commission to finance the Project, the following actions will be taken by the Commission:

- A. The Commission shall, with reasonable promptness, upon the execution of this Amendment and pursuant to the provisions of Section 15 of the Public Building

Commission Act of the State of Illinois, as amended (the “Act”), provide for the authorization, sale, execution and delivery by it of its bonds in the principal amount of \$\_\_\_\_\_ to be designated “Public Building Revenue Refunding Bonds, Series 2013” (the “Bonds”), for the purpose of paying the cost of refunding certain bonds previously issued to finance the Project, pursuant to the provisions of the resolution adopted by the Board of Commissioners of the Commission on the 1st day of October, 2013, authorizing and providing for the issue of the Bonds (the “Bond Resolution”), the provisions of which are made a part hereof by reference.

B. Upon the issuance of the Bonds, the Commission shall immediately apply the proceeds derived from the sale of the Bonds pursuant to and in the manner and as provided by the terms of the Act and the Bond Resolution.

SECTION II — AMENDMENT OF ORIGINAL LEASE

Paragraph B of Section II of the Original Lease is amended to read as follows:

The County covenants and agrees, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

<u>YEAR</u>	<u>ORIGINAL LEASE RENTAL</u>	<u>ADJUSTMENT DUE TO THIS AMENDMENT</u>	<u>REVISED LEASE RENTAL</u>
2014	\$429,176	\$	\$
2015	429,176		
2016	429,176		
2017	428,737		
2018	429,176		
2019	429,176		
2020	429,176		
2021	134,272		
2022	114,500		

The City covenants and agrees, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

<u>YEAR</u>	<u>ORIGINAL LEASE RENTAL</u>	<u>ADJUSTMENT DUE TO THIS AMENDMENT</u>	<u>REVISED LEASE RENTAL</u>
2014	\$719,509	\$	\$
2015	719,509		
2016	719,509		
2017	718,664		
2018	719,509		
2019	719,509		
2020	719,509		
2021	152,513		
2022	114,500		

Notwithstanding anything contained herein to the contrary, the Lessees each agree to joint and several liability for the aggregate total of the aforesaid annual rents required of the County and the City.

SECTION III — MISCELLANEOUS

A. The obligations of the Commission hereunder are subject to the sale, issuance and delivery by the Commission of the Bonds in the principal amount of \$\_\_\_\_\_. The Commission agrees to proceed as quickly as reasonably possible with the authorization, sale, delivery and issuance of the Bonds.

B. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

C. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authorizing of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Commission; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

PUBLIC BUILDING COMMISSION OF  
MCLEAN COUNTY,  
MCLEAN COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

\_\_\_\_\_  
County Clerk

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

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN COUNTY,  
ILLINOIS

ATTEST:

\_\_\_\_\_  
City Clerk

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

(AFFIX CORPORATE SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Thomas W. Novosad and John L. Morel, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Commission, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Commission, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Matt Sorensen and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Tracey Covert, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Illinois Notary Public

(NOTARIAL SEAL)



Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_  
seconded the motion that said ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon  
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAY: \_\_\_\_\_  
\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved  
and signed the same in open meeting and directed the City Clerk to record the same in the  
records of the City Council of the City of Bloomington, McLean County, Illinois, which was  
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the  
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF MCLEAN     )

**CERTIFICATION OF MINUTES**

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Bloomington, McLean, Illinois (the “City”), and as such officer I am the custodian of the records and files of the offices of the City in my care and custody, particularly the records of the City Council of the City (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 14th day of October, 2013, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE approving a Fourth Amendment to Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Fourth Amendment to Lease Agreement.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears on the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of said meeting; that said agenda contained a separate, specific reference to said ordinance; a copy of said agenda being attached hereto as *Exhibit A*; that at least one copy of said agenda was continuously available for public

review during the entire 72-hour period preceding said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Municipal Code of the State of Illinois, as amended, and the Public Building Commission Act of the State of Illinois, as amended, and that the City Council has complied with all of the applicable provisions of said Acts, and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 14th day of October, 2013.

---

City Clerk

[SEAL]

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF MCLEAN     )

**TAX LEVY FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois (the “*County*”), and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2013, there was filed in my office a duly certified copy of an Ordinance (the “*Ordinance*”) entitled:

AN ORDINANCE approving a Fourth Amendment to Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Fourth Amendment to Lease Agreement.

duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the “*City*”), on the 14th day of October, 2013, and that the same has been deposited in the official files and records of my office.

I do further certify that the direct annual taxes levied in the Ordinance will be extended against all the taxable property contained in the City in and for each of the years 2010 to 2021, inclusive.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said office, this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

County Clerk of The County of  
McLean, Illinois

[SEAL]

#### FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2013, between the Public Building Commission of McLean County, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*Commission*"), as Lessor, and The County of McLean, Illinois, a municipal corporation of the State of Illinois (the "*County*"), and the City of Bloomington, McLean County, Illinois, a municipal corporation of the State of Illinois (the "*City*"), as Lessees.

#### WITNESSETH:

WHEREAS, the Commission, as Lessor, and the County and the City, as Lessees, have heretofore entered into a Lease made the 20th of November, 2001, and amended by an Amendment to Lease Agreement made the 12th day of December, 2003, a Second Lease Agreement Amendment made the 4th day of October, 2005, and a Second Amendment to Lease Agreement made the 27th day of September, 2013 (collectively, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Site and the Parking Site (each as described and defined in the Original Lease) together with the structures thereon and the improvements and additions provided for under the Original Lease, including the Project (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease to take into account the issuance by the Commission of bonds to refund certain bonds previously issued by the Commission to finance the Project; and

WHEREAS, in order to provide the necessary revenues for the payment of said refunding bonds, for the payment of bonds of the Commission issued or hereafter issued for the improvement of the Site, the Parking Site, the structures thereon or the improvements and additions provided for under the Original Lease, including the Project, for all interest that may accrue on said bonds and for the costs of administration as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease as hereinafter set forth:

NOW THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

#### SECTION I — REFUNDING BONDS

For the purpose of refunding certain bonds previously issued by the Commission to finance the Project, the following actions will be taken by the Commission:

- A. The Commission shall, with reasonable promptness, upon the execution of this Amendment and pursuant to the provisions of Section 15 of the Public Building

Commission Act of the State of Illinois, as amended (the “Act”), provide for the authorization, sale, execution and delivery by it of its bonds in the principal amount of \$\_\_\_\_\_ to be designated “Public Building Revenue Refunding Bonds, Series 2013” (the “Bonds”), for the purpose of paying the cost of refunding certain bonds previously issued to finance the Project, pursuant to the provisions of the resolution adopted by the Board of Commissioners of the Commission on the 1st day of October, 2013, authorizing and providing for the issue of the Bonds (the “Bond Resolution”), the provisions of which are made a part hereof by reference.

B. Upon the issuance of the Bonds, the Commission shall immediately apply the proceeds derived from the sale of the Bonds pursuant to and in the manner and as provided by the terms of the Act and the Bond Resolution.

SECTION II — AMENDMENT OF ORIGINAL LEASE

Paragraph B of Section II of the Original Lease is amended to read as follows:

The County covenants and agrees, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

<u>YEAR</u>	<u>ORIGINAL LEASE RENTAL</u>	<u>ADJUSTMENT DUE TO THIS AMENDMENT</u>	<u>REVISED LEASE RENTAL</u>
2014	\$429,176	\$	\$
2015	429,176		
2016	429,176		
2017	428,737		
2018	429,176		
2019	429,176		
2020	429,176		
2021	134,272		
2022	114,500		

The City covenants and agrees, on or before October 1 of each of the years hereafter designated, to pay to the Commission for the use and occupancy of the demised premises, the following annual rentals:

<u>YEAR</u>	<u>ORIGINAL LEASE RENTAL</u>	<u>ADJUSTMENT DUE TO THIS AMENDMENT</u>	<u>REVISED LEASE RENTAL</u>
2014	\$719,509	\$	\$
2015	719,509		
2016	719,509		
2017	718,664		
2018	719,509		
2019	719,509		
2020	719,509		
2021	152,513		
2022	114,500		

Notwithstanding anything contained herein to the contrary, the Lessees each agree to joint and several liability for the aggregate total of the aforesaid annual rents required of the County and the City.

### SECTION III — MISCELLANEOUS

A. The obligations of the Commission hereunder are subject to the sale, issuance and delivery by the Commission of the Bonds in the principal amount of \$\_\_\_\_\_. The Commission agrees to proceed as quickly as reasonably possible with the authorization, sale, delivery and issuance of the Bonds.

B. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

C. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authorizing of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Commission; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

PUBLIC BUILDING COMMISSION OF  
MCLEAN COUNTY,  
MCLEAN COUNTY, ILLINOIS

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

\_\_\_\_\_  
County Clerk

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

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN COUNTY,  
ILLINOIS

ATTEST:

\_\_\_\_\_  
City Clerk

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

(AFFIX CORPORATE SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN    )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Commission, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Commission, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Matt Sorensen and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Tracey Covert, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

---

Illinois Notary Public

(NOTARIAL SEAL)

## McLean County PBC

### Refunding of 2004 PBC Revenue Bonds Savings Analysis and Summary

Projected PBC Refunding Bonds Debt Service \$1.550 Million* BQ TAX-EXEMPT (Bond Structure as received from First Midstate)											
Levy Year	Prior 2004 Bonds Debt Service	Payment Date	Principal	Coupon	Yield	Interest	Semi-Annual Debt Service	Annual Debt Service	Projected Semi-Annual Savings	Projected Annual Savings	Present Value of Savings
2012	32,631	10/1/2013	-	-	-	-	-	-	32,631	32,631	32,042
2013	182,631	5/1/2014	165,000	3.150%	3.150%	52,894	217,894	239,708	-35,263	-27,333	-26,542
2014	179,744	5/1/2015	165,000	3.150%	3.150%	21,814	186,814	206,029	7,930	459	321
2015	26,744	11/1/2015	165,000	3.150%	3.150%	19,215	184,215	200,831	7,529	-419	-479
2016	176,744	5/1/2016	165,000	3.150%	3.150%	16,616	181,616	195,634	7,053	-1,371	-1,297
2017	23,669	11/1/2017	165,000	3.150%	3.150%	14,018	204,018	215,043	-7,948	-2,530	-2,237
2018	20,594	5/1/2018	190,000	3.150%	3.150%	11,025	201,025	209,058	6,576	-3,939	-3,324
2019	195,594	11/1/2018	190,000	3.150%	3.150%	8,033	218,033	222,758	-8,424	-758	-658
2020	16,919	5/1/2019	210,000	3.150%	3.150%	4,725	214,725	216,143	5,894	-2,943	-2,323
2021	191,919	11/1/2019	210,000	3.150%	3.150%	1,418	214,725	216,143	-9,106	-2,943	-2,323
2022	13,200	5/1/2020	90,000	3.150%	3.150%	1,418	91,418	91,418	5,168	112,983	85,107
2019	213,200	11/1/2020	210,000	3.150%	3.150%	8,033	218,033	222,758	-4,833	-758	-658
2020	8,800	5/1/2021	210,000	3.150%	3.150%	4,725	214,725	216,143	4,075	-2,943	-2,323
2021	208,800	11/1/2021	210,000	3.150%	3.150%	1,418	214,725	216,143	-5,925	-2,943	-2,323
2022	4,400	5/1/2022	90,000	3.150%	3.150%	1,418	91,418	91,418	2,983	-2,943	-2,323
2021	204,400	11/1/2022	90,000	3.150%	3.150%	1,418	91,418	91,418	112,983	112,983	85,107
	<b>1,903,400</b>		<b>1,550,000</b>			<b>246,619</b>	<b>1,796,619</b>	<b>1,796,619</b>	<b>106,781</b>	<b>106,781</b>	<b>80,609</b>

Notes and Assumptions:

\*Par amount is preliminary and subject to change

(1) Dated Date of 10/1/2013

(2) Assumes expected rating of Aa2 from Moody's; subject to rating committee outcome

(3) First Midstate has indicated that the PBC has chosen to realize all of its savings in the final year of the bonds, decreasing debt service in Levy Year 2021 by about \$110,000

(4) For all other notes and assumptions used, please contact First Midstate

Estimated PV Savings:	80,609
Par Refunded:	1,550,000
Savings as % of Refunded Par:	<b>5.201%</b>

MEMORANDUM

TO: Kevin Wills, First Midstate Inc.

FROM: Kyle Harding, Chapman and Cutler LLP

DATE: August 16, 2013

RE: Public Building Commission of McLean County, Illinois (the “PBC”)  
Proposed Refunding of the PBC’s Public Building Revenue Bonds, Series 2004 (the  
“2004 Bonds”)  
List of Required Events

---

1. The County Board of McLean County adopts an ordinance approving another amendment to the 2001 Lease.
2. The City Council of the City of Bloomington adopts an ordinance approving another amendment to the 2001 Lease.
3. The Board of Commissioners of the PBC adopts a resolution approving another amendment to the 2001 Lease and the sale and issuance of refunding bonds (the “2013 Bonds”).
4. Final closing documents for the 2013 Bonds are prepared and signed by County, City and PBC officials and other deal participants.
5. As set forth in the amendment to the 2001 Lease, the rental payments of the County and the City (the “*Rental Payments*”) are reduced to reflect the interest savings realized by the PBC by refunding the 2004 Bonds.
6. Tax abatement certificates, reducing the taxes levied by the County and the City to pay the Rental Payments, are prepared and signed by County and City officials.
7. The 2013 Bonds are delivered to First Midstate and the PBC receives the sale proceeds of the 2013 Bonds.
8. The PBC deposits the sale proceeds of the 2013 Bonds in an escrow account (or with the paying agent for the 2004 Bonds) for the purpose of refunding the 2004 Bonds, as the same are redeemed prior to maturity.

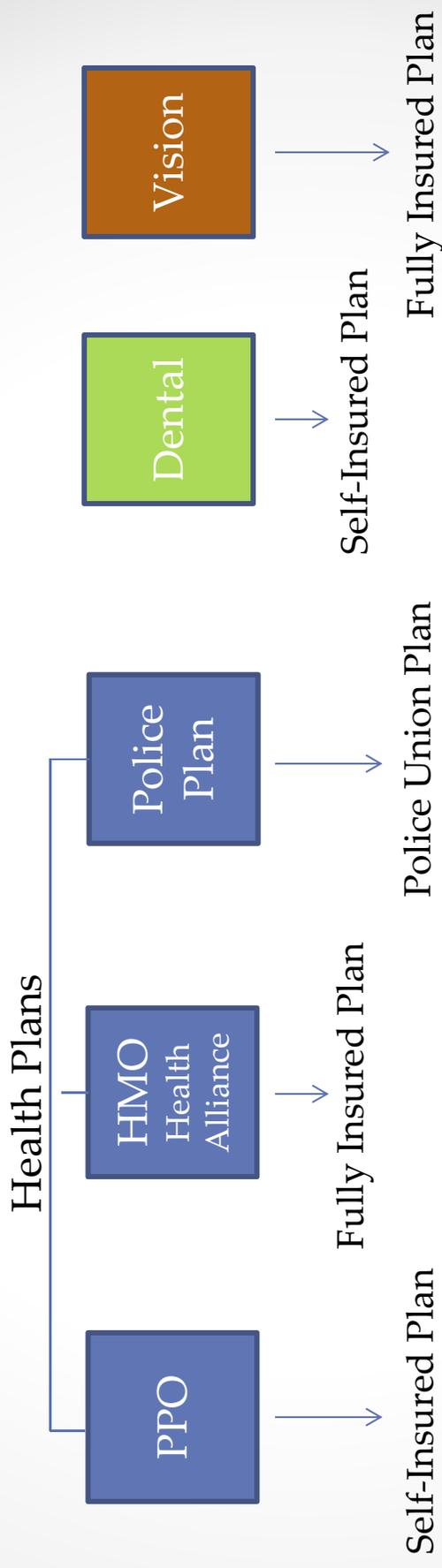
# Health Plan Overview

2014

# Fully- vs. Self-Insured

- Fully Insured
  - Premiums include anticipated expenses and a profit margin.
  - Insurance company takes monetary loss risk (claims and expenses exceed premiums).
  - Insurance company provides network, claim administration, stop loss, pharmacy and other services.
- Self Insured
  - Premiums cover anticipated claims and expenses only
  - Employer takes on risk (minimized through stop loss)
  - Employer rents provider networks, engages claim administrators, purchases stop loss, etc.

# Employee/Retiree Plans



# Health Plan Data

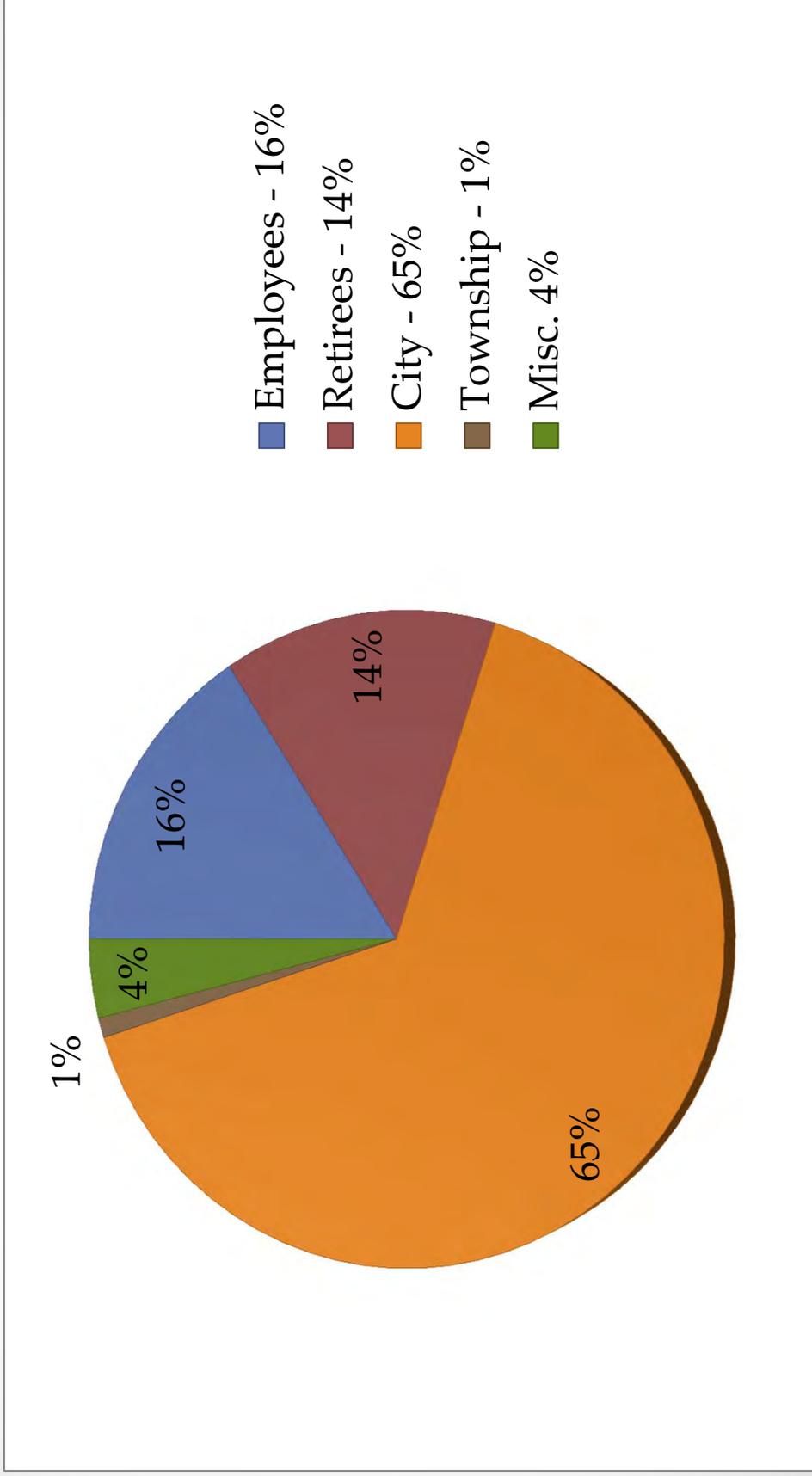
	PPO	HMO	Police Plan
Employees/Retirees	442	118	130
FY13/14 Budget Total	\$6,203,499	\$1,616,090	\$2,248,353
FY13/14 Budgeted City Contribution	\$3,724,808	\$1,134,244	\$1,646,513
Average City Contribution Per Enrollee, Budgeted	\$8,427	\$9,612	\$12,665

# Contracts

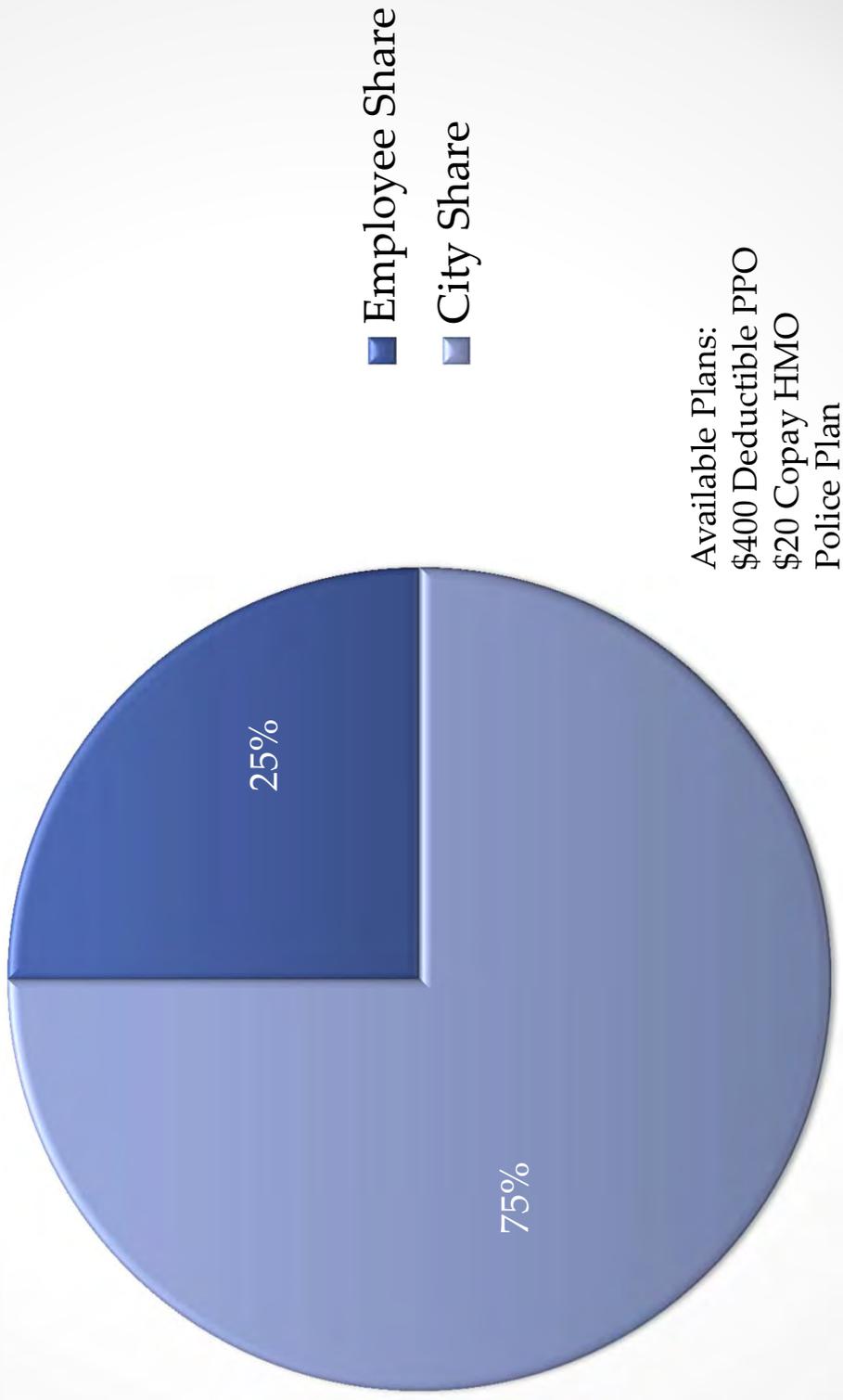
Plan	Current Company	Contract Start	Contract Expiration
PPO Health	Blue Cross as TPA	1/1/2013	12/31/2013
PPO Stop Loss	Blue Cross	1/1/2013	12/31/2013
PPO Rx Mgr.	Catamaran	1/1/2013	12/31/2015
HMO Health	Health Alliance	1/1/2013	12/31/2013
Dental Admin.	Blue Cross as TPA	1/1/2013	12/31/2013
Vision Plan	Vision Service Plan	1/1/2013	12/31/2014
Group Life	MetLife	1/1/2013	12/31/2014
Broker Services	Clemens & Assoc.	1/1/2013	12/31/2013

