

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, JUNE 9, 2014 7:00 P.M.

1. **Call to order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call of Attendance**
5. **Public Comment (*15 Minutes*)**
6. **Recognition/Appointments**
 - A. **Proclamation of June 9, 2014 as Illinois Wesleyan University Men's Basketball Final Four Day.**
7. **Consent Agenda**
 - A. **Council Proceedings of May 27, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of May 27, 2014 be dispensed with and the minutes approved as printed.)**
 - B. **Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. **Renewal of Annual Water Billing Software Maintenance Agreement. (Recommend that the Maintenance Agreement Renewal and Payment to Springbrook Software be approved, in the amount of \$29,733.25, and the Procurement Manager be authorized to issue a Purchase Order.)**
 - D. **Payment for Renewal of Software Maintenance Agreement to Tyler Technologies for Various Munis Modules. (Recommend that the payment for renewal of the Software License Maintenance and Support Agreement with Tyler Technologies be approved, in the amount of \$148,792.70, and the Procurement Manager be authorized to issue a Purchase Order.)**

- E. Request to Approve a Budget Amendment to Account 20900940 – 72130 in the General Fund and to authorize the Purchase of One (1) 2015 Ford Interceptor Sedan Police Package Vehicle for the Police Department. (Recommend that the Ordinance Amending the Budget Ordinance to add funds to Account 20900940 - 72130 in the General Fund be granted and that the purchase of one (1) 2015 Ford Interceptor Sedan Police Package Vehicle using the Northwest Suburban Purchasing Cooperative Contract Number 121 from Currie Motors, Frankfort, IL be approved, in the amount of \$29,111, the Procurement Manager be authorized to issue a Purchase Order.)**
- F. Request to Approve a Budget Amendment to Account 40100100 – 70050 in the Capital Improvement Fund and Prepare Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure. (Recommend that the Ordinance Amending the Budget Ordinance to add funds to Account 40100100 – 70050 in the Capital Improvement Fund be passed, the proposal from Walker Restoration Consultants for Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure be approved, in the amount of \$136,000, the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.)**
- G. Suspension of Ordinances to Allow Consumption of Alcohol at Lincoln Park on June 21, 2014 and August 10, 2014 for two (2) BCPA Outdoor Concerts. (Recommend that the Ordinance be passed.)**
- H. Application of Bloom Mart, Inc., d/b/a Bloom Mart Citgo, located 1810 S. Morris Ave., for a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. (Recommend that an GPBS liquor license for Bloom Mart, Inc., d/b/a Bloom Mart Citgo, located 1810 S. Morris Ave., be created, contingent upon compliance with all applicable health safety codes with the following condition: 1.) all employees must be BASSET certified within ninety (90) days after the license is issued.)**
- I. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on June 21, 2014. (Recommend that the Ordinance be passed.)**
- J. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 3, 2014. (Recommend that the Ordinance be passed.)**
- K. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 23, 2014. (Recommend that the Ordinance be passed.)**
- L. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on September 20, 2014. (Recommend that the Ordinance be passed.)**

- M. Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 1, 2014. (Recommend that the Ordinance be passed.)**
- N. Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 15, 2014. (Recommend that the Ordinance be passed.)**
- O. Lake Bloomington Lease Transfer Petition for Lot 2, Block 10 of Camp Potawatomie, from the estate of Charlotte J. Brucker (deceased) to Dustin A. Brucker and Dagan A. Brucker. (Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- P. Lake Bloomington Lease Transfer Petition for Lots 1 and 2, Block 5 of Camp Kickapoo, from Ollie (deceased) and Dorothy Myers to Rayan, LLC. (Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- Q. Petition from Wendell Niepagen requesting approval of an Expedited Final Plat for Metro Communications Subdivision located south of Fox Creek Rd. and north of Veterans Pkwy. (Recommend that the Final Plat be approved and the Ordinance passed subject to Petitioner compliance with the Tap-On Fee Memorandum prior to recording.)**
- R. Petition submitted by Illinois Wesleyan University (IWU) requesting approval of a Special Use Permit for a Parking Lot for the property located at southwest corner of Fell Ave. and Titan Dr., Zoned R-1C, Single-Family Residence District. (Recommend that the Special Use be approved and the Ordinance passed.)**
- S. Petition submitted by Land Trust CC-1, requesting approval to Rezone a portion of Fox Creek Village PUD, located south of Lot 2, Fox Creek Country Club, north of Outlot 26, Fox Creek Village Subdivision, and west of the Union Pacific Railroad from S-2, Public Lands and Institutions District to R-2, Mixed Residence District. (Recommend that the Rezoning Petition be approved and the Ordinance passed.)**
- T. City Manager's Fiscal Year (FY) 2015 Action Plan. (Recommend the FY 2014 Action Plan be adopted.)**
- U. Text Amendment to Chapter 29, Section 194B of the City Code Pertaining to the Seizure and Impoundment of Vehicles Used in Violation of Certain Criminal Offenses. (Recommend that the Ordinance be passed.)**

8. Regular Agenda

- A. Text Amendment regarding Structure of the City Legal Department and Agreement with Sorling, Northrup, Hanna, Cullen & Cochran, Ltd. to Provide Legal Services. (Recommend that the Text Amendment be approved, the Ordinance passed, the Agreement approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)**
 - i. Legal Services Structure and Text Amendment (10 minutes)**
 - ii. Legal Services Agreement (10 minutes)**
- B. Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment. (Recommend that the formal bid process be waived, the Agreement with Motorola Solutions, a State sanctioned Sole Source Provider, for the Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment be approved, in the amount of \$842,607, the Mayor and City Clerk be authorized to execute the necessary documents, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.) (20 minutes)**
- C. Request to Approve Purchase of Technical Service Agreement from National Development Council (NDC) for the Administration Department's Economic Development Office. (Recommend that the twelve (12) month agreement with the NDC, a sole source provider, for Community and Economic Development Advisement be approved, in the amount of \$5,000 per month, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.) (20 minutes)**
- D. MUNIS Update Presentation (10 minutes)**

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – cite section

13. Adjournment

14. Notes



FOR COUNCIL: June 9, 2014

SUBJECT: Proclamation of June 9, 2014 as Illinois Wesleyan University Men's Basketball Final Four Day

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

BACKGROUND: The proclamation will be presented:

Declaring June 9, 2014 as Illinois Wesleyan University Men's Basketball Final Four Day.

Coach Ron Rose will be in attendance to accept the proclamation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Proclamation

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

Motion: _____ Seconded by: _____

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

Proclamation

In Recognition of the 2013-2014

Illinois Wesleyan University Men's Basketball Final Four Team

WHEREAS, we are here to celebrate the achievements of the Illinois Wesleyan University "Titans" Men's Basketball Final Four Team; and,

WHEREAS, the "Titans" Final Four Team achieved a 27-5 winning season, a record bested by only two other teams in the 105-year history of IWU men's basketball; and,

WHEREAS, the "Titans" won the College Conference of Illinois and Wisconsin (CCIW) conference championship for the second straight year and ranked third in the nation in the final 2013-2014 NCAA Division III Men's Basketball poll; and,

WHEREAS, the "Titans" Final Four Team reached the NCAA Division III playoffs for the 5th straight season and 23rd overall appearance, where they hold the most tournament wins, and beat Webster University, St. Norbert College, Calvin College, and Dickinson College to advance to the Final Four; and,

WHEREAS, the "Titans" reached the 2013-14 NCAA Men's Division III Final Four Tournament for the second time in the last three years before losing to eventual national champion, University of Wisconsin-Whitewater ; and,

WHEREAS, the Illinois Wesleyan University Men's Basketball Final Four Team included: Head Coach Ron Rose, Assistant Coaches David Feeney, Quincy Henderson, and Kelly Winter; Athletic Trainer Adam Kelly; and players Nick Anderson, Ryan Coyle, Victor Davis, Bryce Dolan, Eric Dortch, Mike Marietti, Michael Mayberger, Brian Nelms, Jordan Nelson, Dylan Overstreet, Trevor Seibring, Pat Sodermann, Andy Stempel, Andrew Ziemnik, and Brady Zimmer; and,

WHEREAS, the team exemplified hard work and team spirit and continued the strong tradition of "Titan" athletic success.

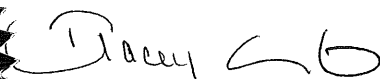
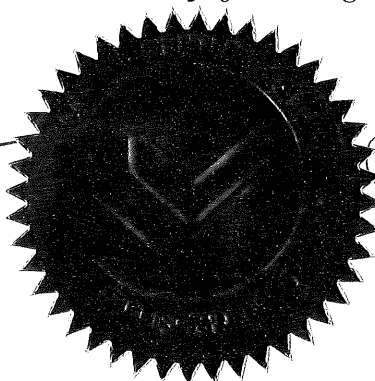
THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, do hereby proclaim June 9, 2014, as

Illinois Wesleyan University Men's Basketball Final Four Day

and a day of pride and celebration by the entire community of Bloomington, Illinois.



Tari Renner
Mayor



Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Council Proceedings of May 27, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of May 27, 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 May 27, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert, City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for May 27, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of May 27, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, May 27, 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: Mboka Mwilambwe, Kevin Lower, David Sage, Robert Fazzini, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

Alderman Absent: Judy Stearns.

City Manager David Hales, City Clerk Tracey Covert, and Interim 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.

Alton Franklin, 508 Patterson Dr., addressed the Council. He cited the importance of Memorial Day. It was more than a single day. Memorial Day recognized those who gave their lives to make things better for the generations that followed. Everyone played a role. All things were cyclical. It appeared that there was the beginning of something new on the Council.

The following was presented:

SUBJECT: Council Proceedings of May 12, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of May 12, 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 May 12, 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 Schmidt that the reading of the minutes of the previous Council Proceedings of May 12, 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 Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City’s website on May 22, 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 Schmidt 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 Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Annual Assessment for the City’s Participation in the State Mandated Joint Utility Locating Information for Excavators (JULIE) System

RECOMMENDATION: That the payment be approved.

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 is required to be a member of the state wide one (1) call system known as the JULIE system. The City's participation is required by state law. The JULIE system started in 1974 in Will County and was expanded to the entire State in 1980. The law required all municipalities to join (specifically eliminating the home rule exemption) in 2002. The City became a member in 2002. As part of the participation in this system, member utilities must pay into the system the pro rata share of the usage of the system. The City's share has been calculated at \$19,572.32 based upon the number of utility locates requested for the utilities (water, stormwater, sewer, street lights and traffic lights) that are the responsibility of the City. The calculation is made annually based upon the number of JULIE locates from the previous year.

The City must investigate every request for utility locations of its utilities (water, stormwater, sewer, street lights, sump pump lines and traffic lights) and of utilities that it is contracted to locate (State of Illinois owned traffic signals and Bloomington and Normal Water Reclamation District (BNWRD) facilities). Some locate requests can be "cleared" without physically traveling to the location site. However the majority of locate requests require traveling to the site and marking the City utilities within the requested work zone. The City must locate buried infrastructure to within eighteen (18) inches of the infrastructure, regardless of how deep the infrastructure is buried. In 2013, the City received approximately 40,700 JULIE requests and all of these requests are handled by the Water Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This expense will be paid by charging fifty percent (50%) or \$9,786.16 to the Water Transmission & Distribution - Other Professional and Technical Services (50100120 - 70220), twenty-five percent (25%) or \$4,893.08 to Sewer - Other Professional and Technical Services (51101100 - 70220) and twenty-five percent (25%) or \$4,893.08 to Storm Water - Other Professional and Technical Services (53103100 - 70220). Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on pages 116, 129 and 137 respectively.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the payment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Purchase an F-250 Four-Wheel Drive Crew Cab Pickup Truck for the Fire Department's Training Officer

RECOMMENDATION/MOTION: That the purchase of a Ford F-250 Four-Wheel Drive Crew Cab Pickup Truck from Bob Ridings Inc., Taylorville, IL utilizing the State of Illinois Joint Purchasing Contract #4017340 be approved, in the amount of \$28,974, 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 1d. City services provided in the most cost-effective, efficient manner.

BACKGROUND: Over the last four to five (4-5) years, the Fire Dept. has reduced the number of ancillary vehicles assigned due to reduction in staffing levels, specifically the Deputy Chief of Administration (DCA). Now that the DCA position has been filled, the Fire Dept. needs to increase its fleet. With the completion of the training tower and continued development of the training program and facility, the Training Officer needs a vehicle that has both hauling and towing capabilities. The Training Officer will be responsible for gathering materials used in training such as pallets, straw, plywood, and assorted props. There are two (2) trailers that need to be moved to and from training sites. A crew cab equipped truck is necessary for the ability to store personal protective equipment and response equipment. It also allows multiple personnel to travel to statewide meetings and training. This vehicle will be a take home unit due to the need to respond to emergency calls after hours. A vital part of emergency operations is the Incident Safety Officer. This responsibility falls to the Training Officer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The Fire Dept. has \$34,000 budgeted this fiscal year in the FY 2015 Adopted Budget under the FY 2015 Capital Lease - Capital Outlay Licensed Vehicles (40110131 - 72130). The replacement unit will cost \$28,974. Stakeholders can locate this in the FY 2015 Proposed Budget titled "Other Funds & Capital Improvement Program" on page 215.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

Reviewed by: Eric Vaughn, Deputy Chief - Fire Administration

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the purchase of a Ford F-250 Four-Wheel Drive Crew Cab Pickup Truck from Bob Ridings Inc., Taylorville, IL, utilizing the State of Illinois Joint Purchasing Contract #4017340 be approved, in the amount of \$28,974, 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 Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve Purchase of a New Side Loading Garbage Truck for the Public Works Department's Solid Waste Division

RECOMMENDATION/MOTION: That the purchase of a 2015 Crane Carrier LDT-2-26 Chassis with Labrie Expert (t) 2000 Helping Hand Body installed from Cumberland Service Center Inc., Arlington Heights, IL, a sole source provider, be approved, in the amount of \$300,067, 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 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: In Fiscal Year 2012, the Public Works Dept. publicly let out a competitive bid for four (4) Side Loading Automated Refuse Trucks to transition to curbside automated recycling collection. The bid was awarded to Cumberland Service Center, Arlington Heights, IL. They provided a Crane Carrier Chassis with Labrie Expert Helping-Hand bodies. The Crane Carrier Chassis allowed for low entry access so Public Works' employees could also throw material into the hopper as needed. While the units were purchased solely for an automated collection program for recycling, they were also used occasionally for refuse collection.

In May 2012, two (2) additional Crane Carrier Chassis with Labrie Expert Helping-Hand bodies units were purchased with the optional Left Side Automated Arm for the ability to pick up carts on one way streets. Once the City went to automated refuse collection, this would allow for both refuse and recycling to be collected on one way streets. In FY 2013, five (5) Crane Carrier Chassis with Labrie Expert Helping-Hand bodies were purchased to keep all of the solid waste and recycling equipment the same. There are four (4) recycling routes and seven (7) refuse routes needing collection for a total of eleven (11) trucks. Currently, the City has purchased eleven (11) automated side loading trucks. There is not a backup truck if a vehicle were to have an issue.

Staff is recommending purchasing a Crane Carrier Chassis with Labrie Expert Helping-Hand body for the following reasons:

- 1) The Public Works' Solid Waste Division and Fleet Management Division are trained in the operation and maintenance of this equipment. There will be a minimal amount of training needed for new operators.
- 2) Fleet Management already stocks parts for these units so there will not need to be an increase parts inventory.
- 3) The Public Works' employees have had success with this equipment during implementation of the automated system.

FY 2015 has \$325,000 budgeted for an additional unit to serve as a backup for the Public Works Department's Solid Waste Division FY 2015 Budget. One (1) existing rear packer garbage truck unit will be sold on public auction with an expected value of \$15,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Budget has \$325,000 budgeted for an additional backup automated collection truck. The total cost to purchase the Side Loading Garbage Truck is \$300,067, which will be paid from the FY 2015 Capital Lease - Capital Outlay Licensed Vehicles (40110131 - 72130). The vehicle will be financed through a five (5) year capital lease and the principal and interest payments will be made from the Solid Waste fund. Stakeholders can locate the collection truck in the FY 2015 Proposed Budget Document titled "Other Funds & Capital Improvement Program" on page 218.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 20

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF ONE (1) NEW SIDE LOADING REFUSE
TRUCK FOR THE PUBLIC WORKS SOLID WASTE DIVISION FROM
CUMBERLAND SERVICE CENTER INC. AT A PURCHASE PRICE OF \$300,067**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase a New Side Loading Refuse Truck for the Public Works Solid Waste Division at a Purchase Price of \$300,067.

ADOPTED this 27th day of May, 2014.

APPROVED this 28th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the purchase of a 2015 Crane Carrier LDT-2-26 Chassis with Labrie Expert (t) 2000 Helping Hand Body installed from Cumberland Service Center Inc., Arlington Heights, IL, a sole source provider, be approved, in the amount of \$300,067, 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 Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Services Contract for the Bloomington Center for Performing Arts (BCPA)

RECOMMENDATION: That the contract with William Morris Endeavor Entertainment, LLC be approved, in the amount of \$50,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy; Goal 5. Great place – livable, sustainable City; and Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses, economic development organizations; Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents; and Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: Contract expenses for the contract will be \$50,000. The contract price covers the artist fee for the performance coming to the BCPA in June 2014. For proprietary and competitive advantage reasons, act names are not mentioned in staff's back up report. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often. Virtually all artists are provided with meals and non-alcoholic beverages.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The selection of these artists was coordinated with the Cultural Commission and the BCPA's Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the BCPA.

FINANCIAL IMPACT: The FY 2015 Budget appropriated \$511,000 in line item 10014125 - 70218 - 20000. Stakeholders can find this in the Proposed FY 2015 Budget Book titled “Budget Overview and General Fund” on page 183. Note this is only a portion of the total budget. The cost of this service will be offset by revenue generated from ticket sales, grants, playbills, concessions, and corporate advertisement and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals and lodging.

Respectfully submitted for Council consideration.

