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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, July 28, 2014.

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

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

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

Alderman absent: David Sage.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Jeff Jurgens were also present.

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

Patricia Marton, 1114 E. Grove St., addressed the Council. She had continued to research elder abuse/harassment. She cited a World Health Report on elder abuse. She had reached out to State Representative Dan Brady's office. She recommended that the City offer sensitivity training to its employees. She planned to gather data on this topic for the City, McLean County and Town of Normal. Awareness of this issue was key to impacting same. She planned to periodically report back to the Council on this topic.

Elizabeth Gruber, 502 W. Locust St., addressed the Council. She lived on the City's west side. She expressed her concern regarding actions taken by the Mayor, Council and City Manager. She specifically cited expenditure of City funds. She claimed that the City had employed someone on a part time basis who had been dismissed by the City of Champaign. Other vacant City positions had been filled. The City Manager's staff had been increased while other real staff numbers had been reduced. The City continued to hire consultants. The Council had a fiduciary responsibility to the taxpayers. The Council had not considered budget cuts like Alderman Stearns had. The Mayor continued to push for a Downtown hotel even though the report showed that there was no support for same. She cited the City's legal action taken against Police Patrol Officer Oglesby. She hoped that he would take legal action against the City. She applauded the efforts of Aldermen Lower and Stearns.

Alton Franklin, 508 Patterson Dr., addressed the Council. He had returned from a vacation to Russia. He noted the theme of a conversation he had while there: Russia was looking more like America and America was looking more like the Soviet Union. He concluded by stating his belief that he had had a positive influence on the City.

The following was presented:

Oath of Tom Dabareiner, Director of Community Development.

David Hales, City Manager, introduced Tom Dabareiner, Community Development Director. He cited Mr. Dabareiner's background and experience, (i.e. both public and private sector). Mr. Dabareiner had been challenged to establish efficient, productive processes.

Tom Dabareiner, Community Development Director, addressed the Council. He had been on the job for one (1) week. He noted his thirty (30) years experience in planning and community development both in the public and private sectors. The City was facing challenges and there would also be opportunities.

Mayor Renner welcomed Mr. Dabareiner to the City.

Tracey Covert, City Clerk, administered the oath.

The following was presented:

Introduction of Roberta "Bobbie" Herakovich, Interim Director of Parks, Recreation and Cultural Arts.

David Hales, City Manager, introduced Bobbie Herakovich, Interim Parks, Recreation & Cultural Arts Director. Ms. Herakovich came to the City from the City of Champaign. She had recently retired from the parks district. She had experience in Florida and Illinois.

Bobbie Herakovich, Interim Parks, Recreation & Cultural Arts Director, addressed the Council. She had visited every City park. There were needs which needed to be addressed. She noted her philosophy regarding parks – democracy started at the playground.

The following was presented:

SUBJECT: Council Proceedings of July 14, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of July 14, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of July 14, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Painter that the reading of the minutes of the previous Council Proceedings of July 14, 2014 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on July 24, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Painter that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments to John M. Scott Health Care Commission (JMSHCC)

RECOMMENDATION/MOTION: That the Appointments be affirmed.

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

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

BACKGROUND: I ask your affirmation of the following appointments:

John M. Scott Health Resource Center: Scott Hamilton, MD, affirming Second Presbyterian Church appointment to this Board. Dr. Hamilton will replace Dr. James Swanson's, appointment. Second Presbyterian Church is authorized to appoint a member of their church to this Board.

Per Section II of the JMSHCC by-laws, Dr. Scott Hamilton shall serve out a term ending April 30, 2015 and a new term will be added ending April 30, 2018. He will then be able to serve for two (2) additional terms for the maximum of three (3) consecutive terms.

James Swanson, MD, affirming McLean County Medical Society appointment to this Board. Dr. Swanson will replace Dr. Gregory Halperin's appointment. McLean County Medical Society is authorized to appoint a member of the society to this Board.

Per Section II of the JMSHCC by-laws, Dr. James Swanson shall serve out a term ending April 30, 3016 and a new term will be added ending April 30, 2019. He will then be able to serve for two (2) additional terms with the option of three (3) consecutive terms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Painter that the Appointments be affirmed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment to the Human Relations Commission

RECOMMENDATION/MOTION: That the Appointment be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of Kiranmayi "Kiran" Konam of 7 Tralee Ct., Bloomington 61704 to the Human Relations Commission. Her three (3) year term will expire 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 Asst.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Painter that the Appointment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of a 2015 International Navistar 4300 Horton Type MED, Model 623 Type I Ambulance

RECOMMENDATION/MOTION: That the purchase of a 2015 International Navistar 4300 Horton Type MED, Model 623 Type I Ambulance from Foster Coach, Sterling, IL, through the Northwest Municipal Conference (NWMC) Joint Purchasing Cooperative be approved, in the amount of $232,585, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: Council authorized the purchase of a replacement ambulance as part of the Fiscal Year 2015 budget. According to 30ILCS 525/2 from CH. 85, pr. 1602 Sec. 2(a), any government unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive bids as provided in Section 4 of this Act. The vendor available for ambulance purchase was Foster Coach, Inc., a Horton Ambulance sales representative. This vendor was selected after participation in a bid process with the Suburban Purchasing Cooperative (SPC).

The ambulance would be purchased through the SPC which combines the resources and purchasing power of multiple governments to jointly bid and negotiate advantageous contract terms. The SPC is a joint purchase program sponsored by the NWMC, DuPage Mayors & Managers Conference (DMMC), South Suburban Mayors & Managers Association (SSMMA), and Will County Government League (WCGL). The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis.

Economies of scale in terms of process and staff resources are the prime objectives of the SPC Joint Purchasing Program. By purchasing through the SPC, the Fire Department will not only save money, but ensure the vehicle is purchased on an accelerated basis to preserve life and property. Acting as an extension of the purchaser's staff, SPC staff works diligently to avoid the needless duplication of effort through in-house coordination of several functions involved in the procurement process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no other vendors contacted. The City is a member of the NWMC and is taking advantage of the SPC.

FINANCIAL IMPACT: This replacement unit is budgeted in the City's FY 2015 Budget under Capital Lease - Capital Outlay Licensed Vehicles (40110130 - 72130). The unit is budgeted at a cost of $238,725. The actual cost for the replacement is $232,585. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds and Capital Improvement Program" on pages 107 & 114.

Respectfully submitted for Council consideration.

Prepared by:	Eric Vaughn, Deputy Fire Chief - Administration
Reviewed by:	Michael Kimmerling, Fire Chief
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Painter that the purchase of a 2015 International Navistar 4300 Horton Type MED, Model 623 Type I Ambulance from Foster Coach, Sterling, IL through the Northwest Municipal Conference Joint Purchasing Cooperative be approved, in the amount of $232,585, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of a 2014 E-ONE HP 78 Ladder Truck and Loose Equipment

RECOMMENDATION/MOTION: That the purchase of a 2014 E-ONE HP 78 Ladder Truck from Banner Fire Equipment, Roxana, IL, through the Houston-Galveston Area Council (H-GAC) Joint Purchasing Group be approved, in the amount of $813,858, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Fire Department has established as a best practice for replacement of fire apparatus that fifteen (15) years of service denotes the vehicle age where operating costs outweigh the vehicle's value. According to several studies done at the National Fire Academy, age is the primary factor for vehicle replacement. Other factors such as mileage and more important engine hours and maintenance costs are also considered. *NFPA 1901 Standards for Automotive Fire Apparatus,* only recommends replacement of pre 1991 vehicles due to significant changes in safety equipment on the vehicles. This includes features as rollover protection, enclosed cabs, better braking and suspension, and the addition of air conditioning.

The HP78 Truck, will replace a 1991 Pierce 50' Telesquirt. Council authorized the purchase of this ladder truck as part of the FY 2015 budget that was approved in April 2014.

According to 30 ICLS 525/2, any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. In addition, the City Code, Chapter 16, Section 50, provides in cases where something is purchased through a joint purchase agreement, the City Council may approve the purchase without the request of a resolution waiving the bidding process.

At the June 23, 2014 Council meeting, the Council authorized the use of the joint buyers group H-GACBuy. H-GACBuy is a government to government cooperative purchasing program. It has operated under the local government authority of the Houston Galveston Area Council for forty (40) years. Its enabling legislation allows for H-GACBuy to act nationwide on behalf of local governments, special districts and private non-profits providing a government service. Currently, over 5,000 jurisdictions in forty-eight (48) states, approximately sixty (60) in Illinois, have executed Inter-Local Contracts (ILC) with H-GAC. This allows them to use any of H-GACBuys competitively procured contracts for goods and services. Through this relationship, the purchaser is covered by the HGACBuy procurement. Over the years, H-GACBuy has developed an enviable working relationship with its members and is recognized for its knowledgeable and outstanding customer service. H-GACBuys procurement process includes research, preparation of specifications, pre-bid and pre-proposal conferences, legal notice posting and advertising, bid/proposal review and contract execution. End User Purchase Orders are

confirmed to contract. Complete documentation is available to the end user at any time upon request.

Economies of scale in terms of process and staff resources are the prime objectives of the H-GACBuy. By purchasing through the H-GACBuy, the Fire Department will not only save money, but ensure the vehicle is purchased on an accelerated basis to preserve life and property. Acting as an extension of the purchaser's staff, H-GACBuy's staff works diligently to avoid the needless duplication of effort through in-house coordination of several functions involved in the procurement process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no other vendors contacted. The City has executed an Inter-Local Contract with the H-GAC and is taking advantage of HGACBuy.

FINANCIAL IMPACT: Funding of $848,800 for this fire truck was appropriated in the FY 2015 Adopted Budget under Capital Lease – Vehicle Outlay (40110100 – 72130). The actual cost of $813,858 will result in a savings of over $34,000. The lease for the fire truck will be for ten (10) years versus the typical five (5) year lease because of the longer estimated service life. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 107.

Respectfully submitted for Council consideration.

Prepared by:	Lester Siron, Deputy Fire Chief - Operations
Reviewed by:	Michael Kimmerling, Fire Chief
Financial & budgetary review by:	Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel
Recommended by:	

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Painter that the purchase of a 2014 E-ONE HP 78 Ladder Truck from Banner Fire Equipment, Roxana, IL through the Houston-Galveston Area Council (H-GAC) Joint Purchasing Group be approved, in the amount of $813,858, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive Formal Bid Process and Purchase of Personal Protective Equipment – Firefighting Turnout Gear

RECOMMENDATION/MOTION: That the formal bid process be waived, the purchase of six (6) complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from Municipal Emergency Services, Inc. (MES), Deerfield, IL, be approved, in the amount of $14,954, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

BACKGROUND: Council authorized the purchase of replacement turnout gear as part of the FY 2015 budget.

Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association's recommended useful life for firefighting protective wear. Since 2006, the Fire Department has made considerable investments in this particular Turnout Gear providing consistency in use for firefighters and cost savings.

The gear that the department uses was selected in 2006 during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost. A major determining factor was that the gear has a shell warranty of seven (7) years against any damage that occurs during firefighting operations, eliminating gear repair line item previously budgeted at $15,000 per year.