# Budgeted Health Plan Contributions FY13/14

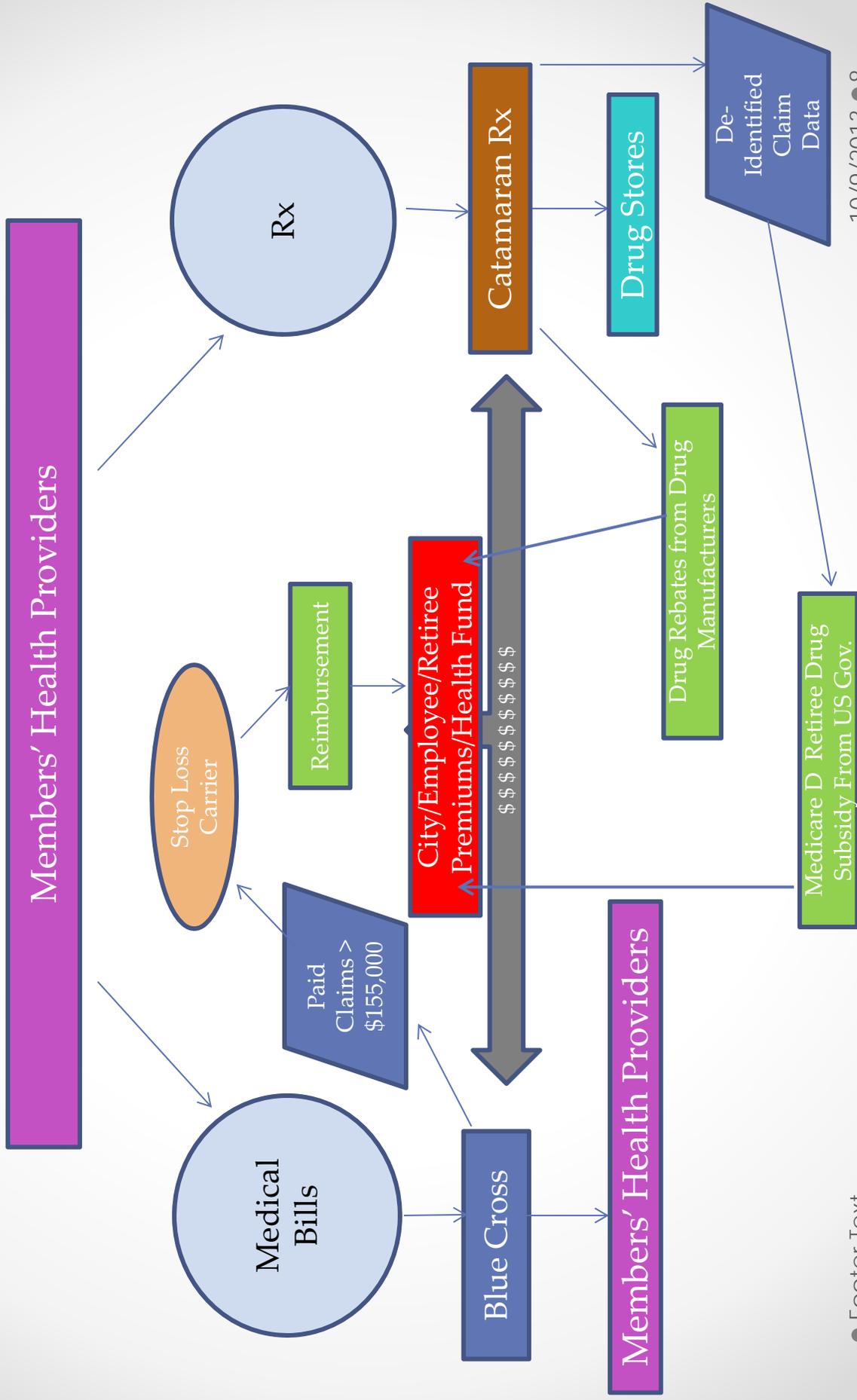
## All Health Plans



# Overall Percent Share of Active Employee Premiums

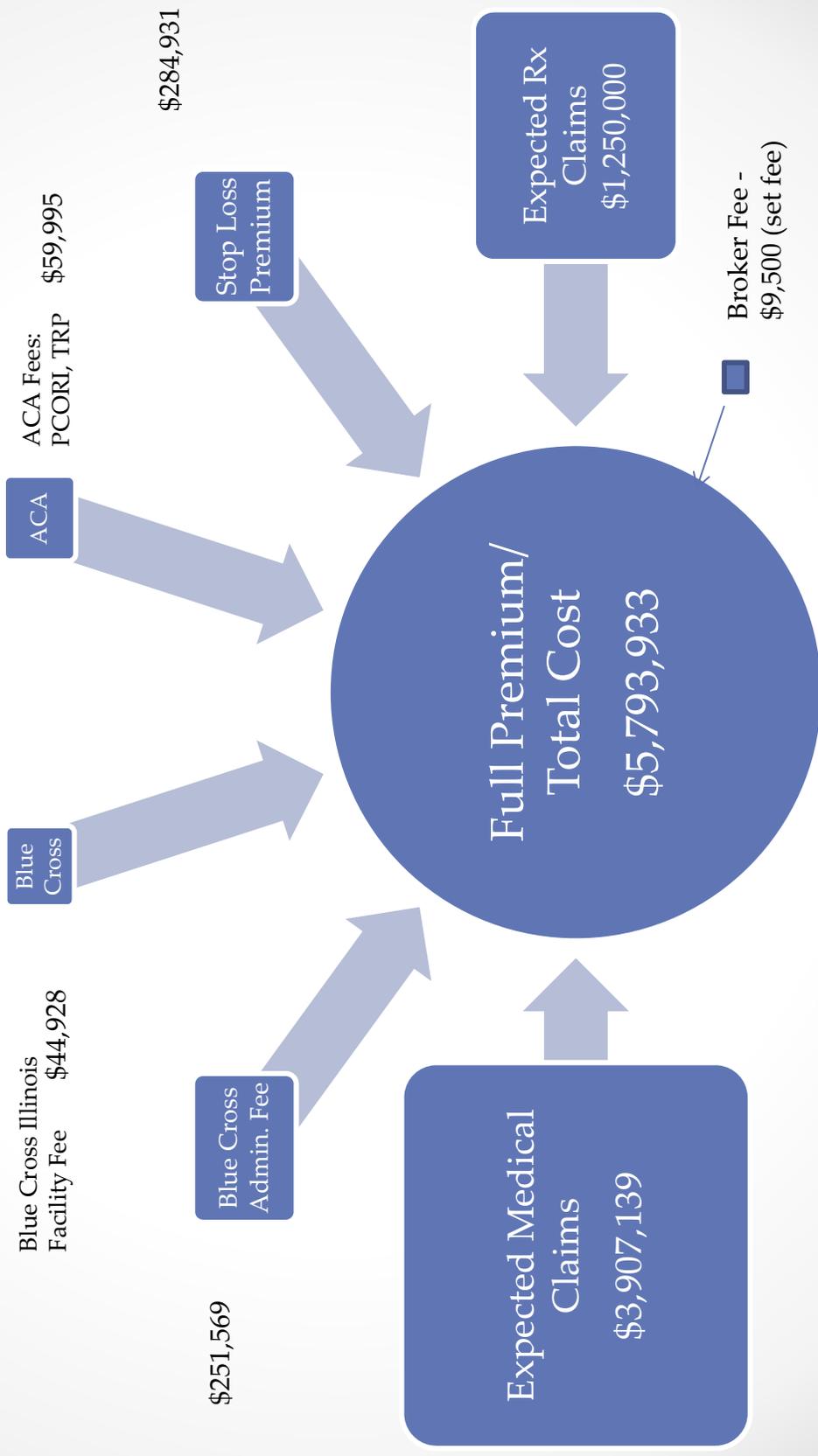


# Anatomy of the PPO Plan

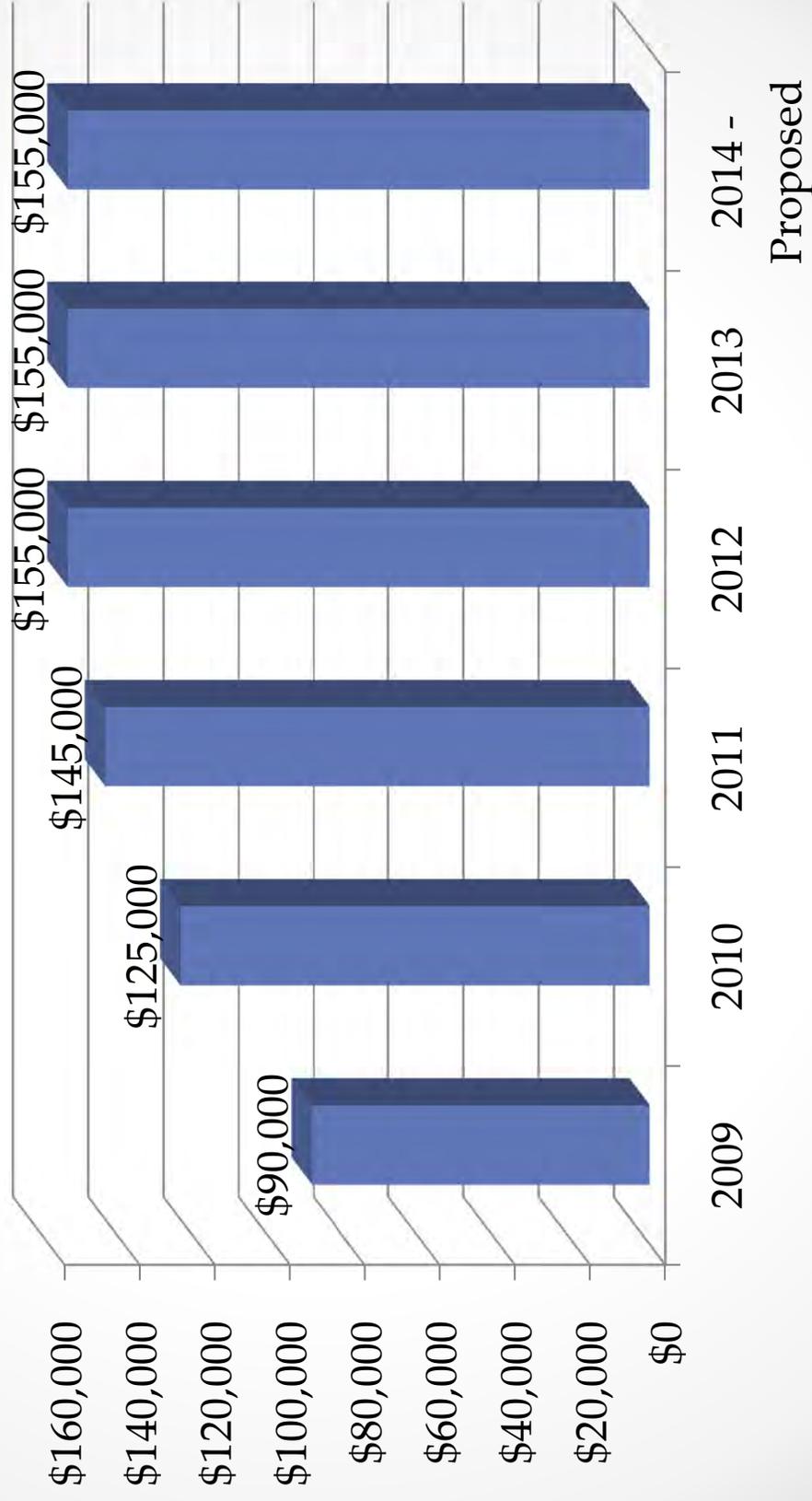


# Anatomy of 2014 PPO Premiums

Amounts Based on Projected Claims and Enrollment



# PPO Individual Stop Loss Coverage



# Comparable City Health Plans

As of June 30, 2013

City	% Paid by Employee	Deductible Single/Fam.	Out of Pocket Single/Fam.	Coinsurance
Aurora Plan A	3% gross	\$0/\$0	\$500/\$1500	90%/10%
Aurora Plan B	3 - 4% gross	\$0/\$0	\$750/\$2250	90%/10%
Aurora Plan C	12.75% prem.	\$250/\$750	\$1000/\$2000	90%/10%
Bloomington	25% prem.	\$400/\$800	\$1400/\$2800	80%/20%
Champaign	0%/30%	0\$	\$1500/\$3000	80%/20%
DeKalb	3.5 - 5.5% base	\$500/\$1500	\$1000/\$3000	90%/10%
DeKalb Fire	0% (EE only)	\$2000	\$2500	70%/30%
Elgin	9 - 15 % prem.	\$200/\$600	\$3000/\$6000	80%/20%
Joliet	6 - 16% prem.	\$250/\$500	\$1000/\$3000	100%/0%
Normal	0% Sing.	\$50/\$150	\$1500/\$2000	80%/20%
Peoria Plan A	10 - 16% prem.	\$500/\$1000	\$1500/\$3000	80%20%



# Comparable City Health Plans

As of June 30, 2013

City	% Paid by Employee	Deductible Single/Fam.	Out of Pocket Single/Fam.	Coinsurance
Peoria Plan B*	5 – 8% prem.	\$2500/\$5000	\$2500/\$5000	100%/0%
Rockford Plan A	4-7% prem.	\$400/\$1200	\$1200/\$3600	90%/10%
Rockford Plan B	4.2 - 7% prem.	\$200/\$600	\$1000/\$3000	90%/10%
Rockford Plan C*	0 – 1.6% prem.	\$1500/\$3000	\$3000/\$6000	80%/20%
Springfield Plan A	16 – 19% prem.	\$100/\$300	\$250/\$750	85%/15%
Springfield Plan B	0 – 28% prem.	\$500/\$2500	\$1000/\$5000	70%/30%
Average Excluding COB	5- 14%	\$466/\$940**	\$1570/\$3273	85%/15%
COB	25%/25%	\$400/\$800	\$1400/\$2800	80%/20%
<b>**Employer contribution deducted when applicable.</b>				

\* Employer Contributes \$750/\$1500 per year to HSA



FOR COUNCIL: October 14, 2013

**SUBJECT:** Client Agreement with Blue Cross/Blue Shield of Illinois (Blue Cross) for Third Party Administrator (TPA) Services and Individual Stop Loss (ISL) Insurance for the Employee and Retiree Preferred Provider Organization (PPO) Health Plans; Client Agreement with Health Alliance Medical Plans (HAMP) for Employee and Retiree Health Maintenance Organization (HMO) Plan Option; Client Agreement with Blue Cross for TPA Services for the Employee and Retiree Dental Plan

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

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

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

**BACKGROUND:** The City provides health, dental and vision options to its employees and retirees. The contract and plan years for these benefits are January to December. Employees and retirees have a choice between two (2) City provided health plans: a PPO plan and an HMO plan. All employees and retirees who choose either the PPO or the HMO plan are now either on the \$400 deductible PPO plan or the \$20 copay HMO plan. Sworn police personnel have an additional option of a union plan which is not a part of this memorandum. The City has used the broker services of Phil Sauder, Clemens and Associates, in procuring and assisting with these benefits and the group life insurance plan.

The PPO plan elements consist of medical and pharmacy claims, administrative fees and individual stop loss. The pharmacy benefit management portion of the plan is administered by Catamaran, a separate entity, and the contract for those services was approved by Council at the October 22, 2012 meeting.

The PPO plan is self-insured by the City whereas the HMO plan is fully insured. With a self-insured plan, the City holds the risk that the claims will not exceed planned expenses. Stop loss insurance covers some of this risk. In a fully insured plan, the insurance company holds the risk that plan expenses and a profit margin will be covered by the premiums charged.

**Blue Cross PPO Administration:** The City utilizes Blue Cross as its TPA, (Third Party Administrator), to administer its employee and retiree PPO health plan. Through the Administrative Services Only (ASO) arrangement the City's plan members have access to the Blue Cross provider network, provider discounts and a variety of services for members and to assist City administrative staff. **For calendar year 2014, there will be no increase to the Blue Cross ASO rate.** It will remain at \$47.43 Per Employee Per Month (PEPM).

Blue Cross also charges an Illinois Facility Access Fee enabling them to develop and maintain an extensive discounted provider network. The Illinois Facility Access Fee is based on Illinois inpatient hospital claims and is a percentage of the savings resulting from the Blue Cross

discounting arrangements with the providers. **There is no change to the Facility Access Fee for calendar 2014.**

Individual Stop Loss (ISL) for PPO Plans: Individual Stop Loss, (ISL), or reinsurance, insures the City in the event that any member of its PPO health plan incurs catastrophic claims during the plan year in excess of a certain dollar amount known as the “deductible”. In 2012, the ISL deductible was increased to \$155,000 from \$145,000. Mr. Sauder and Blue Cross have analyzed the specifics of the City’s PPO claims and **recommend no increase to the deductible for 2014.**

Staff requested that Mr. Sauder bid out the City’s ISL. Blue Cross is currently providing the ISL for the City’s PPO plans. The least expensive quote was received from Blue Cross. **That rate is \$53.72 PEPM which is an increase of 15.4% over the 2013 rate.**

PPO Total Costs: The following shows the total projected plan totals for calendar years 2013 and 2014. The medical claims figures were developed by Blue Cross actuaries.

**PPO - Medical Only - (non-pharmacy)**

	2013 Plan Year	2014 Plan Year	Percent Change
Projected Enrollees	464	442	-4.7%
Projected Net Paid Medical Claims	\$4,155,064	\$3,907,139	-6.0%
Administration Fee	\$264,090	\$251,569	-4.7%
Illinois Facility Access Fee	\$46,977	\$44,928	-4.4%
Individual Stop Loss	\$259,190	\$284,931	9.9%
Broker Fee	\$9,500	\$9,500	0.0%
<b>Total Projected costs</b>	<b>\$4,734,821</b>	<b>\$4,498,067</b>	<b>-5.0%</b>
Recommended Change in Reserves	\$18,555	-\$4,629	-124.9%

Plan premiums need to include an amount for the pharmacy benefit. To cover the anticipated increase to pharmacy expenses, **PPO premiums will increase 2.6% in 2014 over the 2013 premiums with the increase generated by anticipated increases in pharmacy claim costs.** Premiums are shared on average, as seventy-five percent (75%) by the City and twenty-five percent (25%) by employees. Retirees pay the full premium.

**PPO - Full Monthly Premium Equivalents – Including Rx**

Coverage Level	Number of Enrollees	2013 Plan Year	2014 Plan Year	Percentage Change
Employee Only	195	\$549	\$566	3.1%
Employee + One	89	\$1,190	\$1,211	1.8%
Family	122	\$1,873	\$1,923	2.7%
Medicare Primary - Single	27	\$549	564	2.7%
Medicare Primary – Ret. + 1	9	\$1,061	1084	2.1%
<b>Annual Total Projected Cost</b>	<b>442</b>	<b>\$5,590,116</b>	<b>\$5,735,459</b>	<b>2.6%</b>

Health Alliance Medical Plan (HAMP) HMO: The City utilizes HAMP to provide an HMO health plan option to its employees and retirees. This is a fully insured product.

**The HAMP HMO premiums are increasing 15.8% for 2014 over those for 2013.** The high increase is due largely to claim experience and also includes a 3.7% increase to cover Affordable Care Act taxes. Based on 118 enrollees, the estimated total cost for the calendar 2014 plan year is \$1,931,880. Staff anticipates that some employees currently enrolled in the HMO will switch plans given the increase so that total enrollment and total costs for this plan will be lower than projected here.

**HMO - Full Monthly Premiums**

Coverage Level	Number of Enrollees	2013 Plan Year	2014 Plan Year	Percentage Change
Employee Only	38	\$571	\$661	15.8%
Employee + One	16	\$1,122	\$1,300	15.9%
Family	64	\$1,552	\$1,798	15.9%
<b>Annual Total Projected Cost</b>	<b>118</b>	<b>\$1,667,736</b>	<b>\$1,931,880</b>	<b>15.8%</b>

Dental Plan: The City uses Blue Cross/Blue Shield of Illinois to administer its self-funded employee and retiree dental plan. Through the contract the City has access to a small local and nationwide provider network and the discounts which Blue Cross has negotiated.

The dental premium equivalents are comprised of an administrative fee and an actuarial projection of claim costs for plan participants. The following shows the total projected plan totals for calendar years 2013 and 2014. The dental claims figures were developed by Blue Cross actuaries.

**Dental Plan**

	2013 Plan Year	2014 Plan Year	Percent Change
Projected Enrollees	661	663	0.3%
Projected Net Paid Claims	\$485,518	\$470,279	- 3.1%
Administration Fee	\$32,125	\$32,222	0.3%
<b>Total Projected Cost</b>	<b>\$517,643</b>	<b>\$504,217</b>	<b>- 2.9%</b>
Recommended Change in Reserves	\$3,109	\$1,716	-44.8%
<b>Recommended Premium increase</b>			<b>- 3.3%</b>

**Dental - Full Monthly Premium Equivalents**

Coverage Level	2013 Plan Year	2014 Plan Year	Percentage Change
Employee Only	\$31.11	\$30.08	-3.3%
Employee + One	\$62.62	\$60.55	-3.3%
Family	\$94.80	\$91.67	-3.3%

Due to the projected decrease in claims and no increase to the administrative fee, **dental premiums will decrease by 3.3% for 2014 over 2013.** The City shares the costs of this plan equally (50%/50%) with its employees. Retirees pay full premium costs (0% City/100% retiree).

**ALDERMANIC COMMITTEE BACKGROUND:** Preliminary information was presented to the Administration and Finance Committee on September 10, 2013 by City staff and Phil Sauder, Clemens and Associates.

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

**FINANCIAL IMPACT:** The total amounts cited above represent the anticipated full cost to provide health and dental insurance for employees, retirees and Township employees. The Township reimburses the City for their benefit costs. Once premiums and reimbursements from all sources were factored in, the City paid for sixty-two percent (62%) of the total health insurance costs for the PPO and HMO plans and forty-three percent (43%) of the dental plan costs in FY 2012/2013.

The following illustrates the projected impact the current renewals may have on the FY 2013/2014 budget. The actual figures will depend on January's enrollment and on the actual claims paid under the PPO and dental plan. Broker services were budgeted within the PPO fund divisions and there is no change to the cost of this service.

	<b>PPO Plan*</b>	<b>HAMP HMO</b>	<b>Dental Plan</b>
Total Budgeted Amt.	\$6,203,499	\$1,616,090	\$535,682
Budgeted City Amt.	\$3,724,808	\$1,134,244	\$228,592
Budgeted Increase %**	8.0%	8.0%	6.0%
Renewal Increase %**	2.6%	15.8%	-3.3%
Est. Projected Impact To Total Budget**	-\$103,391 (under budget)	\$38,905.87 (over budget)	-\$15,666 (under budget)

\*PPO Plan – Includes both medical (Blue Cross) and pharmacy (Catamaran) components.

\*\*The budget increase percent was the increase estimated for January 2014 when the FY 2013/2014 budget was prepared. The renewal increase percent is the actual percent increase for January 2014. The estimated projected impact to total budget is the difference between the projected and actual increases taken over the four (4) remaining months of the FY 2013/2014 budget, (January 2014 through April 2014).

The items in this memo are budgeted for FY 2013/2014 as follows:

Blue Cross PPO, Claims, Administration and Stop Loss: fund divisions 60200210 and 60280210.

Health Alliance Medical Plans HMO: fund divisions 60200232 and 60280232.

Dental Claims and Administration: fund divisions 60200240 and 60280240.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, Compensation and Benefit Manager

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. ASO Contract  
Attachment 2. Health Alliance Group Enrollment Agreement  
Attachment 3. DRAFT Administration and Finance Committee Meeting Minutes 9/10/13

---

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

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

## Benefit Program Application ("ASO BPA")

### Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation,  
a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Group Status: Renewing ASO Account

If former HCSC Insured Group converting to ASO, on what basis? Not applicable

Employer Account Number (6-digits): 993034      Group Number(s): P93034 and 993034      Section Number(s): 0004, 0005, 0006, 0007, 8889

Legal Employer Name: City of Bloomington

(Specify the employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be included. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED.)

ERISA Regulated Group Health\* Plan:  Yes  No

If Yes, is your ERISA Plan Year a period of 12 months beginning on the Anniversary Date specified below?  Yes  No  
If no, please specify your ERISA Plan Year\*: Beginning Date \_\_\_/\_\_\_/\_\_\_ End Date \_\_\_/\_\_\_/\_\_\_ (month/day/year)

ERISA Plan Administrator\*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, please give legal reason for exemption:  
Select legal reason ; if applicable, specify other: \_\_\_\_\_

Is your Non-ERISA Plan Year a period of 12 months beginning on the Anniversary Date specified below?  Yes  No  
If no, please specify your Non-ERISA Plan Year: Beginning Date \_\_\_/\_\_\_/\_\_\_ End Date \_\_\_/\_\_\_/\_\_\_ (month/day/year)

**For more information regarding ERISA, contact your Legal Advisor.**

\*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: 1-1-2014

Anniversary Date: Month/Year 01 / 2015

### ACCOUNT INFORMATION

NO CHANGES  SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9311

Employer Identification Number (EIN): 37-6001563

Address: 109 East Olive

City: Bloomington

State: IL

Zip: 61701

Administrative Contact: Laurie Wollrab

Title: Compensation and Benefits Manager

Email Address: lwollrab@ctyblm.org

Phone Number: 309-434-2504

Fax Number: N/A

Subsidiaries: None

Affiliated Companies: None

(If Affiliated Companies listed above are to be covered, a separate "Addendum to the Benefit Program Application Regarding Affiliated Companies" must be completed, signed by the Employer's authorized representative, and attached to this Benefit Program Application.)

Blue Access for Employers (BAE) Contact: Laurie Wollrab

(The BAE Contact is the Employee of the Account authorized by the Employer to access and maintain its account in BAE.)

Email Address: lwollrab@ctyblm.org

Fax Number: N/A

Phone Number: 309-434-2504

### SCHEDULE OF ELIGIBILITY

NO CHANGES  SEE ADDITIONAL PROVISIONS

1. Eligible Person means:
  - A full-time employee of the Employer.
  - A full-time employee who is a member of: \_\_\_\_\_ (name of union)
  - Other:
  
2. Full-Time Employee means:
  - A person who is regularly scheduled to work a minimum of 30 hours per week and who is on the permanent payroll of the Employer.
  - Other:
  
3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:
  - The date such person ceases to meet the definition of Eligible Person.
  - The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
  - Other:
  
4. Civil Union Partners covered:
  - i.  Yes. Check "Yes" if Employer is an Illinois county, municipality, the State of Illinois, subject to the Illinois School Code, a church plan or other non-ERISA plan. For such Employers, a Civil Union Partner and his or her dependents are automatically eligible to enroll for coverage and, once enrolled, eligible for continuation of coverage as described in the Employer's Plan. Skip to item 5 below.
  - ii. For all other Employers,  Yes  No  
 If yes: A Civil Union Partner and his or her dependents are eligible to enroll for coverage.  
 If yes, are Civil Union Partners and his or her dependents eligible for continuation of coverage?  Yes  No  
 The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Civil Union Partners.
  
5. Domestic Partners covered:  Yes  No (skip to Question 6)  
 If yes: A Domestic Partner is eligible to enroll for coverage.  
 If yes, are Domestic Partners eligible for continuation of coverage?  Yes  No  
 If yes, are dependents of Domestic Partners eligible to enroll for coverage?  Yes  No  
 If yes, are dependents of Domestic Partners eligible for continuation of coverage?  Yes  No  
 The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Domestic Partners.
  
6. The Limiting Age for covered children is **Twenty-six (26) years**, regardless of presence or absence of a child's financial dependency, residency, student status, employment, marital status or any combination of those factors.  
 If Employer is an Illinois county, municipality, the State of Illinois, or subject to the Illinois School Code, this Limiting Age is extended to **thirty (30) years**, for unmarried eligible military personnel as described in the Employer's Plan.  
 To cover dependent children age twenty-six (26) and over other than unmarried eligible military personnel described above, you may select and complete option i. or ii. below:
  - i.  The Limiting Age for covered children age twenty-six (26) or over,
    - who are unmarried
    - regardless of marital status,
 is \_\_\_\_\_ years. (Twenty-seven (27) through thirty (30) are the available options.)
  - ii.  The Limiting Age for covered children **who are full-time students** and age twenty-six (26) or over,
    - who are unmarried
    - regardless of marital status,
 is \_\_\_\_\_ years (Twenty-seven (27) through thirty (30) are the available options.)
 Coverage based on the Limiting Age(s) elected above terminates on:
  - The birthday on which the Limiting Age is reached.
  - The last day of the calendar month in which the Limiting Age is reached.
 However, such coverage shall be extended in accordance with any applicable federal or state law.
  
7. **Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan** (The effective date must not exceed 90 calendar days from the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law.)

- The date of employment.
- The            day of employment.
- The            day of the month following            month(s) of employment.
- The            day of the month following            days of employment.
- The 1st day of the month following the date of employment.
- Other: Except for Police Unit 21, will become eligible date of employment.

8. Enrollment:

*Special Enrollment:* An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a qualifying event if he/she did not apply prior to his/her Eligibility Date or when eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to termination of previous coverage, the date of application of coverage. In the case of a qualifying event due to loss of coverage under Medicaid or a state children's health insurance program, however, this enrollment opportunity is not available unless the Eligible Person requests enrollment within sixty (60) days after such coverage ends.

*Late Enrollment:* An Eligible Person may apply for coverage, Family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

*Open Enrollment:*  Yes  No

An Eligible Person may apply for coverage, Family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Open Enrollment Period.

- Specify Open Enrollment Period: 11-1 thru 12-31 for a 1-1 effective date

Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

9. Will extension of benefits due to temporary layoff, disability or leave of absence apply?  Yes (specify number of days below)  No (skip to question 10)

Temporary Layoff:            days      Disability:            days      Leave of Absence:            days

*However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law.*

10. \*\* Does COBRA Auto Cancel apply?  Yes  No

*Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.*

*\*\* Not recommended for accounts with automated eligibility.*

**LINES OF BUSINESS**  
(Check all applicable products)

**NO CHANGES**       **See Additional Comments**

**Managed Care Coverage:**

Participating Provider Option (PPO)

Point of Service (POS) (BlueChoice)

BlueChoice Select

Comprehensive Major Medical

Base Plus

**Consumer Driven Health Plan:**

Health Care Account (HCA) Administrative Services  
*(if purchased, complete separate HCA BPA)*

BlueEdge FSA (Vendor: ConnectYourCare)

**Outpatient Prescription Drugs:**

Outpatient Prescription Drug Program

Covered under the medical benefit

**Dental Coverage**

**Blue Care Connection<sup>®</sup>**

**Stop Loss** *(if purchased, complete separate Exhibit to the Stop Loss Coverage Policy)*

**Dearborn National Life Insurance** *(if purchased, complete separate Life application)*

**HCSC COBRA Administrative Services** *(if purchased, complete separate COBRA Administrative Services Addendum to the BPA)*

**Blue Directions** (Private Exchange)

**Additional Comments:** \_\_\_\_\_

## FEE SCHEDULE

<b>Payment Specifications</b>		
<input checked="" type="checkbox"/> <b>NO CHANGES</b> <input type="checkbox"/> <b>SEE ADDITIONAL PROVISIONS</b>		
<b>Employer Payment Method:</b> <input type="checkbox"/> Online Bill Pay <input checked="" type="checkbox"/> <b>Electronic</b> <input type="checkbox"/> Check		
<b>Employer Payment Period:</b> <input checked="" type="checkbox"/> <b>Weekly</b> (cannot be selected if Check is selected as payment method above) <input type="checkbox"/> <b>Twice-Monthly</b> <input type="checkbox"/> <b>Monthly</b> <input type="checkbox"/> <b>Other</b> (please specify)		
<b>Claim Settlement Period:</b> <input checked="" type="checkbox"/> <b>Monthly</b> <input type="checkbox"/> <b>Other</b> (please specify)		
<b>Run-Off Period:</b> Employer Payments are to be made for <u>12</u> months following end of Fee Schedule Period. Standard is twelve (12) months.		
<b>Final Settlement:</b> Final Settlement is to be made within <u>60</u> days after end of Run-Off Period. Standard is sixty (60) days.		

<b>Fee Schedule Period</b>
<b>To begin on Effective Date of Coverage and continue for:</b> <input checked="" type="checkbox"/> 12 Months <input type="checkbox"/> Other (please specify):        Months

<b>Administrative Charge(s)</b>
<input type="checkbox"/> <b>NO CHANGES</b> <input type="checkbox"/> <b>SEE ADDITIONAL PROVISIONS</b>

Applies to all coverages  
 Different percentage(s) or amount(s) for the following types of coverages. Please specify: Medical Admin Fee \$47.43 PEPM /// Dental Admin Fee \$4.05 PEPM

Subscriber Share Methodology for Illinois Network Provider Claims Applies:  Yes     No  
 (If no, a letter declining Subscriber Share Methodology for Claims processing must be attached to this Benefit Program Application.)

**Administrative Charge Chart:**

Each column can be used to differentiate rates between product types or employee tiers. All columns do not need to be used. All fees listed are per employee per month.

<b>Administrative Per Employee per Month (PEPM) Charges</b>				
<b>Product / Service</b>	<b>P93034</b>	<b>P93042</b>	<b>993034</b>	
Administrative Fee	\$ <u>47.43</u>	\$ <u>47.43</u>	\$ <u>4.05</u>	\$ _____
Commissions	\$ _____	\$ _____	\$ _____	\$ _____
Dental	\$ _____	\$ _____	\$ _____	\$ _____
Fiduciary	\$ _____	\$ _____	\$ _____	\$ _____
Rx Administrative Fee	\$ _____	\$ _____	\$ _____	\$ _____
*Prescription Drug Rebate Credit	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category	\$ _____	\$ _____	\$ _____	\$ _____

List Service: _____				
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____

\*Prescription Drug Rebate Credit per Covered Employee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. Rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in the governing Administrative Services Agreement to which this ASO BPA is attached under the section titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
<b>Total:</b>		\$ _____

**Note:** Additional services and/or fees may be itemized in the "Miscellaneous" fields above or in the Additional Comments section below.

**Legacy Carve Out Disease Management:** Not applicable

**Additional Comments** (Provide any additional details regarding the fee structure): \_\_\_\_\_

<b>Claim Administrator Provider Access Fee(s)</b>
<b>NO CHANGES</b> <input type="checkbox"/> <b>SEE ADDITIONAL PROVISIONS</b> <input type="checkbox"/>
<b>Group Number(s):</b> P93042
<input checked="" type="checkbox"/> % of ADP Savings: 1.75%
<input type="checkbox"/> \$ per Covered Employee per month: \$
<b>Complete for Groups with multiple Provider Access Fees by products (i.e., CMM, PPO and/or POS plans):</b>
<b>Group Number(s):</b>
<input type="checkbox"/> % of ADP Savings: %
<input type="checkbox"/> \$ per Covered Employee per month: \$
<b>BlueCard Program/Network access fees:</b> Available upon request.

**Other Service and/or Program Fee(s)**

**NO CHANGES**     **SEE ADDITIONAL PROVISIONS**

**Not applicable to Grandfathered Plans**

**External Review Coordination:**

If selected, Employer acknowledges and agrees: (i) to a fee of \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan; (ii) that the Claim Administrator's coordination shall include reviewing external review requests to ensure that they meet eligibility requirements, referring requests to accredited external independent review organizations, and reversing the Plan's determinations if so indicated by external independent review organizations; and (iii) that the external reviews shall be performed by an independent third party entity or organization and not the Claim Administrator. Amounts received by Claim Administrator and external independent review organizations may be revised from time to time and may be paid each time an external review is undertaken. Further, Employer elects for external reviews to be performed under the process selected below (select one):

State of Illinois External Review Process       Federal Affordable Care Act Process

**Reimbursement Provision:**  Yes     No

If yes: It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.

**Conversion Privilege:**  Yes     No    *If yes, conversion fee: \$6,000 per conversion.*

**Claim Administrator's Third Party Recovery Vendor:**

It is understood and agreed that in the event the Claim Administrator's Third Party Recovery Vendor makes a recovery on a claim, the Employer will pay no more than 25% of any recovered amount.

**Termination Administrative Charge**

As applies to the Run-Off Period indicated in the Payment Specifications section below:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination**, the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service charges in effect as of the termination date and the Plan participation of the two (2) months immediately preceding the termination date. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.
- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination**, the Termination Administrative Charge will be such service charges in effect at the time of termination to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination.

Termination Administrative Charges assume the continuation of the Plan benefit program(s) and the administrative services in effect prior to termination. Should such Plan benefit program(s) and/or administrative services change, or in the event the average Plan enrollment during the three (3) months immediately preceding termination varies by ten percent (10%) or more from the enrollment used to determine the service charges in effect at the time of termination, the Claim Administrator reserves the right to adjust the rates for service charges (including, but not limited to, access fees) to be used to compute the Termination Administrative Charge.

## Broker/Consultant Compensation

The Employer acknowledges that if any broker/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's broker/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the broker/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its broker/consultant.

## OTHER PROVISIONS

**NO CHANGES**     **SEE ADDITIONAL PROVISIONS**

1. **Will Claim Administrator Issue Certificate of Creditable Coverage:**  Yes  No

*If yes: The Employer directs the Claim Administrator to issue to individuals, whose coverage under the Plan terminates during the term of the Administrative Services Agreement to which this ASO BPA is attached, a Certificate of Creditable Coverage, if required by applicable law. The Certificate of Creditable Coverage shall be based upon information required for issuance of a Certificate of Creditable Coverage to be provided to the Claim Administrator by the Employer and coverage under the Plan during the term of the Administrative Services Agreement.*

2. **Summary of Benefits & Coverage:**

a. Will Claim Administrator create Summary of Benefits & Coverage (SBC)?

Yes. Please answer question b. The SBC Addendum is attached.

No. If No, then the Employer acknowledges and agrees that the Employer is responsible for the creation and distribution of the SBC as required by Section 2715 of the Public Health Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time, and that in no event will the Claim Administrator have any responsibility or obligation with respect to the SBC. The Claim Administrator is not obligated to respond to or forward misrouted calls, but may, at its option, provide participants and beneficiaries with Employer's contact information. A new clause (e) is added to Subsection C. in the Additional Provisions as follows: "(e) the SBC". (Skip question b.)

b. Will Claim Administrator distribute the Summary of Benefits & Coverage (SBC) to participants and beneficiaries?

No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.

Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.

Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.

3. **Case Management Program/Medical Services Advisory:**  Yes  No

*If yes: The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons in accordance with the provisions of the Administrative Services Agreement to which this ASO BPA is attached and the Employer's plan document.*

4. **Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-certification is required:**  Yes  No If no, Employer authorizes Claim Administrator to post Employer's pre-certification requirements on Claim Administrator's Website:  Yes  No

5. **Does Employer have any Employees that reside in Massachusetts?**  Yes  No

The Massachusetts Health Care Reform Act requires employers to provide, or contract with another entity to provide, a written statement to individuals residing in Massachusetts who had "creditable coverage" at any time during the

prior calendar year through the employer's group health plan and to file a separate electronic report to the Massachusetts Department of Revenue verifying information in the individual written statements.

a. Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act. Such written statements and electronic reporting shall be based on information provided to the Claim Administrator by the Employer and coverage under the Plan during the term of the Administrative Services Agreement. The Employer hereby certifies that, to the best of its knowledge, such coverage under the Plan is "creditable coverage" in accordance with the Massachusetts Health Care Reform Act. The Employer acknowledges that the Claim Administrator is not responsible for verifying nor ensuring compliance with any tax and/or legal requirements related to this service. The Employer or its Covered Employees should seek advice from their legal or tax advisors as necessary.