Prepared by: Brandy Maloney, Support Staff V

Reviewed by: Tina Salamone, BCPA Performing Arts Manager
John R. Kennedy, Director of Parks, Rec. & Cultural Arts

Reviewed by: Sue McLaughlin, Interim Asst. City Manager

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the contract with William Morris Endeavor Entertainment, LLC be approved, in the amount of \$50,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Law Enforcement Mutual Aid Agreement (LEMAA)

RECOMMENDATION/MOTION: That the Law Enforcement Mutual Aid Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

BACKGROUND: This LEMAA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a given public agency. Each agency which signs a copy of this LEMAA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agency's resources, equipment and/or law enforcement personnel to the requesting public agency as circumstances permit and in accordance with the terms of this agreement. The specific intent of this agreement is to safeguard the lives, persons and property of citizens of the state during an emergency or disaster by enabling other public agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Police Office Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

(RESOLUTION 2014 – 21 AND AGREEMENT ON FILE IN CITY CLERK’S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the LEMAA be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from CIP, LLC requesting approval of a Final Plat for the Sixteenth Addition to Airport Park Subdivision located west of Towanda Barnes Rd. and north of Empire St.

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.

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

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

BACKGROUND: This Final Plat consists of one (1) lot located on the north side of Gerig Dr. and west of Haeffele Way. The zoning along this block of Gerig Dr. is B - 1 Highway Business District. The Preliminary Plan for this subdivision, approved by Council on November 13, 2000, shows the subject area to be zoned B - 1.

Detention for the subject area will be provided onsite, in accordance with the Preliminary Plan.

No performance guarantee is required for this subdivision as public improvements are complete for this addition.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: CIP, LLC.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes CIP, LLC, an Illinois limited liability company, hereinafter referred to as your
petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the
premises hereinafter legally described in Exhibit "A", which is attached hereto
and made a part hereof by this reference, of is a mortgagee or vendee in
possession, assignee of rents, receiver, executor (executrix), trustee, lessee or
other person, firm or corporation or the duly authorized agents of any of the above
persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said
premises to be known and described as Airport Park Subdivision, Sixteenth
Addition.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Airport Park
Subdivision, Sixteenth Addition submitted herewith be approved with the exemptions or
variations as requested herein.

Respectfully submitted,

CIP, LLC, an Illinois Limited
Liability Company

By: Elizabeth B. Megli, Its Attorney

ORDINANCE NO. 2014 - 43

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
AIRPORT PARK SUBDIVISION SIXTEENTH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Airport Park Subdivision Sixteenth Addition, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

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

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

1. That the Final Plat of the Airport Park Subdivision Sixteenth Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of May, 2014.

APPROVED this 28th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of the SE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northwest corner of Lot 131 in Airport Park Subdivision, according to the Plat thereof recorded as Document No. 2001 - 23503 in the McLean County Recorder of Deeds Office; thence S.01°-22'-25"W. 200.00 feet to the southwest corner of said Lot 131; thence N.88°-37'-35"W. 165.40 feet on the north line of Gerig Drive as dedicated in said Airport Park Subdivision to the southeast corner of Lot 137 in Airport Park Subdivision 14th Addition, according to the Plat thereof recorded as Document No. 2012-128 in the McLean County Recorder of Deeds Office; thence N.01°-22'-25"E. 200.00 feet on the east line of said Lot 137 to the south line of Lot 262 in Airport Park Subdivision 6th Addition, according to the Plat thereof recorded as Document No. 2003 - 42269 in the McLean County Recorder of Deeds Office; thence S.88°-37'-35"E. 165.40 feet on the south line of said Lot 262 to the Point of Beginning, containing 0.76 acres, more or less, with assumed bearings given for description purposes only.

PIN 15 – 31 – 451 - 006

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance passed subject to Petitioner compliance with the Performance Guarantee\Tap-On Fee Memorandum prior to recording.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Auctus, LLC, Requesting Approval of a Final Plat for the Eleventh Addition to Hawthorne Commercial Subdivision

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses and economic development organizations.

BACKGROUND: This subdivision is located near the intersection of Leslie Dr. and Pamela Dr., west of Towanda Barnes Rd., and north of the Super Pantry Convenience Store and Gas Station. The property is currently zoned B - 1, Highway Business District.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Auctus, LLC.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

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

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

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

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Auctus, LLC an Illinois Limited Liability Company hereinafter referred to as your
petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the
premises hereinafter legally described in Exhibit A which is attached hereto and
made a part hereof by this reference, of is a mortgagee or vendee in possession,
assignee of rents, receiver, executor, trustee, lessee or other person, firm or
corporation or the duly authorized agents of any of the above persons having
proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said
premises to be known and described as: 11th Addition to the Hawthorn
Commercial Subdivision
3. That your petitioner does not seek approval of any exemptions or variations from
the provisions of Chapter 24 of the Bloomington City Code, 1960.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the 11th Addition to the
Hawthorn Commercial Subdivision submitted herewith be approved with the exemptions or
variations as requested herein.

Respectfully submitted,

By: Ravichandran Natarajan
Manager Auctus, LLC

ORDINANCE NO. 2014 - 44

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
11th ADDITION TO THE HAWTHORN COMMERCIAL SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the 11th Addition to the Hawthorn Commercial Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition does not request exemptions or variations from the provisions of the Bloomington City Code-1960, as amended; and

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

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

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

1. That the Final Plat of the 11th Addition to the Hawthorn Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of May, 2014.

APPROVED this 28th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Outlot 20 in Eighth Addition to Hawthorne Commercial Subdivision in the NE¼ of Section 31 and a part of the NE¼ of Section 31, all in Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Lot 18 in the Seventh Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2008-30218 in the McLean County Recorder of Deeds Office, on the west line of Towanda-Barnes Road as described in Condemnation Case No. 2001ED9, filed August 23, 2001 in the McLean County Circuit Clerk's Office, also being the southeast corner of Outlot 20 in Eighth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2012-18434 in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"W. 362.12 feet to the northwest corner of said Lot 18 on the east right of way line of Leslie Drive as conveyed to the City of Bloomington according to Warranty Deed of Right of Way recorded as Document No. 2007-29741 in the McLean County Recorder of Deeds Office and accepted by the City of Bloomington in Resolution No. 2007-99 recorded as Document No. 2007-29742 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 120.26 feet on said east right of way line of Leslie Drive; thence S.90°-00'-00"E. 362.30 feet parallel with the north line of said Lot 18 to the said west line of Towanda-Barnes Road; thence S.00°-05'-06"W. 120.26 feet to the Point of Beginning, containing 1.00 acres, more or less, with assumed bearings given for description purposes only.

Part of PIN 15 – 31 – 279 - 005

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance passed subject to Petitioner compliance with the Performance Guarantee\Tap-On Fee Memorandum prior to recording.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from Interchange City West, LLC Requesting Approval of a Final Plat for Interstate Business Park 11th Addition, located west of Interstate Dr. and south of Rt. 9, (Market St.)

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner complying with the Performance Guarantee Tap-On Fee Memorandum prior to recording of the Final Plat.

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

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

BACKGROUND: On May 10, 2004, Council approved the Amended Preliminary Plan for Interstate Business Park. Staff reviewed the Final Plat and finds it in conformance with the provisions of the Preliminary Plan.

On August 22, 2011, Council approved the Final Plat for Interstate Business Park, 10th Addition.

There are tap on fees totaling \$4,952 due from this subdivision per the Annexation Agreement dated October 9, 1995.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Interchange City West, LLC.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE TOWN OF NORMAL,
McLEAN COUNTY, ILLINOIS

Now comes Interchange City West, LLC, an Illinois limited liability company, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit "A", which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Interstate Business Park, Eleventh Addition.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Interstate Business Park, Eleventh Addition submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

Interchange City West, LLC, an Illinois
Limited Liability Company

By: Elizabeth B. Megli, Its Attorney

ORDINANCE NO. 2014 - 45

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
INTERSTATE BUSINESS PARK ELEVENTH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Interstate Business Park Eleventh Addition, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

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

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

1. That the Final Plat of the Interstate Business Park Eleventh Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of May, 2014.

APPROVED this 28th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

A part of the NE¼ of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 3 in Interstate Business Park 1st Addition, according to the Plat thereof recorded as Document No. 97 - 29327 in the McLean County Recorder of Deeds Office; thence S.00°-51'-36"E. 80.19 feet on the westerly right of way line of Interstate Drive dedicated in Interstate Business Park 3rd Addition, according to the Plat thereof recorded as Document No. 2000-28061 in the McLean County Recorder of Deeds Office; thence southwesterly 237.16 feet on a tangential curve concave to the northwest having a radius of 269.00 feet, central angle of 50°-30'-54" and a chord of 229.56 feet bearing S.24°-23'-51"W. from the last described course, on said westerly right of way line of Interstate Drive; thence S.49°-39'-18"W. 238.87 feet on said westerly right of way line of Interstate Drive; thence continuing southwesterly on said right of way line of Interstate Drive 65.81 feet on a tangential curve concave to the southeast having a radius of 335.00 feet, central angle of 11°-15'-18" and a chord of 65.70 feet bearing S.44°-01'-39"W. from the last described course to the east line of Lot 7 in Interstate Business Park 4th Addition, according to the Plat thereof recorded as Document No. 2004-20220 in the McLean County Recorder of Deeds Office; thence N.01°-50'-41"W. 356.72 feet to the northeast corner of said Lot 7; thence S.89°-08'-24"W. 49.25 feet on the north line of said Lot 7 to the southeast corner of Lot 1 in Interstate Business Park, according to the Plat thereof recorded as Document No. 97 - 11154 in the McLean County Recorder of Deeds Office; thence N.00°-51'-36"W. 129.58 feet on the east line of said Lot 1 to the southwest corner of Lot 2 in said Interstate Business Park 1st Addition; thence N.89°-08'-24"E. 384.05 feet to the Point of Beginning, containing 2.73 acres, more or less, with assumed bearings given for description purposes only.

PIN 20 – 01 – 200 - 039

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance passed subject to Petitioner compliance with the Performance Guarantee\Tap-On Fee Memorandum prior to recording.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Review of Executive Session Minutes from 1995 - 2014

RECOMMENDATION/MOTION: That the Resolution be adopted.

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

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

BACKGROUND: The Open Meeting Act requires a semiannual review of approved Executive Session Minutes to determine whether a need for confidentiality still exists as to the City's past Executive Session Minutes. The determination on which minutes are going to be released and which minutes still require confidential treatment must be reported on in open session. The Resolution makes this report.

The Council met previously on March 24, 2014 and May 12, 2014 in Executive Session to review the Executive Session Minutes and to make the determinations required by the Open Meetings Act. The Resolution reports on the partial release of the meeting minutes from August 12, 2013, October 28, 2013, and November 15, 2013, and the need for the continued confidential treatment of redacted portions from those and other meeting minutes listed in Schedule B.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 22

**A RESOLUTION REPORTING THE RELEASE AND RETENTION
OF EXECUTIVE SESSION MINUTES**

WHEREAS, the City Council of the City of Bloomington, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed; and

WHEREAS, the City Council has determined that portions of the minutes of the meetings listed on Schedule A, attached hereto, no longer require confidential treatment and should be made available for public inspection and that the redacted portions of said meeting minutes still have a need for confidential treatment and should not be released; and

WHEREAS, the City Council has further determined that a need for confidentiality still exists as to the Executive Session Minutes from the meetings set forth on Schedule B, attached hereto and incorporated by reference; and

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

Section 1. The Executive Session Minutes from those meetings set forth on Schedule A, attached hereto and incorporated by reference, are released in part with the confidential information redacted. The preamble to this Resolution is incorporated into the body of this resolution.

Section 2. The City Clerk is hereby authorized and directed to make the un-redacted portion of the minutes from those meetings listed in Schedule A available for inspection and copying in accordance with the Open Meetings Act and standing procedures of the Clerk's Office.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 27th day of May, 2014.

APPROVED this 28th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**SCHEDULE A
TO BE RELEASED**

DATE	REASON
August 12, 2013	Section 2 (c)(11) Closed Session Minutes Section 2(c)(12) Settlement*
October 28, 2013	Section 2(c)(12) Settlement*
November 15, 2013	Section 2(c)(1) Personnel*

**Denotes release with redactions, as a need for confidentiality still exists as to part of said minutes.*

**SCHEDULE B
TO BE RETAINED**

DATE	REASON
January 23, 1995	Section 2(c)(1) Personnel
June 12, 1995	Section 2(c)(2) Collective Bargaining
February 26, 1996	Section 2(c)(1) Personnel
October 14, 1996	Section 2(c)(2) Collective Bargaining
November 12, 1996	Section 2(c)(2) Collective Bargaining
February 24, 1997	Section 2(c)(1) Personnel
March 10, 1997	Section 2(c)(2) Collective Bargaining
May 12, 1997	Section 2(c)(2) Collective Bargaining
July 14, 1997	Section 2(c)(2) Collective Bargaining
October 13, 1997	Section 2(c)(2) Collective Bargaining
January 26, 1998	Section 2(c)(1) Personnel
July 14, 1998	Section 2(c)(2) Collective Bargaining
July 27, 1998	Section 2(c)(2) Collective Bargaining
December 28, 1998	Section 2(c)(1) Personnel
May 10, 1999	Section 2(c)(2) Collective Bargaining
June 14, 1999	Section 2(c)(2) Collective Bargaining
September 13, 1999	Section 2(c)(5) Purchase or Lease of Real Estate
November 22, 1999	Section 2(c)(1) Personnel
December 13, 1999	Section 2(c)(1) Personnel
December 11, 2000	Section 2(c)(1) Personnel
November 13, 2001	Section 2(c)(1) Personnel
May 28, 2002	Section 2(c)(2) Collective Bargaining
September 23, 2002	Section 2(c)(2) Collective Bargaining

DATE	REASON
November 12, 2002	Section 2(c)(1) Personnel
March 8, 2004	Section 2(c)(1) Personnel
May 10, 2004	Section 2(c)(2) Collective Bargaining
February 28, 2005	Section 2(c)(1) Personnel
March 14, 2005	Section 2(c)(1) Personnel
March 28, 2005	Section 2(c)(6) Sale or Lease of Real Estate
May 9, 2005	Section 2(c)(2) Collective Bargaining
August 14, 2006	Section 2(c)(1) Personnel
August 28, 2006	Section 2(c)(1) Personnel
August 13, 2007	Section 2(c)(2) Collective Bargaining
November 13, 2007	Section 2(c)(2) Collective Bargaining
December 10, 2007	Section 2(c)(1) Personnel
January 7, 2008	Section 2(c)(1) Personnel
February 11, 2008	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
June 9, 2008	Section 2(c)(5) Purchase or Lease of Real Estate
August 19, 2008	Section 2(c)(1) Personnel
October 13, 2008	Section 2(c)(5) Purchase or Lease of Real Estate
November 3, 2008	Section 2(c)(1) Personnel
November 17, 2008	Section 2(c)(1) Personnel
November 18, 2008	Section 2(c)(1) Personnel
November 19, 2008	Section 2(c)(1) Personnel
March 9, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation
March 30, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
April 6, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
April 13, 2009	Section 2(c)(2) Collective Bargaining
April 27, 2009	Section 2(c)(2) Collective Bargaining
May 26, 2009	Section 2(c)(2) Collective Bargaining
June 8, 2009	Section 2(c)(2) Collective Bargaining
June 22, 2009	Section 2(c)(2) Collective Bargaining
June 27, 2009	Section 2(c)(2) Collective Bargaining
August 10, 2009	Section 2(c)(2) Collective Bargaining
September 28, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(5) Purchase or Lease of Real Estate Section 2(c)(6) Sale or Lease of Real Estate
December 14, 2009	Section 2(c)(2) Collective Bargaining
January 11, 2010	Section 2(c)(2) Collective Bargaining
January 25, 2010	Section 2(c)(2) Collective Bargaining Section 2(c)(5) Purchase or Lease of Real Estate
February 8, 2010	Section 2(c)(2) Collective Bargaining Section 2(c)(6) Sale or Lease of Real Estate

DATE	REASON
February 22, 2010	Section 2(c)(2) Collective Bargaining
April 5, 2010	Section 2(c)(2) Collective Bargaining
April 26, 2010	Section 2(c)(6) Sale or Lease of Real Estate Section 2(c)(2) Collective Bargaining
June 28, 2010	Section 2(c)(1) Personnel
September 27, 2010	Section 2(c)(1) Personnel
November 8, 2010	Section 2(c)(5) Purchase or Lease of Real Estate
November 22, 2010	Section 2(c)(2) Collective Bargaining
March 28, 2011	Section 2(c)(2) Collective Bargaining
May 9, 2011	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation
June 13, 2011	Section 2(c)(2) Collective Bargaining
July 11, 2011	Section 2(c)(1) Personnel
August 8, 2001	Section 2(c)(5) Purchase or Lease of Real Estate
December 19, 2011	Section 2(c)(5) Purchase or Lease of Real Estate
May 29, 2012	Section 2(c)(2) Collective Bargaining
August 17, 2012	Section 2(c)(1) Personnel
November 8, 2012	Section 2(c)(1) Personnel
December 10, 2012	Section 2(c)(1) Personnel
December 17, 2012	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
February 25, 2013	Section 2(c)(29) Meet with External Auditors Section 2(c)(2) Collective Bargaining
July 22, 2013	Section 2(c)(5) Purchase or Lease of Real Estate
September 23, 2013	Section 2(c)(12) Settlement
November 12, 2013	Section 2(c)(1) Personnel Section 2(c)(5) Purchase or Lease of Real Estate
December 9, 2013	Section 2(c)(11) Potential Litigation Section 2(c)(1) Personnel
December 16, 2013	Section 2(c)(11) Potential Litigation Section 2(c)(1) Personnel

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Purchase a Skid Steer Compact Track Loader for the Public Works Department's Streets Division

RECOMMENDATION/MOTION: That the purchase of a Bobcat T650 Compact Track Loader from Bobcat Company, West Fargo, ND using the National Joint Powers Alliance Contract Number 060311 - CEC be approved, in the amount of \$74,657.19, 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 1d. City services provided in the most cost-effective, efficient manner.

BACKGROUND: The Public Works Department's Street Division currently has a 2010 Bobcat S185 compact wheel loader with a 24" milling attachment. It is used primarily to grind and remove asphalt from severely degraded street surfaces. This has been effective in improving the road surfaces and expanding the useful life of the City's streets. The new machine is larger and can accommodate a 40" milling attachment. It also has rubber tracks in place of wheels. This is to provide consistent asphalt material removal for a smoother finished repair. The addition of this equipment will increase the efficiency of Street Division employees in this task by 166 percent. This machine is currently in stock at the local dealership and can be delivered promptly. Immediate delivery will increase the number of days the unit can be utilized this year for street repairs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Capital Lease has \$70,000 budgeted this fiscal year in line item Capital Lease - Capital Outlay Equipment Other than Office (40110131 - 72140). The replacement unit will cost \$74,657.19. The difference of \$4,657.19 will be paid from Street Maintenance - Street Repairs & Maintenance (10016120 - 72140) into the FY 2015 Capital Lease budget to cover the difference. There has been an increase of over \$3,700 in the cost of the unit due to finalization of the Tier 4 Emissions System. Stakeholders can locate the FY 2015 Capital Lease budget in the FY 2015 Proposed Budget Book titled "Other Funds and Capital Improvement Program" on page 96.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

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

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

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

Recommended by:

David A. Hales
City Manager

Alderman Lower questioned this item. He specifically questioned if this would replace the existing one.