The Fire Department did obtain quotes for this gear to provide a bench mark for the Council:

Vendor	Cost per Turnout Gear Assembly	Total Cost of Six (6) Sets of Turnout Gear
MES Global	$2,493	$14,954
Time Emergency Equipment	$2,905	$17,430
Globe Manufacturing Company	$3,435	$20.610

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost for the Firefighter Turnout Gear is $14,954 which has been budgeted in Fire – Protective Wear (10015210 - 62191). Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund on page 272.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Michael Kimmerling, Fire Chief

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 32

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF FIREFIGHTING TURNOUT GEAR FOR THE FIRE DEPARTMENT FROM MUNICIPAL EMERGENCY SERVICES, INC. AT A PURCHASE PRICE OF $14,954

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Firefighting Turnout Gear at a Purchase Price of $14,954.

ADOPTED this 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Painter that the formal bid process be waived, the purchase of six (6) complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from Municipal Emergency Services, Inc., Deerfield, IL, be approved, in the amount of $14,954, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive the Formal Bid Process and Contract with CPS Human Resources Consulting to Administer an Asst. Fire Chief Promotional Testing

RECOMMENDATION/MOTION: That the formal bid process be waived, the agreement with CPS Human Resources Consulting, Sacramento, CA, be approved, in the amount of $17,450, in addition to the possibility of the cost for an additional test date and reasonable costs for travel and lodging, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On September 22, 2010, Requests for Proposals (RFPs) were mailed to fifteen (15) testing firms in addition to providing public notification for promotional testing services in the Fire Department. The RFP included the development of appropriate testing that required a job analysis be performed. Two (2) RFP's were received by the deadline from Resource Management Associates and CPS. The two (2) RFP's included different pricing, but ultimately the bottom line was an effective tie in cost. A committee was formed and ultimately

recommended that the RFP be awarded to CPS. Council approved staff's recommendation and CPS was awarded the contract on December 13, 2010.

The City has used CPS to establish two (2) separate promotional lists in compliance with state statue (50 ILCS 742) and the Local 49 Collective Bargaining Agreement. Initially, CPS conducted a meeting with Subject Matter Experts (SME) to draft and review a job analysis statement and discuss general content of the written exam and content of the assessment center exercises. This included links between tasks and knowledge, skills and ability for the Asst. Chief. If staff is allowed to use CPS, a confirmatory job analysis will be performed with SME to review the previously developed tasks and knowledge, skills and ability for accuracy and completeness. Information from the job analysis will be used to create a customized multiple choice written test and assessment center exercise. CPS conducted both testing processes without any challenges to the validity of the exam or assessment center by the employees or Local 49.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Fire Command Staff and Local 49.

FINANCIAL IMPACT: The cost to contract with CPS will be $17,450 in addition to reasonable cost for travel and lodging estimated at $1,800. If an additional test day is added, based upon the number of participants, an additional fee of $2,400 plus travel, would be added to the base fee of $17,450. The FY 2015 budget appropriated $19,000 in line item 10011410 – 70690 (Human Resources - Other Purchased Services). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 128. Staff respectfully requests the Council approve the use of CPS for the Asst. Fire Chief's promotional process.

Respectfully submitted for Council consideration.

Prepared by:	Angie Brown, Human Resources Specialist Eric Vaughn, Deputy Fire Chief - Administration
Reviewed by:	Emily Bell, Director of Human Resources Mike Kimmerling, Fire Chief
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 33

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF ASST. FIRE CHIEF PROMOTIONAL TESTING SERVICES FROM CPS HR CONSULTING AT A MINIMUM PURCHASE PRICE OF $17,450

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Asst. Fire Chief Promotional Testing Services from CPS HR Consulting at a minimum Purchase Price of $17,450.

ADOPTED this 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Painter that the formal bid process be waived, the agreement with CPS Human Resources Consulting, Sacramento, CA, be approved, in the amount of $17,450, in addition to the possibility of the cost for an additional test date and reasonable costs for travel and lodging, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive Formal Bid Process and Contract with Clark Dietz Inc. for Motor Fuel Tax (MFT) Project Administration and Engineering Services

RECOMMENDATION/MOTION: That the formal bid process be waived, the Engineering Services Contract with Clark Dietz Inc. for work on MFT project closeouts be approved, for a maximum amount of $53,275, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City needs to finalize its administrative work on MFT projects. Construction work on these projects was completed. Voluminous documentation work to satisfy state government requirements remains. These final project details culminate with the files being closed. The industry term is "closeouts." The work is complicated, time consuming and requires expertise in engineering, construction practices, accounting and the needs and requirements of the Illinois Department of Transportation (IDOT). Closing out these projects will help to maintain our working relationship with the IDOT, enable the City to focus on upcoming projects, and reallocate any available MFT funds that are currently encumbered by these projects.

Because of limitations in staff resources, the City has a considerable backlog of closeouts, and IDOT has expressed a strong desire that the closeouts be completed. In FY 2013 - 14, Clark Dietz Inc. was contracted through City procurement policy to perform a limited amount of engineering services work on closeouts. The firm made progress.

The original purchase order with Clark Dietz enabled their personnel to coordinate with IDOT and determine the status of various City projects. Clark Dietz was able to determine the status of City projects, and prepare and submit Final Reports, Change in Plans Forms, Final Pay Estimates, Material Deficiency Lists, Supplemental MFT Resolutions and associated Council Memorandums, and an invoice for Emergency Repair Project funds due to the City from IDOT. Correspondence from Clark Dietz outlining their accomplishments was provided.

Staff recommends that the firm be contracted for up to $53,275 to complete and close out twenty-two (22) MFT project files. Clark Dietz personnel would be paid a "cost plus fixed fee" rate for an estimated 390 hours of work, which may be sufficient to close out all twenty-two (22) projects.

Rationale for no-bid: Previously, Clark Dietz personnel did an excellent and time efficient job on MFT closeout work. They have a firm grasp of the projects involved and what work is required to close out specific projects. They also know how these files are organized and rapidly retrieved from City databases. If another firm was selected, personnel from a different firm would have to learn the database system and duplicate the groundwork that Clark Dietz's staff has already laid for MFT closeouts. This would not in the best interest of taxpayers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This was not included in the FY 2015 Adopted Budget. Sufficient FY 2015 budgeted funds remain in the MFT - Engineering Services (20300300 - 70050) line item account to cover the cost. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 11.

Respectfully submitted for Council consideration.

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 34

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF ENGINEERING SERVICES FOR WORK ON MOTOR FUEL TAX PROJECT CLOSEOUTS FROM CLARK DIETZ INC. AT A MAXIMUM PURCHASE PRICE OF $53,275

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Engineering Services from Clark Dietz Inc. at a Maximum Purchase Price of $53,275.

ADOPTED this 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Fazzini, seconded by Alderman Painter that the formal bid process be waived, the Engineering Services Contract with Clark Dietz Inc. for work on MFT project closeouts be approved, for a maximum amount of $53,275, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of Contract for Tuck Pointing & Sealing Replacement for the Bloomington Center for the Performing Arts (BCPA)

RECOMMENDATION/MOTION: That the bid for Tuck Pointing & Sealing Replacement be awarded to R.L. Vollintine Construction, Inc., Springfield, IL, in the amount of $28,100, the contract be approved, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

STRATEGIC PLAN LINK: Goal 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; 1d. City services delivered in the most cost-effective, efficient manner, and 2e. Investing in the City's future through a realistic, funded capital improvement program. To maintain the "envelope" of the BCPA, to ensure the protection of the interior and its contents as well as ensuring the longevity of a stable facility.

BACKGROUND: The Faithful Gould report dated 2013 stated that the exterior wall system was in fair condition noting several instances of deteriorated mortar at joints and spalled brick at the masonry wall, deteriorating sealants at the window and construction joints and deteriorated sealants at the parapet wall caps and termination bar at the base flashing of the roof system. Given the age and condition of the exterior elements, City staff recommends budgeting for a near term exterior restoration project. Restoration should consist of tuck pointing and general repairs

to the masonry walls along with replacement of perimeter sealants at the construction joints and parapet wall caps on each elevation. This should also include the as needed sealant replacement of the pre-cast concrete wall panels. The exterior windows and doors appeared to be in good condition and City staff has included the replacement of perimeter sealants within the scope of work previously detailed. The recommended budget amount for this work is $259,178. Staff determined to do one (1) elevation per year for four (4) years and budgeted $65,000 for the west elevation in the 2014 - 2015 year.

On July 1, 2014 at 11:00 am, bids were publicly opened and read for the tuck pointing, replacement of sealants, painting of lintels and power washing of the west elevation. Three (3) bids were received and are as follows:

Western Waterproofing Co., Inc., Springfield, IL	$37,370
Otto Baum Company, Inc., Morton, IL	$28,315
R. L. Vollintine Construction, Inc., Springfield, IL	$28,100

Staff is recommending the bid be accepted from R. L. Vollintine Construction, Inc.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Procurement Manager and Interim Facility Manager. Public notice of the bid was placed in The Pantagraph on June 11, 2014. A pre bid meeting was held at the BCPA on June 18, 2014. Three (3) bids were received on July 2, 2014.

FINANCIAL IMPACT: The BCPA budget includes $65,000 in the FY 2015 Adopted Budget under the Capital Lease - Buildings (40110131 - 72520) line item account for the west elevation project. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 107 and 114.

Respectfully submitted for Council consideration.

Prepared by: David Young, BCPA Facilities Manager/Event Coordinator

Reviewed by: Derrick Hengstebeck, Interim Facilities Director
Jon C. Johnston, Procurement Manager
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

CITY OF BLOOMINGTON
CONTRACT WITH R.L. VOLLINTINE CONSTRUCTION, INC.
FOR TUCK POINTING & SEALING REPLACEMENT

THIS AGREEMENT, dated this _____ day of July, 2014, is between the City of Bloomington (hereinafter "CITY") and R.L. Vollintine Construction, Inc. (hereinafter "R.L. VOLLINTINE").

WHEREAS, the CITY sought bids for the procurement of components for tuck pointing and sealant replacement on the west elevation, as well as the painting of lintels and power washing the elevation, and other work described in the Invitation to Bid, of the Bloomington Center for the Performing Arts (hereinafter ("BCPA"); and

WHEREAS, the CITY determined that R.L. VOLINTINE was the lowest responsible bidder and should be awarded the bid.

NOW THEREFORE, the parties agree as follows:

Section 1. **Recitals.** The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. **Description of Services**. R.L. VOLINTINE agrees to perform the work identified in the Invitation to Bid, attached hereto as Exhibit A, along with provision of all products, testing and instruction and warranties. R.L. VOLINTINE shall further execute the work as set forth and identified in the Invitation to Bid (hereinafter collectively referred to as "Work").

Section 3. **Incorporation of RFP & Proposal Terms.** The provisions of the Invitation to Bid, Tuck Pointing & Sealant Replacement for the Bloomington Center for the Performing Arts, attached hereto as Exhibit A, and the proposal submitted by R.L. VOLINTINE, shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by R.L. VOLINTINE.

Section 4. **Payment.** For the Work performed by R.L. VOLINTINE, the CITY shall pay R.L. VOLINTINE $28,100.00. Payment shall be due within 30 days after completion and acceptance of the Work set forth in Section 2.

Section 5. **Prevailing Wage.** This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of

Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 6. **Default and Termination**. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by R.L. VOLINTINE's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within R.L. VOLINTINE'S control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 7. **Indemnification.** To the fullest extent permitted by law, R.L. VOLINTINE shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with R.L. VOLINTINE's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 8. **General Liability Insurance.** R.L. VOLINTINE shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, as set forth within the Invitation to Bid, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. **Representations of Vendor.** R.L. VOLINTINE hereby represents it is legally able to perform the work.