Yes  No

b. If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.

**6. EHB Election:**

Employer elects EHBs based on the following:

1. EHBs based on a HCSC state benchmark:

Illinois  Oklahoma  
 Montana  Texas  
 New Mexico

2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX

If so, indicate the state's benchmark that Employer elects: \_\_\_\_

3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Illinois benchmark plan.

**7. This ASO Benefit Program Application (ASO BPA) is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.**

**ADDITIONAL PROVISIONS:**

**A. Grandfathered Health Plans:** Employer shall provide Claim Administrator with written notice prior to renewal (and during the plan year, at least 60 days advance written notice) of any changes that would cause any benefit package of its group health plan(s) (each hereafter a "plan") to not qualify as a "grandfathered health plan" under the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's grandfathered health plan status or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and part of the BPA and Agreement, and Employer represents and warrants that such Form is true, complete and accurate.

**B. Retiree Only Plans, Excepted Benefits and/or Self-Insured Nonfederal Governmental Plans:** If the BPA includes any retiree only plans, excepted benefits and/or self-insured nonfederal governmental plans (with an exemption election), then Employer represents and warrants that one or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's exempt plan status.

**C.** Employer shall indemnify and hold harmless Claim Administrator and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or



# PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

Group No.: P93042 By: \_\_\_\_\_  
993034 \_\_\_\_\_  
Print Signer's Name Here  
➔ \_\_\_\_\_  
Signature and Title

Group Name: City of Bloomington

Address: 109 East Olive

City: Bloomington State: IL Zip Code: 61701

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

**GROUP ENROLLMENT AGREEMENT  
BETWEEN**

**Health Alliance Medical Plans, Inc.**

**AND**

**City of Bloomington**

**Effective Period:**

**January 1, 2014 – December 31, 2014**

## **TABLE OF CONTENTS**

Section 1.	General Purpose
Section 2.	Definitions
Section 3.	Obligations of Plan Sponsor
Section 4.	Obligations of Health Alliance
Section 5.	Ineligible Participants
Section 6.	Legal Relationship Between Parties
Section 7.	Rights of Parties and Members
Section 8.	Term and Termination of Agreement
Section 9.	Health Alliance Insolvency
Section 10.	Amendments or Assignments
Section 11.	Non-Discrimination
Section 12.	Applicable Law and Dispute Resolution
Section 13.	Notices
Section 14.	Entire Contract
Section 15.	Miscellaneous

## **GROUP ENROLLMENT AGREEMENT**

THIS AGREEMENT, executed in duplicate, each of which shall be considered an original, is made and entered into between Health Alliance Medical Plans, Inc. (“Health Alliance”), an Illinois domestic stock insurance corporation, with its principal office at 301 South Vine Street, Urbana, Illinois and City of Bloomington an Illinois municipal corporation with its principal office at 109 E. Olive Street, Bloomington, IL (“Plan Sponsor”).

### **RECITALS**

WHEREAS, Health Alliance is a domestic stock insurance corporation validly organized, duly authorized, and certified to do business in the State of Illinois to underwrite and issue health insurance products, including but not limited to, HMO, PPO and POS type products; and

WHEREAS, Plan Sponsor employs individuals or has members (“Eligible Participants”) who it desires to obtain coverage for health care services for said Eligible Participants and their Dependents from Health Alliance in accordance with the terms and conditions of the health welfare benefit plan (“Plan”) established by the Plan Sponsor; and

WHEREAS, Health Alliance and Plan Sponsor desire to enter into an agreement by which Plan Sponsor will make available to Eligible Participants under the Plan the option of obtaining coverage for health care services through health insurance products issued by Health Alliance.

NOW, THEREFORE, in consideration of the promises, the above-stated recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, Health Alliance and Plan Sponsor agree as follows:

#### **Section 1. GENERAL PURPOSE**

- 1.1 The intent of this Agreement is to establish a harmonious relationship between Health Alliance and the Plan Sponsor in regard to making available to Eligible Participants the option of electing coverage for health care services under the terms and conditions of this Agreement and the health insurance products underwritten and issued by Health Alliance.

#### **Section 2. DEFINITIONS**

- 2.1 The definitions contained in Exhibit “A” the health insurance product elected by an Eligible Participant, together with any Face Sheets, Amendments and Riders attached thereto, (“Subscription Certificate”), in effect from time-to-time and issued by Health Alliance to Eligible Participants who elect coverage under such product are incorporated herein by this reference and shall, for the purposes of this Agreement, have the same meaning and effect as set forth therein. True and correct copies of the forms of the Subscription Certificate presently in effect for

the health insurance products to be offered by the Plan Sponsor to Eligible Participants under this Agreement are attached hereto and marked singularly or collectively as Exhibit “A”.

**Section 3. OBLIGATIONS OF PLAN SPONSOR**

- 3.1 **Eligibility and Enrollment:** Plan Sponsor shall make available to Eligible Participants the opportunity to elect coverage for health care services pursuant to the terms and conditions of the health insurance products issued by Health Alliance, identified in Exhibit “A” referred to in Section 2, and pursuant to the terms and conditions of the Health Alliance Eligibility and Enrollment Requirements that are attached hereto and marked as Exhibit “B” and which by this reference are incorporated herein.
  
- 3.2 **Contribution Requirements:** Plan Sponsor shall contribute towards the payment of the monthly premium for each Eligible Participant's coverage under the selected Subscription Certificate an amount equal to or greater than the Health Alliance minimum employer contribution referred to in Exhibit “B”. Such contributions shall not financially discriminate against Eligible Participants electing coverage pursuant to the Subscription Certificate and shall be proportionately equal to Plan Sponsor's contributions for Eligible Participants who elect other plans of coverage offered by Plan Sponsor.
  
- 3.3 **Remittance of Premiums:** Plan Sponsor shall collect and remit to Health Alliance the full monthly premiums on behalf of any Member for coverage under the Subscription Certificate attached hereto as follows:

<b>Commencement</b>	<b>Payment</b>
(1) 1 <sup>st</sup> -15 <sup>th</sup> of month	On or before 1 <sup>st</sup> day of the month coverage commences.
(2) 16 <sup>th</sup> -31 <sup>st</sup> of month	On or before 1 <sup>st</sup> day of the month following commencement of coverage.

Coverage under the Subscription Certificate shall commence for each Member on the date specified in writing by the Plan Sponsor to Health Alliance, notwithstanding the fact that the day specified may not be the first day of a calendar month; except that no coverage will be provided for any Member who enrolled on or between the sixteenth (16<sup>th</sup>) and the thirty-first (31<sup>st</sup>) days of a calendar month and whose Group membership is terminated on or prior to the fifteenth (15<sup>th</sup>) day of the following month. Plan Sponsor will not be entitled to a premium refund for such terminated Member. Plan Sponsor shall collect and remit all monthly premiums for continuation coverage provided pursuant to this Agreement. Plan Sponsor shall not be obligated to remit premiums for

continuation coverage of any Member in the event Plan Sponsor does not receive payment for the same from the Member. All premiums, including those for continuation coverage, shall be due on the first (1<sup>st</sup>) day of each month commencing with the effective date of this Agreement. If the premium for any Member is not paid within thirty-one (31) days after it becomes due, the Member's coverage under the Subscription Certificate shall be terminated as of that date or as otherwise may be provided by law.

- 3.4 **Termination and Premium Remittance:** For a Member whose coverage under the Subscription Certificate is terminated because of termination of employment or membership, relocation outside of the HMO Service Area (if HMO coverage is elected), change in status as a Dependent, divorce or legal separation from a Member, death of a Member, becoming entitled to Title 18 Social Security Benefits, or otherwise, and the Member does not elect continuation coverage, Plan Sponsor shall not be required to collect and remit monthly premiums on behalf of such a Member, if the effective date of coverage termination occurs on or between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of a calendar month. If the effective date of termination occurs on or between the sixteenth (16<sup>th</sup>) and the thirty-first (31<sup>st</sup>) day of a calendar month, Plan Sponsor shall remit to Health Alliance the full monthly premium on behalf of the Member for that month.
- 3.5 **Effective Dates of Coverage and Termination:** Plan Sponsor shall, within ninety (90) days of the date coverage commences and/or terminates for each Member under the applicable Subscription Certificate, send written notice to Health Alliance of the effective date of each of such events. Health Alliance shall be entitled to rely on such notice as the warranty of Plan Sponsor and its representatives concerning the effective date of commencement and termination of the Member's coverage. Plan Sponsor shall not be entitled to receive a refund of any portion of a premium paid to Health Alliance as a result of Plan Sponsor's failure to accurately notify Health Alliance, in writing, of the effective date of termination of the Eligible Participant's employment or membership.
- 3.6 **Continuation Coverage Notice to Members:** Upon the occurrence of a qualifying event, as defined in the Consolidated Omnibus Budget Reconciliation Act (COBRA"), Public Law 99-272, (29 U.S.C. Section 1161, et seq.) as amended from time-to-time, and as defined in the State of Illinois continuation coverage regulations, the Plan Sponsor shall provide to each Member notice of the Member's right to elect continuation coverage pursuant to the provisions of COBRA and/or state continuation.
- 3.7 **Notice of Termination of Agreement:** Plan Sponsor shall promptly notify Health Alliance of the occurrence of any of the following events, which constitute "causes" for termination of this Agreement under Section 8.2: (i) dissolution of the Plan Sponsor, by operation of law or otherwise; (ii) in the event of HMO coverage, Plan Sponsor withdrawing its business, or a portion thereof, from the Service Area and no longer maintaining business activities within the Service

Area utilizing full-time active employees.

- 3.8 **Continuation of Coverage For Non-Renewal of Contract After Termination of Agreement:** Notwithstanding any other provision of this Agreement to the contrary, a Member's right to elect or receive continuation coverage under the terms of this Agreement shall not survive the termination of this Agreement. Continuation coverage for Members who elected such coverage prior to the termination of this Agreement shall terminate upon the effective date of the termination of this Agreement. Plan Sponsor shall provide notice to each Member who has elected continuation coverage under the terms of this Agreement of the effective date of termination and of the Members' rights to elect conversion coverage thereafter pursuant to the provisions of COBRA.
- 3.9 **Member Non-Liability:** In no event, including but not limited to, nonpayment by Health Alliance under this Agreement, Health Alliance's insolvency, or breach of this Agreement by Health Alliance, shall Plan Sponsor seek any type of payment from, bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member, persons acting on the Member's behalf (other than Health Alliance), if any, for services provided pursuant to this Agreement.

#### **Section 4. OBLIGATIONS OF HEALTH ALLIANCE**

- 4.1 **Acceptance for Enrollment:** Health Alliance shall accept for enrollment Plan Sponsor's Eligible Participants who meet the Eligibility Enrollment Requirements as set forth in Exhibit "B" attached hereto.
- 4.2.1 **Health Care Services Pursuant to Subscription Certificate:** Commencing with the effective date of this Agreement set forth in Section 8.1, Health Alliance shall arrange for and/or pay for covered health care services described in the Subscription Certificate issued by Health Alliance to Eligible Participants, and as amended by Health Alliance from time-to-time during the terms of this Agreement. Health Alliance's obligation to arrange for and/or pay for covered health care services under the respective Subscription Certificate shall also be subject to the limitations, Co-payments, Coinsurance or Deductible amounts and eligibility requirements set forth in Exhibit "B".
- 4.2.2 Health Alliance does not deliver services to Members. Health Alliance has undertaken through its various products to arrange for and/or pay for the coverage of health care services to Members and has entered into agreements with various health care providers for the purpose of providing and delivering health care services to Members entitled to such services under the terms and conditions of the Subscription Certificate. Among the provisions of these agreements is the reimbursement of the health care providers for the cost of the health care services delivered and provided to Members. Health Alliance and the health care providers are independent contractors with each responsible for the performance of their

respective duties under the contracts. The decision to receive or decline any health care service is the sole responsibility of the Member, the Member's legal guardian or the Member's authorized representative.

- 4.2.3 For HMO Plans, Health Alliance has provided in its agreements with the providers it contracts (“Participating Providers”) that in the event of Health Alliance’s insolvency or other cessation of operations, the Participating Providers will provide Medically Necessary covered services to Members through the period for which a premium has been paid to Health Alliance. Participating Providers will provide Medically Necessary covered services to Members confined in an inpatient facility on the date of insolvency or other cessation of operations until their discharge.
- 4.2.4 For HMO Plans, Health Alliance has provided in its agreements with the Participating Providers that it will provide the Participating Providers with initial information and adequate notice of change in benefits, co-payments, and all operational policies and procedures that Participating Providers must comply as a condition of participation.
- 4.2.5 Plan Sponsor shall have no obligation with respect to the Subscription Certificate or with respect to the health care services described therein, except to the extent of its obligation under this Agreement.
- 4.3 **Premium Payments:** Premium payments payable each month on behalf of Members for coverage under the respective Subscription Certificate during the term of this Agreement as specified in Section 8.1, and any adjustments thereto, shall be as set forth in Exhibit “C”, which is attached hereto, and by this reference is incorporated herein.
- 4.4 **Premium Changes:** Except as set forth below, Health Alliance will not increase the premiums for coverage of health care services described in the Subscription Certificate issued to an Eligible Participant pursuant to their election of coverage hereunder during the term of this Agreement. Health Alliance may, at any time upon the occurrence of one or more of the following events, increase or decrease the premiums for coverage of health care services described in the Subscription Certificate: (i) the number of Eligible Participants changes by more than 20%; or (ii) a change in federal or state law that effects the level of health care services Health Alliance is required to provide under the Subscription Certificate that results or may result in a change in the level of the cost of health care services to Health Alliance; or (iii) discovery subsequent to the date of this Agreement of information if known to Health Alliance at the time the Agreement was entered into would have materially affected the acceptance of the risk by Health Alliance.
- 4.5 **Forms:** Health Alliance shall provide Plan Sponsor with all forms necessary for its Eligible Participants to elect coverage for the health care services under the health insurance products identified in Exhibit “A” and to effectuate the other

terms of this Agreement.

## **Section 5. INELIGIBLE PARTICIPANTS**

- 5.1 Persons not eligible to participate in Health Alliance through the Group are: (i) proprietors, partners, stockholders, directors and their relatives unless they are on the payroll and meet the hours worked and minimum employer contribution requirements; (ii) former employees unless covered pursuant to COBRA; (iii) consultants, lawyers and individuals retained on an advisory basis; (iv) agents and independent contractors; (v) temporary or substitute employees; and (vi) individuals who do not meet the definition of Dependents as specified in the Subscription Certificate.
- 5.2 Early retirees are not eligible unless covered pursuant to COBRA or the Group makes a contribution towards their health insurance coverage. The Group must establish reasonable age and service requirements for retirees to be covered. Retirees with Medicare A and B as primary coverage are not eligible for benefits under the Indemnity Plan.

## **Section 6. LEGAL RELATIONSHIP BETWEEN PARTIES**

- 6.1 **Purposes:** The relationship between Health Alliance and Plan Sponsor during the term of this Agreement is that Health Alliance under its HMO Subscription Certificate arranges for and pays for health care services, and under other Subscription Certificates reimburses the Provider for which the Member received out-of-network health care services; and Plan Sponsor is the administrator of the Plan.
- 6.2 **Independent Contractors:** Notwithstanding any of the provisions of this **Agreement**, each party is acting independently of the other in their respective capacities concerning the provisions of this Agreement; and further, this Agreement shall not be construed to mean that either of the parties is acting as the agent, employee or representative of the other, but, in fact, each party recognizes that it is acting in the capacity of an independent contractor concerning the obligations of each pursuant to this Agreement.
- 6.3 **No Implied Rights or Authority:** Neither Health Alliance or Plan Sponsor now has, or at any time in the future shall have, any express or implied rights or authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other, unless such obligation or responsibility is mutually agreed to by the parties and is evidenced by an amendment in writing to this Agreement signed by both parties.
- 6.4 **ERISA Reporting:** Plan Sponsor shall prepare and file all reports require pursuant to the Employee Retirement Income Security Act of 1974 (29 U.S.C. Sec. 1001, et. seq.) and the United States Internal Revenue Code, as amended

from time-to-time. If some or all of the information necessary to enable the Plan Sponsor to comply with the above-referenced requirements is maintained by Health Alliance, it shall provide that information to Plan Sponsor upon request.

## **Section 7. RIGHTS OF PARTIES AND MEMBERS**

- 7.1 Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subordination or action over or against any party to this Agreement.
- 7.2 The rights of each Member arise out of, and are subject to, the terms and provisions of the Subscription Certificate issued to them by Health Alliance and not out of any of the terms or provisions of this Agreement.
- 7.3 Health Alliance is obligated by federal and state law to protect and keep confidential certain information it receives and/or maintains with respect to Members. Such information will be disclosed by Health Alliance to Plan Sponsor or its authorized representative only upon presentation by Plan Sponsor of an original consent and authorization signed by the Member or the Member's legal representative, which consent and authorization is in a form acceptable to Health Alliance and which specifies the information to be released.

## **Section 8. TERM AND TERMINATION OF AGREEMENT**

- 8.1 **Effective Date and Term:** The effective date of this Agreement shall be the 1<sup>st</sup> day of January and the term shall extend to and include the 31<sup>st</sup> day of December unless sooner canceled or terminated as provided for herein. At the end of the first year of this agreement and at the end of each year thereafter, this Agreement shall automatically be renewed for an additional one (1) year term, unless written notice by either party to the other of its intent not to renew the Agreement is given at least thirty-one (31) days prior to the end of the Agreement year. Exhibits "B" and "C" will be renewed each year in a like manner unless notice of any change in the Exhibits by either party is given to the other party at least thirty-one (31) days prior to the end of the Agreement year. Such amended Exhibits "B" and "C" shall be attached hereto and by this reference incorporated herein.
- 8.2 **Termination for Cause:** This Agreement may be terminated by either party "for cause" by giving the other party thirty-one (31) days notice in writing of such intention to terminate this Agreement. For the purposes of this Paragraph, "termination for cause" is defined as termination for: (i) an intentional or willful violation of any of the provisions of this Agreement by a party; (ii) failure by a party to abide by all applicable state and federal laws and regulations that pertain

to them; (iii) dissolution of the Plan Sponsor, by operation of law or otherwise; (iv) Plan Sponsor's current membership level falls below twenty-five percent (25%); (v) in the event of HMO coverage, Plan Sponsor withdrawing its business, or a portion thereof, from the Service Area and no longer maintaining business activities within the Service Area utilizing full-time active employees. The party seeking to terminate this Agreement "for cause" must specify in writing to the other party the nature of the "cause" resulting in the termination. The Group agrees to continuously maintain the required participation established in (iv) above and understands that if the required participation is not maintained the Group will have sixty (60) days to meet the participation requirements or coverage will be terminated.

## **Section 9. HEALTH ALLIANCE INSOLVENCY**

- 9.1 Health Alliance has taken the following steps, in addition to the requirements of federal and state law applying to it relating to Member non-liability, to ensure in the event of its insolvency the provision to Members of the covered health care services to which they are entitled under the Subscription Certificate issued to them by Health Alliance:
  - 9.1.1 Health Alliance has in place and shall maintain at all times during the term of this Agreement the minimum capitalization and deposit requirements required by the provisions of the Illinois Insurance Code and the Illinois Department of Insurance, and the federal Health Maintenance Organization Act;
  - 9.1.2 Health Alliance has in place and shall maintain at all times during the term of this Agreement insolvency insurance insuring against liabilities incurred for claims by Members for the thirty (30) day period prior to the date of insolvency;
  - 9.1.3 Health Alliance has in place and shall maintain at all times during the term of this Agreement a policy of reinsurance covering the cost of claims in excess of the per Member per year amounts presently in force; and
  - 9.1.4 Health Alliance shall timely pay all assessments tendered by the Illinois Health Maintenance Organization Guaranty Association during the term of this Agreement.

## **Section 10. AMENDMENTS OR ASSIGNMENTS**

- 10.1 **Amendments:** Except as otherwise expressly set forth herein, including without limitations Section 10.1, 12.3 and 15.4, this Agreement shall not be amended, altered, changed or assigned at any time without the express written consent of each of the parties hereto and any such amendments of this Agreement shall be by written amendment signed by each of the parties and made a part of this Agreement. The foregoing notwithstanding, Health Alliance shall have the right to amend this Agreement upon thirty (30) days notice to Plan Sponsor in order to

conform the terms and provisions hereof to applicable state and federal law.

- 10.2 **Assignments:** The specific duties and obligations of the parties as set forth in this Agreement shall not be assigned or transferred to other persons or entities without the express written consent of both parties hereto, which written consent shall not be unreasonably withheld.

## **Section 11. NON-DISCRIMINATION**

- 11.1 **Health Alliance:** Health Alliance shall not discriminate against any person on the basis of age, sex, race, religion, origin, health status, physical or mental condition, national origin or source of payment.
- 11.2 **Plan Sponsor:** Plan Sponsor shall not discriminate against any person on the basis of age, sex, race, religion, origin, health status, physical or mental condition, national origin or source of payment.

## **Section 12. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 12.2 For purposes of this Section, "Dispute" means any conflict, disagreement, demand or claim between Plan Sponsor and Health Alliance arising out of or related to the interpretation or application of this Agreement or breach thereof.
- 12.3 Resolution of Disputes shall be subject to good faith negotiation between the parties. The complaining party shall notify the other party in writing of such Dispute and the parties shall attempt to resolve the Dispute within ninety (90) days of the date of such notice, or within such time as is mutually agreed upon by the parties in writing. In the event the Dispute cannot be settled by the mutual cooperation of the parties, Health Alliance, or its designated representative, shall refer the appeal to an independent review organization identified by a nationally recognized professional board or association or to a nationally recognized arbitration service, such as the American Arbitration Association or the National Health Lawyers Association Alternative Dispute Resolution Service. Health Alliance and Plan Sponsor shall share equally in paying any fee charged by such independent review organization or arbitration service. The parties hereto shall be legally bound by the outcome of any such appeal. Health Alliance reserves the right to amend this appeal procedure at any time and shall notify Plan Sponsor of any such amendment.
- 12.4 An arbitration provision is not a substitute for a party's right to maintain a legal action if the party so desires; and in no way affects or limits the parties ability to take legal action in a court of law, prior to voluntarily agreeing to enter into an arbitration proceeding. Any controversy or claim arising out of or relating to this

agreement, or the breach thereof, may be settled by arbitration. The arbitration will be conducted pursuant to the applicable rules of the American Arbitration Association and in accordance with the Uniform Arbitration Act 710 ILCS 5/1 et.seq. within a reasonable time limit (30 days after the parties agree to arbitrate their dispute is a reasonable time limit for selecting and appointing independent arbitrators, 15 days is a reasonable time limit for an expedited review provision). The arbitration may be binding on both parties or non-binding upon the insured, but in all instances must be entered into on a voluntary basis. Arbitrators must be fair, impartial, and free of any conflicts of interest or the appearance of a conflict of interest. By voluntarily agreeing to enter into an arbitration proceedings, the parties should be aware and understand that they may be giving up certain rights to have their dispute settled in and by a court of law, except to the extent that Illinois law may provide for judicial review of arbitration proceedings. An arbitration provision in no way affects a party's ability to file a complaint with the Illinois Department of Insurance in connection with a claim or any other dispute. To contact the Department write to: The Illinois Department of Insurance, Consumer Service Division, Springfield, Illinois 62767.

### **Section 13. NOTICES**

- 13.1 Any notice required under the terms of this Agreement shall be sent by United States mail with postage prepaid thereon, addressed as follows, and such notice shall be effective upon the earlier of (i) receipt by the party to whom it is addressed or (ii) one (1) day after such notice is sent:

City of Bloomington  
ATTN : Laurie Wollrab  
Compensation & Benefit Manager  
109 E. Olive St.  
Bloomington, IL 61701

Health Alliance Medical Plans  
Attn : Marketing Department  
301 South Vine St.  
Urbana, IL 61801

- 13.1.1 In the alternative, notice may be hand-delivered to the parties specified above at the address stated and the person delivering such notice shall obtain a written receipt specifying the date, time, place and to whom the notice was hand-delivered.

### **Section 14. ENTIRE CONTRACT**

- 14.1 This Agreement constitutes the entire contract between Health Alliance and Plan Sponsor with respect to making available to Eligible Participants the option of electing coverage for health care services under the terms and conditions of this Agreement and the health insurance products underwritten and issued by Health Alliance. This Agreement supersedes any and all previous agreements, whether verbal or written, between the parties relating thereto. This Agreement may be changed, modified or amended only by a written agreement executed by Health Alliance and Plan Sponsor.

## Section 15. MISCELLANEOUS

- 15.1 **Severability and Supervening Laws:** The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect any other provision hereof which shall remain in full force and effect. Except that the parties recognize that this Agreement at all times is to be subject to applicable state, local and federal law. The parties further recognize that this Agreement shall be subject to amendment in such laws and regulations and to new legislation. Any provisions of the law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement, provided however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. In the event the parties are unable to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the amended requirements of law, then this event shall be an additional “cause” for termination under Section 8.2.
- 15.2 **References and Section Headings:** Any reference to the singular shall include reference to the plural, and vice versa. The headings of the various sections of this Agreement are not a part hereof, and are inserted merely for convenience in locating different provisions and shall be ignored in construing this Agreement. Any reference herein to a “Section” shall be interpreted as relating to the identified section of this Agreement unless otherwise stated.
- 15.3 **Authority:** Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing. The execution and performance of this Agreement by each party has been duly authorized in accordance with all applicable laws and regulations and all necessary corporate action has been taken, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.
- 15.4 **Survival:** It is the express intention and agreement of the parties hereto that Sections 1, 2, 8.1, 8.2, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 15.5, 15.6, and 15.8 shall survive the termination of this Agreement for any reason.
- 15.5 **Other Contracts:** The parties to this Agreement agree to execute, acknowledge, deliver, file and record any and all other notes, contracts or documents reasonably necessary for the execution and performance of the terms, conditions, and intent of this Agreement or to comply with the requirements of any regulator or judicial authority, upon the approval of their respective legal representatives.
- 15.6 **Attorneys' Fees:** In the event of any litigation by any party to enforce or defend its rights under this Agreement, including but not limited to, mandatory arbitration of disputes as provided for in Section 12.3 above, the prevailing party,

in addition to all other relief, shall be entitled its costs and to reasonable attorneys' fees.

15.7 **Compliance With Applicable Laws:** Each of the parties hereto shall abide by all applicable state and federal laws and regulations that pertain to them.

15.8 **Counterparts:** This Agreement may be executed in separate counterparts, each of which when so executed shall be an original; but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year appearing under the signatory lines.

**HEALTH ALLIANCE  
MEDICAL PLANS, INC.**

**CITY OF BLOOMINGTON**

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

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

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

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

DRAFT ADMINISTRATION AND FINANCE COMMITTEE  
City Hall Council Chambers  
September 10, 2013

Council present: Aldermen Scott Black, Mboka Mwilambwe, and Rob Fazzini.

Council absent: Mayor Tari Renner.

Staff present: David Hales, City Manager; Emily Bell, Director of Human Resources; Laurie Wollrab, Compensation & Benefits Manager; and Tracey Covert, City Clerk.

Others present: Phil Sauder, Clemons & Associates.

Alderman Fazzini called the Administration & Finance Committee to order at 5:30 p.m.

#### PUBLIC COMMENT

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

No one came forward to address the Committee.

#### MINUTES

Motion by Alderman Mwilambwe, seconded by Alderman Black to approved the minutes of the August 5, 2013 Administration & Finance Committee.

Motion carried, unanimously.

#### CITY HEALTH INSURANCE

Alderman Fazzini introduced the topic.

*Overview of Health Plans:* Laurie Wollrab, Compensation & Benefit Manager, addressed the Committee. The City administered three (3) plans. The largest plan was the City's self insured PPO plan. This plan was administered by Blue Cross/Blue Shield. The pharmacy plan was administered by Catamaran, Inc. The City also offered an HMO plan with Health Alliance. This was described as the smaller plan. The City must provide retirees with access to health insurance as required by state law. Finally, there was a police plan. This was a union plan. The union had total control over the plan. BlueCross/Blue Shield also administered this plan. The City's dental plan also was self insured and administered by BlueCross/BlueShield. The vision plan was fully insured. A group life plan was provided at one times annual salary with a \$50,000 cap. She added that union contracts specify the insurance benefits. In addition, voluntary life insurance was available. The pension plans also provide access to life insurance.

*Enrollment Timeline & Process:* Ms. Wollrab addressed the Proposed Timeline for 2014 Health Insurance Renewal. She cited the various milestones. The timeline commence with today's presentation. She noted that another presentation was scheduled for October 7, 2013. It was her understanding that the Committee's last meeting would be today. She stressed that the timeline listed October 14, 2013 for approval by the Council. The City's Corporation Counsel and Finance Department would need to review the contracts prior to placement on a Council agenda. Open enrollment would commence on November 4, 2013. She stressed the data entry that would be needed to accomplish this.

Alderman Mwilambwe noted City staff's goal to place the insurance contracts on the Council's October 14, 2013 meeting agenda.

David Hales, City Manager, addressed the Committee. City staff planned to have all of the insurance contracts included in the Council packet. Contract receipt and review would need to be completed by October 9/10, 2013.

Alderman Fazzini expressed his hope that the Council's experience with these contracts would be better than last year.

Ms. Wollrab stressed that there needed to be ample time for the City's Corporation Counsel to review the contracts.

Alderman Black questioned the timeline. Ms. Wollrab expressed her confidence in same.

Alderman Black expressed his opinion that either a Council Work Session or a committee meeting of the whole would be needed to address this topic.

Mr. Hales noted that City staff had planned to provide the Committee/Council with two (2) opportunities to address this issue. There would be limited change to benefit levels. Changes to the City's various union contracts required additional time. The Council set the strategy regarding benefit levels. This year, he anticipated cost changes which would impact premiums. The Committee was being provided with a high level presentation. He hoped that next year there would be a preview in September. Health insurance was controlled by the City's various union contracts.

*Insurance Renewals & Administrative Services:* Phil Sauder, Clemmons & Associates, addressed the Committee. The Committee had been provided with handouts which addressed insurance rates for BlueCross/Blue Shield and Health Alliance. He addressed the proposed timeline which might limit his ability to negotiate/obtain lower prices. Insurance was more transparent, (i.e. the price was the price). Insurance contracts have a lot of boilerplate language. He noted the October deadline and added that the contracts might not have the cost information. He added that the difference would be the cost.

Alderman Fazzini questioned if Mr. Sauder would be able to provide a range.

Mr. Hales stated that there could be a cap which could be negotiated lower. The goal was to have the final numbers. He restated that Mr. Sauder might have the ability to negotiate lower pricing.

Mr. Sauder stated that flexibility would provide him with the opportunity to find benefit for the City. Clemons & Associates received the renewals. He noted that the HMO was fully insured. BlueCross/BlueShield based rates on claims, stop loss, etc. He directed the Committee to Health Alliance's handout.

Mr. Hales requested that Mr. Sauder address highlights and past year's experience.

Mr. Sauder directed the Committee to the Income Statement, (see page 2). Information was provided for 2011, 2012 and the first six (6) months of 2013. He reviewed the statement. 2011 was described as a good year, 2012 was neutral and 2013 was described as not well.

Mr. Hales added that the HMO was fully insured and premiums were based upon experience.

Mr. Sauder added that the HMO's focus was the Central IL area. There was an overall business plan across the state. There was a renewal formula. From the employees' viewpoint, the HMO was a good rich plan.

Mr. Sauder directed the Committee to Claims Experience Summary (see page 3) for the PPO. This document addressed claims experience for the City's Fiscal Year 2011/2012 and FY 2012/2013. There was an actuarial formula and the expected number of claims were considered. Mr. Sauder addressed Claim Projection (see page 4). Information was provided for the Prior Year (June 2011/May 2012) and Current Year (June 2012/May 2013). He informed the Committee that the stop loss figure was \$155,000. He cited the Annual Trend Rate, (Prior 6.5%/Current 7.1%). This number reflected the increase cost for medical services. He noted that the City had increased the deductible for all employees from \$250 to \$400.