David Hales, City Manager, addressed the Council. He noted that if the equipment held no utility value then it was sold as surplus property.

Alderman Lower believed that this item represented an additional piece of equipment. He believed that the existing unit would still be used by the City.

Jim Karch, Public Works Director, addressed the Council. Skid Steers were used for mill and fill operations. Public Works would have two (2) units. Milling jobs would be divided based upon size. The plan was to retain the existing unit until the maintenance costs became prohibitive. He noted that there were times when an older piece of equipment is simply replaced.

Motion by Alderman Schmidt, seconded by Alderman Painter that the purchase of a Bobcat T650 Compact Track Loader from Bobcat Company, West Fargo, ND, using the National Joint Powers Alliance Contract Number 060311 - CEC be approved, in the amount of \$74,657.19, 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 Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Purchase a Pursuit Package Chevrolet Tahoe for the Fire Department

RECOMMENDATION/MOTION: That the purchase a 2015 Chevrolet Tahoe from Currie Motors, Forest Park, IL, using the Northwest Suburban Purchasing Cooperative Contract Number 147 be approved, in the amount of \$34,022.64, 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 1d. City services provided in the most cost-effective, efficient manner.

BACKGROUND: Staff recommends the pursuit rated vehicle because of its heavy duty design features. It has StabillTrak which is a stability control system with Proactive Roll Avoidance and Traction Control. This is needed to lessen the chance of a rollover on a four wheel drive vehicle. The unit is equipped with external engine and transmission oil coolers to extend component life. It will come pre-wired for some of the emergency equipment that will be transferred from the existing unit. It will be equipped with a 170 amp alternator to handle the electrical load of existing the emergency equipment.

Staff requests that the existing unit be declared surplus and disposed of in accordance with Chapter 16. Finance, Section 57. Disposal of Surplus Property.

The unit to be replaced is a 2007 Ford Expedition. This unit has over 60,000 miles at this time. Normal replacement of a vehicle of this type would be ten (10) years or 100,000 miles. This unit has been assigned to an ambulance classification due to its use. The normal replacement cycle for an ambulance is five (5) years. This unit is used as the backup vehicle for the first responding life support vehicle to provide emergency service to outlying communities. Total maintenance cost for the Expedition is \$16,395.51 to date. The fire equipment will be transferred from the existing unit to the replacement unit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The 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 \$35,755. The actual cost for the replacement is \$34,022.64. Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds and Capital Improvement Program" on page 215.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

Reviewed by: Eric Vaughn, Deputy Chief – Fire Administration

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

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

Recommended by:

David A. Hales
City Manager

Alderman Lower questioned this item. He specifically cited the fact that this vehicle only had 60,000 miles on it. He also questioned if the City had a program to transfer vehicles from one department to another as a cost savings measure.

David Hales, City Manager, addressed the Council. He noted the City's Fleet Manager had established general practices regarding vehicle replacement.

Jim Karch, Public Works Director, addressed the Council. He noted the wear and tear that happened to emergency service vehicles. He noted this vehicles maintenance cost: over \$16,000. It there is an identified need/use then the vehicle is retained.

Motion by Alderman Schmidt, seconded by Alderman Painter that the purchase a 2015 Chevrolet Tahoe from Currie Motors, Forest Park, IL, using the Northwest Suburban Purchasing Cooperative Contract Number 147 be approved, in the amount of \$34,022.64, 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 Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., for a Limited Alcoholic Liquor License, Class LB, which will allow the selling and serving of beer and wine only by the glass for consumption on the premises

RECOMMENDATION/MOTION: That an LB liquor license for Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., 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 of Illinois State University Board of Trustees for the Shakespeare Festival, located at 48 Sunset Rd., requesting a Limited Alcoholic Liquor License, Class LB, which will allow the selling and serving of beer and wine only by the glass for consumption on the premise. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Dick Folse, Managing Director and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant address the Commission. Dick Folse, Managing Director and Applicant's representative, addressed the Commission. Illinois State University Foundation's Ewing Cultural Center hosted the Shakespeare Festival in the 438 seat theater located on the grounds. Patrons are allowed to picnic on the grounds. Bottle beer and wine would be offered for sale. Annual attendance at the Festival was 9,000 – 10,000. The property was fenced and gated. The gates were manned by Festival employees/volunteers. The Festival is held from July through August. Illinois State has held a liquor license for the Festival since 2008.

Commissioner Renner questioned the Festival's experience. Mr. Folse informed the Commission that identification was checked, notices were posted, employees were trained and Festival employees/volunteers watched the patrons as they exited.

Commissioner Renner questioned the alcohol servers. Mr. Folse noted that they would be Festival employees who were twenty-one (21) years of age or older. The beer and wine would be sold by the bottle. Festival employees would be BASSET, (Beverage Alcohol Servers and Sellers Alcohol Training), certified.

Commissioner Renner questioned if alcohol must be purchased. Mr. Folse noted that patrons were allowed to bring their own alcohol. There was a thirty-seven (37) year history of allowing same.

Commissioner Jordan questioned employee turnover. Mr. Folse noted that these were seasonal employees. Generally the concession staff was new each year.

Commissioner Tompkins commended Mr. Folse as the Festival was well operated. He questioned the parking situation. Mr. Folse noted that the agreement between the Festival and St. John's Lutheran Church located at 1617 E. Emerson St. Festival employees assist patrons with parking and crossing Emerson St. The residents of Sunset Rd. do not want Festival patrons walking on their street.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application of Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset

Rd., requesting an LB liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week, be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the March 13, 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.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Alderman Mwilambwe left the dais. He is employed by Illinois State University.

Motion by Alderman Schmidt, seconded by Alderman Fazzini that an LB liquor license for Illinois State University Board of Trustees, for the Shakespeare Festival, located at 48 Sunset Rd., 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 Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

Alderman Mwilambwe returned to the meeting.

The following was presented:

SUBJECT: Central Illinois Regional Airport (CIRA) Enterprise Zone Expansion and Amendment to the Enterprise Zone Intergovernmental Agreement to Include New Territory

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3b. Attraction of targeted businesses that are the right fit for Bloomington, and Objective 3e. Strong working relationships among the City, businesses and economic development organizations.

BACKGROUND: This ordinance submitted by the Economic Development Council of the Bloomington-Normal Area (EDC) seeks to amend the boundaries of the Bloomington/Normal/McLean County Enterprise Zone in order to cover approximately 1,299 acres of property centered around CIRA. The territory in question consists of multiple parcels of land owned by CIRA that could be utilized for new developments.

According to the EDC, the first of these developments will feature the construction of a new FedEx Express regional sorting and distribution facility. This development alone will invest approximately \$5 million and based on preliminary estimates by the EDC, the project will create at least thirty (30) new jobs in McLean County. Additional investments are being discussed with other companies, which may in turn lead to additional projects in and around CIRA in the future. All such developments align with and support the “logistics and distribution” section of the EDC’s five (5) year strategic plan.

An approval of this proposed amendment brings multiple benefits to our community and region. First and foremost, new jobs and new investment will increase the tax base and employment opportunities for residents. In addition, Enterprise Zone status will enhance CIRA’s ability to attract other new developments that can take advantage of proximity to the facility. As an added benefit, these new development opportunities will provide a revenue source to CIRA that helps to de-emphasize the reliance on property taxes. Lastly, developing projects on presently tax exempt CIRA land will bring these properties onto the tax rolls.

Two (2) administrative issues are also addressed by this ordinance and intergovernmental agreement. The included language extends the life of Bloomington/Normal/McLean County Enterprise Zone out to July 1, 2016 as per the new regulations set forth in ILPA 097-0905. July 1, 2016 will thus be the new expiration date for the zone and it cannot be further extended. The prior expiration date was December 31, 2015. Also changed is the method for calculating building materials exemption certification fees to reflect the formula allowed by ILPA 097-0905.

As with other Enterprise Zone amendments, the financial risks to local municipalities from this amendment are minimal. Some local sales taxes on building materials could be jeopardized via the building materials exemption, but as with all Enterprise Zone activity, these losses are easily offset by increases to the property tax base and the spill-over effects of job gains. With the exception of the building materials exemption, all other Enterprise Zone benefits come from the State of Illinois and not from local governments.

Lastly, the Bloomington/Normal/McLean County Enterprise Zone still has ample free territory to be deployed for expansion projects such as this. At present, the zone comprises only 7.314 square miles of the total fifteen (15) square miles allotted by state law. By adopting this

ordinance and thereby amending the zone's boundaries to include 1,299 acres, the total remaining zone territory will be 5.656 square miles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EDC and CIRA.

FINANCIAL IMPACT: There is no direct financial impact to the City. Some local sales taxes on building materials could be jeopardized via the building materials exemption, but as with all Enterprise Zone activity, these losses are easily offset by increases to the property tax base and the spill-over effects of job gains.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 46

AN ORDINANCE AMENDING “AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIAL WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL, AND UNINCORPORATED MCLEAN COUNTY AS AN ENTERPRISE ZONE” AS AMMENDED

WHEREAS, the City of Bloomington did, on December 26, 1984, adopt Ordinance No. 1984-131, which ordinance describes and designates an area located partially within the City of Bloomington, Town of Normal and unincorporated McLean County as an Enterprise Zone; and

WHEREAS, the City of Bloomington did, on numerous occasions after establishment of the Enterprise Zone, adopt Ordinances amending Ordinance No. 1984-131, including those lengthening the duration of the Enterprise Zone and amending the territory included within the Enterprise Zone; and

WHEREAS, the Existing Units of Government of said Enterprise Zone, determine it is in the best interests of the citizens of the Existing Units of Government that additional properties be included in the Enterprise Zone, the duration of the Enterprise Zone be extended and the Zone Administration Fee be amended; and

WHEREAS, a public hearing regarding such amendment has been held as provided by law.

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

SECTION ONE: That Ordinance No. 1984 - 131 designating the Bloomington Normal McLean County Enterprise Zone, as subsequently amended, shall be, and the same is, hereby further amended as follows:

- A. Adding the territory described in Exhibit A to the territory of the Enterprise Zone.
- B. Amending the certification fee language to read as follows:

The Enterprise Zone Administrator is hereby authorized and directed to collect a certification fee from any applicant for construction or renovation in the Enterprise Zone in order to be certified as eligible for enterprise zone benefits. Such certification fee shall be (unless other arrangements are made with the Zone Administrator) accompany enterprise zone application forms as developed by the Administrator and shall be 0.5 per cent (1/2 of 1 percent) of the cost of building materials of a project determined at the time of certification of the project by the Enterprise Zone Administrator, provided, however, no fee shall exceed \$50,000.

That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100 percent to the Economic Development Council of Bloomington Normal Area.

- C. Amending Section 3 extending the duration of the Enterprise Zone to read as follows:

Section 3: Duration. The duration of the Zone shall be for a period extending not later than July 1, 2016.

SECTION TWO: That the Mayor of the City of Bloomington, Illinois shall have, and is hereby given authority to execute the Amendment to the Enterprise Zone Intergovernmental Agreement between the Town of Normal, Illinois, the City of Bloomington, Illinois, the County of McLean, Illinois, the County of Ford, Illinois and the City of Gibson City, Illinois (the "Enterprise Zone Intergovernmental Agreement") attached hereto as Exhibit B, which Amendment memorializes the addition to the territory identified as this Ordinance to the territory of the Enterprise Zone.

SECTION THREE: That the provisions of Ordinance No. 1984-131 as previously amended and as hereby amended, being "An Ordinance Describing and Designating an Area Located Partially within the City of Bloomington, the Town of Normal, and Unincorporated McLean County as Enterprise Zone" shall remain in full force and effect.

SECTION FOUR: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION FIVE: That the City Clerk be and is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance with the County Clerk for McLean County.

SECTION SIX: That this Ordinance is adopted pursuant to the authority granted the City of Bloomington by the Illinois Enterprise Zone Act, and pursuant to Home Rule Authority.

SECTION SEVEN: That the Enterprise Zone Administrator is hereby authorized and directed to cause application to be made to the State of Illinois pursuant to the Illinois Enterprise Zone Act.

PASSED this 27th day of May, 2014.

APPROVED this 28th day of May, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

(Description of Territory to be added to the Enterprise Zone)

Legal Description Tract I

Part of the Southwest Quarter of Section 31 in Township 24 North, Range 3 East in the Third Principal Meridian, McLean County, Illinois, being a strip of land 3.00 feet in width and lying 1.50 feet on each side of the following described line:

Beginning at the Southwest corner of said Section 31; thence South 88 Degrees 51 Minutes 13 Seconds East along the South line of said Section 31 a distance of 79.66 feet; thence North 00 Degree 45 Minutes 06 Seconds West a distance of 142.56 feet along the extension of the East right of way line of Airport Road. Said strip is bounded on the North by the East right of way line of Airport Road and on the South by the South line of said Section 31.

Legal Description Tract II

Part of the Southeast Quarter of Section 31 in Township 24 North, Range 3 East and part of Sections 5, 6, 7 and 18 in Township in Township 23 North, Range 3 East and part of Section 1 in Township 23 North, Range 2 East all in the Third Principal Meridian, McLean County, Illinois. Said part being further described as follows:

Beginning at the Northwest corner of said Section 6; thence South 88 Degrees 51 Minutes 13 Seconds East along the North line of said Section 6 a distance of 4490.15 feet to the Southwest corner of the East half of the Southeast Quarter of said Section 31; thence North 00 Degree 21 Minutes 56 Seconds West along the West line of the East half of the Southeast Quarter of said Section 31 a distance of 2638.47 feet to the Northwest corner of the said East half; thence South 89 Degrees 29 Minutes 20 Seconds East along the North line of the said East half a distance of 1491.97 feet to the Northeast corner of the said East half; thence South 00 Degree 10 Minutes 47 Seconds East along the East line of the said East half a distance of 2654.81 feet to the Northeast corner of said Section 6; thence South 00 Degree 37 Minutes 05 Seconds East along the East line of the said Section 6 a distance of 3676.23 feet; thence South 89 Degrees 23 Minutes 21 Seconds East a distance of 53.49 feet; thence South 72 Degrees 18 Minutes 04 Seconds East a Distance of

1106.16 feet; thence South 18 Degrees 16 Minutes 41 Seconds West 1632.26 feet to a point on the South line of the Southwest Quarter of said Section 5; thence North 89 Degrees 02 Minutes 00 Seconds West along the said South line a distance of 578.45 feet to the Southeast corner of said Section 6; thence North 00 Degree 31 Minutes 08 Seconds West along the East line of the Southeast Quarter of said Section 6 a distance of 83.79 feet; thence North 71 Degrees 43 Minutes 41 Seconds West a distance of 1189.36 feet; thence South 00 Degree 10 Minutes 21 Seconds East a distance of 462.58 feet to a point on the South line of the Southeast quarter of said Section 6; thence South 89 Degrees 42 Minutes 03 Seconds West along the said South line a distance Of 816.57 feet; thence South 18 Degrees 16 Minutes 19 Seconds West a distance of 699.56 feet; thence South 00 Degree 30 Minutes 38 Seconds East a distance of 4642.70 feet to a point On the South line of said Section 7; thence South 89 Degrees 36 Minutes 59 Seconds West along The said South line a distance of 1822.85 feet to the Northeast corner of Government Lot 2 in said Section 18; thence South 00 Degree 26 Minutes 02 Seconds East along the East line of said Government Lot 2 a distance of 1330.84 feet; thence North 89 Degrees 30 Minutes 25 Seconds East along the North line of the South half of Government Lot 1 of said Section 18 a distance of 1325.80 feet to a point on the East line of said Government Lot 1; thence South 00 Degree 26 Minutes 02 Seconds East along the said East line a distance of 1333.78 feet to the center of said Section 18; thence South 89 Degrees 38 Minutes 34 Seconds West along the South line of the Northwest Quarter of said Section 18 a distance of 1649.59 feet; thence South 00 Degree 21 Minutes 26 Seconds East a distance of 2673.60 feet to a point on the South line of the Southwest Quarter of said Section 18; thence South 89 Degrees 29 Minutes 24 Seconds West along the said South line a distance of 1640.67 feet to the Southwest corner of said Section 18; thence North 00 Degree 33 Minutes 26 Seconds West along the West line of said Section 18 a distance of 5338.58 feet to the Northwest corner of said Section 18; thence North 89 Degrees 36 Minutes 59 Seconds East along the South line of the Southwest quarter of said Section 7 a distance of 747.71 feet to a point on the extension of the East right of way line of Streid Drive; thence North 40 Degrees 17 Minutes 08 Seconds West along the said East right of way line a distance of 180.30 feet; thence North 00 Degrees 35 Minutes 25 Seconds West along the said East right of way line a Distance of 4465.78 feet to a point at the beginning of a curve to the left, said curve having a radius of 1266.23 feet and an arc length of 783.71 feet; thence on a chord bearing of North 23 Degrees 57 Minutes 22 Seconds West and a chord distance of 771.26 feet to a point on the South line of the Southwest quarter of said Section 6; thence South 89 Degrees 42 Minutes 03 Seconds West along the said South line a distance of 320.94 feet to the Southwest corner of said Section 6; thence North 00 Degree 30 Minutes 07 Seconds West along the West line of the Southwest quarter of said Section 6 a distance of 388.83 feet to the Southeast corner of said Section 1; thence North 00 Degree 31 Minutes 25 Seconds West along the East line of Colonial Meadows Addition "I" a distance of 1782.74 feet to the Northeast corner of the said Colonial Meadows Addition "I"; thence South 89 Degrees 26 Minutes 16 Seconds West along the North line of the said Colonial Meadows Addition "I" a distance of 836.92 feet to the Northwest corner of the said Colonial Meadows Addition "I"; thence South 00 Degree 12 Minutes 58 Seconds West along the West line of the said Colonial Meadows Addition "I" a distance of 667.70 feet to the Northeast corner of Waterford Estates Subdivision Second Addition; thence South 88 Degrees 14 Minutes 37 Seconds West along the North line of Waterford Estates Subdivision Second Addition and North line of Waterford Estates Subdivision Fourth Addition a distance of 1024.36 feet to a point at the Northwest corner of Waterford Estates Subdivision Fourth Addition; thence South 33 Degrees 10 Minutes 22 Seconds West along the Northwesterly line of Waterford Estates