Section 10. **Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. **Compliance with Laws.** R.L. VOLINTINE and all work performed under this Contract by R.L. VOLINTINE shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. **Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of

counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. **Attorney Fees**. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. **Paragraph Headings**. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON	R.L. VOLINTINE, INC.
By: Tari Renner Its Mayor	By: _____ Its_____
ATTEST:	
By: Tracey Covert City Clerk	By: _____ Its_____

Motion by Alderman Fazzini, seconded by Alderman Painter that the bid for Tuck Pointing & Sealing Replacement be awarded to R.L. Vollintine Construction, Inc., Springfield, IL, in the amount of $28,100, the contract be approved, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Final Change Order for Phase 1 Locust Street Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project and Request to Approve a Budget Amendment to Accounts (51101100 - 72555) and (53103100 - 72555) in the Sewer and Storm Water Fund Budgets

RECOMMENDATION/MOTION: Recommend that the Change Order be approved in the amount of $114,985.13, the Resolution adopted, and the Ordinance Amending the Budget Ordinance to Add Funds to Accounts (51101100 - 72555) and (53103100 - 72555) in the Sewer and Storm Water Fund Budgets be passed. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term, and 5b. City decisions consistent with plans and policies.

This CSO elimination project provides good stewardship and improves quality of life by installing infrastructure for eliminating the CSO at Locust and Colton Streets. Elimination of the CSO will improve water quality in our rivers and streams, and also help the City meets its' commitment to eliminate CSO under directive from the Illinois Environmental Protection Agency (IEPA).

BACKGROUND: Stark Excavating completed work last fall on Phase 1 of the Locust St. CSO Elimination and Water Main Replacement Project. The IEPA has now completed their review of the project quantities in order to make a final loan disbursement. This project included installation of new sanitary and storm sewers for the purpose of eliminating the CSO at Locust and Colton Streets. The IEPA has mandated that municipalities work toward eliminating CSOs, which allow sanitary waste to enter open bodies of water. Additionally, old water mains were replaced in the project area as part of the work.

At the November 17, 2011 Special Meeting, Council awarded the Phase 1 construction contract to Stark Excavating in the amount of $9,026,548.51. The project was originally awarded to DiPaolo Company but they were found to be in default for failure to supply a performance bond, which caused the project to be delayed. The City collected on the Dipaolo bid bond in the amount of $450,000. Because there was a delay in starting the project, Council approved an additional payment on July 9, 2012 to Stark in the amount of $32,901.82 for overtime costs related to meeting project timelines for work through Bloomington High School and Bloomington Country Club.

Original Contract	$9,026,548.51	November 17, 2011
Change Order No. 1	$32,901.82	July 9, 2012
Final Change Order	$114,985.13	July 28, 2014
New Total Contract (Final)	*$9,174,435.46*	

The total change order increase is less than two percent (2%) of the original contract amount. Final payment to Stark Excavating, in the amount of $165,171.15, will be presented to Council for approval on August 11, 2014.

Construction contract costs were tracked separately for payment from loan reimbursable City funds for Sewer, Water, and Roadway, (Country Club Pl. reconstruction). Construction cost additions and deductions were tracked as follows:

	Sewer	**Water**	**Roadway**	**Total**
Original	$4,546,406.00	$2,743,855.00	$1,736,287.51	$9,026,548.51
Additions	$656,910.03	$126,700.89	$80,678.72	$864,289.64
Deductions	-$445,850.22	-$163,617.00	-$106,935.47	-$716,402.69
Net (+ or -)	$211,059.81	-$36,916.11	-$26,256.75	$147,886.95
New	*$4,757,465.81*	*$2,706,938.89*	*$1,710,030.76*	*$9,174,435.46*

Documents itemizing the staff verified changes were provided to Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The IEPA has approved all final change orders for Storm, Sewer, and Water costs, listed below, as eligible for reimbursement to the City with loan funds, except the amount listed below as Motor Fuel Tax (MFT) funds. The City has already received the final loan disbursement from the IEPA to cover those loan eligible costs. An MFT Resolution appropriating $892,100 for this project was approved by Council on July 11, 2011, which is sufficient to cover the additional MFT roadway costs.

The MFT - Street Construction (20300300 - 72530) will be increased by $30,430.89 to cover the MFT portion. This was not included in the FY 2015 Adopted Budget. However, sufficient FY 2015 budgeted funds remain in the MFT– Street Construction (20300300 - 72530) line item account to cover the cost. The Sewer and Storm Water increases were not included in the FY 2015 Adopted Budget and the Budget Amendment will increase the following line item accounts: Sewer - Construction Loan Eligible (5110 - 72555) and Storm Water - Construction Loan Eligible (53103100 - 72555). The water portion that was approved and remains encumbered will be liquated as the water portion of the project has been completed and no further payments will be charged to water.

Allocations to construction project fund accounts should be increased (or decreased) as follows:

Fund	Department	Amount
5310-53103100-72555, Storm (increase)	Public Works	$67,370.13
5110-51101100-72555, Sewer (increase)	Public Works	$67,370.13
5010-50100110-72545, Water (decrease)	Water	-$50,185.51
2030-2030300-72530, MFT (increase)	Public Works	$30,430.89
Total		*$114,985.13*

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Civil Engineer II

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 36

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF $114,985.13 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND STARK EXCAVATING, INC.

WHEREAS, the City of Bloomington has previously entered into a contract with Stark Excavating, Inc. for the Phase 1 Locust Street CSO Elimination and Water Main Replacement Project and

WHEREAS, for the reasons set forth in the City Council memo of July 28, 2014 it was necessary to enter into the change order for additional work encountered during the course of construction (see change order descriptions attached hereto as Exhibit 2); and

WHEREAS, it is the finding of the City Council that the work described in the memo of July 28, 2014 (and in the change order descriptions of Exhibit 2) is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a change order in the amount of $114,985.13 in the contract between the City of Bloomington and Stark Excavating, Inc. be approved.

ADOPTED this 28th day of July, 2014.
APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2014 – 74

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2015

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; 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 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, 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 2014 - 35.

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

PASSED the 28th day of July, 2014.

APPROVED the 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Painter that the Change Order be approved in the amount of $114,985.13, the Resolution adopted, and the Ordinance Amending the Budget Ordinance to Add Funds to Accounts (51101100 - 72555)

and (53103100 - 72555) in the Sewer and Storm Water Fund Budgets passed. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve a Budget Amendment to Accounts (10015110 – 72520) and (10015110 – 70420) in the General Fund Budget for Emergency Replacement of Police Department Chiller

RECOMMENDATION/MOTION: 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: The Police Chiller replacement and associated costs were approved by the City Manger as an Emergency Procurement Memo on May 27, 2014 for $125,000 in estimated charges.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: This item is not budgeted in FY 2015 Adopted Budget. The proposed budget amendment will increase the General Fund budget expenditures by $108,280.95 in the Police Department. The total expenditures will have $5,780 charged to Police - Rentals (10015110 - 70420) and $102,500.95 will be charged to Police - Buildings (10015110 - 72520).

See the Ordinance for detailed account numbers and descriptions.

Respectfully submitted for Council consideration.

Prepared by: Chris Tomerlin, Budget Analyst

Reviewed by: Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 75

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2015

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; 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 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, 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 2014 - 35.

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

PASSED the 28th day of July, 2014.

APPROVED the 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve a Budget Amendment to Accounts (10015110 – 72130) and (20900900 - 72130) in the General Fund Budget and Drug Enforcement Fund for Reallocation of a Vehicle Purchase for the Police Department

RECOMMENDATION/MOTION: 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: On October 28, 2013, Council approved the purchase of three (3) vehicles totaling $82,998. The vehicles were received in FY 2015 and all three (3) of the vehicles were paid from the Police Department's budget. Two (2) of the vehicles should have been paid out of the Drug Enforcement Fund. The budget amendment is necessary to reallocate the budget of two (2) of the vehicles from the Police Budget to the Drug Enforcement Budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: This budget amendment will increase the budget for Drug Enforcement - Capital Outlay Licensed Vehicles (20900900 - 72130) by $55,332 and decrease the Police - Capital Outlay Licensed Vehicles Budget (10015110 - 72130) by $55,332. The overall net impact from this budget amendment will have no impact on expenditures but will correctly reflect the budget in these two (2) line items.

See the Ordinance for detailed account numbers and descriptions.

Respectfully submitted for Council consideration.

Prepared by: Chris Tomerlin, Budget Analyst

Reviewed by: Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 76

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2015

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; 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 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, 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 2014 - 35.

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

PASSED the 28th day of July, 2014.

APPROVED the 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Collective Bargaining Agreement with American Federation of State, County and Municipal Employees (AFSCME) Local 699

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On February 25, 2014, the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement scheduled to expire on April 30, 2014. Expired contracts have been placed on the City's website. A draft of the new Collective Bargaining Agreement has been provided. On May 29, 2014, the parties reached Tentative Agreement on the issues listed below. The City was notified on July 1, 2014 that the Tentative Agreement had been ratified by the union membership.

Leave Time

- Reduce the number of sick leave hours a new employee receives in the first twelve (12) months of employment from twenty (20) hours a month to eight (8) hours a month.
- Elimination of Sick Leave Buyback for employees hired after May 1, 2014.
- Update of the Vacation scheduling limits by shift.
- Ability to carryover up to twenty-four (24) hours of vacation leave into the next anniversary year.

Wages and Benefits

- May 1, 2014 wage increase of 2.25% with retroactivity.
- May 1, 2015 wage increase of 2.25%.
- May 1, 2016 wage increase of 2.25%.
- Increase shift differential from $.30 per hour to $.40 per hour.
- Reduce the new hire base wage for Zookeepers to $16.85 per hour.
- Ability for Zookeepers to take time off work in lieu of receiving overtime pay for worked holidays.

- Reduce the call-back pay from a minimum of four (4) hours to three (3) hours.
- Addition of language on the Affordable Care Act (ACA) that would allow the City to make changes to the Health Insurance Plan in order to avoid the Cadillac Tax. The new language also permits the City to increase the employee's monthly insurance contributions to include any excise tax or penalty under the ACA.

Miscellaneous Items

- Addition of language on Paycheck Distribution.
- Modification of Temporary Transfer language.
- Updated language on missed overtime opportunities that would require employees to only work only half the missed overtime.
- Elimination of the on-call language in the collective bargaining agreement (related to snow and similar weather events).
- Modification of grievance procedure that would require the City's grievance response prior to an employee serving a suspension.
- Reduce the number of steps in the grievance process and increase the grievance response time to ten (10) days.
- Modification of grievance arbitration language.
- Modification of language on employees being eligible to work overtime when they have used sick leave.
- Modification on scheduled overtime notice being given at least twenty-four (24) hours in advance.
- Additional management flexibility on administering the City's Drug and Alcohol Policy and Procedure.

Term of Agreement

- Three (3) year Agreement.

Other minor changes can be found in the draft Collective Bargaining Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and AFSCME Local 699 employees.