The City was running better than book. He noted the City's lengthy history with BlueCross/BlueShield and the group's size. In calculating rates only the City's claims history is reviewed. He noted that the City's expected claims figures would be lower. The City paid for actual claims. The actual claims were important. Mr. Sauder noted that there were ACA (Affordable Care Act) mandates that would be added to the plan. He addressed the IL Facility Access Fee which was hospital fee savings. The Individual Stop Loss was premium protection over \$155,000.

Alderman Fazzini questioned this amount. Mr. Sauder informed the Committee that BC/BS made recommendations. Positive changes have been made over the years. The stop loss level impacted premiums.

Emily Bell, HR Director, addressed the Committee. The stop loss was monitored and reviewed annually. Adjustments have been made over time.

Mr. Sauder noted that an educated guess was made. The decision included a look at the numbers and price savings while considering the risk.

Mr. Sauder noted that there also was an Administrative Fee. The Total Projected Cost and Change in Reserves resulted in the Recommended Equivalent Premium.

Ms. Wollrab added that the pharmacy plan had a separate premium.

Mr. Sauder noted the premium decrease (Rate Action) of 2.4%. He noted an alternative stop loss. The trend was to increase the figure and take on additional risk. The recommended figure was \$165,000. This increase would result in \$16,000 in savings for taking on an additional \$10,000 in risk. The savings were not significant. In the past, the savings were substantial, \$25,000 - \$35,000. Insurance makes money off the risk. A self insured product was good for the City. The product was driven by the claims experience.

The City's dental plan was also self insured. The Administration Fee was stable. The dental claims experience drove the cost of premium. There had been a slight decrease. Mr. Sauder noted that this was the City's only dental plan.

Ms. Wollrab added that full time employees chose to enroll in dental insurance.

Ms. Wollrab addressed the VSP (vision plan). This was a fully insured plan offered through the health care coalition. The City had entered into a two (2) year contract. She described the benefits as limited. There would be a slight cost increase due to the Affordable Care Act (ACA).

Ms. Bell addressed employee contributions. Employees paid twenty-five percent (25%) of the premium for themselves; employees paid twenty-five percent (25%) of the premium for family coverage; and employees paid fifty percent of the premium for dental and vision.

Mr. Hales added that these percentages were more aggressive than other municipalities. He added that all City employees including union employees paid these percentages.

Ms. Bell added that all employees had a \$400 deductible.

Ms. Wollrab noted that the PPO co pay had been increased from \$10 to \$20.

Alderman Mwilambwe noted that the City had implemented wellness benefits and a nurse triage program.

Ms. Bell reminded the Committee that the nurse triage was part of the City's Workers Compensation program. She acknowledged the wellness initiatives. She believed that there were positive results from same.

Ms. Wollrab noted that there were additional steps which would have to be negotiated.

Mr. Hales stated that future policy ideas would address health care cost containment. He cited past actions and proposed future actions. The emphasis would be on enhanced communication with the employees. The City needed to address trends and the role for employees. He cited the impact of the ACA's fees and taxes.

Alderman Mwilambwe agreed that the City needed to partner with the employees.

Alderman Black expressed his appreciation for the presentation. He questioned policy direction regarding wellness as there were benefits to same.

Ms. Wollrab cited smoking cessation as an example. All City employees were in a single pool. The City could work towards a smoke free campus.

Mr. Sauder noted that smoke free discounts were available.

Mr. Sauder addressed the ACA. Clemons and Associates along with Ms. Bell and Ms. Wollrab were on top of this issue. He acknowledged the confusion. He referred the Committee to the handout which addressed the ACA Taxes and Fees. For Health Alliance there would be a Patient Centered Outcomes Research Institute Fee (PCORI); a Transitional Reinsurance Fee (TRP) and an Insurer Fee. The total cost for these fees was \$50,870. The figure would be included in the premium renewal for 2014. The premium estimate used an eight percent (8%) increase. The fee increase would also probably increase each year. The figures provided were rough estimates. There was no Insurer Fee for BC/BS. Employees who worked thirty (30) hours per week were eligible for health insurance.

Alderman Fazzini noted that this issue would be reviewed again in a month.

Mr. Sauder added that the excise tax was unknown at this time. Mr. Hales cited the potential cost of \$500,000. Mr. Sauder believed that no one would want to pay this tax. Health insurance plans would be changed. This tax would penalize employers for providing great benefits.

Alderman Fazzini made the following recommendations as ways to improve the presentation to Council. At the presentation's start 1.) address the self insured plans, the whys and financial advantages; 2.) percentage paid by the employees compared to other municipalities; 3.) different insurance plans provided, i.e. self insured versus fully insured; 4.) ACA.

Alderman Mwilambwe believed that a PowerPoint presentation would be helpful. The handouts provided to the Committee were a good reference tool.

Alderman Fazzini expressed his appreciation for the presentation.

Motion by Alderman Mwilambwe, seconded by Alderman Black to adjourned. Time: 6:35 p.m.

Respectfully submitted,

Tracey Covert  
City Clerk



FOR COUNCIL: October 14, 2013

**SUBJECT:** Petition submitted by Eric Trujillo Requesting Approval of a Special Use Permit for Expansion of a Nonconforming Restaurant and Bar for Property Located at 903 W. Wood St.

**RECOMMENDATION/MOTION:** The Zoning Board of Appeals (ZBA) recommends that the Special Use Permit be approved and the Ordinance passed. City staff is recommending that the Petition be denied.

**STRATEGIC PLAN LINK:** The project presented here does not meet Goal 4. Strong neighborhoods and Objective 4a. Residents feeling safe in their homes and neighborhoods. It also does not meet Goal 5. Great place – livable, sustainable City and Objective 5b. City decisions consistent with plans and policies.

**STRATEGIC PLAN SIGNIFICANCE:** The on street congestion that will be created from the lack of off street parking will not encourage a strong neighborhood. Increased late night noise and activities from the bar are likely to make people feel less safe in their neighborhood. The petition is contrary to the City's Comprehensive Land Use Plan, which calls for residential uses for the property. The proposed use will not be in keeping with the policy or code requirement that commercial development should maintain off-street parking.

**BACKGROUND:** Earlier this spring, acting on information from the McLean County Health Department and other sources, the PACE Department found that the petitioner had changed the occupancy of the west end of the building by removing the approved mercantile space and constructing a bar. In May 2013, a letter from the PACE Department was sent to Mr. Trujillo's attorney outlining a minimum of nine (9) zoning and building violations. The most troubling of which was expansion of a nonconforming use without approvals or permits. In addition, the proposed use would require an additional variation of 14 off-street parking spaces, from the nine (9) spaces required for the current retail use to the 23 that would be required for the proposed restaurant/bar. The total overall requirement for the building would become 47 spaces. However, only 15 spaces are being provided.

Based on the violations presented, the petitioner is now requesting the approval of a Special Use for an expanded nonconforming bar/restaurant in a residential neighborhood at the corner of Wood and Allin St. The Special Use is required since the applicant plans on expanding the existing bar/restaurant into what had previously been a grocery area. Staff recommends that the petition be denied because the new use of the building as a bar/restaurant will generate a substantial amount of additional traffic and require much more parking than presently required for the site. This is especially true when the grocery store had been generating very little business and vehicular traffic. Compounding this issue - no parking is allowed on the south side of Wood St. or the west side of Allin St. In addition, the expanded bar use will also encourage late hour operations in a primarily residential neighborhood; bringing the possibility of exterior noise, litter, and raucous behavior by patrons.

This petition appeared before the ZBA for a public hearing and review on August 21, 2013. The petitioner, his attorney and ten (10) members of the audience spoke in support of the petition.

Their comments were that the proposal is merely a continuation the current use, parking has not been a problem, the petitioner is a hard worker, has a great restaurant/bar, and the use is good for the neighborhood. No one from the public spoke in opposition to the petition. No immediate neighbors from the Allin and Wood Street area spoke at the hearing neither in favor of, nor in opposition to the petition. Those who addressed the ZBA appeared to be patrons of the restaurant. The ZBA voted to recommend approval of the Special Use permit by a vote of 6 - 0.

Staff recognized there were ten (10) people in support of the petition. However, none of those speaking in favor were from the neighborhood affected. The closest one was located nearly one-half (½) mile away and others were from as far away as the City of Lincoln and the State of Texas. Not one could speak to the effect expanding a nonconforming use would have on the neighborhood. This petition is about how an expansion of a bar and restaurant will affect a residential neighborhood. Staff still sees negative impacts occurring to those close neighbors on Allin and Wood St. Staff has evaluated the project and finds the expansion is not an appropriate use for the site. The adjacent land uses will likely be impacted by congestion, parking problems, late night noise and litter.

If the Council votes to approve the Special Use, the petitioner would need to file an application with the City Clerk's Office for an expansion of premise regarding the existing RAS, (Restaurant Alcohol Sales), liquor license. A hearing would be scheduled before the Liquor Commission.

**SUPPLEMENTARY INFORMATION:** Staff has confirmed the existence of a Contract for Deed/Deed in Escrow wherein the buyer is Hamilton E. Trujillo as President of TVEO Corporation and the seller is Chandler Enterprises, Inc. A copy of an affidavit executed by the seller is attached to this memorandum as Attachment 2.

**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 seventy-five (75) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** Staff believes the City may see an increase in the demand for police service required by parking and noise issues related to the expanded use. On the other hand, City revenues may benefit if the petition is allowed through an increase in sales and real estate tax revenues.

Respectfully submitted for Council consideration.

Prepared by:	Mark Woolard, City Planner
Reviewed by:	Mark R. Huber, Director of PACE
Reviewed by:	Patti-Lynn Silva, Director of Finance
Reviewed by:	Barbara J. Adkins, Deputy City Manager

Legal review by:

George Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager

- Attachments:**
- Attachment 1. Petition for Approval of Special Use Permit, Ordinance and Legal Description
  - Attachment 2. Affidavit
  - Attachment 3. Unapproved Minutes from the Zoning Board of Appeals Meeting of August 21, 2013
  - Attachment 4. Old Floor Plans
  - Attachment 5. Site Plan
  - Attachment 6. Photos
  - Attachment 7. Mailing List
  - Attachment 9. Mailing Notification Map
  - Attachment 10. Council Proceedings from February 11, 2008
  - Attachment 11. Council Proceedings from June 28, 2010

---

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

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



9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R - 2 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

Eric Trujillo  
Harold Jennings

**ORDINANCE NO. 2013 - \_\_\_\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A RESTAURANT AND BAR FOR PROPERTY LOCATED AT: 903 W. WOOD STREET**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Restaurant and Bar for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a Restaurant and Bar on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14<sup>th</sup> day of October, 2013.

APPROVED this \_\_\_\_\_<sup>th</sup> day of October, 2013.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

Subdivision of Block 4 James Miller Second Addition south 74' of the east 42' of Lot #9

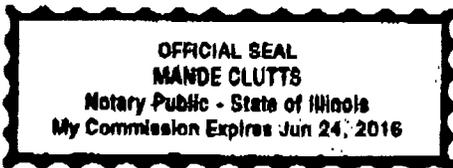
PIN 21 - 08 - 228 - 057

STATE OF ILLINOIS )  
 )  
COUNTY OF MCLEAN )

I, Herman Chandler, on oath state the following:

I, Herman Chandler was and am the sole owner of Chandler Enterprises, Inc. and the property located at 903 W. Wood, Bloomington, Illinois. I have dissolved the corporation under the name of Chandler Enterprises, Inc. Prior to dissolving the corporation, Chandler Enterprises sold the property located at 903 W. Wood, Bloomington, Illinois to Eric Trujillo on contract for deed. A copy of the Agreement of Warranty Deed-Deed in Escrow is attached hereto as Exhibit A. Eric Trujillo is not in default of this contract. The contract called for a lump sum payment. I agreed to waive the lump sum payment and Eric Trujillo is paying directly to me the amount of \$500.00 each month (the current balance owed to me is \$11,195.00) and paying directly to Regions Bank, the mortgage on the property in the amount of \$979.00 each month. Each payment to myself and Regions Bank has been made in a timely fashion. Eric Trujillo pays the property taxes each year on the property located at 903 W. Wood, Bloomington, Illinois. A deed in escrow is currently held by McLean County Title Company in Bloomington, Illinois.

Dated: 9/18/2013



Herman Chandler  
Herman Chandler

Subscribed and sworn to be for me  
this 18<sup>th</sup> day of September, 2013.

Mande Clutts  
Notary Public

**UNAPPROVED MINUTES  
ZONING BOARD OF APPEALS  
REGULAR MEETING  
WEDNESDAY, AUGUST 21, 2013, 3:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 E. OLIVE ST., BLOOMINGTON, IL**

Members present: Mrs. Barbara Meek, Mr. Dick Briggs, Mr. Robert Kearney, Mr. Bill Zimmerman, Ms. Amelia Buragas, Mr. Jim Simeone  
Members absent: Mr. Mike Ireland  
Also Present: Mr. Mark Woolard, City Planner

Mr. Woolard called the meeting to order at 3:07 p.m. and called the roll. A quorum was present. Mr. Kearney moved for Mr. Briggs to be the chair today or at least until Mr. Ireland arrives. Mrs. Meek seconded the motion. The vote on the motion was approved with six (6) voting in favor and zero (0) against.

The Board reviewed the minutes from July 17, 2013. The Board had no corrections and the minutes were accepted as printed.

Mr. Briggs explained the meeting procedures. Mr. Woolard stated that the cases had been published.

**SP-06-13** Public Hearing and Review on the petition submitted by Eric Trujillo requesting approval of a special use permit to allow the expansion of a nonconforming restaurant and bar for the property located at 903 W. Wood Street. Zoned R-2, Mixed Residence District.

**Z-14-13** Public Hearing and Review on the petition submitted by Eric Trujillo to allow the expansion of a nonconforming restaurant and bar and for a variance to reduce the required minimum number of parking spaces from 47 to 15 spaces for the property located at 903 W. Wood Street. Zoned R-2, Mixed Residence District.

Mr. Briggs introduced the special use petition and explained the special use and variance petitions will be reviewed at the same time. He asked for anyone who would like to speak in favor of the petition to come forward. Jeff Lindsay of 318 W. Washington St. was sworn in and stated the request is to expand capacity to what is existing. He said it will be the same use and clientele. He has had a grocery store that did not do well unlike the restaurant/bar which has done well. Eric Trujillo of 1901 Martin Luther King Dr. was sworn in and explained he wants to get away from the grocery store and provided photographs of the building and site. He said the former Mayor Bittner was surprised how the whole place turned around. He has and is investing a lot in the property. Mr. Kearney asked him what are his expectations about traffic flow. Mr. Trujillo said he wants people to come to his restaurant and he has gone over to subdivisions to put down flyers at homes and expects to generate business. Mr. Briggs explained the special use goes with the property and not the owner and if he sells it the neighborhood has to live with the decision. Mr. Lindsay stated they are almost doubling the capacity and the space over what they have now for the restaurant/bar. The number of bar stools will go from five to fifteen. Mr.

Lindsay said there are three other bars, with in a stone throw of this location and a larger bar is not a determining factor. The hours will be from 7:00 to 9:00 for now. His main concern for now is to serve food. He does not know the percentage of liquor to food.

There was discussion on the parking. Parking is prohibited on the south side of Wood Street and the west side of Allin Street. The amount of insufficient parking is a lot. Mr. Trujillo explained the only time there has been a parking problem is on July 4. Mr. Lindsay said the expansion is for an overflow area. Mr. Trujillo said right now he cannot afford to have the air conditioning and lights on in the expansion area but it will be used on an occasion.

Mr. Briggs asked for anyone else who would like to speak in favor of the petition. Tracy Smith, of 612 E. Locust St., was sworn in and stated he does not live in the neighborhood but is a frequent patron. He said it is a full service restaurant but it appears to be more food than alcohol but he does not have any figures. He said parking has never been a problem and he would have to be very busy to have a problem. The Parkview Inn is on Morris and the other ones mentioned are clear over on Main or Center Streets which is 10-12 blocks away and makes this restaurant a valuable neighborhood asset. The area is not saturated with restaurants and urges the granting of the requests.

Kent Gomerin, of 1012 Quail Ridge Dr. in Dripping Springs, Texas, was sworn in and said he does not live here but he has been visiting a friend. He supports the request and the owner is hardworking, honest and we need to support him.

Lynn Oltmann, of 1106 Barker St, was sworn in and said they have lived on Barker St. about 40 years and watched Eric work on the store every day until he got a clean place and they appreciate their customers. She appreciates a place to go that is close, good and clean. She said most of the time they drive there and have never has a problem parking.

Robert Sims, of 1105 N. Evans was sworn in and said he is happy someone is trying to clean up the site. It is handicapped and most people do not like walking and there has been plenty of parking and he is glad somebody is trying to keep a business going and clean up their act.

Wilbur Ludwig of 1526 Beckenham Dr. was sworn in and said he grew up about six houses from the restaurant and Wood Street is about twice as long as any other block. He owns two houses on the block and one farther away and he is putting much money in one house and would not want that area destroyed. Eric's would be a great asset and he cannot make it as it is there now. His wife goes over there and he meets his son there and hopes you approve it.

Bobby Castile, of 206 W. Emerson St. was sworn in and said he and his friends have gone to Eric's many times and it is not to drink. He has driven there with his family. He likes to go to Eric's after being at the park and he also bikes there with friends from college. A lot of the business expansion will be from college students and hopes you grant the request.

Pam Hill, of 868 Fifth St. in Normal was sworn in and said she volunteers at Eric's and hopes the expansion is approved. Everybody gets along and do not complain about the parking. People

come from several blocks away. People are able to walk there and drive as well. She does not see a problem with parking since at Western Tap they have to park on the street.

Ron Wilder of 217 Fifth St. in Lincoln, Illinois was sworn in and said he has walked a lot in the area and there are many people who walk there and does not see a problem with too many cars.

Bill Morton, of 112 Stockholm Street, was sworn in and said he is a regular at Eric's and it is the only place he can eat two full meals under \$20 a day and would like to see him expand as there has been times he had to wait to sit down. They are trying hard to make it a success.

Bruce Meeks, of 1402 Wright Street was sworn in and said he has managed bars and restaurants and understands the hours Eric puts in. He is ADA compliant and he does not see liquor violations and party buses. He does not believe the downtown bar/restaurants have to equal the percentage we are trying to enforce on this bar. He would like to have meetings there after the expansion and he is a hardworking man. He thinks a nearby house would not have been bought if Eric's would have not have been there and the petition should be allowed.

Mr. Briggs asked for anyone desiring to speak in opposition to the petition and no one spoke.

Mr. Woolard stated the Comprehensive Plan calls for the property to be residential. He explained the property is located in a residential zoning district and therefore the use is nonconforming and can only be expanded with the special use. The code requires a lot more parking for a restaurant and bar than it would for a grocery store and thus he also needs the parking variance. This is because these types of land uses generate much more traffic than general retail. He explained how parking is limited now on the streets and there could be an issue at some point in time as the business grows.

The Board discussed the parking for the grocery store and restaurant/bar. Mr. Woolard explained how the code is designed to have the parking off the streets and how the primary purpose of the streets is to move traffic and parking is secondary. There is not a guarantee that parking will always be allowed on the streets.

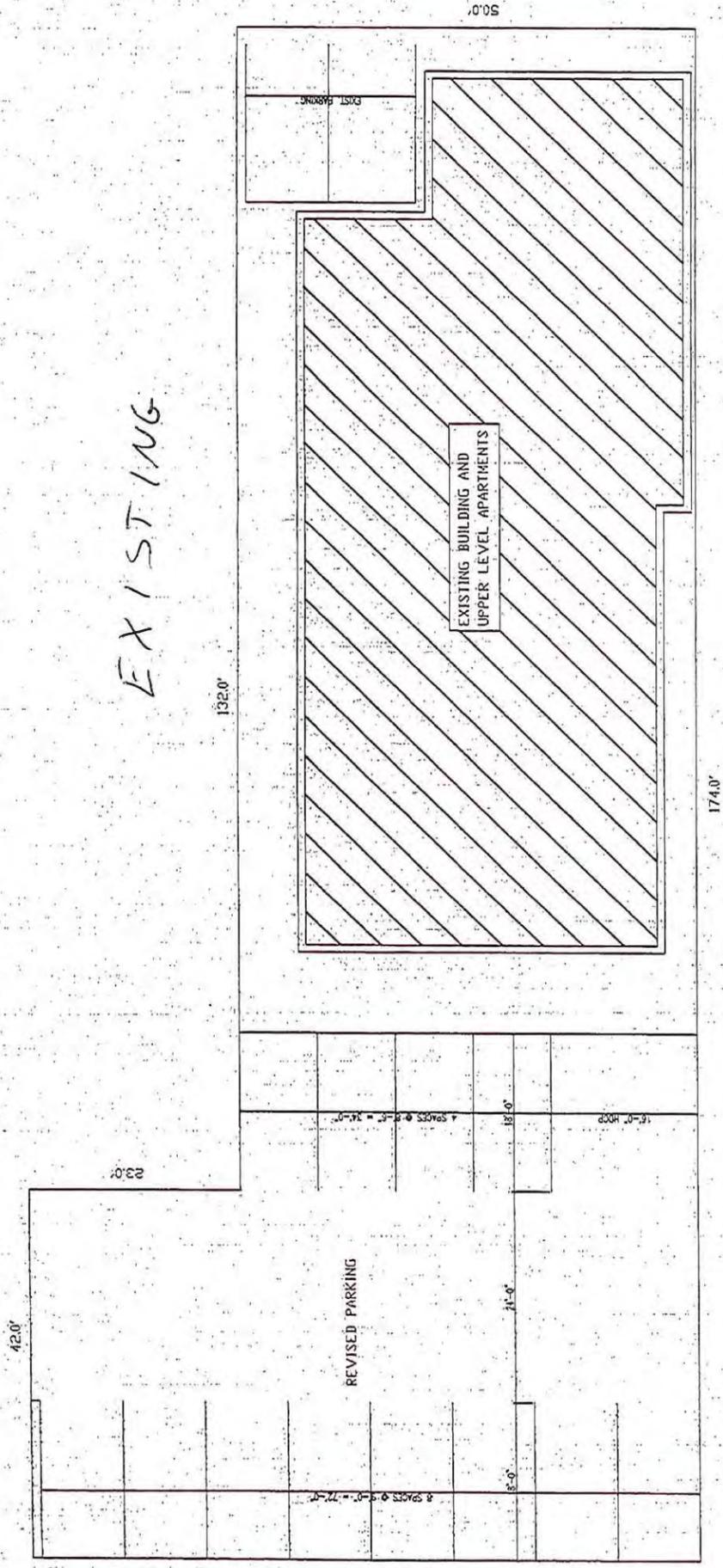
Mr. Kearney emphasized on how it is important to have testimony as in a case such as this one and how there are special circumstances that are very relevant in that it is across the street from a zoo. It does not seem that congested on the street. He said before his vote that the testimony was excellent and focused on point. It really made the case especially with regard to the parking but also brought the restaurant to life.

The vote on the special use was approved with six (6) voting in favor and zero (0) against with the following votes being cast on roll call: Mr. Simeone--yes; Mr. Kearney--yes; Mr. Zimmerman--yes; Ms. Amelia Buragas--yes; Mr. Briggs--yes; Mrs. Meek--yes; Mr. Ireland--absent.

The vote on the variance was approved with six (6) voting in favor and zero (0) against with the following votes being cast on roll call: Mr. Simeone--yes; Mr. Kearney--yes; Mr. Zimmerman--yes; Ms. Amelia Buragas--yes; Mr. Briggs--yes; Mrs. Meek--yes; Mr. Ireland--absent.



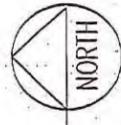
EXISTING



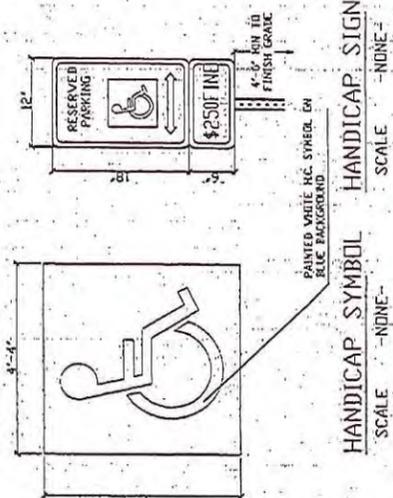
EXISTING BUILDING AND  
UPPER LEVEL APARTMENTS

**PARKING PROVIDED**

NEW PARKING	12
EXISTING PARKING	2
HANDICAP SPACE PROVIDED	1
<b>TOTAL PROVIDED</b>	<b>15</b>



**SITE PLAN**  
SCALE: 1/8" = 1'-0"



**HANDICAP SYMBOL** SCALE - NONE -  
**HANDICAP SIGN** SCALE - NONE -

APARTMENT ADDITION, AND REMODEL OF  
**COMMERCIAL BUILDING @**  
903 W. WOOD ST.  
BLOOMINGTON, ILLINOIS

Project No.  
07-21-B  
DRAWN BY  
KAS

**SA**  
KELLY A. SANNER  
Architect/Planner/Construction Mgr  
6715 Woodcrest Road P.O. Box 863  
Riverport, IL 62551  
217-566-3383 FAX 566-3683 2830339

Date 09/25/07  
10/15/07  
11/14/07  
02/10/08  
REV A 03/17/08  
Sheet No  
**C-1**

W. WOOD ST.

Building

17

16

Building

S. ALLIN ST.



Garbage  
Dumpster

11

12

13

14

15

10

9

8

7

6

5

4

3

2

1



PARKING LOT

903 W. Wood St.





## Grand Opening

Sunday, July 17

Walt Bittner's All New

# PARK GRILL

903 W. Wood St. Opp. Main Entrance Miller Park

*Bloomington's Newest*

Lunch Grill -- Soda Fountain

R & C ICE CREAM

*Special for Sunday*

BULK ICE CREAM, Full **\$1.49**  
Assorted Flavors ..... Gallon

1/2 Gallon ..... 75c

Qt. Bricks 39c. Pt. Bricks 21c.

FREE! Gifts for the Children.

Irene Bittner, Mgr.

Delicious

# STEAKS

Prepared To Please YOU

T-Bone, 1.45 Club, 1.25

Includes Salad, French Fries, Drink

Sandwich Lunches

Complete Fountain Service

Normal Sanitary Dairy Ice Cream

Qt. 49c Half Gal. 89c Gal. \$1.69

Take Some Home and Taste the Difference

At The

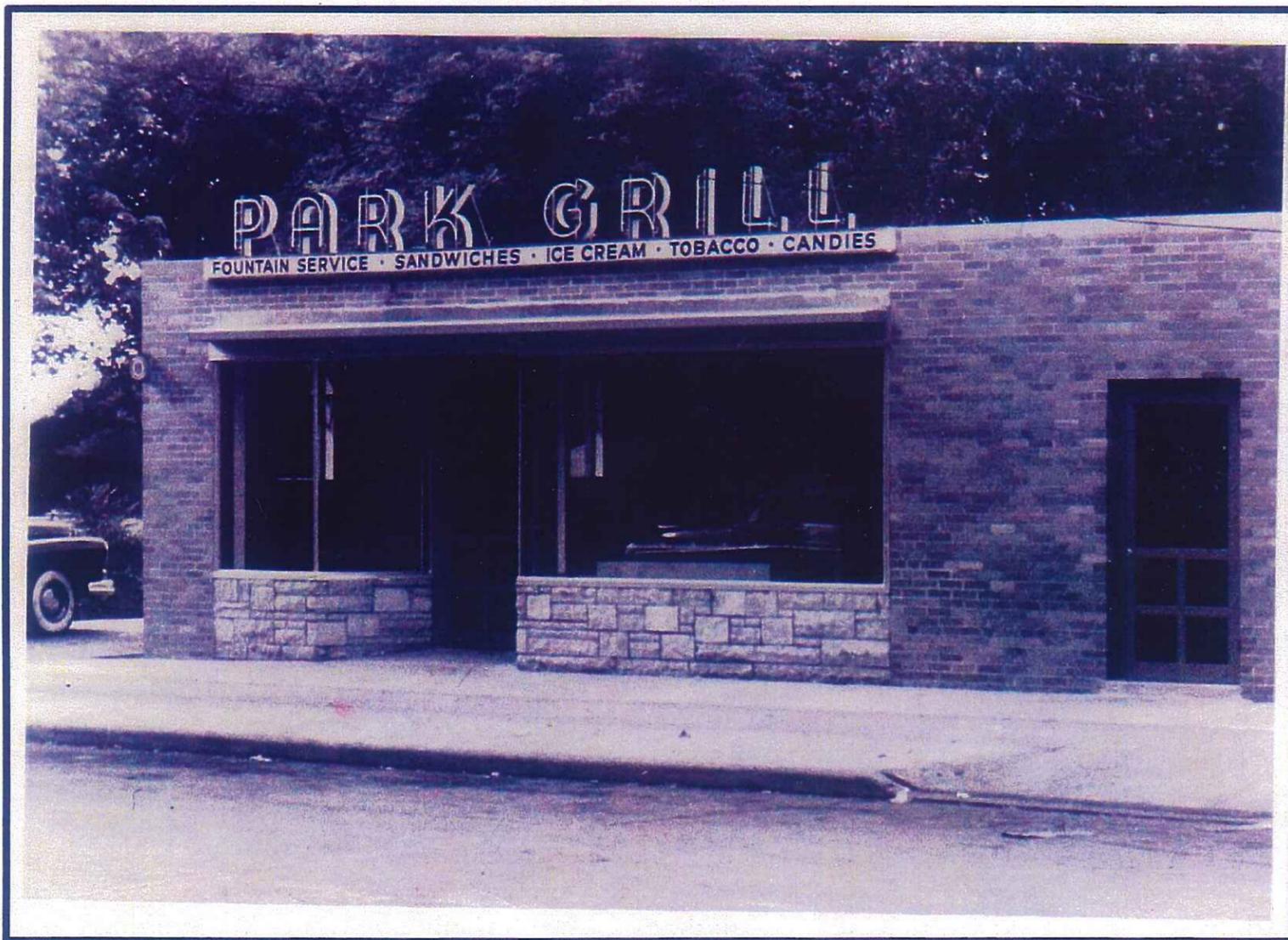
# PARK GRILL

903 W. Wood

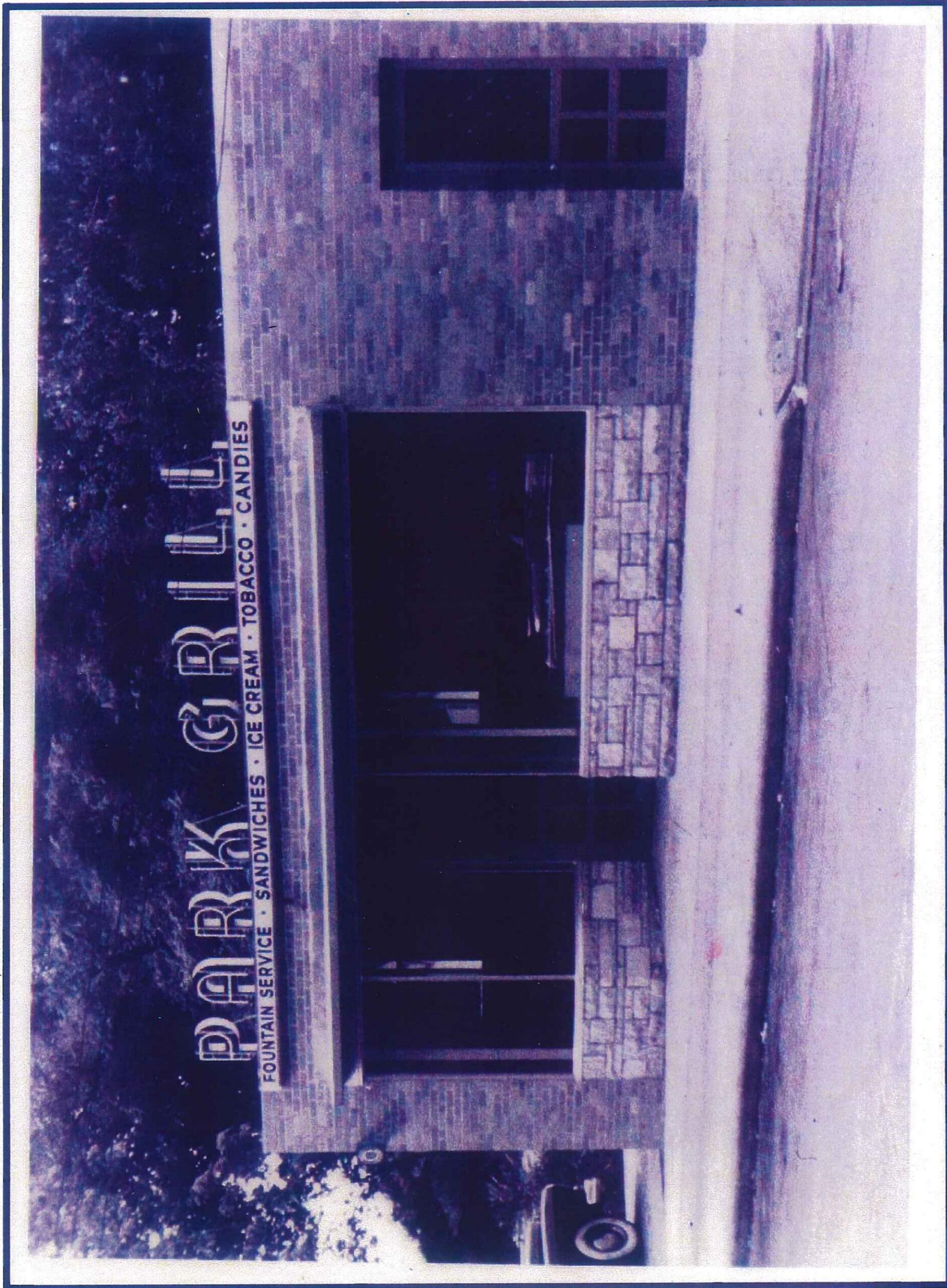
Directly Across From Main Entrance of Miller Park

Come In, Relax and Enjoy Scenic Miller Park  
Through Our Large Store Window.