Subdivision Fourth Addition a distance of 112.30 feet to a point on the West line of Waterford Estates Subdivision Fourth Addition; thence South 01 Degree 44 Minutes 13 Seconds East along said West line a distance of 187.91 feet to the Southwest corner of Waterford Estates Subdivision Fourth Addition said point being on the North line of Waterford Estates Subdivision First Addition; thence South 88 Degrees 15 Minutes 33 Seconds West along the said North line and the North line of Waterford Estates Subdivision Third Addition and the North line of Waterford Estates Subdivision Fifth Addition a distance of 1288.64 feet; thence South 42 Degrees 11 Minutes 11 Seconds West along the Northwesterly line of Waterford Estates Subdivision Fifth Addition a distance of 134.74 feet; thence South 00 Degree 43 Minutes 01 Second East along the West line of Waterford Estates Subdivision Fifth Addition a distance of 232.22 feet; thence South 88 Degree 12 Minutes 33 Seconds West along the North line of Waterford Estates Subdivision Fifth Addition a distance of 261.35 feet to a point on the Southeasterly line of Washington East Subdivision Tenth Addition; thence North 32 Degrees 26 Minutes 16 Seconds East along said Southeasterly line and along the Southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 1019.71 feet; thence North 36 Degrees 47 Minutes 34 Seconds East along said Southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 510.39 feet to a point on the West line of the Southeast quarter of Section 1; thence North 00 Degree 03 Minutes 13 Seconds East along said West line and the East line of Washington East Subdivision Fifth Addition a distance of 888.03 feet to the center of said Section 1; thence South 89 Degrees 17 Minutes 11 Seconds West along the South line of the Northwest quarter of said Section 1 and the North line of Washington East Subdivision Fifth Addition a distance of 1371.43 feet to The Southeast corner of Lot 5 of Hershey Center Final Plat; thence North 00 Degree 56 Minutes 19 Seconds East along the East line of said Lot 5 a distance of 473.51 feet to the Northeast Corner of said Lot 5; thence North 71 Degrees 29 Minutes 43 Seconds West along the Northerly line of Hershey Center Final Plat a distance of 1128.64 feet to the Southeast corner of Hershey Plaza Subdivision; thence North 18 Degrees 16 Minutes 27 Seconds East along the Easterly line of Hershey Plaza Subdivision and the Easterly line of Hershey Plaza Subdivision Second Addition and the Easterly line of Hershey Plaza Subdivision Fourth Addition a distance of 1433.71 feet to the Northeast corner of Hershey Plaza Subdivision Fourth Addition; thence North 89 Degrees 44 Minutes 09 Seconds West along the North line of Hershey Plaza Subdivision Fourth Addition a distance of 252.46 feet to the Southeast corner of Burwell Subdivision; thence North 00 Degree 15 Minutes 51 Seconds East along the East line of Burwell Subdivision a distance of 522.00 Feet to a point South right of way line of Illinois Route 9 (East Empire Street); thence South 87 Degrees 45 Minutes 53 Seconds East along the South right of way line of Illinois Route 9 (East Empire Street) a distance of 223.53 to a point at the Northwest corner of Route 9 Commercial Park Subdivision First Addition; thence South 00 Degree 23 Minutes 23 Seconds West along the West line of said Route 9 Commercial Park Subdivision First Addition a distance of 237.40 feet to a point at the Southwest corner of said Route 9 Commercial Park Subdivision First Addition; thence South 89 Degrees 47 Minutes 34 Seconds East along the South line of said Route 9 Commercial Park Subdivision First Addition a distance of 126.77 feet to a point at the Southeast corner of Lot 9 of said Route 9 Commercial Park Subdivision First Addition; thence Southeasterly on the curved existing South right of way line of Airline Drive with a radius of 509.76 feet and an arc length of 202.25 feet; thence on a chord bearing of South 77 Degrees 33 Minutes 39 Seconds East a chord distance of 200.93 feet; thence South 64 Degrees 38 Minutes 32 Seconds East along the said existing South right of way line of Airline Drive and the Southerly line of said Route 9

Commercial Park Subdivision First Addition and the extension thereof a distance of 1319.87 feet to a point at the beginning of a curve to the right, said curve having a radius of 993.00 feet and an arc length of 80.33 feet; thence on a chord bearing of South 67 Degrees 02 Minutes 46 Seconds East and a chord distance of 80.31 feet; thence North 00 Degree 06 Minutes 43 Seconds West a distance of 945.58 feet to a point on the North line of the Northwest quarter of said Section 1; thence South 89 Degrees 43 Minutes 24 Seconds East along the North line of said Section 1 a distance of 3092.18 feet to the Point Of Beginning containing 1,911 acres more or less.

Excepting The Following Described Tract:

Commencing At The Center Of Said Section 1; Thence North 00 Degree 03 Minutes 13 Seconds East Along The West Line Of The Northeast Quarter Of Said Section 1 A Distance Of 135.33 Feet To A Point, Said Point Being 745.00 Feet Southwesterly When Measured At Right Angles From The Existing Centerline Or Extension Thereof Of Runway 11/29 At The Central Illinois Regional Airport And Said Point Being The Point Of Beginning; Thence North 71 Degrees 43 Minutes 48 Seconds West Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 11/29 A Distance Of 126.61 Feet; Thence North 67 Degrees 06 Minutes 22 Seconds West A Distance Of 802.61 Feet; Thence North 18 Degrees 16 Minutes 12 Seconds East A Distance Of 1360.59 Feet; Thence South 76 Degrees 21 Minutes 15 Seconds East A Distance Of 802.61 Feet To A Point, Said Point Being 745.00 Feet Northeasterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 11/29; Thence South 71 Degrees 43 Minutes 48 Seconds East Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 11/29 A Distance Of 5141.17 Feet; Thence North 84 Degrees 48 Minutes 14 Seconds East A Distance Of 832.69 Feet To A Point, Said Point Being 745.00 Feet Northwesterly When Measured At Right Angles From The Existing Centerline Or Extension Thereof Of Runway 2/20 At The Central Illinois Regional Airport; Thence North 18 Degrees 16 Minutes 12 Seconds East Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 2/20 A Distance Of 1923.40 Feet; Thence North 17 Degrees 41 Minutes 49 Seconds East A Distance Of 707.99 Feet To The Existing South Right Of Way Line Of Illinois Route 9; Thence South 88 Degrees 25 Minutes 01 Second East Along The Said South Right Of Way Line A Distance Of 1575.01 Feet; Thence South 18 Degrees 50 Minutes 34 Seconds West Distance Of 1160.26 Feet To A Point, Said Point Being 745.00 Feet Southeasterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 2/20; Thence South 18 Degrees 16 Minutes 12 Seconds West Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 2/20 A Distance Of 2254.98 Feet To A Point, Said Point Being 745.00 Feet Northeasterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 11/29; Thence South 72 Degrees 30 Minutes 48 Seconds East A Distance Of 330.03 Feet; Thence South 18 Degrees 16 Minutes 12 Seconds West A Distance Of 1499.02 Feet; Thence North 70 Degrees 56 Minutes 48 Seconds West A Distance Of 330.03 Feet To A Point, Said Point Being 745.00 Feet Southwesterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 11/29 And Said Point Being 745.00 Feet Southeasterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 2/20; Thence South 18 Degrees 16 Minutes 12 Seconds West Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 2/20 A Distance Of 4655.02 Feet; Thence South 17 Degrees 41 Minutes 49 Seconds West A Distance Of

807.57 Feet; Thence North 71 Degrees 09 Minutes 26 Seconds West A Distance Of 1506.08 Feet; Thence North 18 Degrees 50 Minutes 34 Seconds East A Distance Of 792.51 Feet To A Point, Said Point Being 745.00 Feet Northwesterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 2/20; Thence North 18 Degrees 16 Minutes 12 Seconds East Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 2/20 A Distance Of 3400.63 Feet; Thence North 32 Degrees 5 Minutes 15 Seconds West A Distance Of 1998.59 Feet To A Point, Said Point Being 745.00 Feet Southwesterly When Measured At Right Angles From The Said Existing Centerline Or Extension Thereof Of Runway 11/29; Thence North 71 Degrees 43 Minutes 48 Seconds West Parallel With The Said Existing Centerline Or Extension Thereof Of Runway 11/29 A Distance Of 4222.48 Feet To The Point Of Beginning Containing 612 Acres More Or Less.

With The Aggregate Total Area Of The Proposed Enterprise Extension Area Being 1299 Acres More Or Less Affecting The Following Pin Numbers:

22-06-100-009	22-06-400-009	21-01-251-002
21-01-226-003	21-01-226-009	21-01-226-008
21-01-226-057	21-01-151-026	21-01-126-012
21-01-202-001	21-01-202-002	21-01-126-002
21-01-126-003	21-01-201-008	21-01-201-090
22-06-100-005	15-31-400-016	22-05-300-007
22-06-300-004	22-07-300-009	22-07-300-008
22-18-100-007	22-18-100-004	22-18-300-005
22-18-300-004	21-01-426-002	21-04-426-001
21-01-476-037		

EXHIBIT B

AMENDMENT TO ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT TO INCLUDE NEW TERRITORY

This Amendment is entered into the ____ day of _____, 2014, by and between the City of Bloomington, a municipal corporation, the Town of Normal, a municipal corporation, the County of McLean, the County of Ford and the City of Gibson City, a municipal corporation, a body politic and incorporate, pursuant to the authority granted under Article VII, Section 10 of the Illinois Constitution and State law.

WHEREAS, the City of Bloomington, a municipal corporation, the Town of Normal, a municipal corporation, the County of McLean, entered into an Intergovernmental Agreement in December, 1984, for the purpose of creating and operating an Enterprise Zone within the jurisdiction of said parties pursuant to the Illinois Enterprise Zone Act (the “Act”); and

WHEREAS, the Enterprise Zone was originally certified as an enterprise zone by the Department of Commerce and Economic Opportunity of the State of Illinois effective July 1, 1985; and

WHEREAS, the Enterprise Zone now compasses approximately 7.314 square miles; and

WHEREAS, the Act allows an enterprise zone to encompass up to 15 square miles if the zone is a joint effort of four or more units of government; and

WHEREAS, it has been determined that certain additional territory contiguous to the Enterprise Zone totaling up to approximately 2.02969 square miles would be benefited by being encompassed within the boundaries of said Enterprise Zone; and

WHEREAS, it would be in the best interests of the citizens of the City of Bloomington, Illinois, the Town of Normal, Illinois, and the County of McLean, Illinois, the City of Gibson City, Illinois and the County of Ford, Illinois that said additional territory be included in the Enterprise Zone.

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. That Section 2 “Description” of the Intergovernmental Agreement, and the property described in Exhibit “E1-a” and incorporated in said Section by reference, as subsequently amended, be and the same is hereby amended to include therein the area described in Exhibit A attached hereto (the “Amended Area”), and the Amended Area is hereby designated as part of the Enterprise Zone pursuant to and in accordance with the Act, subject to the approval of the State as provided in the Act.
2. Except to the extent amended hereby, that all provisions, agreements, stipulations, rights, obligations, and duties set forth in the original Intergovernmental Agreement, as subsequently amended, are hereby ratified and confirmed, and are hereby applied to the Amended Area of the Enterprise Zone in their entirety.

THE UNDERSIGNED PARTIES HAVE CAUSED THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO BE EXECUTED BY THEIR DULY DESIGNATED OFFICIALS, PURSUANT TO AUTHORITY CONFERRED BY THEIR RESPECTIVE GOVERNING BODIES THE DATE FIRST SHOWN ABOVE.

City of Bloomington
a Municipal Corporation

By: Tari Renner
Mayor

Attest:

Tracey Covert
City Clerk

County of McLean

Town of Normal
a Municipal Corporation

By _____
Mayor

Attest:

City Clerk

County of Ford

a Body Politic and Corporate

By: _____
County Board Chairman

Attest:

County Clerk

City of Gibson City
A Municipal Corporation

By: _____
Mayor

Attest:

City Clerk

a Body Politic and Corporate

By: _____
County Board Chairman

Attest:

County Clerk

APPENDIX A

ORDINANCE NO. 1984-131

AN ORDINANCE DESCRIBING AND DESIGNATING AN AREA LOCATED PARTIALLY WITHIN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL AND UNINCORPORATED McLEAN COUNTY AS AN ENTERPRISE ZONE

WHEREAS, the State of Illinois Enterprise Zone Act encourages local governmental participation in the promotion of private sector investment in economically depressed areas throughout the State; and

WHEREAS, a large number of residents in the Bloomington-Normal area have experienced pervasive poverty, unemployment and economic distress; and

WHEREAS, the Illinois Enterprise Zone Act requires units of local government to pass an Ordinance establishing an Enterprise Zone before it can apply to the Department of Commerce and Community Affairs for certification of the Zone; and

WHEREAS, a public hearing on the establishment of such a Zone was conducted by the City of Bloomington, Town of Normal and County of McLean on December 13, 1984,

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

SECTION 1.Designation.The area described and depicted in Appendix "A", which is attached hereto and incorporated herein is hereby designated as an enterprise zone (hereafter "the Zone") subject to the approval of the Illinois Department of Commerce and Community Affairs (hereafter "the Department").

SECTION 2.Qualifications.The City Council finds and determines that the Zone meets the qualifications of Section 4 of the Enterprise Zone Act (III. Rev. Stat. ch. 67 1/2, 5601 et seq.) (hereafter "the Act").

SECTION 3. Duration. The duration of the Zone shall be for a period of ten (10) years from the date of its approval by the Department.

SECTION 4.The Mayor and City Council of the City of Bloomington, in an effort to facilitate the successful development of the Enterprise Zone will make available the following incentives and target the following programs within the Enterprise Zone for the life of the Enterprise Zone and in accordance with policies and procedures to be implemented following designation of the Enterprise Zone by the Department of Commerce and Community Affairs:

Each retailer subject to the Municipal Retailer's Occupation Tax levied by the City of Bloomington may file for a credit thereon for such portion of the tax which is applied to the sale of building and construction materials used for residential, commercial and/or industrial rehabilitation, expansion, or new development projects within the Zone, subject to the limitations imposed by Section 6 of this Ordinance.

Any land owned by the City of Bloomington in the Zone that is available for sale will be sold for commercial or industrial development at a rate below its appraised fair market value as follows:

Amount of Increase in Assessed Valuation	Percentage Discount
Under \$1,000,000	0%
\$1,000,001 - \$2,000,000	20%
\$2,000,001 - \$3,000,000	40%
\$3,000,001 - \$4,000,000	60%
\$4,000,001 - \$5,000,000	80%
Over \$5,000,000	100%

Reduction by 50% of all development and permit fees for work in and related to development of the Zone. Fees subject to the reduction include water and sewer connection charges, excavation permit fees, engineering inspection fees and building permit fees.

Issuance of private activity bonds of the City of Bloomington for development of the Zone to the full extent permitted by the Internal Revenue Code.

(e) Abatement of 50% of the real estate property tax generated within the zone by residential, commercial and industrial rehabilitation, expansion, and/or new development projects in the Zone for a ten (10) year period.

SECTION 5. Pursuant to Section 4(d) of the Act, this Ordinance does not prohibit the City from extending additional tax incentives or reimbursements for business enterprises in this Enterprise Zone or its corporate limits by separate Ordinance.

SECTION 6. No taxes upon real estate shall be abated, nor shall any credit or refund of Municipal Retailer's Occupation Tax be authorized unless the Improvement, reconstruction or rehabilitation to which the same relates is of the nature and scope for which a building permit is required by the Building Code and said required permit has been obtained.

SECTION 7. That the City Manager be, and he is hereby, authorized and directed to cause application in be made to the State of Illinois pursuant to said Act containing that which is required thereby and that which Is permitted thereby to the extent deemed by him to be conducive to the carrying out of the intent and purpose of the Act and of this Ordinance, and to cause to be promulgated such programs, directives, rules and regulations, to make such recommendations, and to furnish such information not inconsistent therewith as to secure certification of said zone and to administer the same and the programs therein after the same is so certified.

SECTION 8. The position of "Zone Administrator" is hereby created. The first Zone Administrator shall be the Executive Director of the McLean County Economic Development Council, who is an officer or employee of the City of Bloomington and successors shall be designated pursuant to an Intergovernmental Agreement by and among the City of Bloomington, Town of Normal and County of McLean pertaining to the Zone. The duties of the Zone Administrator shall I be performed in addition to the regular duties of the position of Executive Director.

It shall be the power and duty of the Zone Administrator to:

- (a) supervise the implementation of the provisions of this Ordinance and the Illinois Enterprise Zone Act;
- (b) act as a liaison between the City of Bloomington, the County of McLean, the Illinois Commerce and Community Affairs, organization(s); and other state, agencies, whether public or private;
- (c) conduct an ongoing evaluation of the enterprise zone program and submit such evaluative reports on at feast an annual basis to the Mayor or the City Council;
- (d) promote the coordination of other relevant programs, including but not limited to, housing, community and economicdevelopment,small Ibusiness, financial assistanceand employment training with in the enterprise zone;
- (e) recommend qualified designated zone organizations to the City Council; and
- (f) have other such duties as specified by either the Mayor or the City Council.

In addition, the City of Bloomington may designate one or more organizations qualified under Section 3(d) of the Act as designated zone organizations.

SECTION 9. All Ordinances or parts of Ordinances, in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 10. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law and shall apply to such portion of the Zone as is or becomes a part of the City of Bloomington in the duration of the Zone.

PASSED this 26th day of December, 1984.

APPROVED this 26th day of December, 1984.

APPROVED:

DONN PIERCE Acting Mayor

ATTEST:

SANDRA CORDERO, City Clerk

Published this 28th day of December, 1984.

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. This item included an ordinance which would extend the Enterprise Zone to the Central IL Regional Airport (CIRA). This item involved a new FedEx facility. FedEx planned to invest \$5 million in the facility and employ thirty (30) people at same. He added that Ken Springer, Bloomington Normal Economic Development Council's (EDC) Vice President, was present at tonight's meeting.

Mayor Renner thanked the EDC and others for their efforts and success regarding this project.

Mr. Hales added that Carl Olson, CIRA's Executive Director, was also present at the meeting. He noted that this project had been a three (3) year effort.

Alderman Fazzini questioned if FedEx's planned facility was tied to approval of this item.