FINANCIAL IMPACT: The financial impact of the Tentative Agreements includes:

- Increase in wage tables by 2.25% effective May 1, 2014. Increase in wage tables by 2.25% effective May 1, 2015 and by 2.25% effective May 1, 2016. Estimated cost of these wage increases during the three (3) year term of the contract, excluding longevity increases, is approximately $900,000.
- Increase in the shift differential per employee is $208 annually. Employees on holiday, vacation, etc. will not receive the shift differential.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Paulette Hurd, Chief Accountant

Legal review by: Lisa Callaway, Clark Baird Smith, LLP

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Painter that the Contract be ratified.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Regional Planning Services Agreement with the McLean County Regional Planning Commission (MCRPC)

RECOMMENDATION/MOTION: That the Agreement with the MCRPC be approved, in the amount of $55,457, 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 MCRPC has been providing long term planning for the City, Town of Normal and McLean County for many years. Their functions include such things as long range transportation needs, comprehensive plans, public mapping services, etc. The three (3) government entities as well as state and federal grants provide the operational funding for the MCRPC.
Over the past several years, the City has seen its contribution to the MCRPC fluctuate, which has included two (2) past fiscal years, (2009 and 2010), where no payment was required (the

Commission used some of its reserves to lessen the financial burden of the City, Town and County in the slow economy). For FY 2014, the MCRPC set the City's contribution at $55,457.

Fiscal Year	**City Contribution**
FY 2009	$0
FY 2010	$0
FY 2011	$23,023
FY 2012	$24,244
FY 2013	$23,239
FY 2014	$27,868
FY 2015	**$55,457**

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Budget appropriated $55,457 in the Planning Division of the PACE Department account item 10015420 - 75025. Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 299.

Respectfully submitted for Council consideration.

Prepared by: Nancy Tague, Office Manager - PACE

Reviewed by: Frank Koehler, Interim Director - PACE

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2014, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2015.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.

2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).

3. Coordinate the development and management of the regional geographic information system (GIS) as per separate intergovernmental agreement.

4. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.

5. Provide assistance in the preparation of applications for Federal or State funding as needed.

6. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.

7. Provide technical assistance as needed and requested in matters of long range planning and development.

8. Gather the necessary information as set forth above, provide evaluation of same, and use same to draft the City's comprehensive long range plan.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FIVE THOUSAND FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS ($55,457.00) for

deposit in the accounts of the Commission upon the City's receipt of an invoice for said amount.

Tari Renner Mayor - City of Bloomington	Tracey Covert City Clerk - City of Bloomington	July 29, 2014
_____ Chairman McLean County Regional Planning Commission	_____ Executive Director McLean County Regional Planning Commission	Date

Motion by Alderman Fazzini, seconded by Alderman Painter that the Agreement with the MCRPC be approved, in the amount of $55,457, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Illinois Municipal Retirement Fund (IMRF) Non Participation of Elected Officials

RECOMMENDATION/MOTION: That the Resolution be adopted.

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

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

BACKGROUND: At the July 21, 2014 Committee of the Whole Meeting, staff presented information on participation in IMRF for Elected Officials. In April 2014, IMRF conducted an audit of the City's administrative practices pertaining to participation in IMRF. At IMRF's request and in preparation for this audit, Laurie Wollrab, Compensation and Benefits Manager, requested the Mayor and Council complete a verification form. The verification would determine if officials were working at least 1,000 hours per year in their elected positions. The results varied based on the respective elected officials' calculations. This suggested there was not a systematic method to establish whether the 1,000 hour requirement was being met.

The current "Resolution Relating to Participation By Elected Officials In The Illinois Municipal Retirement Fund" on record, Resolution Number 1998 - 29 was adopted by Council on May 11, 1998. This resolution establishes that:

- Elected officials may participate in the IMRF if they are in positions normally requiring performance of duty for 1,000 hours or more per year.
- The governing body can determine what the normal annual hourly requirements of its elected officials are and should make such determination for the guidance and direction of the Board of Trustees of the IRMF.

This resolution allows elected officials to participate in the IMRF pension on a voluntary basis requiring at least 1,000 hours of work each year.

Based on the information provided and the discussion at the Committee of the Whole Meeting on July 21, 2014, Council directed staff to prepare a Resolution to eliminate the option for Elected Officials to participate in IMRF. The attached IMRF Form 6.64T, Resolution Relating to Termination of Participation by Elected Officials in the IRMF will accomplish the directive of the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and IMRF.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Emily Bell, Director of Human Resources

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

Recommended by:

David A. Hales
City Manager

(RESOLUTION NO. 2014 – 37 ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 1, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Drew and Emily Frey to allow moderate consumption of alcohol at their August 1, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioner Tari Renner, Tracey Covert, City Clerk, and Rick McCormick, caterer and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Rick McCormick, caterer, addressed the Commissioner. The wedding reception would commence at 3:00 p.m. and would be held at the Lake Bloomington Davis Lodge on August 1, 2014. He anticipated 200 guests. Redbird Catering located at 1507 N. Main St., would provide beverage services. He noted that liquor service would be limited to beer and wine only. Liquor service will end at 10:00 p.m. Quite hours at Davis Lodge commence at 10:00 p.m.

Commissioner Renner recommended that the request of Drew and Emily Frey to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their August 1, 2014 wedding reception be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 23, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 78

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, Drew and Emily Frey are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 2:00 p.m. to 11:00 p.m. on August 1, 2014; and

WHEREAS, Drew and Emily Frey have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on August 1, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 30, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of James Brosher and Barbara Harrington to allow moderate consumption of alcohol at their May 30, 2015, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk, and Susan Harrington, mother of the bride and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Susan Harrington, mother of the bride, addressed the Commission. The wedding ceremony and reception would commence at 4:00 p.m. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on May 30, 2015. She anticipated 125 guests. A Renee located at 306 N. Center St., Suite 102, would provide beverage services. She noted that liquor service would be limited to beer and wine only. Liquor service will end at 10:00 p.m. Quite hours at the Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of James Brosher and Barbara Harrington to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their May 15, 2015 reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 79

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, James Brosher and Barbara Harrington are planning to hold their wedding reception at Lake Bloomington Davis Lodge from 3:00 p.m. to 11:00 p.m. on May 30, 2015; and

WHEREAS, James Brosher and Barbara Harrington have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Lake Bloomington Davis Lodge on May 30, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 28th day of July 2014.

APPROVED this 29th day of July 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 21, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Tyler Piper and Sabrina Zrekat to allow moderate consumption of alcohol at their March 21, 2015, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk, and Tyler Piper, groom and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Tyler Piper, groom, addressed the Commission. The wedding ceremony and reception would commence at 5:00 p.m. The wedding ceremony and reception would be held at the Miller Park Pavilion on March 21, 2015. He anticipated 130 - 150 guests. A Renee located at 306 N. Center St., Suite 102, would provide beverage services. He noted that liquor service would be limited to beer and wine only. Liquor service will end at 10:00 p.m. The Pavilion must be vacated by 11:00 p.m.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Tyler Piper and Sabrina Zrekat to allow moderate consumption of alcohol at the Miller Park Pavilion for their March 21, 2015 reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 80

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE MILLER PARK PAVILION

WHEREAS, Tyler Piper and Sabrina Zrekat are planning to hold their wedding reception at the Miller Park Pavilion from 4:00 p.m. to 11:00 p.m. on March 21, 2015; and

WHEREAS, Tyler Piper and Sabrina Zrekat have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on March 21, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 28th day of July 2014.

APPROVED this 29th day of July 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., requesting a GPBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That an GPBS liquor license for MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., requesting a GPBS liquor license which allows the sale of packaged beer and wine 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 Jim Franks, Territory Supervisor and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representative addressed the Commission. He noted that this application involved a change of ownership. Gajri Corp., lessee, had left the premises.

Commissioner Tompkins cited Chapter 6. Alcoholic Beverages, Section 1. Definitions, Retail Grocery Convenience Store which limited the area devoted to alcohol products to fifteen percent (15%) of the total public selling space. He noted that Famous Liquors was located at 1404 E. Empire St. In addition, there were residential areas nearby. Finally, he questioned if cold, single serve items would be available for sale.

Commissioner Jordan questioned if business operations would be status quo. He noted that it appeared that Gajri's lease had expired, *(June 30, 2014)*, and that this license holder had held a liquor license for ten (10) years.

Jim Franks, Territory Supervisor and Applicant's representative, addressed the Commission. He informed the Commission that Gajri had leased the facility for ten (10) years. There had been no issues. MKM Oil, Inc. would hire an on-site manager. He noted his role as Territory Supervisor.

Commissioner Jordan questioned BASSET, (Beverage Alcohol Sellers and Servers Education and Training), certification. Mr. Franks informed the Commission that he had contacted Heartland Community College regarding same.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to the City Council that a GPBS liquor license for MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 30, 2014 in accordance with City Code. In accordance with City Code, approximately fourteen (14) courtesy copies of the Public Notice were mailed on June 30, 2014. In addition, the Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Request is for a change of ownership. Annual fee for a GPBS liquor license is $1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Painter that a GPBS liquor license for MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That a TAS liquor license for Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., requesting a TAS liquor license which allows 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 Brian Dixon, Six Strings' Manager and Richard Marvel, attorney, Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives addressed the Commission. He noted that this application involved a change of ownership. Brian Dixon, Six Strings' Manager, addressed the Commission. Six Strings planned to retain the existing staff and himself as Manager. There was a new corporate owner. The plan was to improve Six Strings into an upscale business. Six Strings would continue to offer live entertainment.

Commissioner Jordan noted that the City would have to approve creation of a new liquor license. Mr. Dixon noted that KTPS, Inc., the current owner, planned to sell the business to Blue Note Enterprises, LLC.

George Boyle, Asst. Corporation Counsel, noted that the current management staff would be retained.

Commissioner Jordan questioned if there had been any issues at this location.

Commissioner Renner stated that there would not be a net increase in the number of Downtown liquor licenses.

Commissioner Jordan questioned occupancy. Mr. Dixon stated that the limit was 349.

Commissioner Jordan questioned how closely Six Strings' staff watched occupancy. He also questioned staffing when Six Strings hosted live entertainment. Mr. Dixon stated that there would be two (2) security staff at the door. Identification was checked. Door staff tracked occupancy by checking movement into and out of the facility.

Commissioner Tompkins noted that under the previous management Six Strings had automated equipment to check identification. Mr. Dixon stated that the assets of the current owner would be sold to Blue Note Enterprises, LLC. He added that he took pride in the efforts made by Six Strings. There were no plan changes in this area.

Commissioner Tompkins questioned the type of liquor license applied for by the new owner. Mr. Dixon believed that Six Strings would have ticket sale/door charge revenues of fifty percent (50%).

Mr. Boyle noted that the City's PACE (Planning and Code Enforcement) Department's inspection report noted two (2) minor issues. He questioned if these issues had been addressed. Mr. Dixon noted that Six Strings' maintenance staff would correct them the next day. One issue was a burnt out "Exit" light.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that a TAS liquor license for Blue Note Enterprises, LLC d/b/a Six Strings Club, located at 525 N. Center St., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 30, 2014 in accordance with City Code. In accordance with City Code, approximately fifty-nine (59) courtesy copies of the Public Notice were mailed on July 1, 2014. In addition, the Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for a TAS liquor license is $2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Painter that a TAS liquor license for Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application by Bloomington Normal (BN) Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday, August 22, 2014 from 5:00 p.m. to 11:30 p.m. and Saturday, August 23, 2014 from 1:00 p.m. to 11:30 p.m.