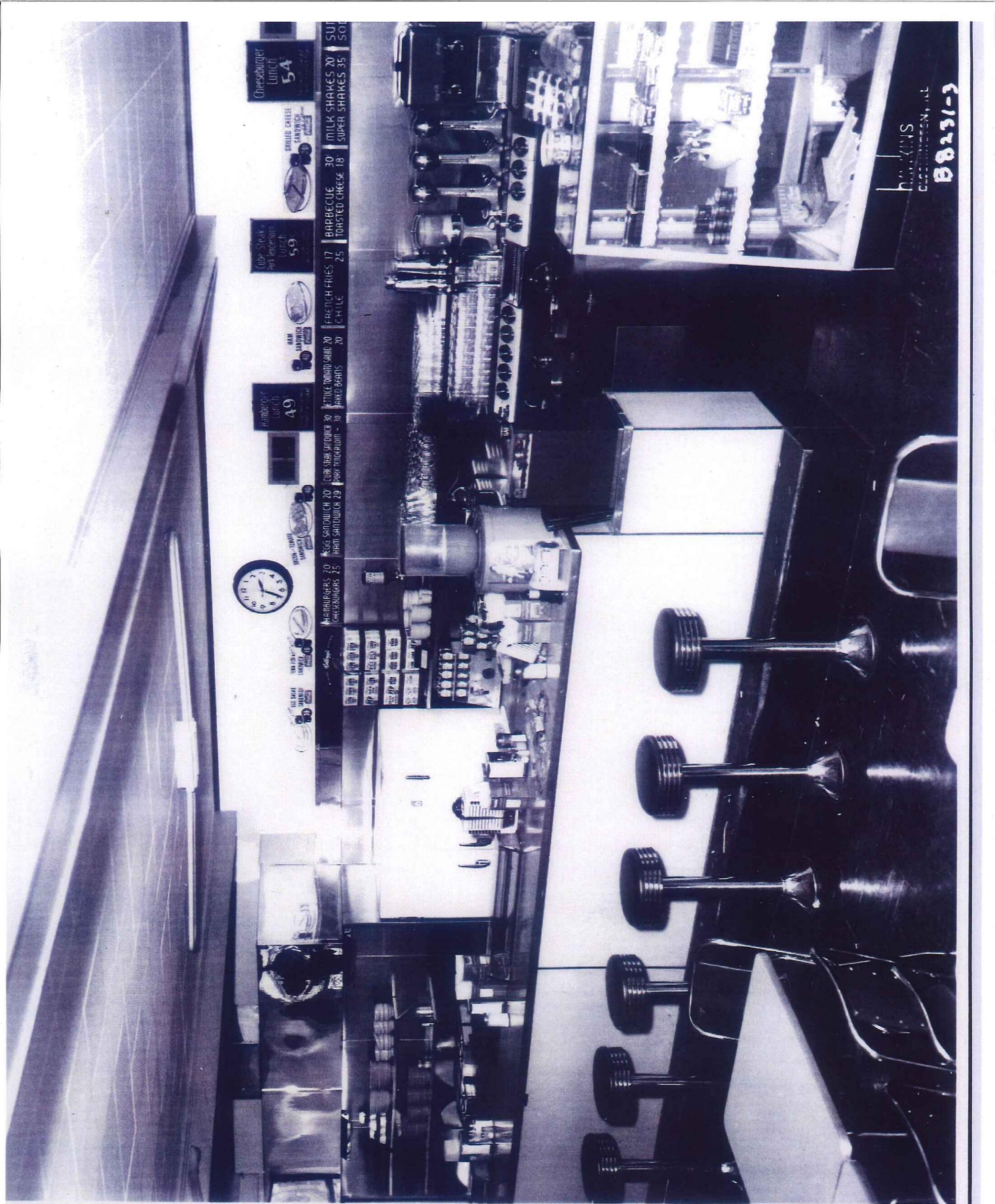
MRS. IRENE BITTNER, Mgr.



1950



PARK GRILL  
FOUNTAIN SERVICE • SANDWICHES • ICE CREAM • TOBACCO • CANDIES



HAMBURGERS 20  
 CHEESEBURGERS 25  
 EGG SANDWICH 20  
 HAM SANDWICH 29  
 FRENCH FRIES 17  
 CH-LE 25  
 MILK SHAKES 20  
 SUPER SHAKES 35  
 SOFT DRINKS 15  
 COFFEE 15  
 TEA 15  
 JUICES 15  
 MILK 15  
 SODA 15  
 SMOOTHIES 15  
 BLENDED CHEESE SANDWICH 30  
 HAM SANDWICH 30  
 CHEESEBURGER LUNCH 54  
 CUBE STEAK LUNCH 59

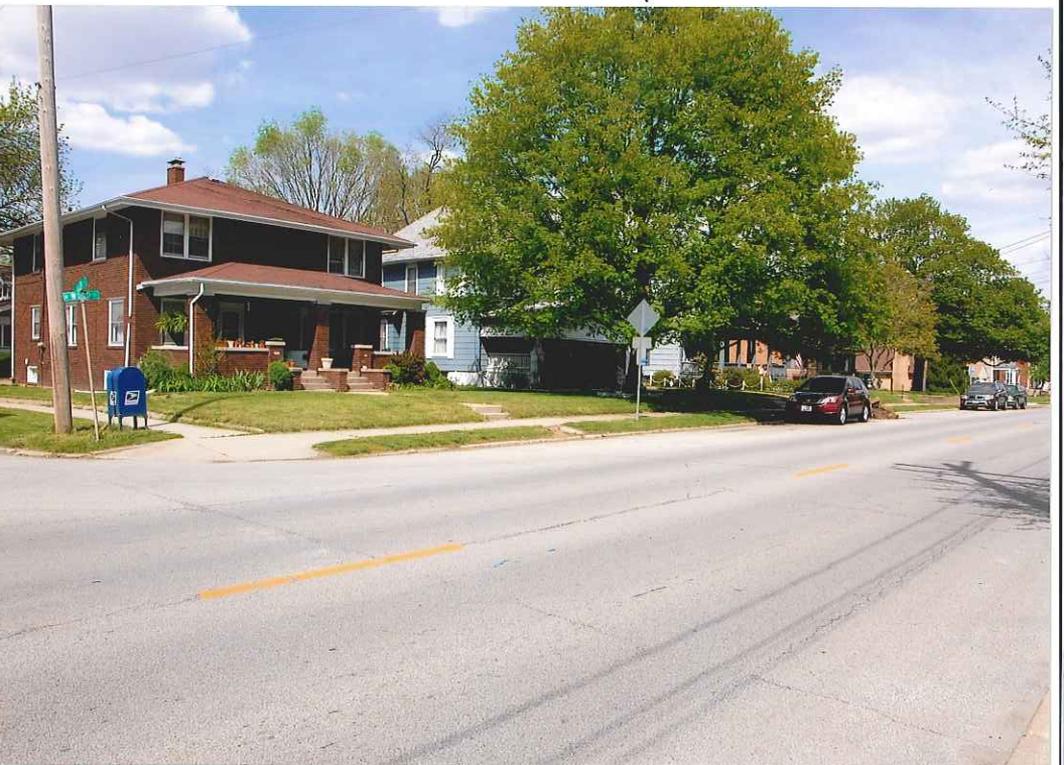
HAWKINS  
 RESTAURANT  
 88231-3











109 E OLIVE ST  
BLOOMINGTON IL 61701

913 W WOOD  
BLOOMINGTON IL 61701

210 HAMPTON DR  
BLOOMINGTON IL 617044522

915 W WOOD ST  
BLOOMINGTON IL 617016475

910 W WOOD  
BLOOMINGTON IL 61701

922 W MACARTHUR AVE  
BLOOMINGTON IL 617016449

920 W MACARTHUR  
BLOOMINGTON IL 61701

817 W ELM ST  
BLOOMINGTON IL 617016447

916 W WOOD ST  
BLOOMINGTON IL 617016475

817 W ELM ST  
BLOOMINGTON IL 617016447

23876 E 1300 NORTH RD  
BLOOMINGTON IL 617055479

906 W MACARTHUR  
BLOOMINGTON IL 61701

905 W MACARTHUR  
BLOOMINGTON IL 61701

22 PEMBROOK CIR  
BLOOMINGTON IL 617046296

907 W Macarthur Ave  
Bloomington IL 617016448

816 W MCARTHUR  
BLOOMINGTON IL 61701

802 S ALLIN  
BLOOMINGTON IL 61701

814 W MACARTHUR AVE  
BLOOMINGTON IL 617016425

902 W MACARTHUR AVE  
BLOOMINGTON IL 617016449

802 S SUMMIT  
BLOOMINGTON IL 61701

902 1/2 W MACARTHUR AVE  
BLOOMINGTON IL 617016449

804 S ALLIN ST  
BLOOMINGTON IL 61701

804 SUMMIT ST  
BLOOMINGTON IL 617016436

903 W Macarthur Ave  
Bloomington IL 617016448

908 W WOOD  
BLOOMINGTON IL 61701

910 W MACARTHUR  
BLOOMINGTON IL 61701

912 MACARTHUR  
BLOOMINGTON IL 61701

3105 CUMBRIA DR  
BLOOMINGTON IL 617041266

906 1/2 W MACARTHUR AVE  
BLOOMINGTON IL 617016449

912 N Linden St  
Bloomington IL 617013353

910 W WOOD ST  
BLOOMINGTON IL 617016590

14 MOONSTONE CT  
BLOOMINGTON IL 617042328

7819 Talbert St  
Pala del Rey CA 902938501

809 Summit St  
Bloomington IL 617016435

810 SUMMIT ST  
BLOOMINGTON IL 617016436

810 S ALLIN  
BLOOMINGTON IL 61701

812 S SUMMIT  
BLOOMINGTON IL 61701

906 SOUTH SUMMIT  
BLOOMINGTON IL 61701

902 S ALLIN ST  
BLOOMINGTON IL 617016410

809 S ALLIN ST  
BLOOMINGTON IL 617016407

912 SUMMIT ST  
BLOOMINGTON IL 617016556

801 LOW ST  
BLOOMINGTON IL 617016418

1704 FORT JESSE RD  
NORMAL IL 617612213

706 W WOOD ST  
BLOOMINGTON IL 61701

1014 SUMMIT ST  
BLOOMINGTON IL 617016557

705 W WOOD ST  
BLOOMINGTON IL 617016443

807 W WOOD  
BLOOMINGTON IL 61701

805 S ALLIN  
BLOOMINGTON IL 61701

805 SUMMIT ST  
BLOOMINGTON IL 617016435

703 W WOOD ST  
BLOOMINGTON IL 617016443

903 LOW ST  
BLOOMINGTON IL 617016587

808 SUMMIT ST  
BLOOMINGTON IL 617016436

905 S ALLIN ST  
BLOOMINGTON IL 617016409

914 S SUMMIT  
BLOOMINGTON IL 61701

803 SUMMIT ST  
BLOOMINGTON IL 617016435

803 LOW ST  
BLOOMINGTON IL 617016418

118 GLEN  
EUREKA IL 615302401

916 SUMMIT ST  
BLOOMINGTON IL 617016556

904 S ALLIN ST  
BLOOMINGTON IL 617016410

16213 BUSH BLVD  
BLOOMINGTON IL 617045967

806 SUMMIT ST  
BLOOMINGTON IL 617016436

806 S ALLIN ST  
BLOOMINGTON IL 617016408

910 SUMMIT ST  
BLOOMINGTON IL 617016556

803 S ALLIN  
BLOOMINGTON IL 61701

807 S SUMMIT ST  
BLOOMINGTON IL 61701

808-8081/2 S ALLIN ST  
BLOOMINGTON IL 617016408

5000 PLANO PKWY  
CARROLLTON TX 750104902

702 W WOOD ST  
BLOOMINGTON IL 617016466

1508 S EAST ST  
BLOOMINGTON IL 617016771

801 W WOOD ST  
BLOOMINGTON IL 61701

707 W WOOD  
BLOOMINGTON IL 61701

805 W WOOD ST  
BLOOMINGTON IL 617016445

811 SUMMIT  
BLOOMINGTON IL 61701

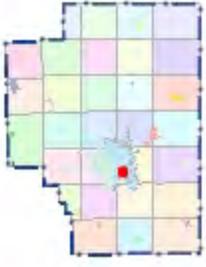
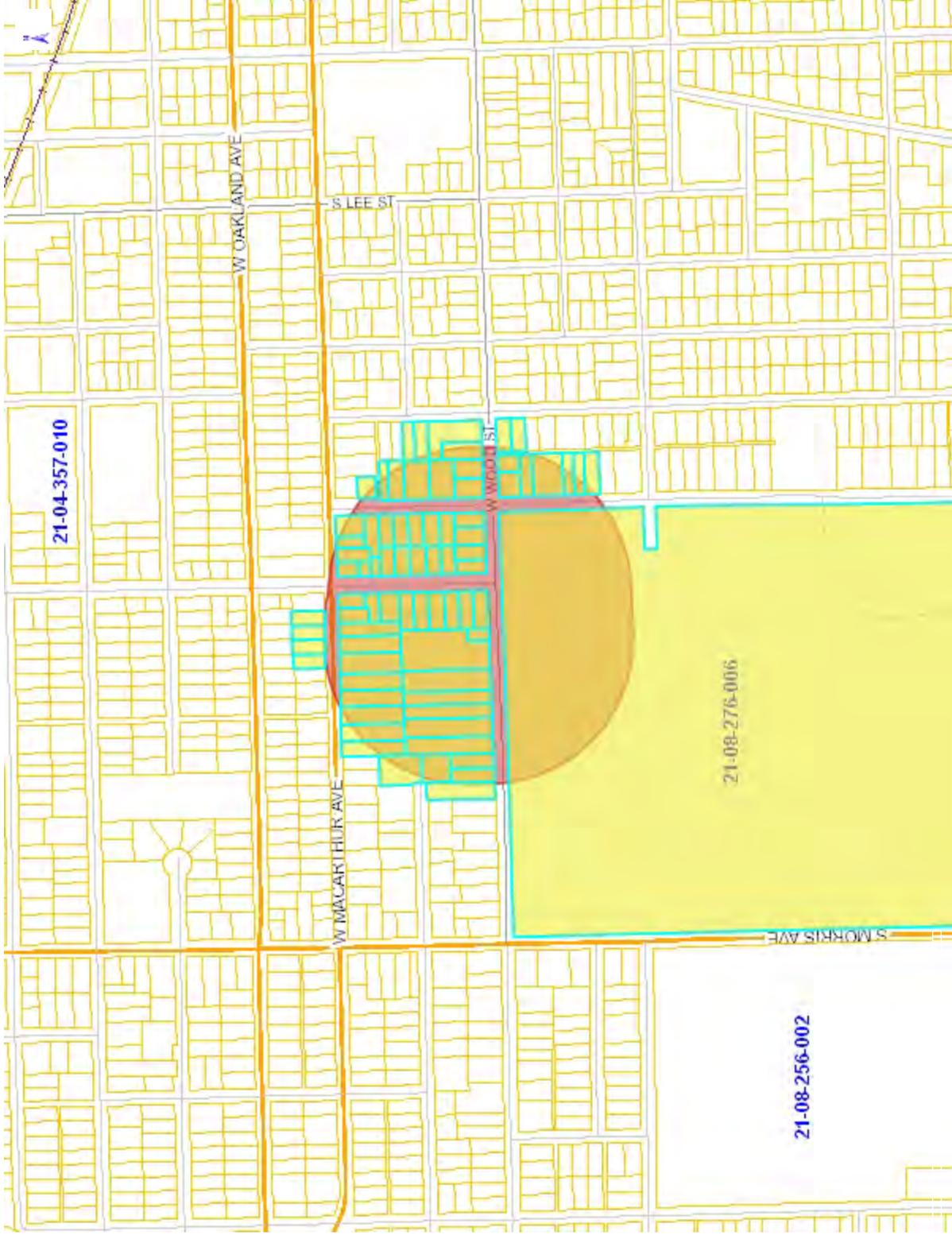
1014 SUMMIT ST  
BLOOMINGTON IL 617016557

14 MOONSTONE CT  
BLOOMINGTON IL 617042328

1301 W WASHINGTON  
BLOOMINGTON IL 61701



# Map of property Owners Notified of Special Use and Variance Petitions



## 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

## Notes

By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

0.3 Miles

0.13

0

1: 8,324

Printed: 8/1/2013 9:43:30 PM





Wood St

903

909

907

905

Allin St

**SUBJECT:** Application of TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., for an RAPS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged liquor for consumption off the premises seven (7) days a week

**RECOMMENDATION:** Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that an RAPS liquor license for TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that there be no outstanding PACE (Planning and Code Enforcement) fees and/or fines at this address; 2.) that the "P" Packaged portion of said license would sunset six (6) months from date of issuance unless subsequent action is taken by the Commission; 3.) that the Commission would request an audit of food and liquor sales for the "R" Restaurant and "P" Packaged portion of the license; and 4.) "P" Packaged liquor items for sale must be unrefrigerated.

**BACKGROUND:** The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of the TVEO Corporation d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., requesting a RAPS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises and the sale of all types of packaged liquor for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Richard Buchanan, Marabeth Clapp, Steve Petersen, and Geoffrey Tompkins, George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk; and Hamilton "Eric" Trujillo, owner/operator and Applicant representative.

Commissioner Stockton questioned the purpose of this application. He noted that this business was located across the street from Miller Park. Hamilton "Eric" Trujillo, owner/operator and Applicant representative, addressed the Commission. He had renovated the building. There was a restaurant and mini mart on the first floor with apartments located above. He opened the restaurant and mini mart on July 1, 2009. He has tried to operate both businesses without liquor sales. Customers to both businesses have requested alcohol. He had a sizable investment in the building. The rental property helped to finance the restaurant/mini mart. He had lost business when potential customers discover that there is no alcohol service. He described the business situation as difficult. He had informed his customers that he would apply for a liquor license.

Mr. Trujillo informed the Commission that he had been employed with NICOR for twenty (20) years. He had also worked construction. At present, he was the cook at his restaurant. He presented the Commission with signatures from customers in support of this application. He also presented the Commission with a menu.

Currently, he offered meat, vegetable, dairy, and tobacco products. He had had no issues with customers. He wanted to meet his customers' needs and the financial needs of his business. He only wanted to stock beer and wine in the mini mart. He was not interested in packaged sales of hard liquor.

Commissioner Stockton noted the menu. He expressed his support for the restaurant license, (“A” All types of alcohol). He was not comfortable with a “P” Packaged license across the street from Miller Park. He cited other nearby “P” Packaged license locations.

Commissioner Petersen cited his concern. He questioned if customers had requested the “R” Restaurant and/or the “P” Packaged license. Mr. Trujillo responded both.

Commissioner Clapp questioned people who visit the park. Mr. Trujillo informed the Commission of his efforts to attract people who visit the park. He wanted to offer one stop shopping. He offered a variety of products.

Commissioner Buchanan questioned if there was a way to become more comfortable with this Application in order for the Commission to support same. He questioned the operations of these two (2) businesses. He cited the potential for customers to take packaged alcohol to the park. He questioned if Mr. Trujillo planned to offer single serve products. Mr. Trujillo responded negatively. He acknowledged Miller Park’s location. He added that there was heavy traffic into the park approximately three (3) months a year. He acknowledged that he might not be able to prevent a customer from purchasing packaged alcohol and entering the park. He noted the location of Westside Liquors, (906 S. Morris Ave.).

Commissioner Petersen questioned Westside Liquor’s business hours. Mr. Trujillo believed that the store closed at 10:00 p.m. The Mini Mart closed at 9:00 p.m.

Commissioner Petersen stated that if there were issues with underage consumption of alcohol in the park then he would support removal of the “P” Packaged portion of this Application. Mr. Trujillo responded affirmatively.

Commissioner Buchanan questioned if Mr. Trujillo would accept an RAS liquor license. Mr. Trujillo stated his preference for an RAPS license but was willing to accept an RAS.

Commissioner Buchanan questioned on site management. Mr. Trujillo noted that he acted as same. In addition, he had an employee who served as his back up. Mr. Trujillo had placed a hundred percent (100%) of his focus on the restaurant and mini mart. This project had been his dream. He reviewed this project’s history. He had complied with the City Code. There had been various public hearings involved. The process took two (2) years. He added that there had been a restaurant at this location in the past.

Commissioner Tompkins questioned security. Mr. Trujillo informed the Commission that there was video surveillance.

Commissioner Clapp suggested signage for the mini mart informing customers that alcohol was not allowed in the park. The mini mart could limit the quantity of liquor sold by Mr. Trujillo using his best judgment. Mr. Trujillo acknowledged that if something went wrong, then he would accept the responsibility.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He had visited that store. He believed that there were outstanding PACE issues. Mr. Trujillo expressed his belief that everything had been settled.

Commissioner Petersen questioned if this would be a grocery store which also offered alcohol for sale. Mr. Trujillo responded affirmatively. He had spent \$10,000 on coolers.

Commissioner Stockton commended Mr. Trujillo for his efforts. The Commission must consider the location and the impact upon the neighborhood.

Commissioner Stockton opened the hearing to public comment.

Surena Fish, 909 W. Wood, addressed the Commission. She had grown up in Bloomington. At this time, she spent half of the year here. Under no circumstances should liquor sales be allowed at this location. The restaurant was opened with food only. She wished Mr. Trujillo the best of luck. She cited the history of the area. On Memorial Day there was alcohol consumed in Miller Park. The addition of another liquor license would compound the problem. Alcohol is readily available. The Commission needed to stand up and say no. She cited the impact of alcohol and drugs on the neighborhood. The neighborhood was starting to turn around. Miller Park was beautiful and well maintained.

Commissioner Stockton understood that things were improving. He acknowledged issues involving alcohol and drugs. He noted that Ms. Fish was opposed to this Application.

Michael Schoenecke, 908 W. Wood, addressed the Commission. He attended the meeting with his wife. They had been lived in the City for the past three (3) years. They also were Mr. Trujillo's customers. He approved the idea of a liquor license for the restaurant. He specifically cited beer and wine sales. He believed that packaged sales were an issue of convenience. Mr. Trujillo had taken a business approach. He expressed concern about the impact upon the area. He cited calls for police service. He believed that Westside Liquors was enough. He cited litter such as glass. He believed that liquor would end up in the park. A "P" Package liquor license was not the best idea for the area.

Commissioner Stockton noted the Mr. Schoenecke was supportive of the "R" Restaurant but opposed to the "P" Packaged liquor license. He questioned if Mr. Schoenecke would be supportive of the "A" All types of alcohol for the restaurant. Mr. Schoenecke did not have a problem with an "A" liquor license. Margaritas were cited as an example. Customers purchasing "P" Packaged alcohol would only be interested in the convenience. Packaged liquor could be purchased with weekly groceries. A mini mart was for convenience items not weekly shopping.

Henry Wright, 902 N. Linden, addressed the Commission. Mr. Trujillo had remodeled the building. This was a neighborhood improvement. Mr. Trujillo had been encouraged by his customers. If there was an issue with alcohol consumption in the park, then there was an enforcement issue. He did not believe that this application would have a negative impact upon the neighborhood.

Hal Jennings, 102 S. East St., addressed the Commission. Mr. Trujillo's restaurant offered good food at great prices. Mr. Trujillo had remodeled/restored the building. He had invested in the area and building. The restaurant was clean. There was a small bar with four (4) stools. He supported this Application. The "P" Packaged license would be for the Mini Mart. It offered generic and ethnic items. Mr. Trujillo's efforts were amazing. He encouraged the Commission to look at the big picture. Mr. Trujillo's invested two (2) years of his time and \$300,000. He attested to Mr. Trujillo's character.

Ms. Fish readdressed the Commission. She noted that Mr. Jennings did not live in the neighborhood. This neighborhood was dealing with a variety of issues.

Commissioner Stockton noted that if there were issues, then there needed to be enforcement. He expressed his willingness to work with Ms. Fish. He described Miller Park as the jewel of the City's west side.

Commissioner Stockton presented four options: 1.) deny the Application; 2.) approve the "R" Restaurant portion only; 3.) approve the "P" Packaged portion with a sunset clause; and 4.) approved the "R" Restaurant portion now and reconsider the "P" Packaged portion in the future. He noted that Mr. Trujillo had assumed a lot of risk. He added his expectation that Mr. Trujillo would perform well and there would not be any liquor issues related to his business. The summer was a busy season at the park.

Commissioner Buchanan cited his years of experience on the Commission. Mr. Trujillo was a credible applicant. He had considered this application's impact upon the neighborhood. The issues cited were not related to Mr. Trujillo as at this time he does not have a liquor license. The key question was would this Application add to or compound the issues cited. He again cited the quality of the Applicant and a sunset clause. He believed that now was the best time for a trial period, (when the park is busy). There may be a need for greater enforcement. He questioned the volume of liquor sales at West Side Food & Beverage. He questioned if Mr. Trujillo planned be price competitive with same. Mr. Trujillo operated a small grocery store. He had no plans of competing with West Side Food & Beverage.

Commissioner Petersen noted the quality of the Applicant's plan. Mr. Trujillo appeared to be sincere. The park was in high season. He expressed support for the fourth option. At a later date the Commission could review Mr. Trujillo's performance and reconsider a "P" Packaged license. The "R" Restaurant license would provide additional revenue, Mr. Trujillo would gain experience with alcohol sales, the risk would be limited. He stated his support for the "R" Restaurant portion but not the "P" Packaged portion of this Application.

Commissioner Clapp expressed support for this Application with the third option. This would provide a six (6) month trial with a review by the Commission. She believed the "R" Restaurant portion would assist Mr. Trujillo by providing an additional revenue stream.

Commissioner Stockton acknowledged that Mr. Trujillo was not responsible for the current situation. The Commission must consider the impact on the neighborhood. He noted that Miller Park was located across the street. He expressed his belief that the Council would be concerned

about that fact. He expressed his interest in the Council having confidence in the Commission. He cited the proximity of West Side Food & Beverage. He believed that there was a sufficient number of "P" Packaged liquor licenses in the area. He was not in favor of this Application. Commissioner Buchanan questioned the logic applied to the number of packaged licenses. Commissioner Stockton had considered the traffic, the need for, the potential negative impact, and the proximity to the park in reaching his decision.

Commissioner Tompkins was conflicted. He appreciated Mr. Trujillo's efforts to improve the neighborhood. He would support the "R" Restaurant portion of the Application. He understood the need for a business to make a profit. He expressed his concern for the character of the customers. Mr. Trujillo had earned the Commission's trust. Citizens live in this neighborhood. He questioned the percentage of sales from liquor at the mini mart, ("P" Packaged portion of the Application).

Mr. Trujillo restated that the businesses had been open for approximately one (1) year. An "R" Restaurant license would be of assistance. He respectfully requested the opportunity.

Commissioner Tompkins recommended that if a "P" Packaged license was to be approved Mr. Trujillo would have to make it inconvenient for his customers to take the liquor to the park. Mr. Trujillo restated that he had no intention of carrying single serve products.

Commissioner Buchanan suggested that the product be sold unrefrigerated. Mr. Trujillo cited the impact of refrigeration on pop sales as an example. He had no intention of stocking/selling hard liquor and stressed that there would not be any single serve products available.

Mr. Boyle made of point of clarification: the "R" Restaurant portion of the license would be an "A" All types of alcohol, and the "P" Packaged portion of the license would be a "B" Beer and Wine only.

Motion by Commissioner Buchanan, seconded by Commissioner Clapp that the application of TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., requesting an RAPS liquor license which allows the sale of all types of alcohol the glass for consumption on the premises and the sale of packaged beer and wine for consumption off the premises seven (7) days a week be approved with the following conditions: 1.) that there be no outstanding PACE (Planning and Code Enforcement) fees and/or fines at this address; 2.) that the "P" Packaged portion of said license would sunset six (6) months from date of issuance unless subsequent action is taken by the Commission and 3.) that the Commission would request an audit of food and liquor sales for the "R" Restaurant and "P" Packaged portion of the license.

Ayes: Commissioners Buchanan, Clapp and Tompkins.

Nays: Commissioners Stockton and Petersen.

Motion carried.

Commissioner Buchanan suggested that the unrefrigerated condition apply to “P” Packaged sales during the six (6) month trial period.

Motion by Commissioner Tompkins, seconded Commissioner Buchanan to reconsider the Commission’s previous action.

Ayes: Commissioners Stockton, Buchanan, Petersen, and Tompkins.

Nays: Commissioner Clapp.

Motion carried.

Commissioner Buchanan stated his intention to amend his previous motion by adding the condition that “P” Packaged liquor sales must be unrefrigerated.

Commissioner Stockton encouraged the Commission to consider the store’s proximity to the park. He believed that it would be advantageous to all to commence packaged sales in the winter months. He restated his opposition to this Application.

Commissioner Buchanan acknowledged this was a difficult Application. The Applicant had presented a compelling case. Citizens had raised legitimate concerns. He believed the negative impact on the neighborhood from this business was questionable.

Motion by Commissioner Buchanan, seconded by Commissioner Clapp that the application of TVEO Corporation, d/b/a Eric’s Mini Mart & Restaurant, located at 903 W. Wood St., requesting an RAPS liquor license which allows the sale of all types of alcohol the glass for consumption on the premises and the sale of packaged beer and wine for consumption off the premises seven (7) days a week be approved with the following conditions: 1.) that there be no outstanding PACE (Planning and Code Enforcement) fees and/or fines at this address; 2.) that the “P” Packaged portion of said license would sunset six (6) months from date of issuance unless subsequent action is taken by the Commission and 3.) that the Commission would request an audit of food and liquor sales for the “R” Restaurant and “P” Packaged portion of the license; and 4.) “P” Packaged liquor items for sale must be unrefrigerated.

Ayes: Commissioners Buchanan, Clapp and Tompkins.

Nays: Commissioners Stockton and Petersen.

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately sixty-two (62) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the June 8, 2010 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** This would be a new RAPS liquor license. The annual fee is \$2,210.

Respectfully,

Reviewed and concur:

Stephen F. Stockton  
Chairman of Liquor Commission

Randall D. McKinley  
Police Chief

Mayor Stockton introduced this item. Hamilton “Eric” Trujillo, owner of Eric’s Mini Mart and Restaurant, 903 W. Wood St., had done a good job of restoring the property. He had been operating a restaurant there for approximately one (1) year. There was concern regarding the application for a package license as the minimart was located across the street from Miller Park. The City prohibited alcohol in the park. He reviewed the license classifications that were discussed during the Liquor Commission’s hearing.