Ken Springer, EDC's Vice President, addressed the Council. He noted that this was difficult to answer. An Enterprise Zone was not a lucrative incentive. It represented a

three to five percent (3 – 5%) savings. FedEx has requested same. It was seen as being helpful. A FedEx facility at CIRA made the airport more attractive.

Alderman Fazzini restated that FedEx had requested inclusion in the Enterprise Zone and a FedEx facility would make CIRA more attractive to other companies.

Mr. Springer responded affirmatively. Part of the EDC's long term strategic plan included insuring that CIRA would be an asset for the community.

Alderman Lower noted that this property could or could not be included in the Enterprise Zone.

Mr. Springer noted that currently the land was vacant. The EDC hoped to see additional logistics air related businesses locate there. CIRA needed to diversify its revenue streams.

Alderman Lower was well aware of CIRA's financial situation. He questioned if a cost/benefit analysis had been completed.

Mr. Springer restated that this incentive offered future attractions. The Enterprise Zone represented a three to five percent (3 – 5%) project cost savings. Enterprise Zones were a state based incentive.

Alderman Lower believed that this item involved a transfer of FedEx's facility from Peoria to the City.

Mr. Springer did not know if this item was an asset shift. FedEx has made no public comments regarding same.

Alderman Lower questioned what other entities were interested in this site.

Mr. Springer noted that there were other potential developments. The EDC hoped that this land would become an air cargo cluster at CIRA.

Alderman Lower noted Rockford's airport as an example.

Mr. Springer noted that an Enterprise Zone was wide open.

Alderman Sage stated his support for this item. He added his appreciation to those involved for their efforts regarding this project. He noted past practice which applied to Enterprise Zone to a specific tract of land for a designated use. This request appeared to be creating a foot print.

Mr. Springer acknowledged the past practice of specific parcels for specific projects. He noted the recent amendment which included the Downtown. The Enterprise Zone would expire on July 1, 2016. In the past, the EDC had taken a conservative approach. At

this time, the EDC was giving consideration to geographic areas in the hope to attract development. He noted that the majority of current Enterprise Zone was part of Mitsubishi Motors.

Alderman Sage believed that this item represented a good starting point. Success often lead to success.

Alderman Mwilambwe questioned the thirty (30) jobs and the salary range.

Mr. Springer stated that he did not know. FedEx had not shared this information.

Alderman Mwilambwe noted the expiration of the Enterprise Zone in 2016. He questioned other tools in the EDC tool box.

Alderman Schmidt questioned the City's ability/opportunity to pursue a new Enterprise Zone. This represented a big tool. The City needed to have a plan. A new Enterprise Zone should consider poverty and commercial occupancy rates.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Ordinance be passed and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Fiscal Year 2015 Service Agreement with the Downtown Bloomington Association (DBA)

RECOMMENDATION/MOTION: That the FY 2015 Service Agreement with the Downtown Bloomington Association be approved in the amount of \$90,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy, and Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; Objective 3c. Revitalization of older commercial homes; Objective 3d. Expanded

retail businesses; Objective 3e. Strong working relationships among the City, businesses, economic development organizations; Objective 6a. More beautiful, clean Downtown area; Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; Objective 6c. Downtown becoming a community and regional destination; Objective 6d. Appropriate leisure and recreational opportunities responding to the needs of residents; and Objective 6e. Preservation of historic buildings.

BACKGROUND: Over the last twenty years, the City has partnered with several different organizations and programs in the Downtown area. These include Bloomington Unlimited, Uniquely Bloomington and, currently, the Downtown Bloomington Association (DBA). These partnerships have involved both financial and in-kind support aimed at developing the Downtown area as a unique neighborhood within the community.

For some years prior to 2006, the City had an agreement with Uniquely Bloomington which provided for that organization to receive \$200,000 per year of Downtown TIF (Tax Increment Finance) funds. After Uniquely Bloomington dissolved, the DBA was created and the City provided \$50,000 in funding. In 2006, the City provided \$75,000. On May 14, 2007, the Council approved a five (5) year agreement with the DBA that included a performance clause with annual renewals based upon City staff's recommendation, with threshold dollar amounts remaining in place. An illustration of funding patterns for the DBA was provided to Council.

The DBA office staff consists of the Executive Director and Marketing Coordinator. The financial terms proposed within the Funding Agreement with the DBA are based on the following considerations:

1. Fixed cost, (salaries, rent and utilities);
2. Salary and benefits for the DBA's Executive Director and Marketing Coordinator;
3. Administration of the Farmers Market, including the Thanksgiving and indoor Farmer's Markets and Artist Show Case;
4. Outreach: number of activities, building renovations, public and private reinvestments statistics, design assistance projects and private partnerships that could include a formal sidewalk snow removal and refuse collection contracts;
5. Oversight of Downtown refuse/litter program through partnership with Mclean County Adult Services (probationers);
6. Further develop the existing DBA information directory;
7. Serve as a conduit for Downtown businesses and representatives for the purpose of sharing City related information and activities including, but not limited to, ordinances and fine schedules on litter, snow removal, and refuse collection for residences;
8. Create a Downtown Ambassador program;
9. Special Events would include events that would benefit all Downtown merchants;
10. Performance Measurements and Economic Development: DBA will be responsible for tracking and reporting of all Performance Measurements, including:
 1. Number of DBA members
 2. Number of reoccurring events
 3. Golden Broom Awards
 4. Number of new events

5. Number of new businesses in the Downtown community
6. Revitalization efforts (including building renovation and public and private reinvestments statistics)
7. Number of private partnerships (including trash and snow removal)
8. Vendors for the Farmers' Market

Performance measurement data will be submitted to the City Manager's Office on a monthly basis for inclusion in the City Manager's Monthly Performance Data Report;

11. Monthly Report to be submitted to the City Manager's Office by the 15th of each month;
12. Monthly meetings are to be held with the DBA's Executive Director and the City staff liaison to ensure "immediate accomplishments";
13. Maintain the Illinois Main Street designation;
14. The agreement would be in effect, commencing on May 1, 2014 and terminating on April 30, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: DBA Executive Director, DBA Board President and Downtown Property Owners President.

FINANCIAL IMPACT: The FY 2015 Budget included \$90,000 approved by Council on April 21, 2014, under: "Economic Development - To Downtown Bloomington Association" Line Item: 10019170 – 75012. Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Budget Overview and General Fund" on page 319.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

FUNDING AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE DOWNTOWN BLOOMINGTON ASSOCIATION

This Agreement is made and entered into this ____ day of _____, 2014 by and between the City of Bloomington, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as "City"), and the Downtown Bloomington Association, a not-for-profit membership-based organization (hereinafter referred to as "DBA").

Recitals

WHEREAS, the DBA is a not-for-profit membership-based organization representing business, property owners and residents, to enhance the vitality and livability of downtown Bloomington; and

WHEREAS, the DBA has served the Bloomington community in a variety of ways over the last several years, generating awareness and increased business traffic in downtown Bloomington with various events including the Farmers' Market, which has proven to be one of the largest markets in central Illinois, providing opportunities for people to come downtown for fresh fruit and vegetables, as well as for local shopping; and

WHEREAS, in March 2005, the DBA was accepted into the Illinois Main Street Program, which provides technical assistance and, in partnership with the Illinois Historic Preservation Agency, provides design assistance to downtown business and property owners; and

WHEREAS, the DBA receives financial support from private sponsors, contributing members and the City; and

WHEREAS, the City Council has approved Agreements with the DBA for financial support in the following amounts: 2007 = \$180,000; 2008 = \$190,000; 2009 = \$195,000; 2010 = \$195,000; 2011 = \$90,000 and 2012 = \$90,000; and

WHEREAS, in 2013, the City Council provided financial support to the DBA in the amount of \$90,000, which expires April 30, 2014; and

WHEREAS, the City now desires to enter into a Funding Agreement with the DBA and agrees to provide financial support in the amount of \$90,000 in Fiscal Year 2015.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the City and the DBA do hereby agree as follows:

Section 1: Funding. The City, subject to the terms and conditions of this Agreement, hereby agrees to provide the DBA the sum of no less than ninety-thousand dollars (\$90,000) for FY2015. None of these funds shall be utilized for political activities, or in any other manner that is inconsistent with the vision, goals and objectives of the City.

Monthly payments shall be made to the DBA by the first of each month and shall be in the amount of \$7,500. The last payment shall be in April 2015.

Section 2: Term. The term of said agreement shall be May 1, 2014 through April 30, 2015.

Section 3: DBA Responsibilities. During the funding period outlined in Section 1, the DBA's responsibilities shall include, but not be limited to, the following: 1) coordinate; Bloomington's downtown revitalization efforts; 2) provide design assistance to property owners;

3) manage business recruitment activities; 4) plan and oversee the Farmers' Market from May until October of each year, the Thanksgiving Farmers' Market and the indoor Farmers' Market; 5) oversee trash and litter from the sidewalks; 6) increase DBA membership; 7) continue to work towards identifying external funding sources; 8) further develop the existing DBA information directory; 9) serve as a conduit for downtown businesses and representatives for the purpose of sharing City related information and activities including, but not limited to, ordinances and fine schedules on litter, snow removal, and trash pick-up for residences/business; and 10) create a downtown Ambassador Program. The DBA shall provide other services on an on-going and "as requested" basis as agreed upon by the City of Bloomington and the DBA Board of Directors.

Section 4: Performance Measurements. The DBA shall be responsible for the tracking and reporting of the following performance measurements: 1) number of DBA members; 2) number of reoccurring events; 3) Golden Broom Awards; 4) number of new events; 5) revitalization efforts (including building renovation and public and private reinvestments statistics); 6) number of private partnerships (including trash and snow removal); and 7) vendors for the Farmers' Market.

Section 5: Records and Reports. The DBA shall provide the performance measurement data outlined in Section 3 to the Office of the City Manager by the 15th of each month of the funding period for inclusion in the City Manager Monthly Performance Data Report.

Section 6: Board Representation. The DBA Board of Directors shall provide balanced representation across the downtown Bloomington area. The City Manager and/or their designees shall serve as ex officio members of the DBA Board of Directors.

Section 7: Termination. This Agreement may be terminated by the City immediately and without notice for any of the following reasons: 1) violation of the terms and conditions of this Agreement by the DBA; and/or 2) if the DBA enters into an arrangement for satisfaction of its creditors, receivership, or bankruptcy under the laws of the United States or the State of Illinois, either voluntarily or involuntarily.

Section 8: Dissolution of the DBA. In the event the DBA is dissolved for any reason after payment of all debts and obligations of the DBA, the City's funds for the then current fiscal year shall, to the extent permitted by law, be returned to the City in a pro-rated amount.

Section 9: Waiver. Waiver by any party of any breach of any term, condition, or covenant contained in this Agreement shall not be deemed a waiver of any other term, condition or covenant herein.

Section 10: Assignability. It is agreed that neither the City nor the DBA shall have the right to assign this Agreement, in whole or in part, without the written consent of the other party.

Section 11: Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City and the DBA and their respective successors and assigns.

In Witness Whereof, the parties hereto have executed this Agreement on the date first appearing above.

**City of Bloomington, Illinois,
a Municipal Corporation**

Downtown Bloomington Association

By: Tari Renner
Mayor

By: _____
Troy Clark, President

Attest:

Attest:

Tracey Covert, City Clerk

(Name, Title)

Alderman Schmidt left the dais. She was a member of the Downtown Bloomington Association (DBA) board.

Mayor Renner introduced this item.

David Hales, addressed the Council. He informed them that Justine Robinson, Economic Development Coordinator was also acting as the Downtown Liaison. He noted that Trish Stiller, DBA's Executive Director, was present at this evening's meeting. He noted the City's relationship with the DBA.

Mayor Renner noted the Downtown's role in economic development. The Downtown was the City's historic and cultural core.

Alderman Lower questioned if the Downtown was being in filled with viable businesses. He questioned revenue raised from DBA membership dues.

Trish Stiller, DBA's Executive Director, addressed the Council. She noted that there were seventy-one (71) businesses that supported the DBA at various levels. There were five (5) levels of membership: 1.) Associate: \$25; 2.) Friend: \$50; 3.) Resident: \$75; 4.) Business: \$200; and 5.) Sponsor: \$300, \$500 or \$1,000. Dues were paid annually. She believed that the DBA would collect approximately \$10,000 this year. In addition, the DBA held private fundraisers such as the sale of Christmas greenery and the recent Downtown Trivia Night. The DBA continued to seek out other revenue sources. She noted the IL Prairie Foundation and grant opportunities.

Alderman Lower recalled that when the DBA was originally established, the City planned to provide five (5) years of financial support.

Ms. Stiller noted that the City's level of support had declined by fifty percent (50%). The DBA also operated with half the staff.

Mr. Hales noted that the Downtown TIF had allowed the City to provided additional resources to the DBA. The Downtown TIF had expired and the City reduced its funding to the DBA. In addition, the City established performance standards. The DBA provided marketing for the Downtown and hosted Special Events. There was contract between the City and the DBA not simply funding provided. The DBA must demonstrate performance.

Alderman Lower noted the Farmer's Market. He questioned if the DBA was net neutral.

Ms. Stiller noted that the City's stipend was paid in monthly installments and was directed towards general purpose expenditures such as office rent and employee training. The Farmer's Market was net neutral. The vendors rent their booth space.

Justine Robinson, Economic Development Coordinator, addressed the Council. She noted the DBA's First Fridays' events. She cited sales tax revenue from the Downtown.

Alderman Lower questioned investment in the DBA.

Mr. Hales cited the increase in the Downtown's EAV. He added that there were other entities in the Downtown prior to the DBA. The organizations address Downtown's vitality and hosted events. Main streets across the nation need an effort/organization like the DBA to revitalize and re-energize cities downtowns. He restated that the City's first TIF was in the Downtown.

Alderman Lower questioned next steps. He recommended a step down goal of no taxpayer support/investment in the DBA.

Mr. Hales noted the Downtown's historic structures and the maintenance cost for same.

Alderman Lower readdressed a cost benefit analysis of the DBA. He believed that these dollars could be invested elsewhere in the City.

Mr. Hales noted the City's \$100,000 annual investment in the Bloomington Normal Economic Development Council.

Ms. Stiller readdressed the Council. The Downtown was a registered historic district. It also held an IL Main St. Program designation. This designation provided DBA staff with access to resources and training. The DBA would be celebrating its tenth anniversary. She expressed her appreciation to the City for its level of support.

Alderman Lower restated his belief that these dollars could be invested elsewhere in the City.

Mayor Renner cited the City's CDBG, (Community Development Block Grant), funding which directed dollars to other areas of the City.

Alderman Lower noted the City's concentrated effort on one (1) area of the City which had had no direct benefit for the entire City.

Mayor Renner noted that across the country downtowns were declining.

Alderman Lower restated his opinion that these dollars should be invested in other areas of the City. There needed to be metrics and goals.

Alderman Fazzini noted questions raised prior to the Council meeting. It appeared that the DBA had met the goals. The DBA submitted monthly reports to the City. He informed the Council that when Uniquely Bloomington existed (a predecessor) to the DBA, he had served as this organization's Vice President. Uniquely Bloomington had received \$200,000 annually from the City. In addition, Uniquely Bloomington administered the City's façade grant program which had an annual budget of \$200,000. He recalled that financial reports for Uniquely Bloomington showed that for every public dollar investment in the Downtown eight (8) private dollars were invested. The City needed to improve the Downtown. DBA funding was down to \$90,000. He expressed his support for the monthly reports. The City needed a thriving Downtown.

Alderman Black expressed his appreciation for the DBA. He had participated in the Downtown Trivia Night. He wanted to see improvement in the Downtown. Such improvement should have a positive impact on adjacent residential home values. The City had placed resources into the Downtown because it mattered. The Farmer's Market was an economic generator. There were unique businesses in the Downtown. It was important for the City to make an investment in same.

Alderman Sage recalled that initially the City agreed to a five (5) year funding plan. It had become annual funding. Performance metrics had been added. There had been forward progress. The City needed to dedicate resources for management of the Downtown.

Alderman Painter expressed her support for the DBA. She had volunteered at the Farmer's Market. The costs were down. She looked forward to further improvements in the Downtown. She noted the improved appearance of same. She expressed her interest in the DBA's vision going forward.

Motion by Alderman Black, seconded by Alderman Painter that the FY 2015 Service Agreement with the Downtown Bloomington Association be approved, in the amount of \$90,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Alderman Lower.

Motion carried.

Alderman Schmidt returned to the meeting.

The following was presented:

SUBJECT: Intergovernmental Agreement to Support Household Hazardous Waste (HHW) Collection in Bloomington, Normal and McLean County to be Overseen by the Ecology Action Center (EAC) for \$31,500 per year for three (3) years

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

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

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

BACKGROUND: Bloomington has limited service in the area of HHW collection. These materials are contaminants that cannot be legally disposed of in the McLean County Landfill. The same is true for Normal and McLean County. Rather than each government entity creating their own programs, the municipal governments have turned to the EAC to lead this effort through periodic special collections. The Biennial HHW Collection Agreement formalizes this arrangement and provides a funding mechanism. The proposal fits squarely into the City's Strategic Plan by partnering in order to provide service and address cost efficiency.

The service is valuable and should be provided as a way to dissuade people from illegally placing the materials into their household waste. These HHWs are materials that are commonly found in households. Following are examples:

- Oil-based paints
- Paint thinners
- Used motor oil
- Herbicides
- Drain cleaners
- Old gasoline
- Antifreeze
- Cleaning products
- Mercury
- Double bagged and wetted asbestos
- Household batteries
- Insecticides
- Lawn chemicals
- Pesticides
- Solvents
- Pool chemicals
- Hobby chemicals
- Aerosol paints and pesticides
- Fluorescent lamp bulbs
- Old and outdated medicines and

pharmaceuticals

Payment to the EAC will be made to a designated fund. It is to be based on a per capita ratio. The City was asked to pay \$31,500 per year, which amounts to forty-five percent (45%) of the cost. The contract lasts three (3) years and ensures biennial collections. Annual renewal is automatic unless the City formally withdraws.

Demonstrated Need: An HHW collection event in 2012 had a cost of \$143,000. The three (3) governing bodies paid half and contributions provided the other half. According to the EAC, residents used 1,951 vehicles to bring 161,640 pounds of hazardous waste to the collection point, the McLean County Interstate Center. It was the first locally produced and funded collection event and demonstrated the need to hold more such events. The unexpectedly high turnout resulted in two (2) hour wait times during the September 2012 event, the first one held in Bloomington-Normal in five (5) years. EAC turned to local funding because of lack of available funding from the Illinois Environmental Protection Agency (IEPA).