RECOMMENDATION/MOTION: That an LB liquor license for the BN Jaycees for a fundraiser called "Bruegala" to be held at the BCPA, located at 600 N. East St., on Friday, August 22, 2014 from 5:00 p.m. to 11:30 p.m. and Saturday, August 23, 2014 from 1:00 p.m. to 11:30 p.m. be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application by Bloomington Normal (BN) Jaycees, requesting a Limited Liquor License , (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday, August 22, 2014 from 6:00 p.m. until 11:00 p.m. and Saturday, August 23, 2014 from 2:00 p.m. until 11:00 p.m. 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 Seth Carter, BN Jaycees and Applicant representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. He noted that Bruegala was an annual event. This year marked Bruegala's fifteenth (15th) year. Samples will be available in the BCPA Ballroom and sales by the glass would be available at Lincoln Festival Park in conjunction with concerts by Robert Brown Band, Bottle Rocket Cabaret, Righteous Hillbillies and Modern Echo on Friday, and Toucan, Robin Crowe, Jury's Out, Knucklehead, Sean Costanzo, Highway J, and Switchback on Saturday. Bruegala was a charity event.

Seth Carter, BN Jaycees and Applicant representative, addressed the Commission. This year, the BN Jaycees and the Bloomington Cycle Racing Team would be holding the Jaycees Criterium Bike Race on Saturday, August 23, 2014. He noted that the live music would start at 2:00 p.m. In turn, beer would be available starting at 2:00 p.m. Beer would not be available until 5:00 p.m. inside the BCPA.

He added that the VIP Section would be offered again this year. Beer would be served in glass pints in this section.

Commissioner Tompkins noted that this was an annual event which was well run. He informed the Commission that he had attended same in the past. Bruegala was professionally operated. He informed Mr. Carter that he planned to visit Bruegala in his role as Liquor Commissioner. He recommended that the Jaycees be diligent and aware of over serving.

Mr. Carter encouraged Commissioner Tompkins to contact him with any issues.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that an LB liquor license be created for BN Jaycees for a fundraiser called "Bruegala" to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday, August 22, 2014 from 6:00 p.m. until 11:00 p.m., and Saturday, August 23, 2014 from 2:00 p.m. until 11:00 p.m.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Painter that an LB liquor license for the BN Jaycees for a fundraiser called "Bruegala" to be held at the BCPA, located at 600 N. East St., on Friday, August 22, 2014 from 5:00 p.m. to 11:30 p.m. and Saturday, August 23, 2014 from 1:00 p.m. to 11:30 p.m. be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lincoln Park on August 22 - 23, 2014 for the event named Bruegala

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The BCPA is co-sponsoring a beer and wine tasting with the BN Jaycees in coordination with their summer concert series in Lincoln Park. Bruegala is scheduled for August 22nd from 5:00 p.m. to 10:30 p.m. and August 23rd , from 1:00 p.m. until 10:30 p.m. The BCPA co-hosts this event annually. The BN Jaycees have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the fenced event area. Only beer and wine purchased on the premises can be consumed within the designated event area.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 81

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR BRUEGALA AT LINCOLN PARK

WHEREAS, the Bloomington Center for Performing Arts (BCPA) and the B-N Jaycees are planning to co-host Bruegala at Lincoln Park on August 22, 2014 from 5:00 p.m. to 10:30 p.m. and August 23, 2014 from 1:00 p.m. until 10:30 p.m.; and

WHEREAS, the BCPA has requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages within City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of Bruegala at Lincoln Park on August 22 - 23, 2014.

Section 2: Except for the dates set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 2 Administration regarding Public Comment at City Council Meetings

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

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

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

BACKGROUND: The Illinois Open Meetings Act provides "any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body." 5 ILCS 1/2.06(g). In a request for review letter on public comment at the City's previous Administration and Finance Committee, the Public Access Counselor's office concluded the Committee was required to provide an opportunity for public comment at all future committee meetings subject to any reasonable rules that are consistent with Section 2.06(g). Although the City now allows public comment at all Committee meetings, the City Code provides public comment only at the first regularly scheduled meeting of the month.

Currently, different portions of the City Code address public comment (see Section 85 generally on public comment for boards and commissions, Section 17 on public comment for City Council meetings, and Section 15 on public comment at committee of the whole meetings). The proposed ordinance eliminates the different rules applicable to City Council meetings and Committee of the Whole meetings and updates the provisions of Section 85 to make them

applicable to all regularly scheduled City Council meetings, Committee of the Whole meetings and Special Meetings. The ordinance provides there will be a fifteen (15) minute public comment period at all such meetings. It also provides public comment is limited to three (3) minutes per person and that comments may not be threatening and that disorderly conduct is prohibited. Finally, it provides that individuals may submit written comments to the City Clerk at least twenty-four (24) hours before a meeting and said comments will be copied and provided to the aldermen. Section 85 also now requires that public comment be listed at the beginning of the agenda and eliminates the provision that prohibited a person from speaking for two (2) calendar months after speaking once at a board or commission meeting. Finally, the ordinance provides that if there are more than five (5) individuals that desire to address the City Council, the order of speakers shall be decided by random draw. If an individual is not able to speak due to the time limitation, the ordinance gives the individual priority to speak at the next meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE 2014 - 82

AN ORDINANCE AMENDING THE PUBLIC COMMENT RULES FOR THE CITY OF BLOOMINGTON

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

SECTION 1. That Chapter 2, Article II, Section 15 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

> Beginning January 2012, regular meetings of the City Council of the City of Bloomington shall be held on the second and fourth Monday of each month at the hour of 7:00 p.m. in the Council Chambers of the City Hall in the City of Bloomington, Illinois, or at such other place in said City as the Council shall designate; provided, however, that should any such regular meeting fall upon any holiday recognized by and under the laws of the United States or the State of Illinois, then said regular meeting so falling on said holiday shall be held on the day following such regular meeting date at the same hour and at the place aforesaid.
>
> An adjourned meeting may be held for the purpose of completing the unfinished business of a regular meeting at such time as may be determined by the Council.
>
> On the third Monday of each month at 5:30 p.m., the City Council shall meet as a Committee of the Whole. The agenda for such meeting shall be prepared by the City Manager in consultation with the Mayor. A time for public comment shall be conducted in the manner set forth in Section ~~17(5)~~ 85 of this Chapter. No final action may be taken at a meeting of a Committee of the Whole unless it has been called as a Special Meeting as required by Section 16 of this Chapter. To the extent appropriate, the Rules set forth in Section 18 of this Chapter shall govern the proceedings of meetings of a Committee of the Whole.

SECTION 2. That Chapter 2, Article II, Section 17(5) of Bloomington City Code, 1960, as amended, shall be further amended by deleting Subsection 5 in its entirety and replacing it as follows:

> (5) Public Comment. Public comment shall be allowed as provided for in Section 85 of this Chapter.

SECTION 3. That Chapter 2, Article II, Section 85 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 2: Section 85: Public Comment.

(a) A public comment period not to exceed fifteen (15) minutes will be held during each Board and Commission meeting, as well as all regularly scheduled City Council meetings, Committee of the Whole meetings and special meetings of the City Council not designated as work sessions. Nothing herein shall prohibit the combination of meetings, at which only one public comment period will be allowed.

(b) Anyone desiring to address the Board, ~~or~~ Commission or City Council, as applicable, must complete a public comment card available in the meeting location up to fifteen (15) minutes prior to the start of the meeting. The person must include their name, address and any other desired contact information, although said person shall not be required to publicly state their address information. If more than five individuals desire to make a public comment, the order of speakers shall be by random draw. If an individual is not able to speak due to the time limitation, said individual shall be given priority to speak at the next meeting of the City Council or Board or Commission, as may be applicable.

(c) The public comment portion of the meeting ~~will~~ shall be placed on the agenda for regular City Council meetings, as well as any rescheduled meeting of the City Council, after roll call and prior to appointment recognition and/or the consent agenda. For any other special City Council meeting or meeting of any other Board or Commission of the City, public comment shall be listed on the agenda immediately after roll call.~~at the end of the agenda.~~

(d) ~~There shall be a maximum of five (5) speakers in any public comment period. In the event more than five (5) public comment cards are submitted, the Chair shall randomly select the five (5) speakers.~~ Comments are limited to three (3) minutes per speaker. A speaker cannot give his or her allotted minutes to another speaker to increase that person's allotted time.

(e) Speakers will be acknowledged by the Chair and shall address the Board, ~~or~~ Commission, or City Council, as applicable, from the designated area in the meeting location and not approach the Board, ~~or~~ Commission, City Council or City staff. Speakers will begin their statement by first stating their name ~~and address~~ for the record.

(f) ~~Statements are to be directed to the Board, or Commission, or City Council as a whole and not to individual Board, or Commission, or City Council members.~~ Public comment is not intended to require Board, ~~or~~ Commission, or City Council members to provide any answer to the speaker. Discussions between speakers and members of the audience will not be allowed.

(g) Speakers will be well-mannered ~~courteous~~ in their language and presentation. Any person who engages in threatening or disorderly behavior when addressing a Board, Commission or the City Council shall be deemed out-of-order by the

presiding officer and their time ceased to address the Board, Commission, or City Council at said meeting.

(h) After the speaker has made his or her statement, he or she shall be seated with no further debate, dialogue or comment.

(i) ~~If a speaker is afforded an opportunity to speak at a Board or Commission meeting, he or she shall be ineligible to speak again at that meeting for two (2) calendar months, inclusive of the month he or she originally spoke.~~ In addition to speaking at a meeting of the City Council, written comments may also be submitted to the City Council by filing same with the City Clerk at least 24 hours prior to the start time of the meeting. Said written comments shall be copied and distributed to each member of the City Council by the City Clerk prior to the start of the meeting and made part of the official record of the meeting. This shall include work sessions of the City Council even though no public comment period is provided at work sessions. Outside of written comments directed for a specific meeting, written comments may otherwise be shared with the City Council at any time by sending an e-mail correspondence to the entire City Council at citycouncil@cityblm.org or to individual council members at the email addresses listed on the City's website. Those without e-mail capability may submit written comments to the City Clerk's office which comments will be provided to the City Council as a whole or individual council member, as directed. Any written comments provided to the City Council as a whole will be made part of the public record. The City Clerk may establish written rules to govern the written comment process and recording of same. Nothing herein shall require the City Clerk to copy documents or records and provide them to City Council, only the written comments of an individual.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Painter the Text Amendment be reconsidered and that the Ordinance be passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Evergreen Memorial Cemetery requesting Approval to Rezone 1006 Wright St. from R - 1C, Single Family Residence District, to S - 2, Public Lands and Institutions District

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses.

BACKGROUND: The subject land is located adjacent to the Evergreen Memorial Cemetery to the east and their memorial building to the north.

This case was before the Planning Commission for a public hearing and review on July 9, 2014. The petitioner explained the request is part of a long term plan for the Cemetery to provide off

street parking. No one else from the public spoke in support of or in opposition to the petition. The Planning Commission voted to recommend approval of the rezoning by a vote of 10 - 0.

Staff believes that the S - 2 zone will be compatible with the adjacent zoning. This is because half of the land surrounding the subject site is the Cemetery itself. The nearby homes should also be compatible as the parking lot will not generate possible nuisances such as that of new buildings and land uses like noise or odors. The new parking lot should not generate more traffic or congestion to the Cemetery and may even displace existing on street parking. Therefore staff supports the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 23, 2014 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 (70) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: There should be a slight decrease in property taxes for the City upon approval of the rezoning because of the demolition of the existing house. However, there should be no need for increased City services.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim PACE Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Evergreen Memorial Cemetery, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That said premises legally described in Exhibit "A" presently has a zoning classification of R - 1C, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;

4. That your petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S – 2, Public Lands and Institutions District, zoning district classification;

5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and

6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R - 1C to S - 2.