Alderman Schmidt noted that the Miller Park Neighborhood Association had recently formed. They were unable to attend the Commission’s hearing. She had attended their neighborhood meeting with about a dozen individuals present. The recommendation at the meeting was to approve the restaurant license but not the package license. There had been nothing but support for Mr. Trujillo. She believed many people wanted to see him succeed. She noted people were able to purchase alcohol from Parkview Inn, located at 1003 S. Morris Ave., currently holding an RAPS, (Restaurant, All types of alcohol, Packaged, Sunday sales), liquor license. She recommended the Council pass the ordinance with a restaurant license only.

Alderman Anderson had received emails and a phone call. He also attended the neighborhood meeting that made the issue very clear. There were many people opposed to the package license.

Alderman Schmidt received a copy of a petition from Mr. Trujillo in support of a liquor license. Petition was placed on file in the City Clerk’s Office.

Alderman Hanson referenced the forty ounce (40 oz.) issue (single serve). He questioned if this would put a business at a disadvantage. He also questioned if there had been problems at Miller Park. Mayor Stockton stated there had been some enforcement issues with alcohol consumption at the park. The Commission considered suitability of the location. They looked at the need for a liquor license. They also questioned the impact upon the neighborhood. There were concerns due to the park being located across the street. He cited the ability to purchase alcohol at Parkview Inn and the gas station, Fast Stop, 1001 Six Points Rd., down the street.

Alderman Hanson appreciated the time spent on this issue by Aldermen Schmidt and Anderson. If a problem existed then it needed to be addressed.

Alderman Fruin agreed with Aldermen Schmidt and Anderson. He believed Alderman Hanson had made a good point regarding equity. He questioned if the license

were denied if the petitioner had to wait one (1) year to reapply. Todd Greenburg, Corporate Counsel, stated the license was created by the Council. The Commission made recommendations to the Council.

Alderman Schmidt expressed her confusion. Mayor Stockton stated there were various options. One (1) would be to make a motion to grant the restaurant license.

Alderman Schmidt questioned if the applicant could reapply in a year. The residents of Ward 6 would like to see Eric's start with a restaurant license.

Alderman Anderson questioned if it was Alderman Schmidt's intention to require the petitioner to wait one (1) year.

Alderman Schmidt wanted to see Mr. Trujillo make a business case for the package license. She questioned the possibility of allowing a future opportunity. Mr. Greenburg stated there was no language regarding change of classifications.

Alderman Purcell questioned Mr. Trujillo regarding tax and minimum wage issues. Mr. Greenburg stated the Council had discretion. The applicant could choose to answer the question. Mayor Stockton stated another alternative would be to place conditions on the license. Mr. Greenburg noted the state would pull a liquor license for failure to pay taxes.

Alderman Schmidt commented on how wonderful Eric's was for the neighborhood. She was a park supporter. There were a number of issues concerning noise. The park needed to be patrolled. The neighborhood was very supportive of the restaurant.

Alderman Sage supported the motion. He respected the other Aldermen's opinions. He appreciated the time Aldermen Anderson and Schmidt had committed to this issue. Mr. Hales clarified the motion would include applicable conditions.

Alderman Fruin questioned the need for the audit. Mayor Stockton stated conditions 2, 3, and 4 would be deleted.

Alderman McDade commended Mr. Trujillo's children for their good behavior throughout the meeting.

Motion by Alderman Schmidt, seconded by Alderman Anderson that an RAS liquor license for TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., be created contingent upon compliance with all applicable health and safety codes with the following condition: that there be no outstanding PACE (Planning and Code Enforcement) fees and/or fines at this address.

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

**Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, and Fruin.**

**Nays: Alderman Purcell.**

**Motion carried.**

**Alderman Purcell clarified that he voted no on Eric's Restaurant because he did not believe his questions were answered.**

**The following was presented:**

To: Honorable Mayor and Members of the City Council

From: Staff

Subject: Petition submitted by Hamilton E. "Eric" Trujillo requesting approval of a Special Use Permit to allow a Multiple Family Dwelling in an R-2, Mixed Residence District, on property located at 909 South Allin Street and 903 West Wood Street (Case SP-09-07) (Ward 6)

**BACKGROUND INFORMATION:**

Adjacent Zoning

north: R-2, Mixed Residence District  
south: S-2, Public Lands and Institutions District  
east: R-1C, Single Family Residence District  
west: R-2, Mixed Residence District

Adjacent Land Uses

north: single family dwelling  
south: municipal park  
east: single family dwelling  
west: multiple family dwelling

Comprehensive Plan recommends low/medium density residential land use for this property.

These properties have been zoned for residential use since the City's first zoning ordinance was adopted in 1941. The building at 909 South Allin Street was previously occupied for many years by the Park Store (a neighborhood grocery store) and by a Laundromat. There is also one (1) apartment on the second floor of this building. The lot at 903 West Wood Street was used for many years as a customer parking lot for the uses in this building. These two (2) business uses were allowed to continue to operate in a residential district as legal nonconforming uses because they were established before the residential zoning was adopted.

The petitioner desires to renovate 909 South Allin Street for use as a small restaurant and grocery store on the first floor and also construct two (2) additional apartments on the second floor. Multiple-family dwellings are permitted in an R-2 zoning district by Special Use Permit. The Zoning Code stipulates the following standards and conditions for multiple-family dwellings as a Special Use:

- (1) Parking lots shall be screened from adjacent single family dwellings with evergreen plants at least thirty (30) inches high or a solid opaque fence not less than six (6) feet in height.
- (2) Maximum Floor Area Ratio shall be fifty percent (50%).
- (3) Minimum yard requirements are to be the same as the R-2 zoning district: side yard set-backs at six (6) feet; east front yard set-back at fourteen (14) feet; south front yard set-back at twenty-six (26) feet and rear yard set-backs at twenty-five (25) feet.
- (4) At least two (2) parking spaces per dwelling unit are to be provided.

The petitioner is seeking the following variances:

No screening of the parking lot.

To allow a Floor Area Ratio of seventy-seven percent (77%).

Property is a corner lot with two front yards. Existing building does not meet the required setback for either front yard.

Existing parking lot is nonconforming (17 required, 15 provided) Addition of two (2) dwelling units would increase the required parking by four (4) spaces (21 required, 15 provided).

#### BOARD OF ZONING APPEALS PUBLIC HEARING:

The Board of Zoning Appeals conducted a public hearing on this petition on January 16, 2008. The following persons presented testimony in favor of this petition at this hearing:

Mr. Sherman Chandler, 14 Moonstone Court  
Mr. Chris Riddle, 1002 Pancake St.  
Mr. Henry Wright, 902 N. Linden St.  
Mr. Alfonso Arteaga, 2405 Monica Lane  
Ms. Rowena Harris, 214 Packard St., Apt. 3

Mr. Trujillo testified that he believed he had endured great hardship and expense appearing in front of both the Planning Commission and the Board of Zoning Appeals in order to make the desired improvements to this property. He stated that he had a difficult time understanding what the City required of him. He had been granted a building permits for roof repair, siding and window replacements for this property. Later the City required him to provide architectural drawings for any of the additional work proposed. After submitting the drawings he was told that the property would need rezoned to permit these uses. After a petition to rezone was heard by the Planning Commission he was then required to appear before the Board of Zoning Appeals seeking variances and special use permits before continuing with the project.

Mr. Chandler testified that he was the previous owner of the property in question. He stated that Mr. Trujillo had made many improvements to this property and was bringing this property up to City standards. He added that when the Park Store was open, its patrons were primarily the neighbors and were usually walking, thus addressing the parking issue questions that had been raised. Mr. Chandler added that Mr. Trujillo's plans for this property would be good for the neighborhood.

Mr. Riddle, Mr. Wright, Mr. Arteaga and Ms. Harris all testified in favor of Mr. Trujillo's character and his willingness to be helpful to others.

Mr. Mark R. Huber, Director of Planning and Code Enforcement, (PACE) responded that the building permits for the roof repair, siding and window replacements that Mr. Trujillo referred to did not generally require the review of architectural plans even when the property is being used for commercial use.



by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises presently has a zoning classification of R 2 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 7, 30 (K) of said City Code Multi Family Dwellings, are allowed as a special use in a R 2 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R 2 zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R 2 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

Hamilton E. Trujillo

**ORDINANCE NO. 2008 – 11**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A  
MULTI FAMILY DWELLING FOR PROPERTY  
LOCATED AT: 909 S. ALLIN & 903 W. WOOD**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County Illinois, a petition requesting a Special Use Permit for a Multi Family Dwelling for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Sections 7.30(K) of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a Multi Family Dwelling on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11<sup>th</sup> day of February, 2008.

APPROVED this 12<sup>th</sup> day of February, 2008.

Stephen F. Stockton, Mayor

ATTEST:

Tracey Covert, City Clerk

## **EXHIBIT A**

907 S. Allin

The South 50 feet of the east 132 feet of Lot 10 in the Subdivision of Block 4 of James Miller's 2<sup>nd</sup> Addition in the City of Bloomington, McLean County, Illinois.

PIN # 21-08-228-065

903 W. Wood

The South 73 feet of the east 42 feet of Lot 9 of Block 4 of James Miller's 2<sup>nd</sup> Addition in the City of Bloomington, McLean County, Illinois.

PIN # 21-08-228-057

**Alderman Gibson expressed concern about these two (2) Special Uses. He added his concern about the City not following its own code. This neighborhood was congested. He cited the number of variances requested. He noted concerns regarding parking. He encouraged City staff to rethink this Petition. He believed that there would be problems. He also requested that a liquor license not be granted at this location.**

**Mayor Stockton noted City staff's recommendation to the Zoning Board of Appeals, (ZBA). Tom Hamilton, City Manager, addressed the Council. He noted that no one from the neighborhood had testified about this Petition. The Petitioner was cleaning up the old Park Store. The property was being rehabbed. The Petitioner's plan as presented was deemed acceptable.**

**Alderman Schmidt cited the original concern regarding this property was a Rezoning Petition. Mr. Hamilton noted the controls of a Special Use Petition. The Petitioner must submit a site plan.**

**Mark Huber, Director of PACE, addressed the Commission. He reviewed this property's history. It had appeared before the Planning Commission as a Rezoning Petition. The request for B – 2, General Business Service District, was not viewed as appropriate. The Special Use process was applied to the property. A Special Use would allow the non conformity and the business use to continue. No one was present to object to the Petition before the ZBA. He added that the variance had been granted by the ZBA.**

**Alderman Stearns questioned notification. Mr. Huber informed the Council that properties within 500 feet were notified. Signs were posted on both streets. The notification and signage addressed both the Rezoning Petition and the two (2) Special Use Petitions.**

**Alderman Gibson expressed his concern regarding inadequate parking. He noted that work had been begun on the building without signage. He wanted the parking screened and there to be no liquor license at this property.**

**Mr. Huber informed the Council that building permits had been issued which allowed work on the building to continue while the plans were finalized. The ZBA was not concerned about the parking. The commercial uses were viewed as similar. The Petitioner had not expressed an interest in a liquor license. He noted that there were two (2) Special Use Petitions. The variances had been applied to the multiple family dwelling.**

**Alderman Schmidt questioned if the parking lot would be screened. She questioned if screening was required and the impact on parking. Mr. Huber noted that the ZBA had granted variances. The parking lot had been there.**

**Mayor Stockton questioned what was acceptable. Alderman Gibson expressed his opinion that the Code was not being applied consistently. The City was setting a precedent. Mr. Hamilton stated that each Special Use is reviewed and analyzed. Each petition is unique. No precedent would be set.**

**Alderman Schmidt noted that the property was located within her ward. She cited the lack of neighborhood push back.**

**Motion by Alderman Gibson, seconded by Alderman Schmidt that the Special Use for a Multiple Family Dwelling be approved and the Ordinance passed.**

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

**Ayes: Aldermen Stearns, Huette, Schmidt, Finnegan, Gibson, Hanson, Sage, Fruin and Purcell.**

**Nays: None.**

**Motion carried.**



FOR COUNCIL: October 14, 2013

**SUBJECT:** Budget amendment for the authorization to pay for the cost of oversizing the sanitary trunk sewer in the Grove 5th addition as per the annexation agreement. The City's approximate oversizing cost is \$1,000,000. Final oversizing cost will not be known until installation of the trunk sewer is complete.

**RECOMMENDATION/MOTION:** That the Council adopt the proposed budget amendment to the FY2014 budget for the reallocation of funds within the Sanitary Sewer Fund for \$1,000,000 for the oversizing be approved.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5e. More attractive City: commercial areas and neighborhoods.

**BACKGROUND:** On March, 13, 2006, Council approved the Preliminary Plan for The Grove on Kickapoo Creek Subdivision which includes the subject site. The Grove on Kickapoo Creek Subdivision, Fifth Addition includes sixty (60) lots and one (1) outlot.

The City is responsible for the cost of oversizing the sanitary trunk sewer in this addition. The City's approximate oversizing cost is \$1,000,000. Final oversizing cost will not be known until installation of the trunk sewer is complete.

On September 26, 2005, Council approved an Annexation Agreement with the Grove on Kickapoo Creek, LLC. The Annexation Agreement requires the City to pay for over sizing the sanitary trunk sewers in the Grove Subdivision. The east branch trunk sewers have been oversized to serve approximately 4,000 acres north and east of the Grove development and a portion of the Adams property south of Ireland Grove Road. The Annexation Agreement requires the City to pay the over sizing invoices within thirty (30) days of receipt of all documentation. Construction of an east branch trunk sewer extension, which will serve the Grove on Kickapoo Creek, 5th Addition, is ready to begin. The developer has already bid the project and is waiting on the City Council's approval of the subject Budget Amendment before they begin construction. Staff have reviewed the trunk sewer construction plans and find it to be in conformance with applicable City codes.

The developer has tried to keep the City abreast of proposed additions that include City cost sharing. In late 2012, the City was informed of a proposed addition that would involve City cost sharing for water main, street and sewer oversizing. Proposed funding for these items totaled \$381,000 and was included in the proposed FY2014 Budget, but the funding was not included in the approved FY2014 Budget. In addition, the developer informed the City in May 2013 of their intent to develop an alternate addition. The alternate addition, now known as the subject 5th Addition, only involved City cost sharing for sewer oversizing. Unfortunately, the City has no recourse for the development change and does not know when any developments will occur.

The Annexation Agreement does not require the developer to provide any notice of proposed developments, which would allow staff to budget for oversizing costs. To accommodate the unfunded sewer oversizing expense, staff reviewed other sewer projects included in the FY2014 Budget. In order to fund the Grove 5th trunk sewer oversizing, the projects shown in the following table can be delayed or a reduced scope of work can be performed.

<u>Budgeted FY2014 Project</u>	<u>Funding Amount</u>	<u>Proposed Action</u>
<b>Locust CSO Non-Loan Eligible (Phase 2 Construction)</b> <i>(Currently budgeted in Sewer 51101100-72550)</i>	<b>\$99,000</b>	<b>(\$99,000) Delay to FY15</b>
<b>Locust Colton CSO Elimination (Phase 2 Construction)</b> <i>(Currently budgeted in Sewer 51101100-72555-would need to transfer budget to 51101100-72550)</i>	<b>\$574,000</b>	<b>(\$574,000) Delay to FY15</b>
<b>Sugar Creek Pump Lift Station</b> <i>(Currently budgeted in Sewer 51101100-72140-would need to transfer budget to 51101100-72550)</i>	<b>\$100,000</b>	<b>(\$100,000) Delay to FY15</b>
<b>Jackson Street Sanitary Sewer (500-600 East Block)</b> <i>(Currently budgeted in Sewer 51101100-72550-budgeted for \$280,000 in FY 2014)</i>	<b>\$227,000</b>	<b>(\$227,000) Delay to FY15</b>
<b>Total:</b>	<b><u>\$1,000,000</u></b>	<b><u>(\$1,000,000)</u></b>
<b>Sewer-Main Construction (51101100-72550)</b>	<b>\$326,000</b>	<b>\$674,000</b>

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Eastlake, LLC, and the Farnsworth Group.

**FINANCIAL IMPACT:** The future residential properties will generate property tax revenue and annexation fees. There are revenues and costs associated with the entire Grove on Kickapoo Creek development that are detailed in the approved Annexation Agreements, and are triggered by construction of utilities or final platting. The City is responsible for the cost of oversizing the sanitary trunk sewer in this addition. The estimated cost of oversizing is \$1,000,000. Final oversizing cost will not be known until installation of the trunk sewer is complete. The cost of all other public improvements, platting, and recording will be borne by the petitioner. The oversizing will be paid out of the Sewer-Sewer Main Construction (51101100-72550). Stakeholders can locate this budget in the FY 2014 Budget book titled “Other Funds & Capital Improvement Fund” on page 162.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Finance Director

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance

---

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

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



FOR COUNCIL: October 14, 2013

**SUBJECT:** Petition from Eastlake, LLC, requesting Annexation and Rezoning of a 18.91 Acre Tract to be known as The Grove on Kickapoo Creek Subdivision, Fifth Addition, commonly located north of Ireland Grove Rd. and west of Township Rd. 2100 East

**RECOMMENDATION/MOTION:** That the Annexation and Rezoning 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:** The Council approved an Annexation Agreement with Deneen Bros. Farms LLC, Richard A. Searls Jr., Thomas J. Searls, Richard A. Searls III, Stephen J. Searls, John D. Searls, and Eastlake LLC on September 26, 2005. The proposed Annexation and Rezoning is in accordance with this agreement. The proposed annexation area is immediately north of the Grove at Kickapoo Creek 2<sup>nd</sup> Addition and will contain sixty (60) residential lots, one (1) outlot and right of way for City streets.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** All of the required public hearings on the Annexation Agreement were held by the Planning Commission and Council in September 2005.

**FINANCIAL IMPACT:** The future residential properties will generate property tax revenue and annexation fees. There are revenues and costs associated with the entire Grove on Kickapoo Creek development that are detailed in the approved Annexation Agreements, and are triggered by construction of utilities or final platting.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Signed Petition  
Attachment 2. Ordinance  
Attachment 3. Legal Description  
Attachment 4. Obligation Expenses  
Attachment 5. Annexation Plat - Map

---

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

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

**ORDINANCE NO. 2013-\_\_\_\_\_**

**AN ORDINANCE ANNEXING CERTAIN TERRITORY AS HEREINAFTER  
DESCRIBED TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS  
AND FOR REZONING**

Whereas, the real estate depicted by the Annexation Plat prepared by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715 of the Farnsworth Group on September 4, 2013, and legally described in Exhibit A attached hereto and incorporated herein is the subject of a certain Annexation Agreement detailed below;

Whereas, the City of Bloomington entered a certain Annexation Agreement dated April 21, 2005, which is by and between the City and Deneen Brothers Farms, LLC., Richard A. Searls, Jr., Thomas J. Searls, Richard A Searls, III, Stephen J. Searls, John D. Searls and Eastlake LLC, and said Annexation Agreement was recorded with the Recorder of Deeds for McLean County, Illinois on September 8, 2006, as Document Number 2006-00011501;

Whereas, said Annexation Agreement provides for rezoning of the real estate described in Exhibit A attached hereto and incorporated herein and the Bloomington Planning Commission, after proper notices were given, conducted Public Hearings on the proposed rezoning;

Whereas, the real estate was also the subject of a certain Petition for Zoning Map Amendment filed by Eastlake, LLC, and related City of Bloomington, Illinois, Ordinance No. 2011-59 (hereinafter referred to as "2011 Ordinance Rezoning the Gove on Kickapoo Creek Subdivision") providing that the premises will include "R-1C Single Family Residence District" zoning under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended.

Whereas, the City Council of the City of Bloomington, after proper notices were given, conducted Public Hearings on the Annexation Agreement and 2011 Ordinance Rezoning the Grove on Kickapoo Creed Subdivision;

Whereas, the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided;

Whereas, the City Council of the City of Bloomington has further determined that the proposed zoning, as established in the Annexation Agreement and 2011 Ordinance Rezoning the Grove on Kickapoo Creed Subdivision follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be placed in effect as to said real estate upon the annexation of same, all as by Statute specifically provided;

Whereas, the City Council of said City has the power to pass this Ordinance to annex and rezone the real estate described in Exhibit A.

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

1. That the City Council of the City of Bloomington, Illinois, determines that the real estate described in the attached Exhibit A is not within the confines of any municipality of the State of Illinois, but it is however, contiguous to the City of Bloomington.

2. That the real estate described in this Ordinance is hereby annexed to and does by said Ordinance become a part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the real estate described herein.

3. That the Annexation Agreement referred to above and attached hereto be and the same hereby are ratified, affirmed and incorporated into this Ordinance.

4. That the real estate described in Exhibit A shall be and the same is hereby rezoned from Agricultural District ("A") to Single Family Residence District ("R-1C") in accordance with the Annexation Agreement referred to above and incorporated herein.

5. The Official Zoning Map of the said City shall be amended to reflect this change in zoning classification.

6. This Ordinance shall take effect immediately upon passage and approval and shall be in full force.

PASSED this \_\_\_ day of October, 2013.

APPROVED this \_\_\_ day of October, 2013.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

Exhibit A

**LEGAL DESCRIPTION**

A part of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 213 in The Grove on Kickapoo Creek Second Addition in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2009-18355 in the McLean County Recorder's Office, From said Point of Beginning, thence north 312.53 feet along the Northerly Extension of the East Line of said Second Addition which forms an angle of  $88^{\circ}-59'-01''$  as measured from west to north with the North Line of said Second Addition; thence northwest 130.82 feet along a line which forms an angle to the right of  $117^{\circ}-30'-48''$  with the last described course; thence northeast 16.80 feet along the arc of a non-tangential curve concave to the southeast with a radius of 35.00 feet and the 16.63 foot chord of said arc forms an angle to the right of  $283^{\circ}-44'-50''$  with the last described course; thence northwest 180.00 feet along a line which forms an angle to the right of  $103^{\circ}-44'-50''$  with the last described chord; thence northeast 278.34 feet along a line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to a Point of Curvature; thence northeast 126.59 feet along the arc of a curve concave to the northwest with a radius of 452.00 feet and the 126.18 foot chord of said arc forms an angle to the right of  $171^{\circ}-58'-35''$  with the last described course to a Point of Tangency; thence northeast 278.40 feet along a line which forms an angle to the right of  $171^{\circ}-58'-35''$  with the last described chord to a Point of Curvature; thence northeast 11.30 feet along a line being the arc of a curve concave to the southeast with a radius of 152.00 feet and the 11.30 foot chord of said arc forms an angle to the right of  $182^{\circ}-07'-46''$  with the last described course to a Point of Tangency; thence northeast 17.35 feet along a line which forms an angle to the right of  $182^{\circ}-07'-46''$  with the last described chord; thence northwest 300.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the Southeast Line of the Grove on Kickapoo Creek Stream Restoration in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2012-19531 in the McLean County Recorder's Office; thence southwest 34.15 feet along said Southeast Line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence southwest 316.63 feet along said Southeast Line which forms an angle to the right of  $175^{\circ}-44'-28''$  with the last described course; thence southwest 558.86 feet along said Southeast Line which forms an angle to the right of  $196^{\circ}-02'-49''$  with the last described course; thence southwest 170.89 feet along said Southeast Line which forms an angle to the right of  $171^{\circ}-03'-01''$  with the last described course; thence southwest 265.08 feet along a line which forms an angle to the right of  $191^{\circ}-39'-17''$  with the last described course; thence southwesterly 504.22 feet along said Southeast Line being the arc of a non-tangential curve concave to the southeast with a radius of 540.00 feet and the 486.10 foot chord of said arc forms an angle to the right of  $177^{\circ}-27'-11''$  with the last described course to the Northwest Corner of Lot 244 in The Grove on Kickapoo Creek Second Addition Phase II in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2009-27933 in the McLean County Recorder's Office; thence southeast 210.00 feet along the Northeast Line of said Lot 244 and the Northeast Line of Winterberry Circle in said Second Addition Phase II which forms an angle to the right of  $63^{\circ}-15'-01''$  with the last described chord to the Northeast Corner of said Winterberry Circle; thence southeasterly 6.33 feet along the Southeasterly Line of said Winterberry Circle being the arc of a non-tangential curve concave to the southeast with a radius of 330.00 feet and the 6.33 foot chord of said arc forms an angle to the right of  $269^{\circ}-27'-02''$  with the last described course to the Northwest Corner of Lot 243 in said Second Addition Phase II; thence southeast 150.00 feet along the Northeast Line of said Lot 243 which forms an angle to the right of  $89^{\circ}-27'-02''$  with the last described chord to the Northeast Corner of said Lot 243,

being on the Northwesterly Line of Lot 222 in said Second Addition; thence northeasterly 200.12 feet along said Northwesterly Line and the Northwesterly Line of Lot 221 in said Second Addition being the arc of a curve concave to the southeast with a radius of 180.00 feet and the 189.97 foot chord of said arc forms an angle to the right of  $121^{\circ}-50'-59''$  with the last described course to a Point of Tangency; thence east 860.72 feet along the North Line of said Second Addition which forms an angle to the right of  $211^{\circ}-50'-59''$  with the last described chord to the Point of Beginning, containing 18.910 acres, more or less.

part of 22-09-300-011

PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON,  
MCLEAN COUNTY, ILLINOIS AND FOR AMENDMENT OF THE OFFICIAL  
ZONING MAP OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

State of Illinois                    )  
  ) ss.  
County of McLean                 )

Now Comes, EASTLAKE, L.L.C., an Illinois Limited Liability Company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the “premises”).

2. That the premises presently has a zoning classification of Agricultural District (“A”) under the provisions of the McLean County Zoning Ordinance.

3. That the premises is the subject of an Annexation Agreement dated April 21, 2005, by and between City of Bloomington, McLean County, Illinois, a Municipal Corporation (hereinafter referred to as “City”) and Deneen Brothers Farms, LLC., Richard A. Searls, Jr., Thomas J. Searls, Richard A Searls, III, Stephen J. Searls, John D. Searls and Eastlake LLC.

4. That the premises is the subject of City of Bloomington, Illinois, Ordinance No. 2011-59, dated December 12, 2011, providing that the premises will include “R-1C Single Family Residence District” zoning under the provisions of Chapter 44 of the Bloomington City Code-1960, as amended.

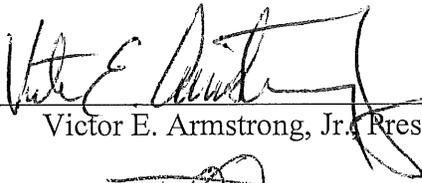
5. That the Annexation Plat prepared by Bret Bazan, Illinois Professional Land Surveyor No. 3715 of the Farnsworth Group on September 4, 2013, is attached hereto and incorporated herein as Exhibit B.

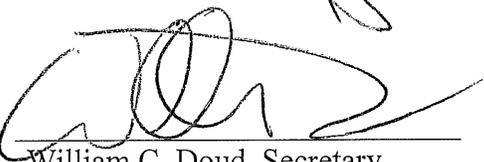
6. That your Petitioner hereby requests that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois, approve this petition and annex the premises to the City and amend the Official Zoning Map of the City to classify the premises into the zoning classifications set forth in the Annexation Agreement and said Ordinance No. 2011-59.

Wherefore, your Petitioner respectfully prays that this petition be approved, that the premises be annexed to the City of Bloomington, McLean County, Illinois, and that the Official Zoning Map of the City be amended to classify the premises into the zoning classifications set forth in the Annexation Agreement and said Ordinance No. 2011-59.

Respectfully submitted,

EASTLAKE, L.L.C.

By:   
Victor E. Armstrong, Jr. President

Attest:   
William C. Doud, Secretary

Prepared by:  
John L. Pratt  
Pratt and Pratt, P.C  
415 N. Center Street  
Bloomington, IL 61701  
(309) 828-2302



**MEMORANDUM**

TO: Jim Karch, Director of Public Works  
FROM: Russel C. Waller, P.E.  
DATE: 02-Oct-13  
SUBJECT: Grove on Kickapoo Creek Annexation Agreement - CURRENT

---

The following is a brief summary of project expenses incurred in fulfilling the City's obligations in accordance with the Grove on Kickapoo Creek Annexation Agreement.

<u>Project</u>	<u>Total City Cost</u>	<u>Net City Cost*</u>
Ireland Grove Rd Safety Improvements (Guardrail)		
Construction	\$ 84,118	\$ 84,118
Black Oak Blvd & Pedestrian Underpass (2nd Addition)		
Construction	\$ 303,010	\$ 303,010
Kickapoo Creek Road (Orig, 1st & 3rd Additions)		
Construction	\$ 311,748	\$ 311,748
Kickapoo Creek Restoration, Phase I		
Design	\$ 268,100	\$ 268,100
Construction	\$ 95,021	\$ 95,021
Kickapoo Creek Restoration, Phase II		
Construction	\$ 500,000	\$ 500,000
Kickapoo Creek Restoration, Phase III		
Construction	\$ 500,000	\$ 500,000
Brokaw Road Sanitary Trunk Sewer		
Construction	\$ 2,974,384	\$ 2,868,460
Kickapoo Creek Pump Station		
Design	\$ 384,300	\$ 384,300
Electric Service	\$ 27,764	\$ 27,764
Construction	\$ 1,992,770	\$ 1,749,043

Kickapoo Creek Force Mains			
RR Crossing Fees	\$	45,700	\$ 45,700
Construction	\$	1,126,743	\$ 1,007,244
Ireland Grove Road Trunk Sewer - North Branch			
Construction	\$	347,000	\$ 347,000
Ireland Grove Road Trunk Sewer - West Branch			
Construction	\$	132,978	\$ 132,978
Ireland Grove Road Trunk Sewer - East Branch			
Construction	\$	1,285,133	\$ 1,285,133
Grove 2nd Addition 15" Trunk Sewer			
Construction	\$	130,800	\$ 130,800
Kickapoo Creek Road 16" Water Main (Orig, 1st & 3rd Additions)			
Construction	\$	111,361	\$ 111,361
Ireland Grove Road Water Main			
Construction	\$	683,858	\$ 683,858
Ireland Grove Road Water Main Extension			
Construction	\$	289,965	\$ 289,965
		<hr/>	<hr/>
<b>TOTALS</b>	<b>\$</b>	<b>11,594,753</b>	<b>\$ 11,125,602</b>

\* Net City Cost is the City's Total Cost less the Tap-On Fees that have already been paid for existing Grove on Kickapoo Creek Additions.



## MEMORANDUM

TO: Jim Karch, Director of Public Works  
FROM: Russel C. Waller, P.E.  
DATE: 02-Oct-13  
SUBJECT: Grove on Kickapoo Creek Annexation Agreement - FUTURE

---

The following is a summary of projected future expenses to fulfill the City's obligations in accordance with the Grove on Kickapoo Creek Annexation Agreement.

<u>Project</u>	<u>Estimated City Cost</u>	<u>Net City Cost Estimate*</u>
Kickapoo Creek Road (7th, 8th & 9th Additions)		
Construction	\$ 445,000	\$ 445,000
2100 East Road Resurfacing (6th & 6A Additions)		
Construction	\$ 225,000	\$ 225,000
Prairie Crossing (9th & 11th Additions)		
Construction	\$ 423,000	\$ 423,000
Ireland Grove Road Trunk Sewer - North Branch (7th, 9th & 10th Additions)		
Construction	\$ 1,800,000	\$ 1,372,881
Ireland Grove Road Trunk Sewer - East Branch (5th & 6A Additions)		
Construction	\$ 1,520,000	\$ 342,000
Kickapoo Creek Road 16" Water Main (7th, 8th & 9th Additions)		
Construction	\$ 115,000	\$ 115,000
2100 East Road Water Main (6th, 6A & 11th Additions)		
Construction	\$ 420,000	\$ 420,000
Prairie Crossing Water Main (9th & 11th Additions)		
Construction	\$ 135,000	\$ 135,000
Ireland Grove Road Water Main (6th Addition)		
Construction	<u>\$ 126,000</u>	<u>\$ 126,000</u>
<b>TOTALS</b>	<b>\$ 5,209,000</b>	<b>\$ 3,603,881</b>

\* Net City cost is the City's estimated cost less the estimated Tap-On Fees to be paid for future Grove on Kickapoo Creek Additions.