Another event was hosted by EAC in October 2013. At this event, wait times were reduced to forty-five (45) minutes at peak times and far less at others. Collection results from EAC include the following:

- Combined total of 20,693 gallons of hazardous materials including
- 1,155 gallons of oil paints
- 4,439 gallons of pesticides
- 1,615 gallons of aerosol paints
- 5,652 gallons of combustible substances among other materials.

HHW collection is a need identified in the McLean County Integrated Solid Waste Management Plan Five (5) Year Update, which was produced in 2012. The document notes few HHW collection options in the area and warns that household hazardous waste can contaminate ground water.

EAC also provides educational components. Its Internet site promotes use of non-hazardous materials to replace common household hazardous waste.

FINANCIAL IMPACT: The \$31,500 has been appropriated in the FY 2015 Budget under Solid Waste - Other Purchased Services (54404400 - 70690). Stakeholders can locate this in the FY 2015 Proposed Budget document titled “Other Funds & Capital Improvement Program” on page 145.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

This agreement is entered into by and between the City of Bloomington, Town of Normal, and County of McLean (hereinafter referred to as the “City”, “Town”, and “County”) and the Ecology Action Center (hereinafter referred to as the “Center”).

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the administration and implementation of the McLean County Household Hazardous Waste Program, hereafter referred to as the “Program”, to include coordination of biennial household hazardous waste (HHW) collection events for the City, Town, and County.

B. Period of Agreement:

The agreement commences July 1, 2014 and ends December 31, 2017. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City, Town, and County

The City, Town, and County shall:

- a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee and
- b. provide funding for the project in accordance with item “D” of this agreement
- c. provide direct assistance with HHW event needs where appropriate including usage of traffic barricades, police for traffic control on public roadways, etc.

2. Center

The Center shall:

- a. coordinate biennial HHW collection events for the residents of the City, Town, and County in Fall 2015 and Fall 2017;
- b. provide the specific HHW coordination services to the City, Town, and County as outlined in Appendix A; and
- c. complete the following reporting requirements: 1) post-collection event reports to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) reporting to the Illinois Environmental Protection Agency if required; 3) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

D. Project Costs:

1. The annual contract cost of the “Program” will be split by the City, Town, and County proportionally by population using the figures of 45% to represent the City population, 31% to represent the Town population, and 24% to represent the County population.
2. Annual payments of \$31,500 each shall be made by the City by August 1st, pending receipt of an invoice from the Center by July 15th.
3. Annual payments of \$21,700 each shall be made by the Town by August 1st, pending receipt of an invoice from the Center by July 15th.
4. Annual payments of \$16,800 each shall be made by the County by August 1st, pending receipt of an invoice from the Center by July 15th.
5. Upon receipt by the Center, all program funds shall be designated as restricted funds within the “McLean County HHW Fund” held by the Center within a separate banking account.
 - a. Any interest earned by this account will be also be considered restricted funds for HHW purposes.
 - b. The Center will accept public contributions to the “McLean County HHW Fund” to be treated and expended in the same manner.
 - c. In the event of HHW funding received from the Illinois Environmental Protection Agency, said funding will be used prior to expending program funds.
 - d. At the end of the agreement period, unused program funds will be returned to the City, Town, and County unless re-designation for related purposes is mutually agreed upon at that time by all parties.
 - e. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, and County General Revenue Funds. Furthermore, it is also understood that the Center’s ability to execute this agreement is contingent upon

the continued renewal of the “Solid Waste Program Agreement”, which provides funding for staff necessary to coordinate this Household Hazardous Waste program.

- E. The Center shall save and hold the City, Town, and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney’s fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney’s fee paid or incurred or paid for on behalf of the City, Town, and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

Tari Renner
City of Bloomington

Date: May 28, 2014

Town of Normal

Date

Matt Sorenson
County of McLean

Date: April 15, 2014

Ecology Action Center

Date

APPENDIX A Services Provided

The Center shall:

- a. perform the following coordination services in providing for a HHW collection every second year of the contract:
- distribute a request for proposals to potential subcontractors for the collection, transportation and disposal of hazardous and universal wastes;
 - review submitted proposals against criteria outlined in RFP;

- select and hire qualified and insured hazardous waste service provider or providers ;
- utilize local and/or nonprofit partners where beneficial to reduce service costs, i.e. e-waste collection;
- identify and secure permission for usage of an appropriate event site;
- secure permits and/or permission from the Illinois Environmental Protection Agency as required;
- schedule biennial HHW collection event;
- recruit and coordinate sufficient personnel to staff the non-hazardous needs of the collection event;
- publicize biennial collection utilizing traditional and social media;
- maintain opt-in email notification service to notify community residents of upcoming HHW collection opportunities;
- adhere to all applicable laws and regulations;
- design and manage collection events to minimize traffic issues or other hazards on public roadways;
- promote other regional HHW collection events when open to local residents.

b. provide for the financial management of the program to include:

- application for HHW collection funding from the Illinois Environmental Protection Agency or other potential funding sources that become available;
- solicitation of donations from the general public to the “McLean County HHW Fund” to supplement program funding;
- the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
- accounting of HHW program funds as restricted funds designated for the “McLean County HHW Fund” held in a separate account by the Center.

c. provide for the administration of the program to include:

- the submission of biennial reports to the City, Town, and County on the activities conducted in compliance with this agreement;
- the submission of any required reports to the Illinois Environmental Protection Agency (IEPA);
- the invoices for services performed in accordance with item “D” of this agreement and;
- the reporting of program activities to the McLean County Solid Waste Technical Committee and other local government entities as requested.

APPENDIX B
Biennial Program Budget

year	program funding	population percentage	subtotal
2014	Bloomington	45.0%	\$ 31,500
2014	Normal	31.0%	\$ 21,700
	McLean County Solid Waste		
2014	Fund	24.0%	\$ 16,800
2015	Bloomington	45.0%	\$ 31,500
2015	Normal	31.0%	\$ 21,700
	McLean County Solid Waste		
2015	Fund	24.0%	\$ 16,800
2015	Voluntary gate donations		\$ 10,000
2016	Bloomington	45.0%	\$ 31,500
2016	Normal	31.0%	\$ 21,700
	McLean County Solid Waste		
2016	Fund	24.0%	\$ 16,800
2017	Bloomington	45.0%	\$ 31,500
2017	Normal	31.0%	\$ 21,700
	McLean County Solid Waste		
2017	Fund	24.0%	\$ 16,800
2017	Voluntary gate donations		\$ 10,000
	TOTAL		\$ 300,000

year	Expenses	subtotal
2015	HHW Disposal	\$ 141,000
2015	Printing	\$ 1,500
2015	Promotions	\$ 6,000
2015	Event Supplies	\$ 1,500
	Administration and	
2015	Coordination	\$ 0 *
2017	HHW Disposal	\$ 141,000
2017	Printing	\$ 1,500
2017	Promotions	\$ 6,000
2017	Event Supplies	\$ 1,500
	Administration and	
2017	Coordination	\$ 0 *
	TOTAL	\$ 300,000

* Funded through the McLean County Solid Waste Program

Exhibit A - Contractor Certification For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, or County of McLean to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. CONFLICT. Contractor certifies that no Town of Normal, City of Bloomington, or County of McLean officer or employee has any interest in the proceeds of this contract.
2. BRIBERY. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. DEBARMENT. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. SARBANES-OXLEY. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. BID RIGGING/BID ROTATING. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. DELINQUENT PAYMENTS. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, or County of McLean.
7. RECORDS. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. HUMAN RIGHTS ACTS. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. NON-DISCRIMINATION. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.

10. DBE. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. PATRIOT ACT. Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is 37 - 1157100.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal, City of Bloomington, or County of McLean held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal, City of Bloomington, or County of McLean its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Done this _____ day of _____, 20____.

Ecology Action Center as Contractor

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. Hazardous waste services took significant resources. In the past, the community had received state funding and solicited donations from private citizens. Hazardous waste collection needed to be continued on a regular basis. Three (3) local government agencies would provide funding: Town of Normal, McLean County and the City. The agreement provided funding over a three (3) year period. In addition, grants would be applied for. The City's cost would be \$31,500 per year and would be budgeted in the Solid Waste Fund.

Alderman Fazzini cited the line and wait times for past hazardous waste collection days.

Michael Brown, Ecology Action Center, (EAC), Executive Director, addressed the Council. In 2012, the EAC conducted a yearlong fundraiser to provide a household hazardous waste collection. This was the first one in six (6) years. The community responded to help cover the \$150,000 cost. The City provided \$25,000. He described this event as successful. Hazardous waste collection was dependent upon intervals. The EAC has been unable to sustain this type of collection as an annual event. Private donations were collected during the last event and raised \$10,000.

Alderman Fazzini expressed his belief that hazardous materials had been disposed of improperly during the six (6) year interval.

Mr. Brown informed the Council that the EAC received hundreds of telephone calls each year regarding hazardous materials. There were times when individuals have not been able to wait for a hazardous waste collection, (i.e. relocation, death, etc.)

Alderman Fazzini expressed his opinion that a considerable amount of hazardous materials had been placed in landfills. The City needed to play a prevention role.

Alderman Lower questioned why the City could not provide regular hazardous waste collection. He noted the City's single stream recycling program.

Mr. Hales cited the City's efforts on the proposed intergovernmental agreement. The City was being proactive. This agreement would provide hazardous waste collection on a regular/annual basis. There were communities that had sufficient funding to offer hazardous waste collection on a daily basis. He restated the collaboration with the Town, County and EAC.

Alderman Lower questioned future plans such as offering hazardous waste collection on a monthly basis.

Mr. Hales cited the cost for same. He noted that the Council could give consideration to an increase to the Solid Waste Management fee.

Mr. Brown addressed the actual cost for hazardous waste collection. The event needed to be promoted and a special waste collection firm needed to be retained. He noted that currently the County had a Solid Waste Fund. The fund provided the EAC with revenue. This fee will continue to serve as a funding source for the next two (2) years. He added that there were cost savings gain from a community wide collection.

Alderman Mwilambwe expressed his support. The City needed to be proactive. He noted that these would be limited to an annual event. He added his concern regarding the environmental cost.

Motion by Alderman Black, seconded by Alderman Fazzini that the agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Acceptance of Woodbury Estates Subdivision Park and Detention Basin Land for Ownership and Maintenance

RECOMMENDATION/MOTION: That the 1.4 acre park and 0.74 acre detention basin land in Woodbury Estates Subdivision be accepted by the City for ownership and maintenance, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods, and Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 4d. Improved neighborhood infrastructure, and 5b. City decisions consistent with plans and policies. This development improves the quality of life for lower income residents and develops stronger neighborhoods, through the pride of ownership, by offering affordable housing to those who may not otherwise have been able to obtain home ownership.

BACKGROUND: The Woodbury Estates Subdivision has been developed by the Tornquist Family Foundation, a not for profit charitable foundation, with the intent of providing “affordable housing” to low income families. There are fifty-five (55) buildable lots in the subdivision. The City’s Community Development Division provided a Community Development Block Grant of \$354,354 to help in this effort. In return, ten percent (10%) of the lots were conveyed to Community Development for Youth Build projects, Area Vocational Center Building Trades class projects and others; twenty percent (20%) of the homes are to be built through Habitat for Humanity and sold to families whose income is below fifty percent (50%) of the median income for the metropolitan area; with the remaining seventy percent (70%) being subsidized, built and sold by the Tornquist Family Foundation. In return for providing these affordable properties, the City agreed to waive fees for permits, annexation and park dedication.

Council approval is requested for the City to accept ownership and maintenance of the 1.4 acre park and 0.74 acre detention basin, Outlots B and A respectively as shown on Exhibit A.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Tornquist Family Foundation.

FINANCIAL IMPACT: The Parks, Recreation and Cultural Arts Department will maintain the acquired properties utilizing existing mowing and maintenance crews. The department has developed conceptual plans (Exhibit B) for the 1.4 acres of green space. This park will be developed in the future as funding allows.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by: Jim Karch, PE, Director of Public Works
John R. Kennedy, Director of Parks, Rec. & Cultural Arts
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, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He recognized the Tornquist Family Foundation which had been an affordable housing catalyst. He noted the impact of the recession on residential development. The City was prepared to accept title to the park site and detention basin. He recommended Council approval of this item.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the 1.4 acre park and 0.74 acre detention basin land in Woodbury Estates Subdivision be accepted by the City for ownership and maintenance, 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, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Resolution Supporting the Mahomet Aquifer Sole Source Application with the US Environmental Protection Agency (USEPA)

RECOMMENDATION/MOTION: That the Resolution be adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5c. Incorporation of “green sustainable” concepts into City’s development and plans.

BACKGROUND: The Mahomet Aquifer is the principal source of drinking water for over 100 communities in Central and East Central Illinois and for thousands of rural, domestic and farm wells. The Aquifer spans 4,100 square miles and extends into fourteen (14) counties in Illinois including Cass, Champaign, DeWitt, Ford, Iroquois, Logan, Macon, Mason, McLean, Menard, Piatt, Tazewell, Vermilion and Woodford. It is estimated that fifty-seven (57) million gallons of water are withdrawn every day from the Mahomet Aquifer for potable water consumption serving a population of over 800,000 people. The Aquifer also is estimated to supply nearly 300 million gallons of water per day for crop irrigation purposes during typical summer weather conditions.

While the City currently obtains its water from other sources, the Aquifer is an extremely important potential source of drinking water and one which the City will almost certainly need to draw upon in the future. The aquifer is so important to the City that it has, working with the Illinois State Geologic Survey and the Illinois State Water Survey, extensively researched the aquifer in the area near the nexus of the borders of McLean, Tazewell and Logan Counties at a cost of over \$1.0 million. The City maintains continuous aquifer level monitoring equipment in monitoring wells in the researched area to this day. This future source of water is critical not only for the City but also the numerous customers it serves throughout McLean County. Our neighbor to the north, the Town of Normal, currently draws upon the Aquifer for approximately forty percent (40%) of its water consumption and expects to increase this amount in the future. Many communities in Central Illinois rely exclusively on the Mahomet Aquifer for all drinking water needs, including Champaign and Urbana. For those communities, and for the Town of Normal, there are no other reasonable or practical alternatives to meet the potable water needs of the community other than the Mahomet Aquifer.

The USEPA has the ability to designate an aquifer that serves a large number of people, where there are no reasonable or practical water resource alternatives, as a “Sole Source Aquifer”. Such designation requires a higher level of scrutiny on any surface level activities, involving federal funding, that could adversely impact the designated aquifer. Such activities might include large construction projects such as roads and bridges, water shed improvements, landfill sitings, etc. The overall purpose of the Sole Source Aquifer designation is to create an additional layer of regulation that will help protect the aquifer from contamination that might render the aquifer unusable for drinking water.

There is currently a petition before the USEPA brought by fourteen (14) municipalities in Central Illinois to designate the Mahomet Aquifer as a Sole Source Aquifer. That application was submitted in 2012 and has undergone extensive review by the Agency since that time.

The USEPA Region Five, which has jurisdiction over this Sole Source Aquifer decision, has issued its preliminary finding that the Mahomet Aquifer appears to meet the statutory requirements for designation as a Sole Source Aquifer. Following this preliminary finding, the USEPA is required to solicit public comment on the proposed sole source aquifer designation. Public comments may be submitted to the USEPA on the Sole Source Application through June 12, 2014.

Given the importance of this issue and the importance of protecting the Mahomet Aquifer, staff has prepared the attached resolution which, if enacted, will be forwarded to the USEPA Region Five, and included as part of the official record supporting the Sole Source Aquifer designation of the Mahomet Aquifer. This resolution is virtually identical to one recently passed by the Town of Normal.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None

Respectfully submitted for Council consideration.

Prepared by: Craig Cummings, Director of Water

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 23

A RESOLUTION SUPPORTING THE MAHOMET AQUIFER SOLE SOURCE APPLICATION WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the Mahomet Aquifer is an important potential source of drinking water for the City of Bloomington and those communities to which the City provides water; and

WHEREAS, the Mahomet Aquifer is the principal source of drinking water for over 100 communities in east central Illinois and for thousands of rural, domestic and farm wells; and

WHEREAS, it is estimated that 57,000,000 gallons of water are withdrawn every day from the aquifer for potable uses serving an estimated 500,000 people; and

WHEREAS, the Mahomet Aquifer supplies approximately 300,000,000 gallons of water per day for crop irrigation purposes during normal weather summer months; and

WHEREAS, the Mahomet Aquifer is vulnerable to contamination by human activity; and

WHEREAS, the United States EPA designation of the Mahomet Aquifer as a sole source water supply will provide a layer of protection from future contamination of the aquifer; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of Bloomington to express support for the application and designation of the Mahomet Aquifer as a sole source water supply pursuant to United States law.

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

SECTION ONE: That the Mayor and the City Council of the City of Bloomington hereby endorse and support the pending application before the United States Environmental Protection Agency to designate the Mahomet Aquifer as a sole source water supply.

SECTION TWO: That the Mayor and the City Council hereby further urge the United States Environmental Protection Agency to take prompt positive action in designating the Mahomet Aquifer as a sole source water supply pursuant to United States law.

ADOPTED this 27th day of May, 2014.

APPROVED this 28th day of May, 2014.

APPROVED

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item. He noted a meeting with Governor Quinn regarding the Mahomet Aquifer. He and other McLean County mayors requested that the Environmental Protection Agency (EPA) not proceed with the project. The request was to grant sole source water supply to the Mahomet Aquifer.

David Hales, City Manager, addressed the Council. He informed them that the EPA was currently accepting written comments regarding this item.

Alderman Sage noted that this process had been ongoing for several years. The City had joined a coalition with other Central IL communities. The City had been proactive and in front on this issue. It appeared to be coming full circle.

Motion by Alderman Schmidt, seconded by Alderman Sage that the Resolution be adopted.

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

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

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: Mayor Renner expressed his appreciation to John Kennedy, Parks, Recreation & Cultural Arts Director, and to the City Township's elected and appointed officials for the Memorial Day activities.

He informed the Council that Judy Buchanan, Bloomington Normal Public Transit System/Connect Transit Board member, would be contacting each of them. Connect Transit was promoting a ride the bus program. She hoped that the entire Council would participate in same.