Respectfully submitted,

By: Amelia S. Buragas, Vice President
Evergreen Memorial Cemetery

ORDINANCE NO. 2014 - 83

AN ORDINANCE REZONING 1006 S. WRIGHT STREET FROM R - 1C SINGLE FAMILY RESIDENCE DISTRICT TO S – 2, PUBLIC LANDS AND INSTITUTIONS DISTRICT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit "A"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit "A" shall be and the same are hereby rezoned from R - 1C, Single-Family Residence District to S – 2, Public Lands and Institutions District.

2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.

3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner,
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description

Lots 3 and 4 except the South 55 feet of said Lot, in Block 1 in J.E. McClun's Second Addition to the City of Bloomington, situated in McLean County, Illinois.

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive the Formal Bid Process and Approve Contract for Bloomington Center for Performing Arts (BCPA) HVAC Computer Software and Hardware Upgrade and Maintenance

RECOMMENDATION/MOTION: That the formal bid process be waived, the seven (7) year agreement with Technical Solutions Services Inc., East Peoria, a sole source provider, for TSS Software and Hardware upgrade be approved, in the amount of $12,650 per year, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; 2e. Investing in the City's future through a realistic, funded capital improvement program, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The current BCPA building management system has been in use since the renovation of the facility in 2006. The system manages heating and cooling controls for the BCPA and is critical to maintaining the best possible conditions for patrons. The current software version is no longer used by TSS and is overdue for an upgrade.

At the time of the BCPA renovation, PJ Hoerr, the general contractor, selected Technical Solutions Services Inc., to furnish and install a computer activated building management system at a total cost of $126,000. Staff was presented with a yearly maintenance contract on this system. It was declined by the then director, Bruce Marquis, as this was all new equipment which would not need repairs for at least five (5) years. Staff then contacted the City's Information Systems Department and asked if they would support the software and hardware system and the response was negative. The BCPA started having problems with the system communicating between the software and the hardware controls in November 2006. This situation continued through the summer 2007 and was fixed by TSS under the warranty period of the system. Maintenance issues continued with the system and the lack of a maintenance contract exacerbated the issues. The system is currently at the point where staff has to perform more manual control of the units placing undue wear and tear on expensive heating and cooling equipment.

The 2013 Faithful & Gould report stated that "Software packages for the Building Management System typically have a useful life of ten (10) years or less depending on manufacturer updates and system obsolescence". The BCPA's HVAC controls system is now eight (8) years old and has not experienced an upgrade since the installation in 2006. Staff contacted TSS who made a site visit on January 16, 2014. Staff informed TSS of numerous problems. TSS conducted an extensive evaluation of the system software and hardware in order to determine the scope of repair/replacement needs. On March 19, 2014, staff reviewed a proposal from TSS which covered upgrades on the system on a five (5) year payment contract. Staff reviewed the scope of work and found it covered necessary problems. Staff requested TSS to revise the time frame of the contract to make it more manageable for budgetary purposes. On May 14, 2014, staff reviewed a seven (7) year payment plan proposal including the costs and condition upgrades and found it to be acceptable.

The scope of work will include upgrading the existing Tridium R2 software platform to the new AX platform complete with new graphics and floor plans. The heating and cooling Raptor controls will be replaced, in addition to replacement and calibration of broken temperature sensors and thermostats, upgrade the air handler controllers, and replacement of any field devices, relays and transformers not compatible with the new platform.

A Preventive Maintenance Agreement in the amount of $2,500 annually will be paid from line 71050, Building Repair and Maintenance. This agreement covers a review of the software programs four (4) times per year, diagnose system problems, perform software backups, review work performed during the year, run diagnostic tests for software system, raptor controllers, space temperature sensors and thermostats, field devices, relays and transformers. Correction of any software or hardware problems, inspect and calibrate the above listed sensors and devices will also occur.

Staff has contacted IS and they stand ready to provide an internet connection for remote access to TSS. The Interim Facilities Manager has been consulted on this project and stated "the controls are the brains behind the system and without a current/well maintained control system, the building is inefficiently functioning and putting added wear and tear on major components (chillers, boilers, exhaust system, etc.)… in my opinion, this isn't something that can keep being

pushed off". The Procurement Manager has been consulted on this project and stated "it appears that this work is badly needed and overdue, making these upgrades will reduce energy usage, cost of operation and unnecessary wear and tear on the HVAC system and replacing the system is not an economically sound alternative."

Staff is recommending the seven (7) year agreement with TSS as this proposed upgrade will reduce our real costs over the life of the agreement and ensures the most up to date system with which daily operations can be managed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff shared the TSS proposal with Ketchmark & Associates, Inc., Consulting Engineers, for a third party review. Ketchmark & Associates have been assisting the City with the HVAC repairs to the Coliseum and have been found to be highly knowledgeable in the subject matter. In the review provided by Ketchmark, two (2) points of clarification were suggested. 1.) Ensure the devices and controllers are "open". An open system allows the City to utilize a variety of vendors, (including City staff), to perform maintenance and repairs. A non-open system would require a TSS installer to perform the work which could potentially reduce any cost saving measures experienced by the City. Following this advice, staff contacted TSS and verified that the proposed devices and controllers are open and would allow for outside vendors to perform necessary maintenance and repairs. 2.) Ketchmark also noted the TSS proposal does not specify what the new platform will be. In April 2014, there was a 4.0 version release of the proposed Tridium platform, however; this platform was stated by Ketchmark to be prone to bugs as most new systems can be. It was recommended that the City utilize a previous version of the Tridium system with an option to upgrade to the 4.0 version once it has matured. Staff contacted TSS and verified that the proposed new platform will be the 3.7 version with an option to upgrade at no cost to a newer version.

Finally, it was suggested by Ketchmark that the City establish a facility controls system master plan. One component of this plan would be to establish a singular controls platform which would allow personnel to "log on" to a single website to be able to monitor and control multiple buildings. Currently, the Coliseum utilizes a Johnson Controls platform which is different than the proposed TSS platform for the BCPA. Staff recommends continuing with TSS at the BCPA for several reasons. Changing vendors would represent a significant cost to the City. If the City were to go with Johnson Controls, (as currently used in the Coliseum), many of the existing devices, controllers, and relays would have to be replaced and all the wiring would have to be pulled. Estimates of this cost could be double the proposed contract with TSS. Staff also believes the TSS system is just as competitive as any other comparable system on the market. Staff believes the previous maintenance issues would have been more easily resolved if the City had entered into a maintenance agreement and the system would have received the necessary upgrades. While there is certainly value in a controls master plan and utilizing a singular controls system, the needs of the BCPA controls system are immediate. The time to develop a controls master plan and properly vet a controls system which would best suit the needs of all the City's facilities is not feasible given the BCPA's immediate needs. Staff recommends continuing with TSS and allowing for the proper time to develop a master plan for City facilities controls.

FINANCIAL IMPACT: For Fiscal Year 2015, the BCPA budgeted $8,500 in the Capital Lease – Capital Outlay Equipment Other than Office (40110131 - 72140) for the HVAC hardware/software. The difference of year one costs, $1,650, would come from the BCPA Capital Outlay Equipment Other than Office line item (10014125 – 72140 - 20000) and the remaining $2,500 for annual maintenance would come from BCPA - Building Repair & Maintenance line items (10014125 - 70510 - 20000). The remaining six (6) years at $10,150 per year for a total of $60,900 will be proposed in the future budget years from line item (10014125 - 72140 - 20000). The Preventive Maintenance Agreement in the amount of $2,500 annually will be requested in the future budget years from the BCPA - Building Repair & Maintenance line items (10014125 – 70510 - 20000). Stakeholders can locate the FY15 payments in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 212 and in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 102.

Respectfully submitted for Council consideration.

Prepared by:	David Young, Facilities Manager & Event Coordinator
Reviewed by:	Jon C. Johnston, Procurement Manager Tina Salamone, Performing Arts Manager Derrick Hengstebeck, Interim Facility Manager
Financial & budgetary review by:	Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 35

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF TSS SOFTWARE AND HARDWARE UPGRADE AND MAINTENANCE AGREEMENT FOR THE BCPA FROM TECHNICAL SOLUTION SERVICES INC. AT A PURCHASE PRICE OF $12,650 PER YEAR FOR SEVEN (7) YEARS

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

1. That the bidding process be waived and the Purchasing Agent be authorized to TSS Software and Hardware Upgrade and Maintenance Agreement for the BCPA at a Purchase Price of $12,650 per year for seven (7) years.

ADOPTED this 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

Alderman Lower expressed his concern regarding this item. He noted the seven (7) year commitment. He questioned other alternatives. He specifically cited a shorter term as an example. He stated his belief that the Bloomington Center for the Performing Arts, (BCPA), should be self sufficient. The City had decided to tax and spend. He expressed his concern regarding affordability.

David Hales, City Manager, addressed the Council. The BCPA's HVAC (Heating, Ventilating & Air Conditioning), system was in serious need of an upgrade. There were concerns regarding cost effectiveness. This request went beyond maintenance. There would also be an upgrade to the hardware and software. The current system was out of date. There was no maintenance. The system was similar to the HVAC system at the US Cellular Coliseum. The key was operating effectiveness. This request was critical to the facility's maintenance.

Alderman Stearns noted that the BCPA opened in 2006. She questioned the warranty. The memorandum stated that the software was obsolete and included a request for a long term contract. She did not understand and expressed her concern regarding this item.

Mayor Renner was not surprised that the software was out of date after seven (7) years.

Mr. Hales cited the Council memorandum. At a point in time, system support had stopped.

Alex McElroy, Asst. to the City Manager, addressed the Council. He cited the two (2) year warranty for the hardware and software. The City declined a five (5) year support plan. At this time, the system was obsolete.

Alderman Stearns questioned if the system would have to be updated every seven (7) years. She questioned future costs.

Alderman Black expressed his concern regarding cost over time. The BCPA was an older building. The City needed to be efficient when addressing energy costs. It appeared that this system would reduce these costs. This would be the best use of City funds.

Alderman Fazzini noted that the Council had declined a maintenance agreement. A decision was made by the Council and City staff in 2006.

Mr. McElroy noted that system upgrades had not been provided. Staff had requested the upgrades over a seven (7) year period.

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the formal bid process be waived, the seven (7) year agreement with Technical Solutions Services Inc., East Peoria, a sole source provider, for TSS Software and Hardware upgrade be approved, in the amount of $12,650 per year, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Alderman Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Request to Approve a Budget Amendment to Account 10016110 - 70425 in the General Fund and Approve Lease Agreement for 104 - 106 E. Oakland Ave., the former Connect Transit Bus Storage Depot, a/k/a the Bus Barn

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Account 10016110 - 70425 in the General Fund be passed, the lease agreement with Connect Transit be approved, in the amount of $5,226.54 per month ($62,718.50 per year) for three (3) years, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City began using Connect Transit's former Bus Barn, in fall 2012 as a result of two (2) unrelated developments. First, Connect Transit, (formerly the Bloomington-

Normal Public Transit System), had opened a new facility and no longer used the site. Second, the City had taken two (2) small storage properties out of service because the buildings were too dilapidated, and needed interior and outdoor storage. Connect graciously allowed the City to use the Bus Barn, located directly south of Public Works' facilities, at no cost other than insurance. This agreement for free use of the facility was always meant as a temporary arrangement; it never was stated or inferred to be permanent.

The space has proven valuable as a staging area for the rollout of new refuse toters and, before that, new recycling toters. It allows the City to stage a quick response to snow and ice events. It also answers Public Works storage needs in the short term.