Public Works Department

# The Grove on Kickapoo Creek Construction Phases



0 250 500 1,000 Feet

DATE 09/30/2013

**Legend**

- Kickapoo Creek Pavement Existing
- Kickapoo Creek Pavement Proposed

**Status**

- Existing

**TheGrovePhases**

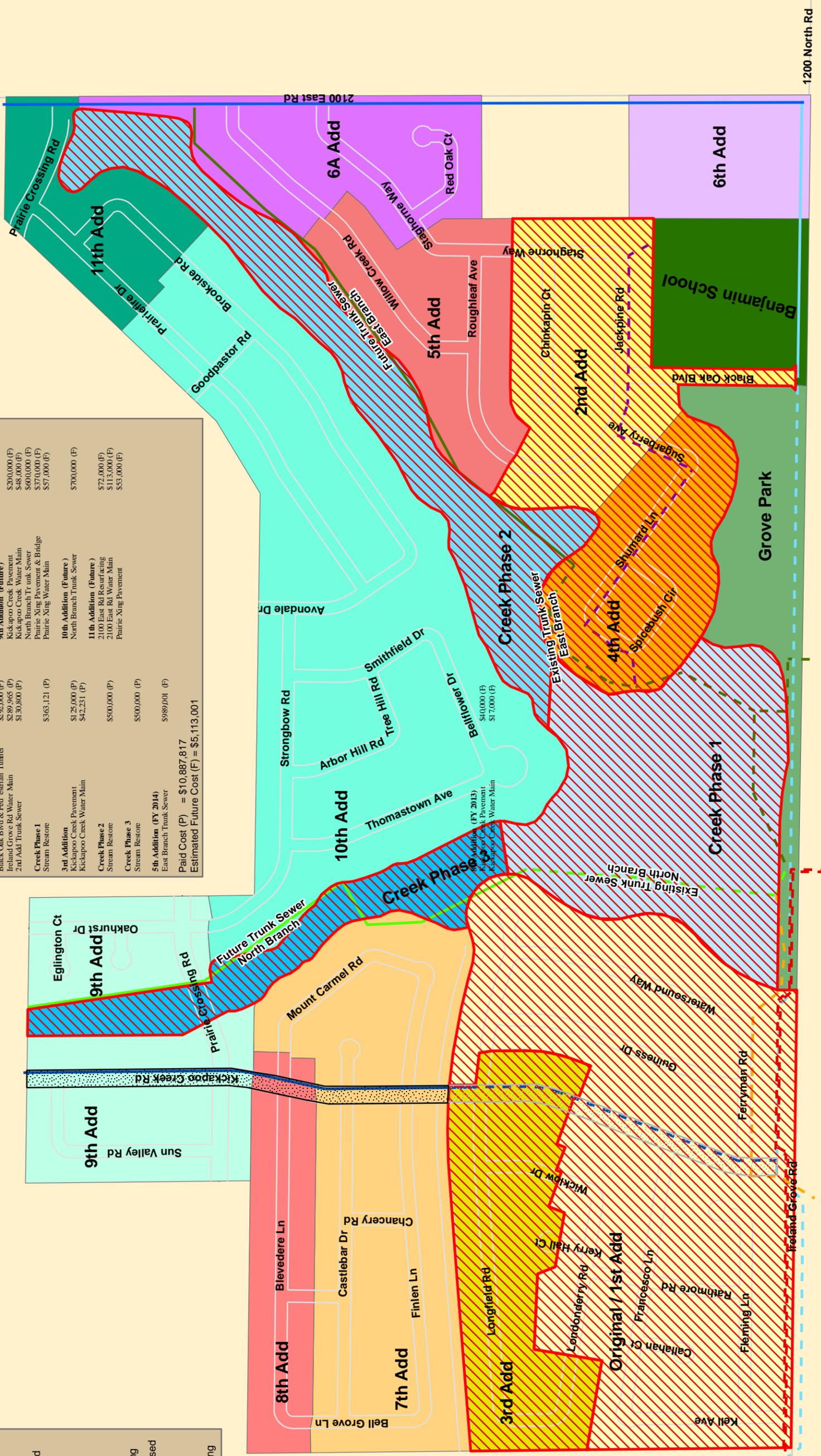
**Layers**

- ROW
- IGR Watermain Existing
- IGR Watermain Proposed
- 2100 East Rd Watermain Proposed
- 2nd Add Trunk Sewer
- East Branch Sanitary Existing
- East Branch Sanitary Proposed
- Forcemain
- Kickapoo Creek Watermain Existing
- Kickapoo Creek Watermain Proposed
- North Branch Sanitary Existing
- North Branch Sanitary Proposed
- West Branch Trunk Sanitary Existing

### City's Share of Cost

<b>Pump Station</b>	\$2,402,564 (P)	<b>6th Addition (Future)</b>	\$126,000 (F)
<b>Force Main</b>	\$1,172,443 (P)	<b>Ireland Grove Rd Water Main</b>	\$82,000 (F)
<b>Brooklaw Sewer</b>	\$2,974,384 (P)	<b>2100 East Rd Water Main</b>	\$90,000 (F)
<b>Original / 1st Addition</b>		<b>6A Addition (Future)</b>	\$225,000 (F)
<b>West Branch Trunk Sewer</b>	\$132,978 (P)	<b>2100 East Rd Water Main</b>	\$135,000 (F)
<b>Kickapoo Creek Water Main</b>	\$70,000 (P)	<b>2100 East Rd Resurfacing</b>	\$520,000 (F)
<b>Kickapoo Creek Pavement</b>	\$245,000 (P)	<b>East Branch Trunk Sewer</b>	
<b>Ireland Grove Rd Water Main</b>	\$683,858 (P)	<b>North Branch Trunk Sewer</b>	\$500,000 (F)
<b>North Branch Trunk Sewer</b>	\$347,000 (P)	<b>Kickapoo Creek Pavement</b>	\$190,000 (F)
<b>East Branch Trunk Sewer</b>	\$155,600 (P)	<b>Kickapoo Creek Water Main</b>	\$43,000 (F)
<b>Ireland Grove Rd Safety Improvements</b>	\$84,118 (P)	<b>9th Addition (Future)</b>	\$200,000 (F)
<b>2nd Addition</b>		<b>Kickapoo Creek Pavement</b>	\$48,000 (F)
<b>East Branch Trunk Sewer</b>	\$376,755 (P)	<b>Kickapoo Creek Water Main</b>	\$600,000 (F)
<b>Black Oak Blvd &amp; Ped estrian Tunnel</b>	\$289,965 (P)	<b>North Branch Trunk Sewer</b>	\$370,000 (F)
<b>Ireland Grove Rd Water Main</b>	\$130,800 (P)	<b>Prairie Xing Pavement &amp; Bridge</b>	\$57,000 (F)
<b>2nd Add Trunk Sewer</b>		<b>10th Addition (Future)</b>	\$700,000 (F)
<b>Creek Phase 1</b>		<b>North Branch Trunk Sewer</b>	
<b>Stream Restore</b>	\$563,121 (P)	<b>2100 East Rd Resurfacing</b>	\$72,000 (F)
<b>3rd Addition</b>		<b>2100 East Rd Water Main</b>	\$113,000 (F)
<b>Kickapoo Creek Pavement</b>	\$125,000 (P)	<b>Prairie Xing Pavement</b>	\$53,000 (F)
<b>Kickapoo Creek Water Main</b>	\$42,231 (P)		
<b>Creek Phase 2</b>			
<b>Stream Restore</b>	\$500,000 (P)		
<b>Creek Phase 3</b>			
<b>Stream Restore</b>	\$500,000 (P)		
<b>5th Addition (FY 2014)</b>			
<b>East Branch Trunk Sewer</b>	\$989,001 (F)		

Paid Cost (P) = \$10,887,817  
Estimated Future Cost (F) = \$5,113,001





FOR COUNCIL: October 14, 2013

**SUBJECT:** Petition from Eastlake, LLC, requesting Approval of a Final Plat for The Grove on Kickapoo Creek Subdivision, Fifth Addition, commonly located north of Ireland Grove Rd. and west of Township Rd. 2100 East

**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:** On March, 13, 2006, Council approved the Preliminary Plan for The Grove on Kickapoo Creek Subdivision which includes the subject site. The Grove on Kickapoo Creek Subdivision, Fifth Addition includes sixty (60) lots and one (1) outlot.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Eastlake, LLC, and the Farnsworth Group.

**FINANCIAL IMPACT:** The future residential properties will generate property tax revenue and annexation fees. There are revenues and costs associated with the entire Grove on Kickapoo Creek development that are detailed in the approved Annexation Agreements, and are triggered by construction of utilities or final platting. The City is responsible for the cost of oversizing the sanitary trunk sewer in this addition. The estimated cost of oversizing is \$1,000,000. Final oversizing cost will not be known until installation of the trunk sewer is complete. The cost of all other public improvements, platting, and recording will be borne by the petitioner. The oversizing will be paid out of the Sewer-Sewer Main Construction (51101100-72550). Stakeholders can locate this budget in the FY 2014 Budget book titled "Other Funds & Capital Improvement Fund" on page 162. To pay for the this annexation agreement staff is proposing that 4 Sewer Capital Projects budgeted in FY 2014 be delayed until future fiscal years. A separate memo identifying these projects is included in this Council Meeting.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Director of Finance

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Signed Petition  
Attachment 2. Ordinance  
Attachment 3. Legal Description  
Attachment 4. Final Plat - Map

---

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

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

**ORDINANCE NO. 2013-\_\_\_\_\_**

**AN ORDINANCE APPROVING FINAL PLAT OF  
THE GROVE ON KICKAPOO CREEK FIFTH ADDITION IN  
THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS**

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 Grove on Kickapoo Creek Fifth Addition in the City of Bloomington, McLean County, Illinois, which is legally described in Exhibit A attached hereto and incorporated herein; 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.

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

1. That the Final Plat of The Grove on Kickapoo Creek Fifth Addition in the City of Bloomington, McLean County, Illinois, be and the same is hereby approved.

2. This Ordinance shall take effect immediately upon passage and approval and shall be in full force.

PASSED this \_\_\_ day of October, 2013.

APPROVED this \_\_\_ day of October, 2013.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

## Exhibit A

### Legal Description

A part of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of Lot 213 in The Grove on Kickapoo Creek Second Addition in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2009-18355 in the McLean County Recorder's Office, From said Point of Beginning, thence north 312.53 feet along the Northerly Extension of the East Line of said Second Addition which forms an angle of  $88^{\circ}-59'-01''$  as measured from west to north with the North Line of said Second Addition; thence northwest 130.82 feet along a line which forms an angle to the right of  $117^{\circ}-30'-48''$  with the last described course; thence northeast 16.80 feet along the arc of a non-tangential curve concave to the southeast with a radius of 35.00 feet and the 16.63 foot chord of said arc forms an angle to the right of  $283^{\circ}-44'-50''$  with the last described course; thence northwest 180.00 feet along a line which forms an angle to the right of  $103^{\circ}-44'-50''$  with the last described chord; thence northeast 278.34 feet along a line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to a Point of Curvature; thence northeast 126.59 feet along the arc of a curve concave to the northwest with a radius of 452.00 feet and the 126.18 foot chord of said arc forms an angle to the right of  $171^{\circ}-58'-35''$  with the last described course to a Point of Tangency; thence northeast 278.40 feet along a line which forms an angle to the right of  $171^{\circ}-58'-35''$  with the last described chord to a Point of Curvature; thence northeast 11.30 feet along a line being the arc of a curve concave to the southeast with a radius of 152.00 feet and the 11.30 foot chord of said arc forms an angle to the right of  $182^{\circ}-07'-46''$  with the last described course to a Point of Tangency; thence northeast 17.35 feet along a line which forms an angle to the right of  $182^{\circ}-07'-46''$  with the last described chord; thence northwest 300.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the Southeast Line of the Grove on Kickapoo Creek Stream Restoration in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2012-19531 in the McLean County Recorder's Office; thence southwest 34.15 feet along said Southeast Line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence southwest 316.63 feet along said Southeast Line which forms an angle to the right of  $175^{\circ}-44'-28''$  with the last described course; thence southwest 558.86 feet along said Southeast Line which forms an angle to the right of  $196^{\circ}-02'-49''$  with the last described course; thence southwest 170.89 feet along said Southeast Line which forms an angle to the right of  $171^{\circ}-03'-01''$  with the last described course; thence southwest 265.08 feet along a line which forms an angle to the right of  $191^{\circ}-39'-17''$  with the last described course; thence southwesterly 504.22 feet along said Southeast Line being the arc of a non-tangential curve concave to the southeast with a radius of 540.00 feet and the 486.10 foot chord of said arc forms an angle to the right of  $177^{\circ}-27'-11''$  with the last described course to the Northwest Corner of Lot 244 in The Grove on Kickapoo Creek Second Addition Phase II in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2009-27933 in the McLean County Recorder's Office; thence southeast 210.00 feet along the Northeast Line of said Lot 244 and the Northeast Line of Winterberry Circle in said Second Addition Phase II which forms an angle to the right of  $63^{\circ}-15'-01''$  with the last described chord to the Northeast Corner of said Winterberry Circle; thence southeasterly 6.33 feet along the Southeasterly Line of said Winterberry Circle being the arc of a non-tangential curve concave to the southeast with a radius of 330.00 feet and the 6.33 foot chord of said arc forms an angle to the right of  $269^{\circ}-27'-02''$  with the last described course to the Northwest Corner of Lot 243 in said Second Addition Phase II; thence southeast 150.00 feet along the Northeast Line of said Lot 243 which forms an angle to

the right of  $89^{\circ}-27'-02''$  with the last described chord to the Northeast Corner of said Lot 243, being on the Northwesterly Line of Lot 222 in said Second Addition; thence northeasterly 200.12 feet along said Northwesterly Line and the Northwesterly Line of Lot 221 in said Second Addition being the arc of a curve concave to the southeast with a radius of 180.00 feet and the 189.97 foot chord of said arc forms an angle to the right of  $121^{\circ}-50'-59''$  with the last described course to a Point of Tangency; thence east 860.72 feet along the North Line of said Second Addition which forms an angle to the right of  $211^{\circ}-50'-59''$  with the last described chord to the Point of Beginning, containing 18.910 acres, more or less.

The above described premises are part of the following parcel identification number: 22-09-300-011.

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 ) ss.  
County of McLean )

Now Comes EASTLAKE, L.L.C., an Illinois Limited Liability Company, (hereinafter referred to as your "Petitioner"), respectfully representing and requesting as follows:

1. Petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Premises") and depicted by the Final Plat of The Grove on Kickapoo Creek Fifth Addition in the City of Bloomington, McLean County, Illinois prepared by the Farnsworth Group, Inc. on September 24, 2013, which is attached hereto and incorporated herein.

2. Petitioner seeks approval of the Final Plat for the subdivision of the Premises to be known and described as The Grove on Kickapoo Creek Fifth Addition in the City of Bloomington, McLean County, Illinois.

Wherefore, your Petitioner respectfully prays that the Final Plat of The Grove on Kickapoo Creek Fifth Addition in the City of Bloomington, McLean County, Illinois, submitted herewith, be approved.

Respectfully submitted,

EASTLAKE, L.L.C.

By:   
Victor E. Armstrong, Jr., President

Attest:   
William C. Doud, Secretary

Prepared by:  
John L. Pratt  
Pratt and Pratt, P.C  
415 N. Center Street  
Bloomington, IL 61701  
(309) 828-2302

ISSUE	Date	Description

PROJECT:

**THE GROVE ON  
KICKAPOO CREEK  
FIFTH ADDITION**

BLOOMINGTON, ILLINOIS

Date: 09-24-13

Design/Drawn: SUB

Reviewed:

Book No.: Field:

Project No.: 0131089.00

SHEET TITLE:

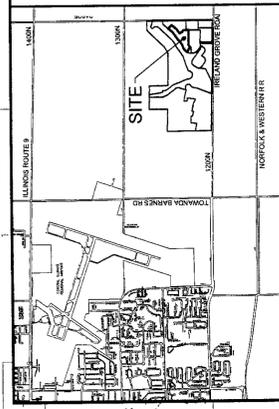
**FINAL PLAT**

SHEET NUMBER:

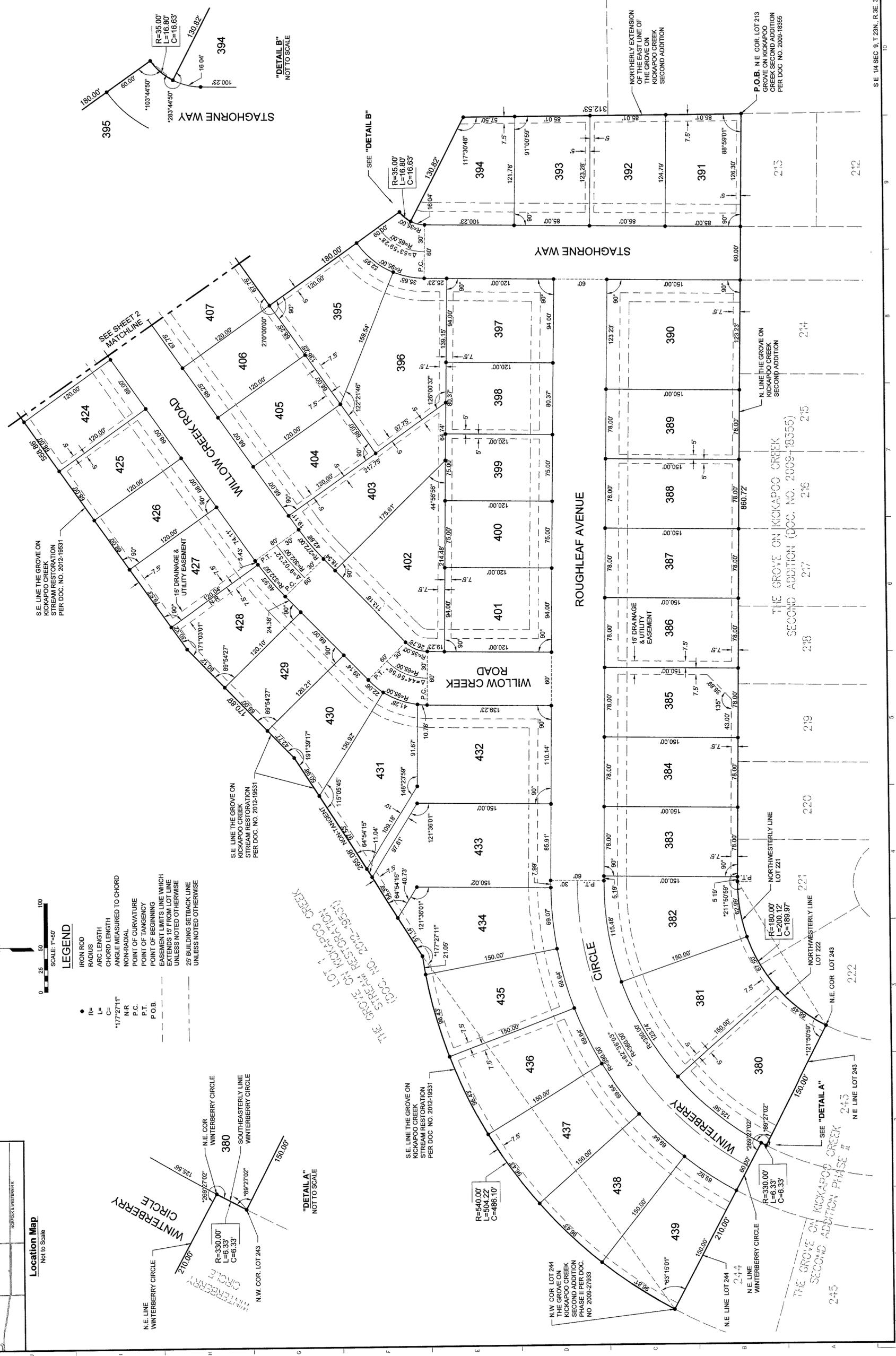
**1**  
OF 2

File No.: 24-8878

**THE GROVE ON KICKAPOO CREEK FIFTH ADDITION**  
PART OF SE 1/4 SECTION 9, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN  
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



- LEGEND**
- IRON ROD
  - R= RADIUS
  - L= ARC LENGTH
  - C= CHORD LENGTH
  - \*177°27'11" ANGLE MEASURED TO CHORD
  - N-R NON-RADIAL
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - P.O.B. POINT OF BEGINNING
  - EASEMENT LIMITS LINE WHICH EXTENDS 15' FROM LOT LINE UNLESS NOTED OTHERWISE
  - 25' BUILDING SETBACK LINE UNLESS NOTED OTHERWISE



S E 1/4 SEC 9, T 23N, R 3E, 3P.M.





FOR COUNCIL: October 14, 2013

**SUBJECT:** Text Amendment to Chapter 45, Section 900. Rental Inspection Program, Creating a New Inspection Rotation and Registration Fee Structure

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

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4b. Upgraded quality of older housing stock and 4c. Preservation of property/home valuations.

**BACKGROUND:** In July, 2003, the City created a proactive inspection program intended to address continued concerns. These concerns related to the appearance or lack of appropriate exterior maintenance of rental property and absentee or uncaring landlords. The program's purpose as stated in original documents was expanded to include interior as well as exterior property maintenance issues: "to maintain the City's rental housing stock by enforcement of property maintenance, life safety and health codes through periodic building inspections and property registration". To date, the program has been successful in resolving nonconforming or illegal dwelling units; improving living conditions for tenants; and improving the appearance and overall quality of rental units within neighborhoods. However, the program finds itself challenged in the current operational climate of the City. Therefore, changes are being proposed. These changes are not intended to deviate from the original purpose, but to change how that purpose is accomplished.

Last year, staff proposed several changes in the rental inspection program to the Property Maintenance Review Board (PMRB) for review. Their recommendations were then to be forwarded to the Council. These proposals were intended to streamline operations of the program and included:

- A proposal to eliminate the separate fee process for inspection activities in favor of a combined fee structure where all fees would be collected during registration. This process would completely eliminate a second fee processing procedure, thereby streamlining department operations and stabilizing income to the program.
- A proposal to eliminate the grading system in favor of a regular rotation of inspections. This included a proposal to delay inspections of newer buildings so an emphasis could be placed on those buildings most likely to need inspections. This would allow staff to concentrate on older buildings (the one's most likely to need inspections) and address the lack of sustainability brought on by the current grading system.

The PMRB held two (2) public hearings on the proposed changes: October 25, 2011 and again on January 26, 2012.

During the January meeting, testimony was again taken from members of the public (primarily landlords). After listening to the testimony and discussing the issues, the PMRB voted to recommend the following:

- The inspection process/fees should be brought together as a single fee at registration. While there were concerns expressed about the dollar amounts related to the proposal, they agreed the level of self-sufficiency in the program was a policy level decision to be made by the Council.
- That the grading system be dropped in favor of an inspection rotation not related to the building condition. However, the board did not agree with the proposal to remove the newest buildings (less than 25 years old) from the inspection rotation.

While staff greatly appreciated the PMRB's support of most of staff's proposals, the lack of support for dropping newer buildings from the inspection rotation left staff with concerns related to inspection timing and the continuing problem of the rental program's financial sustainability.

Staff had the option of returning to the Council a request that new buildings be dropped as proposed. This would have been against the recommendation of the PMRB. Instead, staff went back to the drawing board and reevaluated comments and concerns from the PMRB and citizens. Staff reviewed current practices and developed a new program of inspections. Staff believes this proposal will address many of the issues surrounding the inspections program.

### **New Inspection Program**

The primary focus of this revised inspection program is to change the inspection focus to buildings that seem to continually need property maintenance and life-safety enforcement, regardless of the building's age. In addition, the program would be incentivized by: 1.) allowing buildings that are well maintained to be removed from the regular and routine inspection process while; 2.) buildings continuing in the rotation due to poor maintenance and life-safety performance would pay a higher portion of the cost to operate the program.

### *Rotation Pool*

The intent of the new rotation is to "re-boot" the inspection portion of the program with any building that received a grade of less than "A" on its last inspection. This limited number of buildings (approximately a third of the total number of buildings) will be placed in a rotation pool of buildings to be inspected. As the program progresses, any rental building subject to a substantiated complaint involving a threat to life, health or safety or numerous property maintenance code violations, buildings converted to rental, or otherwise added to the rental inspection program (except new buildings) would be added to this inspection pool. Proactive rental inspections will be limited to those buildings in the inspection pool.

As inspections are completed on the buildings in the pool, they will be evaluated to have acceptable or unacceptable building conditions. Buildings judged to be "acceptable" will be dropped from the inspection pool. Buildings judged to be "unacceptable" will be given correction notices, assigned follow-up inspections, and be reinserted into the inspection rotation (the same process as today). These buildings will be inspected again when the rotation comes back to that particular building. If an unacceptable building is re-inspected in the future and found to be acceptable, it will be dropped from the inspection rotation. If a building that has

been dropped from the rotation is found to have validated complaints of life-safety or poor property maintenance in the future, it will result in the building being placed back into the inspection rotation.

#### *Fee Structure*

The rental registration for 2014 will start with an annual fee equal to the current fee of \$30 for buildings currently rated “A” or “B”. Buildings currently rated “C” and “D” will be assessed an additional annual registration fee of \$100 for one and two (1 and 2) unit buildings plus \$25 per unit in excess of the first two. Thereby, the annual fee for a single family dwelling, in the inspection rotation will pay \$130/year for as long as the building remains in the rotation. A four (4) unit building will pay \$180 annually; an eight (8) unit building will pay \$280, etc. While these annual registration fees are substantially higher than the fees currently charged, staff is trying to create an incentive for landlords to improve their buildings so they can rotate out of the pool. Additionally, the owners/landlords having the “rotation pool” buildings pay more to support the program since their buildings become the primary focus of our inspections. The fees proposed here presume a self-funded program.

In the beginning of our reboot process, (starting with calendar year 2014 registrations), “B” rated buildings will be inspected in the rotation to be further designated as acceptable or unacceptable for the next annual registration. This delay in ranking of “B” rated buildings is in recognition that these buildings could fall either way in the rankings. A building in this category found to be acceptable will continue in its original registration status. A “B” rated building rated as unacceptable will be placed in the rotation pool and be registered accordingly the next year.

Staff has given consideration to the concerns and criticisms raised by the PMRB and landlords. As proposed, this new inspection rotation pool will:

- Make better use of the City’s resources by condensing staff efforts to the most problematic buildings.
- Eliminate the majority of the registered buildings from routine or regular inspections.
- Streamline the fee process to one (1) annual payment, eliminating the need for a second fee (inspections) processing activity.
- Eliminate the grading system in favor of acceptable/unacceptable review; placing a greater emphasis on life safety issues while still addressing and promoting good property maintenance
- Place the heaviest cost burden of the program on those who fail to maintain their properties to minimum levels, thereby, requiring the most staff time.
- Better incentivize the program to encourage a higher level of life safety and property maintenance without the City’s involvement.

**ALDERMANIC COMMITTEE BACKGROUND:** These changes were presented to the Infrastructure Committee on September 16, 2013, where staff was directed to place this item before the full Council.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** PACE staff mailed approximately 1,100 notices to landlords and/or agents who participate in the City’s Rental Inspection Program as well as advertising a public information meeting that was held in the

Council Chambers on August 29, 2013. Approximately sixty (60) people were present to hear the proposal, ask questions and provide input.

While responses were mixed from, “the program is not needed and get rid of it”, to an appreciation of the changes, the general consensus seemed to be in support of the changes.

**FINANCIAL IMPACT:** The current Rental Inspection Program operates with approximately 1.25 Full Time Equivalent (FTE) inspectors at an annual cost of approximately \$205,000 (FY2013). The fees taken in for the program in FY 2013 were \$108,788 – a deficit of \$96,212. The fees as proposed for the new rotation and fee schedule should bring the program to a self-sufficient level by FY2015. Programmatic data is tracked by and provided by the PACE department.

Respectfully submitted for Council consideration.

Prepared by: Mark R. Huber, Director of PACE  
 Reviewed by: Barbara J. Adkins, Deputy City Manager  
 Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
 Patti-Lynn Silva, Director of Finance  
 Legal review by: George Boyle, Assistant Corporation Counsel

Recommended by:

David A. Hales  
 City Manager

**Attachments:** Attachment 1. Ordinance  
 Attachment 2. Public Meeting Notes – August 29, 2013  
 Attachment 3. DRAFT Infrastructure Committee Meeting Minutes – September 16, 2013

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

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

**ORDINANCE NO. 2013-**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 45**

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

**SECTION 1.** That Bloomington City Code Chapter 45, Sections 900.1 through 900.18 shall be and the same is hereby amended to read as follows (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 900.1 PURPOSE.

To maintain the City's rental housing stock by enforcement of property maintenance, life safety and health codes, "applicable codes", through periodic building inspections and annual registration.

~~SEC. 900.2 SCOPE OF INSPECTION.~~

~~All residential rental units not occupied by the owner, shall be inspected systematically for compliance with all the applicable codes enacted by the City of Bloomington. Systematic inspection shall consist of both exterior and interior inspections. Exterior inspections shall include the principal structure and any accessory structures.~~

SEC. ~~900.3~~ 900.2 DEFINITIONS.

For purposes of this Section, 900, the following definitions shall apply:

(a) Acceptable Building: A building that is free of life, safety or health code violations that pose a threat to tenants or the public, or a building having few or no property maintenance code violations. This definition shall also include new buildings.

(b) New Building: A recently constructed or rehabilitated building that has received a certificate of occupancy from the Department of Planning and Code Enforcement in the past year.

(c) Owner: Any person, agent, operator, firm, limited liability company or corporation having a 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 if ordered to take possession of real property by a court.

(1) ~~For purposes of registration as required by this Article, an owner is the person or other legal entity whose name is on the deed recorded in the county recorder's office in McLean County. The definition of owner as applied in this section should not be construed to narrow or limit the definition of owner as it appears and is applied in the Bloomington Property Maintenance, Building Safety and Refuse Codes. Violations of property maintenance, building~~

and refuse codes noted during rental inspections are the responsibility of the owner, as that term is defined in the aforesaid codes.

~~(2) — Excellent (New or Like New) — an extremely good or new component which has been replaced/repared or recently corrected to meet City Code.~~

~~(3) — Good — A component which is above average in condition. No obvious maintenance required, but not necessarily new.~~

~~(4) — Sound — average (no observed defects) Some evidence of normal wear and tear, with age, in that a few minor repairs are needed (i.e. paint, tacking down a shingle, etc.)~~

~~(5) — Minor Violation — a component is in need of repair to extend its life. It has minor code violations or has incipient violations. An incipient violation exists if, at the time of inspection, it is thought that the physical condition of an element in the structure will deteriorate into an actual violation in the near future (approx. 1-2 years).~~

~~(6) — Major Violation — the component's useful life is near, a lot of repair is needed. It would be a major expense to replace the component (usually greater than \$1,000 to repair/replace.)~~

~~(7) — Critical Violations — the component's useful life is over, it is an immediate health and safety hazard, it is a candidate for demolition, costs to replace/repair exceeds 100% of the value of the structure.~~

~~(8) (d) Residential Rental Units - Any unit in an apartment house, duplex, condominium or a single family home that is rented or available for rent located in the City of Bloomington.~~

~~(9) (e) Rent - The consideration, including any payment, deposit, benefit, service, bonus or gratuity, bargained for, demanded, accepted or received by an owner for or in exchange for demanded, bargained for, or received for or in connection with the use or occupancy of a residential rental unit.~~

~~(f) Rental Inspection Pool: A group of buildings containing residential rental units subject to periodic, systemic inspection. The pool shall consist of buildings in one or more of the following categories:~~

~~(1) Buildings having a rental inspection program rating of B, C or D upon the date of the passage of this ordinance; or~~

~~(2) Buildings given an unacceptable rating as defined in this Section; or~~

~~(3) Buildings that are the subject of substantiated complaints involving one or more life, health or safety related code violations that pose a threat to tenants or the public, or involving numerous, less serious property maintenance code violations; or~~

~~(4) Buildings converted to rental units, other than new buildings.~~

(g) Unacceptable Building: A building having one or more code violations that pose a threat to the life, health or safety of tenants or the public, or a building with numerous property maintenance code violations.