Connect wants to move forward with the lease or sale of this property either to the City or some other interested party. City administration considered purchase or lease to own but believed a standard lease for $62,178.50 for three (3) years best served the City's interests. Agreeing to the three (3) year lease does not preclude a lease extension or property purchase. Public Works has a pressing need for this space, and staff believes the terms of the proposed lease are reasonable.

Need: Without the Bus Barn, the City would either have to build, buy or lease other space or reduce its level of responsiveness to snow/ice events. This reduced level of safety and reduced level of service during snow and ice events would be contrary to the public interest and would be highly unpopular among the general public.

- **Indoor parking:** It does not benefit a vehicle to sit outside, especially in the winter. The City has far less indoor space than needed to accommodate Public Works' equipment. However, the City owns a number of vehicles that *must be stored indoors* – some at all times and some only in cold weather. This is because they hold water or paint and/or they have sensitive electronics and/or they have hydraulic equipment susceptible to damage. Vehicles that must be stored indoors during cold weather include:
    - Eleven (11) automated garbage and recycling trucks;
    - One (1) sewer camera truck;
    - One (1) paint truck used for road markings;
    - Three (3) street sweepers; and
    - Two (2) Vactor trucks used for sewer maintenance and emergencies.

The Public Works' facility on S. East St. currently can accommodate all of these. However, it leaves little room for other vehicles, a fact that is especially harmful to our snow/ice response strategy, as explained below.

- **Street salt preparation:** When it becomes evident that a snow/ice event will strike in a matter of hours, Public Works preloads some of its dump trucks with salt. The City cannot leave these loaded trucks outside. Salt cannot sit for hours outside in a parked dump truck. The salt hardens and will not readily be expelled from the truck as needed. The salt will clump together with precipitation. The City used to park these preloaded trucks at the Public Works' garage. The purchase of modern, large, automated garbage and recycling trucks means there no longer is room. The Bus Barn accommodates up to sixteen (16) dump trucks. Using the preloaded trucks staged at the Bus Barn allows

Public Works to instantly deploy sixteen (16) salt spreading vehicles once the weather response is initiated and then may gradually deploy another nineteen (19) salt spreading vehicles as additional employees enter the event response.

- **Undesired alternative:** If dump trucks are not preloaded and sheltered from the elements, the trucks will have to be loaded at the Salt Dome one at a time after a worker call in. The City would encounter a slowed response and a chronic vehicle tie-up at the Salt Dome. In other words, these dump trucks will be queued at the Salt Dome waiting to load instead of being on the road spreading salt and plowing snow.

Property appraisal: Connect Transit had the property appraised in May 2011 in preparation for potential sale. The listed price of $720,000 was based on an appraisal by Brian A. Finch, MAI, and a confirming appraisal by Park-Stoutamoyer & Associates Inc. Mr. Finch performed another appraisal in September 2013 and this time placed the value at $625,000. Park-Stoutamoyer again confirmed the appraisal.

Rental comparison: The facility contains 19,298 square feet (sf) of building area, putting the annual rental cost at $3.22 per foot per year. Isaac Thorne, Connect's Procurement Director, stated via electronic mail that three (3) comparable sites were examined:

- 2402 E. Empire St. $3.80/sf/year
- 2439 S. Main St. $2.50/sf/year
- 3 Quest Dr. $5.50/sf/year

The asking price of $3.22/sf/year falls between the mean price ($3.93) and the median price ($3.15) of the three (3) compared properties.

Cost of upkeep: The proposed lease requires that the City be responsible for all upkeep and utility costs.

Roof issues/renovation potential: A City examination of the roof shows it in a state of serious disrepair and in need of replacement. The roof has multiple cave-in points. It is of non-standard construction. The City did not generate a formal repair estimate. The roof condition renders the office space portion of the facility unusable. There are no indications of major roof concerns over the area to be used as vehicle storage. It is important to note that no extensive investigation was completed. A visual inspection by the Interim Facility Manager was completed. If the roof were to need repair during the lease, it would be performed by Connect Transit as long as there was no negligence by the City. No asbestos investigation has been conducted, but the age and nature of the structure would suggest potential for a limited amount of asbestos with need for abatement. Asbestos was not a major concern at this time because of how the facility is intended to be used.

In conclusion, using the office portion of the building would likely be cost prohibitive if the building is leased. However, Public Works has no plan to use the office area. If Council approves the lease, City workers will continue to make use of the storage while leaving the roof as is and not use the office areas.

Usefulness of the grounds: The full area of land is 76,000 square feet, and parts of this property provide exterior storage. The grounds have been valuable for storage of wheeled refuse and recycling toters.

Diesel fuel station: The property contains a diesel fueling station that is not currently used. It is certified as up to date with the State Fire Marshal, meaning it can remain as is for the time being. If the property were purchased, the City could eventually incur financial liability for removal of the pump.

Storage solutions: The Public Works Department, City Administration and Council should examine short term, medium term and long term storage options.

- Short term answer: Lease of the Bus Barn presents a short term solution.

- Medium term: City staff will examine cost and logistics of low cost parking bays or a Morton building along the south portion of the Public Works Garage property. The City also owns a nearby parcel, the HAVCO site, which could house covered parking bays, exterior storage or both. It provides options for Council. The City can terminate the lease with six (6) month notice.

- Long term: The City may want to relocate Public Works to another facility, either a new facility or one retrofitted to the needs of the department. the Staff will budget for land acquisition, study options and bring alternatives to the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This item was not budgeted in FY 2015. The proposed budget amendment will increase the General Fund budget expenditures by $62,718.50 in Public Works Administration - Lease (10016110 - 70425).

Respectfully submitted for Council consideration.

Prepared by:	Stephen Arney, Public Works Administration
Reviewed by:	Jim Karch, Director of Public Works
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 77

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2015

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; 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 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, 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 2014 - 35.

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

PASSED the 28th day of July, 2014.

APPROVED this 29th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

CONNECT TRANSIT
COMMERICAL LEASE AGREEMENT

This Lease Agreement is entered into as of _____, 20___, by and between Connect Transit, ("Landlord") and City of Bloomington. ("Tenant").

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

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

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

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

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

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

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

Section 7. Maintenance and Repair. Subject to provisions of Section 11, below, relating to destruction of or damage to the Premises, and Section 12, below, relating to condemnation of the

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

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

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

(a) comprehensive public liability insurance having limits of not less than $1,000,000 for bodily injury or death to one person, $1,000,000 for bodily injuries or death arising out of one occurrence, and $500,000 for property damage;

(b) fire and extended coverage insurance in an amount equal to at least 100 percent of the current replacement value of the Premises.

It is understood that Tenant self insures for losses covered by subsections (8(a) and 8(b). The stop-loss insurance policy of Tenant must comply with the requirements of this paragraph with regard to insurance limits. So long as the stop-loss policy complies with this paragraph, Tenant shall be deemed in compliance with the requirements of this paragraph 8. Each insurance policy furnished under this Section 8 shall be issued by a responsible insurance company acceptable to Landlord which company shall be authorized to do business in Illinois, and such insurance coverage may be written under a blanket policy or policies obtained by Tenant, which policy

may include other real estate owned or leased by Tenant. Tenant and Landlord shall all be named as insured parties in each such insurance policy, and each policy shall provide for written notice to Landlord at least ten days prior to any cancellation, modification, or lapse thereof. Tenant shall furnish landlord with memorandum copies of such insurance policies prior to the commencement of the lease term.

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

(a) no Alteration shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

(b) no Alteration shall reduce or otherwise impair the value of the Premises;

(c) no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorization of all governmental authorities having jurisdiction with respect to such Alteration;

(d) any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits;

(e) Tenant shall hold Landlord harmless from and against any liens and claims for work, labor, or materials supplied to the premises at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor or materials supplied to the Premises at the direction of Tenant, Tenant shall, at Landlord's option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Landlord in an amount not less than the amount of the lien or claim being filed; and

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

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

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

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

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

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

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

(a) declare this Lease to be in default, in which event this Lease shall immediately cease and terminate, and Landlord may possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action when Landlord may have against Tenant for rent and other charges payable by Tenant hereunder (both past due and rent due Landlord through date of Landlord's possession and past due payable by Tenant)), damages, or breach of covenant, in respect to which Tenant shall remain and continue liable notwithstanding such termination; or

(b) relet the Premises, or any part thereof, for such term or terms and on such conditions, as Landlord deems appropriate. for and on behalf of Tenant, for the highest rental reasonably attainable in the judgment of Landlord, which reletting shall not be considered as a surrender or acceptable back of the Premises or a termination of this Lease, and

recover from Tenant any deficiency between the amount of rent and all other charges payable by Tenant under this Lease and those amounts obtained from such reletting, plus any expenses incurred by Landlord in connection with such reletting, including, without limitation, the expenses of any repairs or alterations Landlord deems necessary or appropriate to make in connection with such reletting and all sums expended for brokerage commissions and reasonable attorney's fees, but Landlord shall be under no duty to relet the Premises.

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

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

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

If Tenant fails to pay by their respective due dates all rents, charges or other obligations to be paid by it pursuant to the terms hereof, or fails to make necessary repairs to the Premises, or fails to perform any other duties which it is required to perform hereunder, then Landlord, at its option, may do so and the amount of any expenditure attributable to such action by Landlord, plus accrued interest at the rate of one percent per month, (12%) per annum from the time each such expenditure is made until reimbursed, shall immediately become due and payable to

Landlord and shall be considered additional rent hereunder; but no such payment or compliance by Landlord shall constitute a waiver of any such failure by Tenant or affect any right or remedy of Landlord with respect thereto.

Section 15. Holding Over by Tenant. If Tenant shall continue in possession of the Premises beyond the termination of the lease term, such holding over shall be considered an extension of this Lease for a one-month period and so on, from month to month, until terminated by either party by giving not less than 30 days written notice of termination to the other. Such holding over shall be upon the same terms and conditions as are set forth in this Lease.

Section 16. Surrender of Premises. Upon termination of this Lease, whether by lapse of time or otherwise, or upon the exercise by Landlord of the power to enter and repossess the Premises without terminating this Lease, as hereinbefore provided, Tenant shall at once surrender possession of the Premises to Landlord in a condition and order of repair substantially similar to its original condition and order of repair upon the commencement of the lease term, reasonable wear and tear and damage by events of casualty described in Section 11, excepted, and shall at once remove all of Tenant's personal property and trade fixtures from the Premises. Upon any such termination, Tenant shall, as directed by Landlord, either remodel any addition to the Premises constructed by Tenant under Section 9, above, so as return the Premises to its original condition, reasonable wear and tear excepted, or remove such addition from the Premises. Any such remodeling or removal of any addition to the Premises shall be made by Tenant at its sole cost and expense. If, upon any such termination, Tenant does not at once surrender possession of the Premises and remove such of its property as allowed by Landlord, Landlord may forthwith re-enter and repossess the same and remove all of Tenant's property without being guilty of trespass or of forceful entry or detainer or without incurring any liability to Tenant for loss or damage to Tenant's property. Upon any such removal of Tenant's property, it shall be considered to have been abandoned and may either be retained by Landlord as its property or may be disposed of at public or private sale as Landlord sees fit. If any such property is either sold at public or private sale or retained by Landlord, the proceeds of any such sale or the then current fair market value of the property, as the case may be, shall be applied by Landlord against Landlord's expenses of removal, storage or sale of such property, the arrears of rent and other charges or future rent and other charges payable hereunder, and any other damages to which Landlord may be entitled hereunder. Tenant shall repair, at its sole cost and expense, any damage to the Premises resulting from the removal of its property as allowed hereunder.

Section 17. Entry by Landlord. Landlord shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, and during the last year of the lease term, or any renewal or extension thereof, Landlord may exhibit the same for sale or rent; provided, however, that Landlord shall not unreasonably interfere with Tenant's use of the Premises.

Section 18. Time of the Essence. Time is of the essence in the performance and observance of each and every term, covenant and condition of this Lease by both Landlord and Tenant.

Section 19. Assignment. Tenant shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be subject to terms

and conditions as Landlord considers necessary in order to protect its interest in the premises; provided, however, that no assignment of this Lease, whether by act of tenant or by operation of law, and no sublease of the premises, or any part thereof, by or from tenant, shall relieve or release tenant from any of its obligations hereunder.

Section 20. Governing Law. This Lease shall be subject to and governed by the laws of the State of Illinois.

Section 21. Amendments. No amendment to this Lease shall be valid or binding unless such amendment is in writing and executed by the parties hereto.

Section 22. Severability of Provisions. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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

Connect Transit	**City of Bloomington**
By: _____	By: Tari Renner
Name: Andrew Johnson	
Title: General Manager	Title: Mayor
Date: _____	Date: July 29, 2015
Attest: _____	Attest: Tracey Covert
Name: Dave White	
Title: Safety and Training Director	Title: City Clerk
Date: _____	Date: July 29, 2014

Mayor Renner introduced this item.

Alderman Lower noted the property's condition. He recommended that tarps be placed on the trucks. City staff needed to complete due diligence and present alternatives. He questioned the need to spend these funds and the three (3) year commitment.

David Hales, City Manager, addressed the Council. City staff had investigated other options. Due to the facilities proximity and size, it fit the City's need. City staff

would continue to evaluate other options. The contract included a six (6) month notice option to terminate. He added that the City had used the facility without cost for two (2) years.

Mayor Renner questioned tarping the trucks.

Jim Karch, Public Works Director, addressed the Council. This item was a short term solution. City staff continued to research mid term options. He addressed tarping the trucks as they would be filled with road salt. There needed to be a long term plan. This facility addressed the City's short term needs. He noted the City's ability to opt out of the agreement. He added that the City had used the building for two (2) years at no cost. City staff continued to research mid term options which would include a covered facility.

Alderman Schmidt understood the vehicle protection needs of the City. She expressed her concern regarding the condition of the building's roof. She questioned if this was the best solution for the City. She also questioned why the City was being asked to pay after two (2) years at no cost.

Mr. Karch noted that the Transit District planned to move forward. The City would not use the building's office area. The City needed space to store large vehicles. This agreement would not be an expansion of the Public Works Department. It would fill the gap.

Alderman Schmidt questioned what occurred at the Transit District that payment was requested.

Mr. Hales noted there was a plan to sell the facility. An appraisal was done and no offers were received. He noted neighborhood changes. There was no ready market. The Transit District board had fiduciary responsibility. Federal dollars were used to purchase the site and construct the building. Revenue needed to be derived from same.

Mr. Karch cited federal government regulations. The City was currently using the property.

Alderman Stearns addressed the Council memorandum. She noted that no money had been budgeted for this lease. She questioned staff's plan.

Mr. Karch noted that buildings had been demolished. He cited discussions regarding a campus for the Public Works Department. The City needed a mid and a long term plan.

Alderman Stearns recommended utilizing Fire Station #5. She restated that nothing had been budgeted. She cited the condition of the facility's roof. The City should not allow use of this facility based upon fire and safety concerns. The Council needed to be presented with other options.

Mayor Renner stated that City staff did not know that there would be a cost to use the facility.

Alderman Stearns was not comfortable with the building's condition.

Alderman Lower expressed his opinion that there were other facilities.

Mr. Karch noted that Justine Robinson, former Economic Development Coordinator, had researched other facilities. There were sixteen (16) trucks that needed coverage storage. In addition, the facility needed to be located in the City's core. Upon evaluation, Ms. Robinson did not find another viable option.

Alderman Lower believed that the City should issue a Request for Proposal (RFP) in order to identify a viable, cost effective alternative.

Alderman Mwilambwe questioned what would happen if the Council denied this request.

Mr. Karch noted that any alternative would be dependent upon Council approval. The City will need a location come November/December. He expressed his willingness to work with the City's Finance Department staff regarding an RFP.

Mr. Hales readdressed the six (6) month termination clause. This provided both parties with some certainty. He cited the building's location and the City's service level regarding snow removal. Ms. Robinson had reached out to real estate brokers. City staff had continued to search.

Alderman Fruin expressed his concern regarding the situation. He questioned if anyone on the Council had visited the facility. He planned to support staff's recommendation. It was a short term lease with an opt out clause. The Council needed to take care of City equipment.

Alderman Black was not comfortable with this item. He cited the six (6) month opt out language. The City needed to find more suitable locations. He encouraged staff to think regionally and work cooperatively with McLean County and the Town of Normal.

Mayor Renner expressed his opinion that this item would be difficult to collaborate on.

Motion by Alderman Fazzini, seconded by Alderman Black that the Ordinance Amending the Budget Ordinance to add funds to Account 10016110 - 70425 in the General Fund be passed, the lease agreement with Connect Transit be approved, in the amount of $5,226.54 per month ($62,718.50 per year) for three (3) years, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Alderman Stearns, Schmidt and Lower.

Motion carried.

The following was presented:

SUBJECT: Downtown Transportation Hubs – Changes for the 2014 - 15 School Year

RECOMMENDATION/MOTION: Discussion only.

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 Downtown Traffic Committee held a meeting on June 25, 2014 to discuss the issues surrounding the vehicle for hire hubs in Downtown. There have been issues with towed vehicles in those areas.

In attendance were Tricia Stiller, Downtown Business Association's, (DBA), Executive Director, Jim Karch, Public Works Director, Asst. Police Chief Clay Wheeler, City engineering staff and Sue McLaughlin, Interim Asst. City Manager.

Options

Options to address this issue were discussed. There were a number of ideas presented including:

- Better signage;
- Valet service potential;
- Moving hub(s) to single, central location; not safe for citizens;
- Parking decks:
    - Concerns regarding Market St. state of disrepair; people find it uninviting;
- Downtown ambassador program:
    - Ms. Stiller said they are discussing this; would provide volunteers to assist and direct people day and night; and
- Marketing efforts:
    - Work with local businesses to communicate hubs to patrons.

Incremental Steps

The committee decided to proceed in the following ways:

- Create a better sign to draw attention to hubs using the universal tow zone sign;
- If the signs are not successful on their own, stripe/paint pavement to delineate spaces; and
- Create signs/posters that can be posted at businesses; work with Nora Dukowitz, Communications Manager, to help market and do a big push about the hubs through social media and Downtown businesses.

Signs
The signs were created several weeks ago. They are double in width from the standard sign and bright red and white. City staff will install them in twelve (12) spots at the three (3) hubs:

* Front St., south side from Lee St. to Madison St.
* Washington St., south side from Center St. to Main St.
* Main St., east side from Market St. to Mulberry St.

Downtown businesses, as well as the Police Department, have expressed that the signs are easy to see, read and understand.

Next Steps

- Striping/pavement markings in these hubs. The committee recommends white dashes, or blue or yellow stripes. Obviously, because these spaces are open during the day, we cannot merely delineate them as taxi lanes or tow away zones in their entirety.
- PR campaign focusing on citizen safety in conjunction with the DBA.
- Continue to research other ideas/community solutions.

The committee agreed that this is not an easy fix, but the universal tow-away picture signs are a good first step.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Traffic Committee

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He cited the efforts of the Downtown Entertainment Task Force and the challenges in the Downtown. He addressed exiting out of the Downtown safely for vehicles and pedestrians.

Sue McLaughlin, Interim Deputy City Manager, addressed the Council. Work processes commenced in June. Trisha Stiller, Downtown Bloomington Association's (DBA) Director, participated in same. She noted the number of signs which had been found confusing. Signage was considered. She referenced the Council memorandum. The

vehicle for hire hubs had been established to curb vehicular traffic. The goal was for passenger vehicles to park in the City's parking garages.

She noted that the DBA was in the process of establishing an ambassador's program. She addressed marketing efforts. Incremental steps would be taken. She presented a universal towing sign. It would be installed at 6½' high prior to Illinois State University and Illinois Wesleyan University's fall semesters. Pavement markings would be added. There would be a PR (Public Relations) campaign with the DBA. Derrick Hengstebeck, Interim Facilities Manager, would be engaged to address parking garage usage. Research would continue.

Ms. McLaughlin also presented a parking schedule sign. It was one idea for discussion. She had spoken with Brendan Heffner, Police Chief. Chief Heffner expressed his opinion that the hubs had been of benefit. In addition, their spread out location was seen as a benefit. The key was to address safety. City staff was open to ideas.

Alderman Schmidt expressed her thanks for the presentation. It was unclear if the other signs would be removed.

Ms. McLaughlin believed that this would be an additional sign but it would also be the lowest one.

Alderman Schmidt expressed her interest in clarity. She believed that the other signs should be removed.

Ms. McLaughlin offered to discuss this request with the City's Traffic Engineer.

Alderman Black believed that this was an urgent business matter for the Downtown. He addressed the parking schedule sign. He believed that the challenges would be overcome. The City should charge for parking in the Downtown. He believed that this change would create traffic flow, i.e. people flow.

Alderman Fazzini recommended that that plan move forward. He acknowledged that he was color blind.

Alderman Stearns questioned the impact of these changes upon the bar scene.

Ms. McLaughlin cited the goal which was to keep passenger vehicles out of the hubs. This would result in less vehicles being towed by the City.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He thanked the City's Finance Department staff for their efforts on the City's budget. The budget books, CD, (Compact Disks), and budget in brief had been distributed. He also cited Alex McElroy, Asst. to the City Manager, who assisted with same. This information would be placed on the City's web site.

Mr. Hales also recognized Mike Kimmerling, Fire Chief, who acted as City Manager during his recent absence from the City.

MAYOR'S DISCUSSION: Mayor Renner noted the July 25, 2014 Mayoral Open House. Various items were discussed. He thanked Aldermen Schmidt and Fazzini for attending the Rt. 66 Visitor's Center groundbreaking which was held on Wednesday, July 30, 2014.

He informed the Council that he would be out of town from July 30 – August 10, 2014. Alderman Black would attend the August 8, 2014 Mayoral Open House.

ALDERMEN'S DISCUSSION: Alderman Lower addressed welcoming new residents to the City. He noted the number of road projects and believed that the City needed to encourage all to watch for construction crews.

Alderman Stearns addressed the sewer issue. Citizens were concerned. She questioned City's maintenance of inlets and pavements. She expressed her concern regarding private sewers in the public right of way. She expressed her concern that the City's actions would discourage investment in the City's older neighborhoods. She cited the impact upon property values and District 87 schools.

Mayor Renner noted that the City's sewer policy was cited in Ordinance.

David Hales, City Manager, addressed the Council. The conversation had been started.

Alderman Stearns believed that there were a number of options.

Alderman Schmidt thanked Alderman Stearns for addressing this item. This was the only topic from the July 21, 2014 Committee of the Whole meeting that she had received feedback on. She also was concerned about the impact upon the City's older neighborhoods.

Motion by Alderman Schmidt, seconded by Alderman Fazzini, that the meeting be adjourned. Time: 8:13 p.m.

Motion carried.

Tracey Covert
City Clerk

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