SEC. ~~900.4~~900.3 REGISTRATION.

(a) Except as otherwise provided in this Section, every owner of a building containing residential rental units, vacant or occupied, shall file annually a registration statement with the Department of Planning and Code Enforcement on forms provided by the Department. Registration periods are concurrent with the calendar year, beginning on January 1 and ending on December 31. Registration statements must be filed prior to January 1 of the year for which registration is sought, unless registration of a building is transferred, in which case the new owner is required to register within 30 days of said transfer as provided in paragraph (e) of this Section. Owners who fail to register rental property as required herein, or as provided in paragraph (e) of this Section, shall be subject to a fine of not less than \$50.00, nor more than \$500.00 for each day the building remains unregistered, regardless of whether the building is occupied.

(b) An owner of a single family residence will be exempted from this requirement for a particular building if the owner files a sworn statement with the City of Bloomington attesting to its status as an owner-occupied building or its status as a vacant building that is not intended to be rented.

(c) Once a single family home is registered as a rental, it must be registered every year unless occupied by the owner or ~~is vacant~~ vacated and the owner does not intend to rent the single family home. A sworn statement by the owner must be ~~on~~ filed with the City of Bloomington attesting to its status as an owner-occupied single family home or its status as a vacant single family home that is not intended to be rented. Any outstanding violations may be recorded with the McLean County Recorder of Deeds.

(d) The provisions of this section shall not apply to the following:

- (1) Owner occupied single family homes and that portion of a duplex or multifamily structure occupied by the owner.
- (2) Condominiums (owner/occupied only).
- (3) Hotels and Motels as defined in Chapter 44 Section 3.20-97.0.
- (4) Nursing Homes as defined in Chapter 44 Section 3.20-131.0.
- (5) Housing operated by the Bloomington Housing Authority.
- (6) Rooming houses as defined in Chapter 44 Section 3.20-157.
- (7) Bed and breakfast establishments as defined in Chapter 44, Section 3.20-16.1.

- (8) Community reception establishments as defined in Chapter 44, Section 3.20-44.3.
- (9) Contract sales of single family residential structures provided that such contract or a Memorandum of Contract is recorded with the McLean County Recorder and that a copy of the contract for deed or Memorandum of Contract is provided to the Department of Planning and Code Enforcement.

(e) Transfer of ownership. Registration is not transferable. All buildings must be registered and the registration fee paid by the new owner within 30 days of transfer of ownership. New owners who fail to register as required by this paragraph shall, after the 30 day grace period, be considered to have failed to register and, upon conviction thereof, be subject to a fine of not less than \$50.00, nor more than \$500.00, for each day beyond the grace period the building remains unregistered, regardless of whether the building is occupied.

(f) Information Required.

The registration statement shall include:

1. The address ~~Address~~ of the building.
2. The type ~~Type~~ of building and number of units and addresses for each unit, e.g. "1", "A", "upper".
3. The name ~~Name~~, street address, mailing address, and telephone number of the owner of the building. ~~A registration statement will not be considered complete and may not be accepted for purposes of registration if it contains only a post office box or other mailing address, but does not contain an actual location, such as a business or residence address, where the owner may be contacted.~~
4. ~~Name, street address, mailing address and telephone number of the building manager.~~
5. ~~If the owner is a corporation, limited liability company, or other entity other than an individual or a partnership, the name, street address and mailing address of the registered agent.~~
4. If the owner of the building is not an individual or a partnership, but is a corporation, limited liability company, land trust or other legal entity, the registration statement shall contain the name, street address, and mailing address of the registered agent or trustee. If this information is not included on the registration statement, it will not be considered complete and the owner may be subject to penalties as provided in this Section.

~~6. 5.~~ The name, street address, mailing address and telephone number of the person preparing the registration statement and a certification; by that persons that the information on said statement is true and correct to the best of that person's information, knowledge and belief. Any registration statement that lacks this certification will be considered incomplete and the owner may be subject to penalties for failure to register the property as provided in this Section. ~~filed on behalf of such entity which lacks this information will not be considered complete and will not be accepted for purposes of registration.~~

~~7. 6.~~ The name ~~Name~~ of any buyer on a contract for deed. A copy of the contract shall be provided to the Department of Planning and Code Enforcement.

(g) The Director of Planning and Code Enforcement may, at any time, require additional relevant information of the owner or owner's agent ~~building manager~~ to clarify items on the application for registration statement.

(h) Owners required to register ~~file registration statements~~ shall pay a fee for each registration as provided indicated in Section ~~900.18~~ 900.13. Registration statements will not be considered completed ~~filed~~ unless accompanied by the required fee. Registrations ~~statements~~ filed after March 1st shall be assessed a late filing fee in the amount provided in Section ~~900.18~~ 900.13 in addition to any other fines or penalties provided in this Section.

(i) All registration statements must be signed by a person who is either the owner of the property or a person acting with authority from the owner in matters related to the maintenance and control of the property. The person signing the form certifies:

1. that they have personal knowledge that the statements contained in the form are true and correct.
2. that they are either the owner of the property or a person acting with direct authority from the owner in matters pertaining to the control and maintenance of the property. ~~Any person who provides false information on the registration statement shall be subject to a fine of not less than \$500.00 nor more than \$1,000.00 for each false statement made on the registration application in addition to the fees provided in 900.18(a)(6).~~

(j) Any person who provides false information on the registration statement shall be subject to a fine of not less than \$500.00 nor more than \$1,000.00 for each false statement made on the registration application in addition to the fees provided in 900.13.

#### ~~SEC. 900.5 INSPECTION CERTIFICATE REQUIRED.~~

~~It shall be unlawful for any owner of a building required to be registered under Section 900.4 to permit any building to be occupied or to rent or lease any such building without a Certificate of Inspection issued by the Department of Planning and Code Enforcement.~~

SEC. 900.6 900.4 INSPECTION.

~~(a) — All buildings required to be registered pursuant to Section 900.4 shall be inspected to determine whether the buildings comply with all applicable codes for purpose of issuing Certificates of Inspection.~~

(a) All buildings in the rental inspection pool as defined in Section 900.2(f) shall be inspected to determine if they comply with all applicable codes. Based upon the inspection, each building will be rated as acceptable or unacceptable as those terms are defined in Sections 900.2(a) and (g), respectively.

(b) Buildings in the rental inspection pool shall be inspected on a rotating basis, prioritizing for inspection those buildings that have not received a rental inspection for the greatest length of time. Notwithstanding the rotating nature of the rental inspection pool, a building may be inspected earlier than its place in the rotation if the Director of Planning and Code Enforcement certifies that, based upon the number and/or serious nature of code complaints pertaining to a building, inspection is necessary to protect the life, health or safety of tenants or the public.

(c) Nothing in this Section, 900, shall be construed to prevent the Department of Planning and Code Enforcement from responding to property maintenance complaints received by the department as they pertain to a particular building or premises.

~~(b) — All buildings covered by this ordinance shall be inspected at least once every five (5) years. After inspection the building will be classified as follows:~~

~~(1) — CLASS A — The building is in excellent condition has minor or no violations of applicable City Codes requiring re-inspection. The building shall be re-inspected in five (5) years.~~

~~(a) — Shall a Class A building be sold or therewise change ownership, the building shall be subject to re-inspection within (1) year of the date of sale.~~

~~(b) — Should a Class A building be found to have a major violation within the five (5) year re-inspection term, the entire building will be subject to a complete re-inspection and re-grading.~~

~~(c) — New construction. First inspection five years from the date of the occupaney certificate is issued.~~

~~(2) — CLASS B — The building is in good condition and has minor violations of applicable City Codes requiring re-inspection and the violations do not pose an immediate threat of danger to the life, health and safety of the occupants of the building. The building shall be re-inspected in two (2) years.~~

~~(3) — CLASS C — The building is in sound condition and has major or minor violations of applicable City Codes requiring re-inspection and that do not pose an immediate threat of danger to the life, health or safety of the occupants of the building. The building shall be re-inspected in one (1) year.~~

~~(4) — CLASS D — The building has critical violations and is either unsafe, contains unsafe equipment, is unfit for human occupancy or is unlawful as defined in Chapter 45 Section 108.1 et seq. The building shall be declared an “unsafe structure” and be subject to Chapter 10, Article III UNSAFE OR ABANDONED BUILDINGS.~~

~~(e) — Nothing in this section shall preclude the inspection of any building subject to this section more frequently than set forth in Section 900.6(b) above.~~

#### ~~SEC. 900.7 ISSUANCE OF CERTIFICATE OF INSPECTION.~~

~~(a) — If, upon completion of the inspection the building is classified an A, B, or C and the building registration statement is on file with the City, and the appropriate registration and inspection fees have been paid to the City, then the City shall issue a Certificate of Inspection for the building. Issuance of this Certificate does not mean the building is in full compliance with the City Code. Building owners are still responsible for correcting code violations that are not part of the annual inspection program and will be subject to penalties as provided by the City codes for failure to do so.~~

~~(b) — If, upon completion of the inspection the building is classified a D, then regardless of whether or not the building registration statement is on file with the City and/or the appropriate registration and inspection fee have been paid to the City, the City shall not issue a Certificate of Inspection for the building until the owner (a) corrects all code violations or (b) complies with Chapter 10, Article IV, Section 105.8 Issuance of a Permit — Occupancy Prohibited Structure.~~

~~(c) — No Certificate of Inspection shall be issued for any building for which there is no registration statement on file with the City or for which the appropriate registration and inspection fees have not been paid regardless of the building classification~~

#### ~~SEC. 900.8 REPAIR PERFORMANCE GUARANTEE.~~

~~(a) — The owner of any building classified as a D may be required to obtain a Letter of Credit or pledge an account in the amount of \$5,000.00 (Five Thousand Dollars) in favor of the City of Bloomington for each building with a D classification. The Letter of Credit or pledged account shall remain in effect for as long as the building holds the D classification. The City may draw upon the Letter of Credit or pledged account as necessary to make repairs to the building pursuant to a Court order when the owner, after receiving notice of code violations, has failed to make the necessary repairs. The City may also draw upon the Letter of Credit or pledged account to relocate tenants if the building cannot be occupied because of the lack or revocation of a Certificate of Inspection.~~

~~(b) — The failure of any building owner to maintain in effect the Letter of Credit required by this section shall automatically terminate the Certificate of Inspection issued pursuant to this section.~~

#### SEC. ~~900.9~~ 900.5 INSPECTION NOTICE REQUIREMENTS.

(a) The code official ~~will~~ shall send notice of the date and time that the inspection of a building listed in the rental inspection pool is to ~~will~~ take place to the Owner or Owner's Agent at least 15 days prior to the scheduled inspection date.

(b) Upon receipt of the notice of inspection, the owner or owner's agent will have ten (10) business days to contact the ~~Code Official~~ code official to reschedule the inspection. The maximum extension allowed shall be ten (10) business days from the date specified on ~~of~~ the original inspection notice. Failure to appear at a rental inspection shall subject the owner, owner's agent, or both, to penalties as provided in Section 900.7 of this Section. ~~Failure to reschedule may be deemed a missed inspection and subject to penalties.~~

(c) Notices shall be mailed to the business address provided on the registration statement. The owner of a building is responsible for notifying the Department of Planning and Code Enforcement of any and all changes of address pertaining to the registration of a building. ~~It is the duty of the building owner to notify the City of changes of address. It is not a defense to this section that notice was not received if there has not been a change of address given to the City within the fourteen (14) days prior to sending the notice.~~

(d) ~~The notice~~ Notices of Inspection shall advise the owner/tenant of his or her right to refuse inspection of the building and the City's right to seek the issuance of an administrative search warrant in the event of any such refusal. No inspection of an occupied building shall occur without the consent of the tenant/occupant unless an administrative search warrant is obtained.

(e) The owner, or owner's agent will be notified of inspection results and whether the building has been classified as an acceptable or unacceptable building within five (5) business days of the inspection. Inspection results will be in the form provided in Chapter 45, Section 107.2 with the additional requirement that they shall include the amount of fines applicable to all code violations noted in the results in the event said violations are not remedied in the time provided in the report of inspection results. ~~Notice will be given to the owner or agent of the inspection results and the classification assigned to the building within five (5) business days of the inspection. Notices will be in form provided in Chapter 45 Section 107.2 with the additional requirement that they shall include the amount of any fine applicable to any code violations indicated.~~

#### SEC. ~~900.10~~ 900.6 OWNER'S RESPONSIBILITIES FOR INSPECTION.

(a) It shall be the responsibility of the owner, the owner's ~~designated~~ agent or the occupant to be present at the time scheduled for a rental inspection in order ~~building on the date and time of inspection~~ to provide access for the inspection.

(b) Access is required for all units in a building at the scheduled time of inspection. Failure to grant full access to the building at the scheduled time of the inspection appointment may be deemed a refusal of the inspection and the City may apply to the Circuit Court for an administrative search warrant. Failure to grant full access to the building at the time of inspection shall also subject the owner to a fine for missed inspection as provided in Section 900.7 of this Section.

(c) Any owner who fails to register a building as required by ~~under the provisions of this Section 900.3~~ shall ~~further~~ be deemed to consent to receive by posting at the building, any and all notices of code violations concerning the building.

~~(d) — Access is required for all units in a building at the scheduled time of inspection. —~~

~~(d)~~ (e) ~~Owners/agents~~ Owners or their Agents shall contact the City at least seven (7) business days prior to ~~the a~~ scheduled inspection if they are unable to obtain their tenants' consent to the inspection. Failure to do so will be considered a missed inspection and shall subject the owner, owner's agent, or both to penalties as provided in Section 900.7.

#### ~~SEC. 900.11 REVOCATION OF CERTIFICATE OF INSPECTION.~~

~~(a) — The Certificate of Inspection for any building classified as a "C" may be revoked if the owner fails to correct all violations by the date indicated on the timetable submitted as condition of the issuance of the Certificate of Inspection.~~

~~(b) — The code official shall serve the owner with a Notice of Revocation of Certificate of Inspection prior to the Certificate being revoked. The Notice shall include the following information: list all remaining code violations, the date those violations were to be corrected as indicated on the timetable and a final date for correction of all violations. The Notice shall further advise the Owner that failure to complete repairs on the final date will result in the revocation of the Certificate of Inspection and shall also inform the owner of the right to appeal.~~

~~(c) — It shall be the owner's responsibility to notify the code official when repairs have been completed and request a re-inspection to verify compliance. The City shall presume that repairs have not been completed if an owner does not notify the City.~~

#### ~~SEC. 900.12~~ 900.7 PENALTIES.

(a) Every day that any building required to be registered by Section 900.3 ~~900.4~~ remains unregistered shall constitute a separate offense and shall, upon conviction thereof, be subject the owner, owner's agent, or both to a fine of not less than \$50.00 nor more than \$500.00 per day.

~~(b) — Every day that any one building required to be registered by Section 900.4 is occupied and does not have the Certificate of Inspection required by this ordinance shall constitute a separate offense and upon conviction thereof be subject to a fine of not less than \$50.00 nor more than \$500.00 per day.~~

(e) (b) Any person who provides false information on ~~the a~~ registration statement shall be subject to a fine of not less than \$500.00 nor more than \$1,000.00 for each false statement ~~made on the registration application.~~

(c) Any owner or owner's agent found to have missed an inspection as set forth in Section 900.6 shall be subject to a fine of not less than \$250.00 nor more than \$500.00 for each offense.

SEC. ~~900.13~~ 900.8 ASSESSMENT OF PENALTIES ON PAST DUE ACCOUNTS.

Any fees, debts, accounts receivable or other payments due to the Department of Planning and Code Enforcement (PACE) which remain unpaid for more than thirty (30) days after the due date set forth in the first demand for payment sent by the City to the debtor, shall have an interest penalty of ten percent (10%) per month assessed on the unpaid principal of such fee, debt, account receivable or other payment. These penalties may be waived, reduced, or otherwise settled by the Director of Planning and Code Enforcement.

SEC. ~~900.14~~ 900.9 APPEAL PROCESS.

An owner or other person aggrieved by any action taken by the City pursuant to this Section may appeal the decision before the Property Maintenance Review Board as provided in Chapter 45, Section 1000-~~0~~, et seq.

SEC. ~~900.15~~ 900.10 SEVERABILITY.

If any section, subsection, paragraphs, sentence, clause or word of this ordinance shall be held to be invalid, either on its face or as applied, the invalidity of such provision shall not affect the other sections, subsections, paragraph, sentences, clauses or words of this ordinance, and the application thereof; and to that end the sections, subsections, paragraph, sentences, clauses, and words of this Section shall be deemed severable.

SEC. ~~900.16~~ 900.11 ENFORCEMENT.

(a) The Director of Planning and Code Enforcement or his or her designee shall enforce the provisions of this Section and, in addition to any other remedies provided by law, may apply to the Corporation Counsel for prosecution of owners who fail to comply.

(b) The code official may refuse to issue any permit required under the Code for any construction, alteration, installation, razing or other work done in or on any building covered by this Section, unless the owner or other applicant for such permit has a current registration statement on file with the City ~~and there is a current Certificate of Inspection for the building.~~

(c) The code official may refuse to issue any permit required under the Code for construction, alteration, installation, razing or other work done in or on any building containing rental units for which fines pertaining to Code housing code violations remain unpaid, until the total amount of said fines, together with any court costs, as well as any unpaid accounts or bills for water service or other City services to said building, are paid in full.

SEC. ~~900.17~~ 900.12 OTHER REMEDIES.

Nothing in this section shall prevent the City from taking action under any applicable City code or ordinance for any violation thereof or limit the right or authority of the City to seek injunctive relief or other appropriate legal remedy for any violation of such code or ordinance.

SEC. ~~900.18~~ 900.13 FEES.

(a) The City shall assess the following fees for registrations and inspections required by this Section:

1. \$30.00 per building for buildings having a rating of "A" or "B" at the time of the adoption of this Ordinance and for those buildings receiving an acceptable rating as defined in Section 900.2(a);
2. \$130.00 for the first two units for buildings rated "C" or "D" at the time of the adoption of this Ordinance or receiving an unacceptable rating as defined in Section 900.2(f). An additional \$25.00 per unit will be assessed for buildings with 3 or more units.
3. Missed inspection fee: \$50.00 per building or condominium for each missed inspection.
4. Second re-inspection appointment fee: \$50.00 per building.
5. Late fees on billing statements: 10% interest per month on outstanding balances per Section 900.8.

~~(a) The City shall assess the following fees for registration and inspections required by this section:~~

- ~~1. Registration: \$30.00 per building or condominium.~~
- ~~2. Late Registration (after March 1st): \$100.00 per building or condominium in addition to any other fines or penalties applicable under this code.~~
- ~~3. Inspection fee: \$30.00 per building or condominium and \$10.00 per each additional dwelling unit in any building or condominium with more than three dwelling units.~~
- ~~4. Missed inspection fee: \$50.00 per building or condominium for each missed inspection.~~
- ~~5. Second re-inspection appointment fee: \$50.00 per building.~~
- ~~6. Late fees on billing statements: 10% interest per month on outstanding balances per Section 900.13.~~

(b) Any fees due and owing shall be added to the yearly registration fee and must be paid in full at the time of registration. ~~Failure to pay fees may result in a revocation of the building's Certificate of Inspection.~~

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

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

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

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

PASSED this 14th day of October, 2013.

APPROVED this \_\_\_\_\_ day of October, 2013.

APPROVED:

TARI RENNER  
Mayor

ATTEST:

TRACEY COVERT  
City Clerk

## Proposed Changes to Rental Program Meeting

August 29, 2013

A public meeting was held for the proposed changes to the Rental Inspection Program on Thursday, August 29, 2013. There were approximately 60 people in attendance at this meeting. All landlords and rental managers were invited to attend. After a brief description of the rental program and the proposed changes, Mark Huber, Director of Planning and Code Enforcement opened the floor for questions. Following are those questions and Mark Huber's responses:

Joan Littell: What if you are a new owner of a rental property; will it go in the inspection rotation?

Response: Change of ownership will not automatically cause an inspection; it would go back to last inspection. Registration will need to be updated.

Joan Shapmire: There is a back log of 1900 rentals. Will those inspections go first?

Response: Backlogged inspections are where we will start, we will drop buildings rated "A".

Tom Moore: If I have an 8 building unit, but only one unit is bad. Am I going to be assessed \$100 for defects with an additional \$25.00 per unit? At what point is this city going to say this is enough.

Response: Annual registration will be \$30.00 plus \$100 for first 2 units and \$25.00 for each additional unit. Total for an 8 unit building is \$280.00.

Tom Moore: Has this program not run its course? When is the council going to say enough is enough and only concentrate on buildings that are bad.

Response: Statistics Show things have gotten better. We are trying to address the buildings that need to be fixed. We are trying to operate the rental program the best we can with what resources we have. Complaints are significantly lower on property maintenance.

This is the council's decision, if council is happy with the level of service provided, we will continue as we are doing. If the council wants more these are the proposed changes to do that. If the vote is to stop the rental program, then it will be dropped.

Judy Stearns: What is the budget for the rental program? What does it cost the city? What are the objective differences between buildings? How are complaints validated? Can anyone driving down the street file a complaint or only tenants? Do we get the landlords side of a complaint? Contact your alderman with concerns.

Response: The budget is approximately \$225,000. The fee structure we are proposing is \$30.00 annual fee for acceptable(maintained) buildings, burden of the program is being put on the landlords for properties unacceptable(not maintained). If you disagree with what our staff is looking at, the Property Maintenance Review Board is there to appeal the findings. This board has been in place for over two years and only one landlord has made an appeal.

Robert Kilinds: Is there a place where life safety issues are defined? Is there any effort to identify patterns taking place by larger landlords?

Response: Life safety is defined generally in the property maintenance code. Usually, smoke detectors, working plumbing, etc.

Usually small landlords are best landlords; larger landlords have more properties, but fewer resources to maintain the property.

Bill Klingman: What is the goal of the rental program? Is it sustainable for the program?

Response: Income is about ½ of the budget for the operation of the program. Goal was for the program to be 100% self- proficient. Hope is that this proposed fee schedule will help meet that goal.

John Capodice: Not opposed to the changes. Is it included in a violation letter that the Property Maintenance Review Board is there and an appeal can be made?

Jason Hummel: Who is the oversight on the pass/fail system? Has Bloomington compared their program with Normal's program?

Response: You can appeal with staff supervisors, if you still disagree, the Property Maintenance Review Board and also your council person.

There are vast differences in rental housing in Normal than in Bloomington.

Mike Willy: Is a "B" rating a pass? If my building is put back in the rotation and I am not inspected until the following year, what is my fee?

Response: We are trying to get away from A, B, C, D rating. 2/3 of buildings are currently an "A". The fee difference is based on annual registration. If you paid your annual fee for 2014 of

\$30.00 but a complaint came in with a violation and it is not fixed before the 2015 annual registration your fee will be \$130.

Tom Moore: Should not have to pay additional fee if violation is fixed but the inspector has not come back.

Response: The initial inspection will determine the registration fee for the following year. Items should be fixed before initial inspection.

Amelia Burgess: I like the idea of making program self-sufficient. Concern is the time between inspections.

Response: We are behind in inspections, with proposed changes it will take 1 ½ years to catch up.

Lou Walters: Inspection process is unfair to landlord and tenant, If you find a life safety issue and you don't inspect again for 3 years, How is that safe? City should be responsible if something happens.

Response: If there are life safety issues immediate response will take place, if need be tenants will be removed.

Betsy Tinervin: Would rather pay for inspections, Inspections should be complaint based. There needs to be a consistency with violations. Is there a checklist? What is the consequence if buildings are not fixed and fines are not paid?

Response: If your building is rated "A" you will have no concern at all. Checklist is sent out with every inspection. If there is a problem of consistency we want to know about it. Over the past ten years landlords have given up because of our inspections. Thousands of dollars in fines have been collected; many court cases have been heard.

Gerald: Tenant rights, where can they go for help?

Response: It is not our place to get involved with landlord/tenant issues. Tenants can seek advice from Prairie State Legal Services.

Fred Noyes: Issues here are greatly improved since rental program started. People understand standards need to be met. Are the tenants told that they are in an unacceptable building?

Response: Planning and Code Enforcement has a condemned property list posted.

In conclusion, we appreciate you all coming and your comments. If you have further questions or comments please contact the PACE Department or your council person.

DRAFT INFRASTRUCTURE COMMITTEE  
City Hall Council Chambers  
September 16, 2013

Council present: Aldermen Jennifer McDade, Kevin Lower and Jim Fruin.

Staff present: David Hales, City Manager, Mark Huber, Director – PACE, Jim Karch, Director of Public Works, and Tracey Covert, City Clerk.

Alderman McDade called the Infrastructure Committee to order at 5:02 p.m.

#### PUBLIC COMMENT

Alderman McDade opened the Public Comment section of the meeting. She added that there would not be a response from the Committee under the Public Comment portion of the meeting.

No one came forward to address the Committee.

#### MINUTE APPROVAL

Motion by Alderman Fruin, seconded by Alderman Lowry to approve the Committee's August 5, 2013 Minutes.

Motion carried, (viva voce).

#### RENTAL INSPECTION PROGRAM

Alderman McDade introduced the topic.

David Hales, City Manager, noted that this would be the last meeting of the Infrastructure Committee. Two (2) items were listed on the Committee's Agenda. Each item would appear before the Council in the future. The first topic listed was the revised Rental Inspection Program.

Mark Huber, Director – PACE, addressed the Committee. The Rental Inspection Program was ten (10) years old. It was created by the Council in 2003. A rating system was created. The program consisted of two (2) tiered fees, registration and inspection. The program was updated in 2006. The inspection period for properties with an A or B rating was extended. This change did not work. In 2009, the program was impacted by staff reductions. The program lacked adequate resources. In 2012, the City created the Property Review Board proposed fee changes and the elimination of the rating system. The focus of the program was changed to structures that were twenty-five (25) years old or older. Public input was solicited. A formal recommendation was not made to the Council.

At this time, staff proposed inspection rotation. In 2014, all rental properties would be re-registered. Buildings with an A rating would be set aside. There would not be any routine inspection. All other properties would be inspected and rated as either acceptable or unacceptable. Properties rated unacceptable would remain in the rotation. These properties would be worked through the process in order to correct any issues. The focus would be on buildings with issues. If a complaint is received, City staff would investigate. There would be two (2) fee schedules: 1.) \$30 per year – no inspection, building tracked and 2.) buildings needing inspection - \$130 single family home plus \$25 for each additional unit.

A public meeting was held. City staff received a range of responses.

Alderman Fruin suggested that City staff simplify the program's administration and fee collection. City staff needed to recover the City's costs while keeping the program simple.

Mr. Huber noted that was goal was to balance cost with the property's size.

Alderman Lower expressed his opinion that the City was building another level of bureaucracy. The goal was safe housing. The program should be complaint driven.

Mr. Huber noted staff's goal to develop a proactive program. Complaints were validated and then investigated. There were over 3,000 buildings and 2,000 of them were A rated. The focus would be on challenging properties.

Alderman Lower questioned if the City tracked change of ownership. Mr. Huber cited the annual renewal process.

Alderman Lower expressed his concern regarding liability/lawsuits. The City needed to minimize risk. He questioned if the rental inspection program was aligned with the City's building codes. Mr. Huber noted that the City had adopted the International Codes.

Alderman Lower questioned the scenario where the property owner was trying to repair the building and thing just did not work out. He cited occupancy certificates and new construction. He noted his past experience in the home construction industry.

Mr. Huber restated that the program was ten (10) years old. The number of complaints had decreased. The program would be changed/streamlined based upon resources. He noted that 1.25 full time equivalent staff was dedicated to this program. The City did not have the staff to complete the inspections. The focus would be on challenging properties.

Alderman McDade noted that the Council would need to be reminded about why this program was important. The goal was to improve neighborhoods. She noted the following challenges: multi family housing, safety, absentee landlords, (i.e. owners who do not reside on property), and not in control of the residents. There needed to be additional public feedback and stakeholder involvement. She recommended that the Property Maintenance Review Board hold another public meeting. She also questioned the role of the Police Department in the area of nuisance

abatement. City staff needed to set the stage. The goal was process improvement. Staff needed to clearly explain how a building would be returned to the inspection rotation.

Mr. Hales noted that this proposal was similar to the Town of Normal, (i.e. pass or fail). City staff had looked at the need for the program. He cited the program's past successes. He believed that there was an ongoing need for the program. He noted the program's longevity. He added the revenue projection which was not 100% cost recovery. The program's original intent had never been met. He questioned the Property Maintenance Review Board's support of this program.

Mr. Huber responded negatively. The Board lacked a quorum and an informational meeting was held. Mayoral appointments were needed. He noted the program's operation cost: \$205,000 and program revenue: \$109,000. The proposed fees should match the program's cost. He also acknowledged the Council's past decisions.

## CURB & GUTTER REPLACEMENT

Alderman McDade introduced the topic.

David Hales, City Manager, addressed the Committee. He cited past experience. The City's engineering staff had determined what was needed. There also was the view point of the citizens. He cited property owner expectations. He cited the time to replace curb & gutter, (i.e. new street and new sidewalk). The issue was appearance. He noted Public Work's new Block by Block Total Rehabilitation Program. Curb & gutter replacement would be impacted by available revenue. He cited customer complaints (i.e. Locust/Colton Combined Sewer Overflow Replacement project). He also noted the impact of street overlay (i.e. little to no curb & gutter remaining). This issue was related to existing streets. He questioned the weight to be given to citizen complaints.

Jim Karch, Director – Public Works, addressed the Committee. He noted that Mr. Hales had summarized the issue. This was a difficult topic. The standard curb height was six inches (6"). This issue was balance. He cited the cost: from \$75 - \$175 per lineal foot. The Committee had been provided with a handout, (entitled Curb & Gutter: Policy/cost at a glance). The issue was one of curb appeal versus serviceability. At this time, staff was also looking at sewers. These two (2) issues were part of street resurfacing and impacted driveways, trees and the cost of street maintenance. These two (2) issues were key and presented extremes. When to repair curb & gutter was tied to serviceability (i.e. meet function). This was usually when the remaining curb was two inches (2"). He cited the past practice of street overlay without milling. This resulted in the loss of gutter pan. He noted that the City would not know the impact on the curb until after the street is milled. The goal was for the Council to adopt a policy. He reviewed the handouts provided, (Standard Operating Procedure – Complete Infrastructure Rehabilitation Block by Block Policy and Balancing the Variable for Curb & Gutter Replacement).

Alderman Lower questioned the amount of curb & gutter in the City that was unserviceable. Mr. Karch identified two (2) streets: Linden & MacArthur. Both streets would be completely redone. The streets need to be widened. Some streets would be overlaid with spot repair. There were

citizens who found this practice unacceptable. He cited the cost for curb & gutter repair/replacement which impacted the number of streets which could be resurfaced.

Alderman Lower expressed his opinion that the City needed to stop the deterioration at this time.

Alderman McDade noted that City staff recommended that the City's standard should be six inches (6"). She questioned if there was a standard policy for curb height. Mr. Karch responded affirmatively. The standard curb & gutter was eighteen inches (18") of gutter pan and a six inch (6") tall curb.

Alderman McDade noted that City staff had set expectations. Citizens do not always understand. She cited the Locust/Colton CSO project. Certain items were not affordable. She noted repair versus brand new. The City could repair fewer streets with a more perfect end versus the City's current practice. The public needed to be educated.

Mr. Karch affirmed that education was key.

Mr. Hales added that going forward City staff would have photographs of road projects. This would enhance communications and set expectations. Poor practices would be eliminated. There was a backlog of deferred maintenance. He encouraged the Committee to drive City streets to better understand citizens' concerns. The current plan addressed spot replacement of curb & gutter. A challenge would be communications with property owners.

Mr. Karch noted that staff tried various avenues (i.e. City web site, direct mailings, etc.). At this time, there was no cost estimate and no rating system. Photographs would be taken and expectations would be set. Everything would be impacted by resources.

Motion by Alderman Lower, seconded by Alderman Fruin to adjourn. Time 6:47 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert  
City Clerk