He noted an article in the Pantagraph which addressed the award of a grant for the Rt. 66 Visitors Center. The Center would be located at the McLean County History Museum. The grant's value was \$250,000 and had not been executed. There would be improved signage. The Bloomington Normal Convention & Visitors Bureau, (CVB), would be involved. The community would take advantage of Rt. 66. The Center would provide economic progress in the Downtown. The City had a Downtown and this Center would help to make it thrive.

Finally, he addressed the Mayoral Open Houses. The time had been changed to 4:30 - 5:30 p.m. He added that Mr. Kennedy would be a guest at the June 6, 2014 Mayoral Open House.

ALDERMEN'S DISCUSSION: Alderman Fazzini addressed the Rt. 66 Visitor's Center. Information regarding same would be placed on various local organizations' web sites. The airplane that was on display the History Museum would be relocated to the

Central IL Regional Airport, (CIRA). The Center would attract tourist who would come to the City and spend time and money in the community. This Center had involved the State of IL, Town of Normal, McLean County, CIRA, CVB, History Museum and the City. He noted the collaboration. The Center would be located on the lower level of the Museum and consist of 1,200 square feet. A new ADA, (American with Disabilities Act), accessible entrance would be built on the south side of the Museum.

Alderman Black addressed the Mahomet Aquifer. It was important to protect the water supply. He requested a report from City staff regarding the Enbridge project.

David Hales, City Manager, addressed the Council. Enbridge would be hosting an Open House on Thursday, June 5, 2014 from 5:00 – 7:00 p.m. at the Chateau located at ADDRESS. This event provided an opportunity for the community to hear from Enbridge's representatives. There were federal regulations. A key question would be Enbridge's contingency plans.

Alderman Black thanked Mr. Hales for the information. This was an important meeting as the project could also have an impact upon the water supply.

Mayor Renner addressed the Council. He had twice met with Enbridge's representatives. This was a regional issue and more information would be available at the June 5th meeting.

Alderman Lower addressed the rededication of the Korean/Viet Nam Memorial at Miller Park. He extended his appreciation to Alderman Stearns for her efforts regarding same. He encouraged all to visit the Memorial.

He also cited the Prairie Aviation Museum which addressed the community's aviation history. It was thirty (30) years old and self-sustaining.

He also informed the Council that Cruise Downtown would be held on June 7, 2014 from 3:00 – 9:00 p.m. There would be 350 classic cars in the Downtown. A vintage Rt. 66 sign would be auction off at the event.

Alderman Fazzini informed the Council that the British Car Show would be held at the David Davis Mansion on June 1, 2014.

Motion by Alderman Schmidt, seconded by Alderman Painter, that the meeting be adjourned. Time: 8:19 p.m.

Motion carried.

Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on June 5, 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:

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

David A. Hales
City Manager

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

Motion: _____ Seconded by: _____

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



1000 SW Broadway
STE 1900
Portland OR 97205-3071

Phone: 503.820.2200
Email: billinginquiries@sprbrk.com

Bill To

City of Bloomington
Finance Dept
109 E Olive
Bloomington IL 61701

Memo

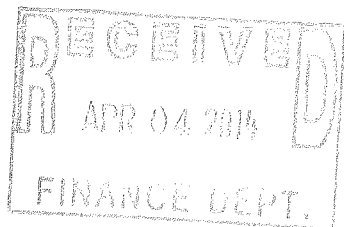
05/01/2014-04/30/2015 Annual Maintenance

Invoice

Date 3/31/2014
Invoice # INV27800
Terms Net 45
Due Date 5/15/2014
Created From Sales Order #SO1904

Description	Amount
Hosted Web UB Payments - Renewal	6,700.47
Utility Billing System - Maint	16,310.61
Standard Meter Reading Interface - Maint	1,293.76
Site License - Maint (Formerly named Progress) 12 Users	2,427.84
Custom: UB Past Due Generate	226.10
Custom: Sort Option Comment Status	242.24
Custom: Add Field UB Aging Report	242.25
Custom: Account #2 Misread Meter Report	242.23
Custom: New Account Wizard	322.94
Custom: Service Request Proof List	242.26
Custom: Past Due Proof Comments	484.48
Custom: summary by Rate Report	221.87
Custom: Reader Note Service Request	166.30
Custom: New Billing Statement Export	166.30
Custom: Custom Error Check Report	443.60

Total 29,733.25
Amount Due \$29,733.25



Please Detach Bottom Portion & Remit With Payment

Company Name: 00498 City of Bloomington

Please remit payment by due date to:
SPRINGBROOK SOFTWARE INC
PO BOX 8465
PASADENA CA 91109-8465

Due Date: 5/15/2014
Invoice #: INV27800
Total Amt Due: 29,733.25



FOR COUNCIL: June 9, 2014

SUBJECT: Renewal of Annual Water Billing Software Maintenance Agreement

RECOMMENDATION/MOTION: That the Maintenance Agreement Renewal and Payment to Springbrook Software be approved, in the amount of \$29,733.25, 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 1d. City Services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Water Department has utilized Springbrook software for City Services billing since 2001. This software has been regularly updated and is functional. In May 2008, City staff was granted permission to purchase the online bill payment module, which is currently in use. In 2013, a Springbrook to MUNIS General Ledger interface upgrade was purchased and is also in use. This current invoice contains the traditional maintenance cost and the additional maintenance cost for the online bill payment module. If the annual software maintenance invoice is not paid, any problems with the software would be paid on a full cost basis and on the vendor's timetable. This could lead to catastrophic failures or delays in the billing system. City staff has reviewed the invoice and finds it in order.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This is a budgeted annual maintenance fee. \$29,733.25 will be paid from account 50100110 - 70690 (Water Administration – Other Purchased Services). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on page 114.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Reviewed by: Scott A. Sprouls, Director of Information Services

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

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

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Invoice

Motion: That the Maintenance Agreement Renewal and Payment to Springbrook Software be approved, in the amount of \$29,733.25, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: June 9, 2014

SUBJECT: Payment for Renewal of Software Maintenance to Tyler Technologies for Various Munis Modules

RECOMMENDATION/MOTION: That the payment for renewal of the Software License Maintenance and Support Agreement with Tyler Technologies be approved, in the amount of \$148,792.70, 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 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Munis Enterprise Resource Planning (ERP) system is critical to the daily operations of every City department. As the ERP system is implemented, it is streamlining and automating many service-related processes throughout the City. The maintenance agreement is a key ongoing requirement as it provides technical support and software updates for the system.

This payment provides coverage from May 2014, through April 2015. Modules included in this maintenance agreement request are:

Human Resources Mgt.	Payroll
Bid/Contract Mgt.	General Ledger
Accounts Payable	Accounts Receivable
Budget	General Billing
Treasury Mgt.	Cashiering
Project Accounting	Fleet Mgt.
Facility Mgt.	Work Orders
Tyler Content Manager	Business Licenses
Inventory	Fixed Assets
Utility Billing	Tyler 311 CRM (Citizen Request Management)
Performance Based Budgeting	Business & Vendor Self Service
Citizen Self Service	Employee Self Service
Employee Expense Reimbursement	GASB 34 Report Writer
Maplink (GIS interface)	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This is budgeted in the Information Services - Repair/Maintenance Office & Computer budget in FY 2015 (10011610 - 70530). This line item has over 69 items budgeted for FY 2015 totaling \$667,425. \$160,000 has been budgeted for software maintenance

to Tyler Technologies for various Munis Modules. Stakeholders can locate this in the FY 2015 Budget book titled “Budget Overview & General Fund” on page 143.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Director of Information Services

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Invoice

Motion: That the payment for renewal of the Software License Maintenance and Support Agreement with Tyler Technologies be approved, in the amount of \$148,792.70, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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



Empowering people who serve the public®

Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-105254	04/01/2014	1 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com



Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	52481		USD	NET30	05/01/2014

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	3,611.79	3,611.79
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	6,350.40	6,350.40
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	4,802.49	4,802.49
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,282.18	2,282.18
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT	1	2,182.95	2,182.95
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT	1	2,182.95	2,182.95
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	3,373.65	3,373.65
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT	1	5,953.50	5,953.50
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	6,003.11	6,003.11
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	5,953.50	5,953.50
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	4,365.90	4,365.90
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	8,136.45	8,136.45
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - PERFORMANCE BASED BUDGETING	1	5,755.05	5,755.05
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	3,274.43	3,274.43
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	4,663.58	4,663.58
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	3,373.65	3,373.65
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	4,365.90	4,365.90
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	8,489.25	8,489.25
	Maintenance: Start: 01/May/2014, End: 30/Apr/2015			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	3,373.65	3,373.65



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(FEIN 75-2303920)
P.O. Box 203556
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Invoice

Invoice No	Date	Page
045-105254	04/01/2014	2 of 3

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	52481		USD	NET30	05/01/2014
Date	Description	Units	Rate	Extended Price	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	2,619.54	2,619.54	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	4,762.80	4,762.80	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT	1	1,786.05	1,786.05	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	TYLER FORM PROCESSING SUPPORT	1	2,756.25	2,756.25	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	4,802.49	4,802.49	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - STANDARD FUEL INTERFACE	1	754.11	754.11	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	15,876.00	15,876.00	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING	1	754.11	754.11	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES	1	5,512.50	5,512.50	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	3,274.43	3,274.43	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING	1	1,091.48	1,091.48	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - GASB 34 REPORT WRITER	1	2,480.63	2,480.63	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	1,984.50	1,984.50	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	3,969.00	3,969.00	
Maintenance: Start: 01/May/2014, End: 30/Apr/2015	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	3,274.43	3,274.43	



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Invoice No	Date	Page
045-105254	04/01/2014	3 of 3

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Fax: 1-866-673-3274
Email: ar@tylertech.com

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Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	52481		USD	NET30	05/01/2014
Date	Description	Units	Rate	Extended Price	

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	144,192.70
Sales Tax	0.00
Invoice Total	144,192.70



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Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-105255	04/01/2014	1 of 1

Questions:

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Fax: 1-866-673-3274
Email: ar@tylertech.com



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ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	52483		USD	NET30	05/01/2014

Date	Description	Units	Rate	Extended Price
Contract No.: BLOOMINGTON, IL	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE	1	4,600.00	4,600.00

Maintenance: Start: 01/May/2014, End: 30/Apr/2015

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	4,600.00
Sales Tax	0.00
Invoice Total	4,600.00



FOR COUNCIL: June 9, 2014

SUBJECT: Request to Approve a Budget Amendment to Account 20900940 – 72130 in the General Fund and to authorize the Purchase of One (1) 2015 Ford Interceptor Sedan Police Package Vehicle for the Police Department

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Account 20900940 - 72130 in the General Fund be granted and that the purchase of one (1) 2015 Ford Interceptor Sedan Police Package Vehicle using the Northwest Suburban Purchasing Cooperative Contract Number 121 from Currie Motors, Frankfort, IL be approved, in the amount of \$29,111, 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 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Police Department is requesting to replace a vehicle and pay for the purchase with federal forfeited funds which can only be spent on designated items for law enforcement purposes.

In Fiscal Year 2011, the Police Department put a seized vehicle in service as an administrative car. This unit is a 2006 Nissan Infinity with 92,643 miles. Total maintenance cost for this unit for the three (3) years it has been in service is \$1,749.15. With the high mileage and expensive replacement parts, City staff is recommending replacing the unit before it has a major mechanical failure. The new unit will come equipped with the needed Police equipment installed.

The replaced unit will be declared surplus and sold on public auction following the City's Surplus Property Policy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The new Police vehicle will cost \$29,111. The surplus unit is expected to earn \$10,150 on auction. The Police Department is requesting to use federal forfeiture funds to pay for the vehicle. Contingent upon the budget amendment being approved, the purchase will be from the Federal Drug Enforcement Program – Capital Outlay Licensed Vehicle account (20900940 - 72130). Stakeholders can locate this in the Proposed FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 22.

Respectfully submitted for Council consideration.

Prepared by:

Rob Krones, Superintendent of Fleet Maintenance

Reviewed by:

Jim Karch P.E., Director of Public Works
Kenneth Bays, Asst. Chief of Police

Financial & budgetary review by:

Carla A. Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Budget Ordinance amendment
Attachment 2. Exhibit 1
Attachment 3. Quote

Motion: That the Ordinance Amending the Budget Ordinance to add funds to Account 20900940-72130 in the General Fund be granted and that the purchase of one (1) 2015 Ford Interceptor Sedan Police Package Vehicle using the Northwest Suburban Purchasing Cooperative Contract Number 121 from Currie Motors, Frankfort, IL be approved, in the amount of \$29,111, the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____

Seconded by: _____

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

ORDINANCE NO. 2014 –

**AN ORDINANCE AMENDING 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

WHEREASE, 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 9th day of June, 2014.

APPROVED the ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

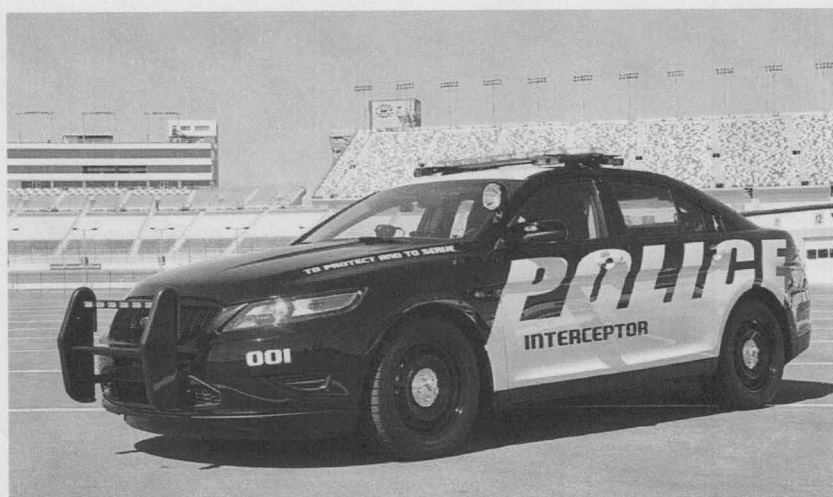
Tracey Covert
City Clerk

Exhibit 1

Account #	Fund	Account Description	Amount
20900940 – 72130	General	Increase line item to purchase vehicle	\$29,111
		Net Budget Increase	\$29,111



**2015 Ford Interceptor Sedan Police Package
AWD
Contract#121**



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

GOOD THRU: November 08, 2014



find us on
Facebook



follow us on
twitter

2015 Ford Interceptor Sedan Police Package
AWD
Contract#121
\$23,211.00

3.7L TI-VCT V6 FFV
6-Speed Automatic
Heavy Duty Power train Mounts
Heavy Duty Cooling
Engine Oil Cooler
Auxiliary Transmission Oil Cooler
Engine Hour Meter
220 Amp Generator
750 CCA Battery
Radio Noise Suppression
Dual Exhaust-Quasi
Cap less Fuel Filler
Electric Power Assist Steering
Front & Rear Stabilizer Bars
18" Tires and Wheels
Hub Caps
Full Size Spare
Under Carriage Deflector Plates
Side-Impact Air Bags
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Traction
Control
Headlights-Projector Halogen
Halogen Tail Lamps

Halogen Deck Lid Lamps
Driver's Side Spot Lamp
Power Remote Control Mirrors
Solar Tinted Glass
Air Conditioner
Power Windows
Power Locks
Cruise Control/Tilt Wheel
Certified Speedometer
Column Shift
Work Task Light
Door Light Switches Disabled
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Trunk -Flat Load Floor
Delivery Within 30 Miles

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5Years/60,000 Mile

Optional Equipment:

☐	FWD Interceptor w/3.5L	-\$735.00
☐	Special Service Police Sedan	-\$350.00
	• 2.0L I4 Ecoboost, FWD, Non Pursuit, Active Grill Shutter, 200 Amp Alternator, Unique Fascia, P235-/55 R/18 99H A/S BSW Tires	
☐	3.5L GTDI V-6 EcoBoost AWD only	\$2,890.00
☐	Daytime Running Lights	\$44.00
☐	Spot light drivers side LED bulb	\$326.00
☐	Dual spot lights incandescent	\$335.00
☐	Dual spot lights LED bulb	\$526.00
☐	Code3 light bar – loose shipped *NEW PRICING	\$1,349.00
☐	Whelen light bar – loose shipped	\$1,475.00
☐	Control box for lights – loose shipped	\$175.00
☐	Two tone vinyl package	\$794.00
☐	4-Doors/roof accent paint	\$1,595.00
☐	Vinyl word wrap "Police"	\$726.00
☐	12" Push bumpers-requires bracket option	\$395.00
☐	16" Push bumpers-requires bracket option	\$665.00
☐	Push Bumper Mount/Bracket	\$22.00
☒	18" Full wheel face covers	\$52.00
☒	Pre-wiring grill lamp, siren, speaker	\$50.00
☒	100 Watt siren/speaker	\$290.00
☐	Keyed Alike	\$44.00
☐	Ballistic drivers door panel	\$1,449.00
☐	Ballistic drivers front door panels	\$2,793.00
☐	Rear view camera – requires Sync	\$240.00
☒	Sync & reverse sensing	\$552.00
☐	Lockable gas cap	\$20.00
☐	Blind spot monitoring – requires Sync	\$490.00
☒	Remote keyless entry n/a with keyed alike	\$255.00
☐	Reverse sensing	\$257.00
☐	Engine block heater	\$35.00
☐	Trunk storage vault	\$120.00
☐	Rear handles & locks inoperable	\$35.00
☐	Rear window switches delete	\$35.00
☐	Hidden door lock plunger	\$117.00
☒	Remappable (4) switches	\$150.00
☐	Rear console plate n/a with Interior upgrade PKG	\$35.00
☐	Electronics tray	\$240.00
☐	Trunk circulation fan	\$52.00
☒	Over-ride switch	\$285.00
☐	All weather mats	\$100.00
☐	Prisoner partition – loose shipped	\$705.00
☐	Prisoner rear seat – loose shipped	\$750.00
☒	Rustproof & undercoat	\$395.00

☒	Remote start	\$450.00
☐	Scotch guard	\$125.00
☒	CD-Rom service manual	\$295.00
☒	Delivery over 30 miles	\$125.00
☐	License and title fees – MP plate	\$220.00

Optional Packages:

☐	Police Wire Harness Connector Kit – Front For connectivity to Ford PI package solutions Includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector	\$125.00
☐	Police Wire Harness Connector Kit – Rear For connectivity to Ford PI package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector	\$150.00
☐	Ultimate Wiring Package -not available with Interior Upgrade Package Includes the following: • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) Light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights Recommend Police Wire Harness Connector Kits 47C & 21P	\$540.00
☒	Police Interior Upgrade Package Includes: cloth rear seats, floor mats front rear, 1 st row & wnd row carpet floor covering, full floor console with unique police finish panels (not available with options 854 855 856 857 97D)	\$390.00
☒	Headlamp Lighting Solution-661 Includes: (2) front integrated LED lights for Wig-Wag simulation (does not include controller) requires Pre-wiring Grill Lamps	\$877.00
☐	Front Headlamp Housing Only-13P Pre-drilled side marker holes (does not include lights)	\$120.00
☒	Tail Lamp Lighting Solution-662	\$392.00

☐	Includes: (2) rear integrated LED lights (in tail lamps does not include controller)	
☒	Rear Lighting Solution-663 Includes: (2) backlite flashing LED lights (window mounted on each side of chimsel stop light), (2) decklid inner flashing LED lights	\$437.00
☐	Trunk Upfit Package-854 Includes: rear console mounting plate, wiring harness, trunk circulation fan, trunk electronics tray, pre-wiring for grille lamp, siren, and speaker (not available with 855 856 857)	\$672.00
☐	Light Controller Package-855 Includes: content from Police Interceptor package 854 plus Whelen light controller (PCC8R), Whelen PCC8R light relay center (trunk mounted), Light controller/relay center wiring, Pre-wiring for grille lamp, siren & speaker (not available with 854 856 857)	\$1,496.00
☐	Ready for the Road Package-not available with Interior Upgrade Package Includes: content from the following Police Interceptor packages 661 662 663 854 plus • Whelen Cencom light controller • Whelen Cencom relay cnter/siren amp (w/Traffic Advisor) • Light controller/relay Cencom Wiring w/additional input/output pigtails • High current pigtail • Whelen specific WECAN cable connected to control head grill linear LED lights red/blue • 100 watt siren/speaker trunk storage vault • Hidden door lock plunger/rear door handles inop • Wiring harness (2) 50 amp battery & ground circuits in trunk (not available with 854 855 857)	\$3,306.00

Optional Maintenance & Warranty Coverage:

☐	ESP Extended Warranty Extra Care 5-Year 60,000 miles *NEW PRICING	\$1,035.00
☐	ESP Extended Warranty Base Care 5-year 100,000 miles	\$1,710.00
☐	ESP Limited Maintenance Plan 75,000 miles, 5000 mile interval	\$754.00
☐	ESP Limited Maintenance Plan 100,000 miles, 5000 mile interval	\$882.00
☐	ESP Limited Maintenance Plan 125,000 miles, 5000 mile interval	\$1,163.00
☐	ESP Limited Maintenance Plan 150,000 miles, 5000 mile interval	\$1,269.00

Exterior Colors:

☐	Med. Brown	
☐	Dk Toreador Red	
☐	Smokestone Metallic	
☐	Dark Blue	
☐	Lt. Blue Metallic	
☐	Kodiak Brown	
☐	Light Grey	
☒	Ingot Silver	
☐	Black	
☐	Oxford White	
☐	Med. Titanium	
☐	Royal Blue	
☐	Sterling Grey	
☐	Special Paint	\$873.00

Interior Colors:

☐	Charcoal Black w/vinyl rear	N/C
☒	Charcoal Black w/cloth rear	\$55.00

Grill star Lites installed \$700.00
wired to upfitter switches
with modual

star HandHeld speaker control \$250.00
installed

Spot Lite Delet - \$100.00

\$29,111.00

Item 7F.

**Repair Documents and
Construction Observation Services for the
Pepsi Ice Center Parking Structure**

To be provided via addendum



FOR COUNCIL: June 9, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lincoln Park on June 21, 2014 and August 10, 2014 for two (2) BCPA Outdoor Concerts

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 sponsoring two (2) outdoor summer concerts in Lincoln Park. Bayou Bash is scheduled for Saturday, June 21, 2014, and Northern Exposure is scheduled for August 10, 2014. The BCPA has sponsored concerts of this type since 2009. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the 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: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR THE BAYOU BASH AND NORTHERN EXPOSURE CONCERTS AT LINCOLN PARK

WHEREAS, the Bloomington Center for Performing Arts (BCPA) is planning to host Bayou Bash at Lincoln Park from 4:00 p.m. to 11:30 p.m. on June 21, 2014, and Northern Exposure from 12:00 noon to 11:30 p.m. on August 10, 2014; 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 Bayou Bash at Lincoln Park on June 21, 2014 and for Northern Exposure at Lincoln Park on August 10, 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 9th day of June, 2014.

APPROVED this ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Application of Bloom Mart, Inc., d/b/a Bloom Mart Citgo, located 1810 S. Morris Ave., for a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That an GPBS liquor license for Bloom Mart, Inc., d/b/a Bloom Mart Citgo, located 1810 S. Morris Ave., be created, contingent upon compliance with all applicable health safety codes with the following condition: 1.) all employees must be BASSET certified within ninety (90) days after the license is issued.

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

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

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

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Dr. Anupam Radhakrishnan, Director and Applicant's representative, addressed the Commission. Bloom Mart Citgo hoped to sell packaged beer and wine. The store was under new ownership. Business hours would be 5:00 a.m. until 11:00 p.m., Monday through Saturday and 7:00 a.m. until 10:00 p.m. on Sunday.

Commissioner Renner questioned if there had been liquor sales at this location in past. Dr. Radhakrishnan responded affirmatively.

Commissioner Jordan questioned the number of employees. Dr. Radhakrishnan stated that there would be three (3) shifts of employees.

Commissioner Jordan questioned BASSET (Beverage Alcohol Sellers and Servers Education and Training) training. Dr. Radhakrishnan noted that employee training was in process.

Commissioner Jordan questioned the number of employees who would be involved in the sale of alcohol. Dr. Radhakrishnan believed that there would be four (4) employees involved in alcohol sales. Everyone employed at the store would be responsible for compliance with all liquor sale laws.

Commissioner Jordan expressed his concern regarding BASSET training and certification. He expressed an interest in a time frame for same.

Tracey Covert, City Clerk, addressed the Commission. She informed them that Heartland Community College had a class scheduled for May 14, 2014. BASSET training, (STEPS/Safety Training to Encourage Profitable Service), was offered through the College's Continuing Education program. She did not know if this training would be available over the summer months.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to the City Council that a GPBS liquor license for Bloom Mart, Inc., d/b/a Bloom Mart Citgo, located at 1810 S. Morris Ave., be created contingent upon compliance with all health safety codes with the following condition: 1.) all employees must be BASSET certified within ninety (90) days after the license is issued.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on May 5, 2014 in accordance with City Code. In accordance with City Code, approximately nine (9) courtesy copies of the Public Notice were mailed on May 2, 2014. In addition, the Agenda for the May 13, 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: Annual fee for a GPBS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an GPBS liquor license for Bloom Mart, Inc., d/b/a Bloom Mart Citgo, located 1810 S. Morris Ave., be created, contingent upon compliance with all applicable health safety codes with the following condition: 1.) all employees must be BASSET certified within ninety (90) days after the license is issued.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: June 9, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on June 21, 2014

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 Justin Kagy and Tara Gross to allow moderate consumption of alcohol at their June 21, 2014, 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, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Tara Gross and Justin Kagy, bride and groom respectively, and requestors.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Justin Kagy, groom, addressed the Commission. Mr. Kagy stated that the wedding and reception were scheduled for June 21, 2014 at the Davis Lodge. The plan included 120 guests. Mr. Kagy added Drifter's, located at 612 N. Main St., would be retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception was scheduled at Davis Lodge commencing at 3:00 p.m. The reception would end at 11:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Justin Kagy and Tara Gross to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their June 21, 2014 wedding reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 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: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 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, Justin Kagy and Tara Gross are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 2:00 p.m. to 11:00 p.m. on June 21, 2014; and

WHEREAS, Justin Kagy and Tara Gross 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 June 21, 2014 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 9th day of June, 2014.

APPROVED this ____th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 3, 2014

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 Dan Cavanaugh and Christine Reineke to allow moderate consumption of alcohol at their August 3, 2014, 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, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and David Reineke, father of the bride and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. David Reineke, father of the bride, addressed the Commission. Mr. Reineke stated that the wedding and reception were scheduled for November 1, 2014 at the Davis Lodge. The plan included ninety (90) guests. Mr. Reineke added CJ's Restaurant, located at 2901 E. Empire St., would be retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception was scheduled at Davis Lodge commencing at 3:00 p.m. Food and beverage service would commence at 5:00 p.m. and end at 11:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Dan Cavanaugh and Christine Reineke to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their August 3, 2014 wedding reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 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: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 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, Dan Cavanaugh and Christine Reineke 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 3, 2014; and

WHEREAS, Dan Cavanaugh and Christine Reineke 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 3, 2014 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 9th day of June, 2014.

APPROVED this ____th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 23, 2014

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 Christopher Gonzales and Trudi Porter to allow moderate consumption of alcohol at their August 23, 2014, 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, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Trudi Porter, and Christopher Gonzales, bride and groom respectively, and requestors.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Trudi Porter, bride, addressed the Commission. Ms. Porter stated that the wedding and reception were scheduled for August 23, 2014 at the Davis Lodge. The plan included 135 guests. Ms. Porter added Baxter's, located at 3212 E. Empire St., would be retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception was scheduled at Davis Lodge commencing at 4:00 – 4:30 p.m. The reception would end at 11:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Christopher Gonzales and Trudi Porter to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their August 23, 2014 wedding reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 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: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 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, Christopher Gonzales and Trudi Porter are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 3:00 p.m. to 11:00 p.m. on August 23, 2014; and

WHEREAS, Christopher Gonzales and Trudi Porter 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 23, 2014 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 9th day of June, 2014.

APPROVED this ____th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on September 20, 2014

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 Benjamin Chrisman and Margaret Young to allow moderate consumption of alcohol at their September 20, 2014, 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, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Margaret Young, bride and requestor.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Margaret Young, bride, addressed the Commission. Ms. Young stated that the wedding and reception were scheduled for September 20, 2014 at the Davis Lodge. The plan included 120 guests. Ms. Young added Times Past Inn, located at 1216 Towanda Ave., would be retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception was scheduled at Davis Lodge commencing at 3:30 p.m. The reception would follow with dinner planned for 5:00 p.m. and end at 10:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Benjamin Chrisman and Margaret Young to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their September 20, 2014 wedding reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 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: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 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, Benjamin Chrisman and Margaret Young are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 2:30 p.m. to 11:00 p.m. on September 20, 2014; and

WHEREAS, Benjamin Chrisman and Margaret Young 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 September 20, 2014 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 9th day of June, 2014.

APPROVED this ____th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 1, 2014

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 Garrick Gabbrants and Christine Mikel to allow moderate consumption of alcohol at their November 1, 2014, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Tim Mikel, father of the bride and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Tim Mikel, father of the bride, addressed the Commission. Mr. Mikel stated that the wedding reception was scheduled for November 1, 2014 at the Miller Park Pavilion. The plan included 180 guests. Mr. Mikel added Famous Wine & Spirits, located at 1404 E. Empire St., would be retained to provide liquor service, which would be limited to beer and wine only. The wedding reception was scheduled at the Miller Park Pavilion commencing at 5:00 p.m. and would end at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Garrick Gabbrants and Christine Mikel to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 1, 2014 wedding reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 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: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 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, Garrick Gabbrants and Christine Mikel are planning to hold their wedding reception at Miller Park Pavilion from 4:00 p.m. to 11:00 p.m. on November 1, 2014; and

WHEREAS, Garrick Gabbrants and Christine Mikel 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 Miller Park Pavilion on November 1, 2014 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 9th day of June, 2014.

APPROVED this ____th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 15, 2014

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 William Mahrt and Christy Kimly to allow moderate consumption of alcohol at their November 15, 2014, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Christy Kimly and William Mahrt, bride and groom respectively, and requestors.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Christy Kimly, bride, and William Mahrt, groom, addressed the Commission. Ms. Kimly stated that the wedding and reception were scheduled for November 15, 2014 at the Miller Park Pavilion. The plan included 150 - 175 guests. Mr. Mahrt added Famous Wine & Spirits, located at 1404 E. Empire St., would be retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception were scheduled at the Miller Park Pavilion commencing at 4:00 p.m. The reception would follow immediately and end at 11:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of William Mahrt and Christy Kimly to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 15, 2014 wedding reception be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 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: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 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, William Mahrt and Christy Kimly are planning to hold their wedding reception at Miller Park Pavilion from 3:00 p.m. to 11:00 p.m. on November 15, 2014; and

WHEREAS, William Mahrt and Christy Kimly 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 Miller Park Pavilion on November 15, 2014 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 9th day of June, 2014.

APPROVED this ____th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: June 9, 2014

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 2, Block 10 of Camp Potawatomie, from the estate of Charlotte J. Brucker (deceased) to Dustin A. Brucker and Dagan A. Brucker

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

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

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 2, Block 10 of Camp Potawatomie, from the estate of Charlotte J. Brucker (deceased) to Dustin A. Brucker and Dagan A. Brucker. The sewage disposal system inspection was completed in April 2014 and was satisfactory. The sewage disposal system is twenty-two (22) years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. The system is a surface discharging system which means the effluent from the system discharges, via a rock trench, into the Lake Bloomington reservoir.

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

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. This lake lease generates approximately \$470 per year in lease income. This income will be posted to Lake Maintenance - Lease Income (50100140 - 57590). Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on page 120.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

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

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

Recommended by:



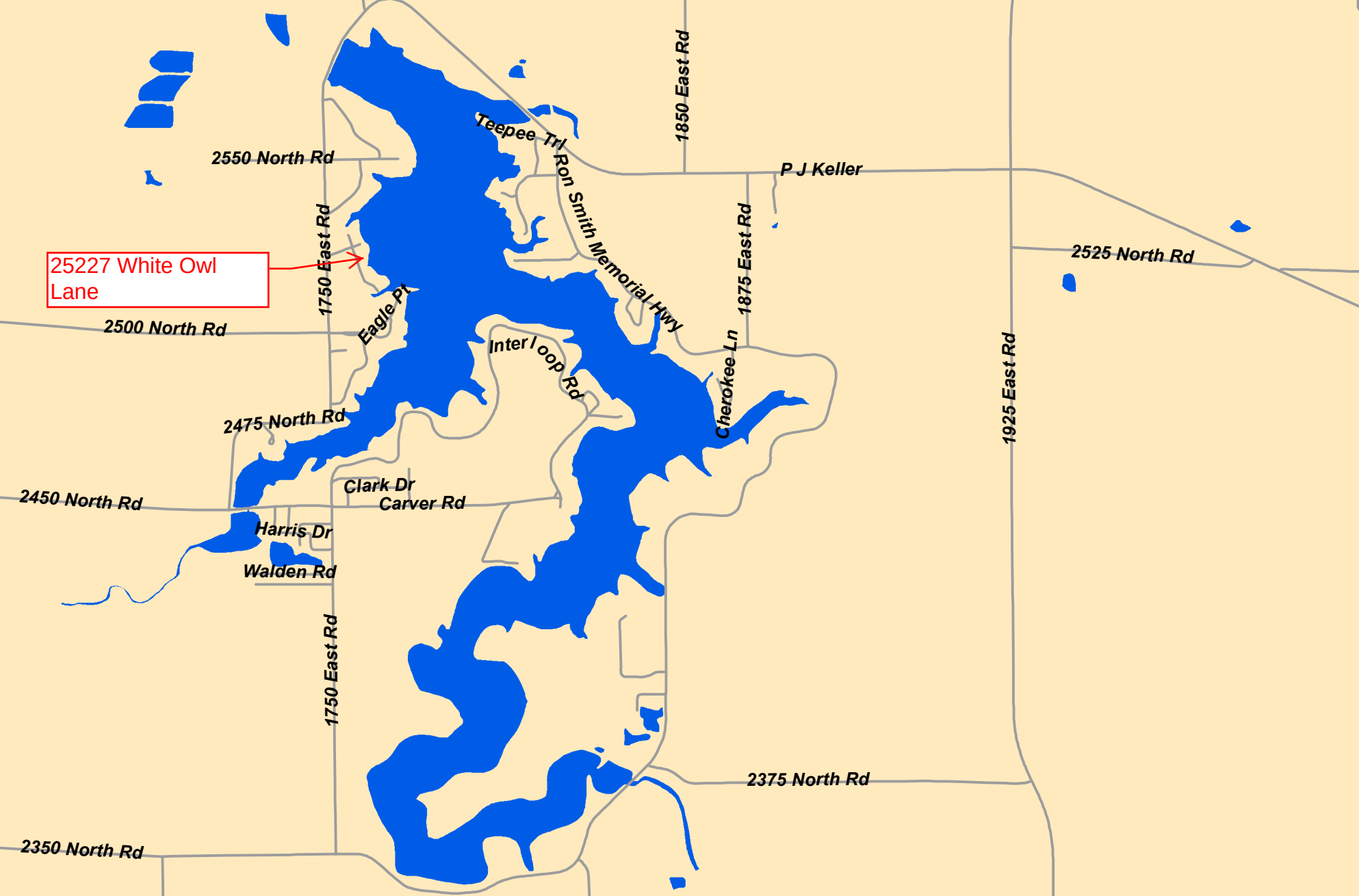
David A. Hales
City Manager

Attachments: Attachment 1. Maps

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

Motion: _____ Seconded by: _____

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



25227 White Owl
Lane



Hepatica Ln

White Owl Ln

25239

25227

25221

25234

25227 White Owl Ln
Lot: 2
Block: 10
Camp: Potawatomie



FOR COUNCIL: June 9, 2014

SUBJECT: Lake Bloomington Lease Transfer Petition for Lots 1 and 2, Block 5 of Camp Kickapoo, from Ollie (deceased) and Dorothy Myers to Rayan, LLC

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

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

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lots 1 and 2, Block 5 of Camp Kickapoo, from Ollie (deceased) and Dorothy Myers to Rayan, LLC. The sewage disposal system inspection was completed in May 2014 and was satisfactory. The sewage disposal system is six (6) years old. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. The system is a surface discharging system which means the effluent from the system discharges, via a rock trench, into the Lake Bloomington reservoir.

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

FINANCIAL IMPACT: This petition will have a positive financial impact in that the current lease uses the old formula, (\$0.15 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. With this lake lease transfer, the lake lease formula will increase to the new formula of \$0.40 per \$100 of Equalized Assessed Value and generate about \$934 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lease Income (50100140 - 57590). Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on page 120.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

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

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

Recommended by:



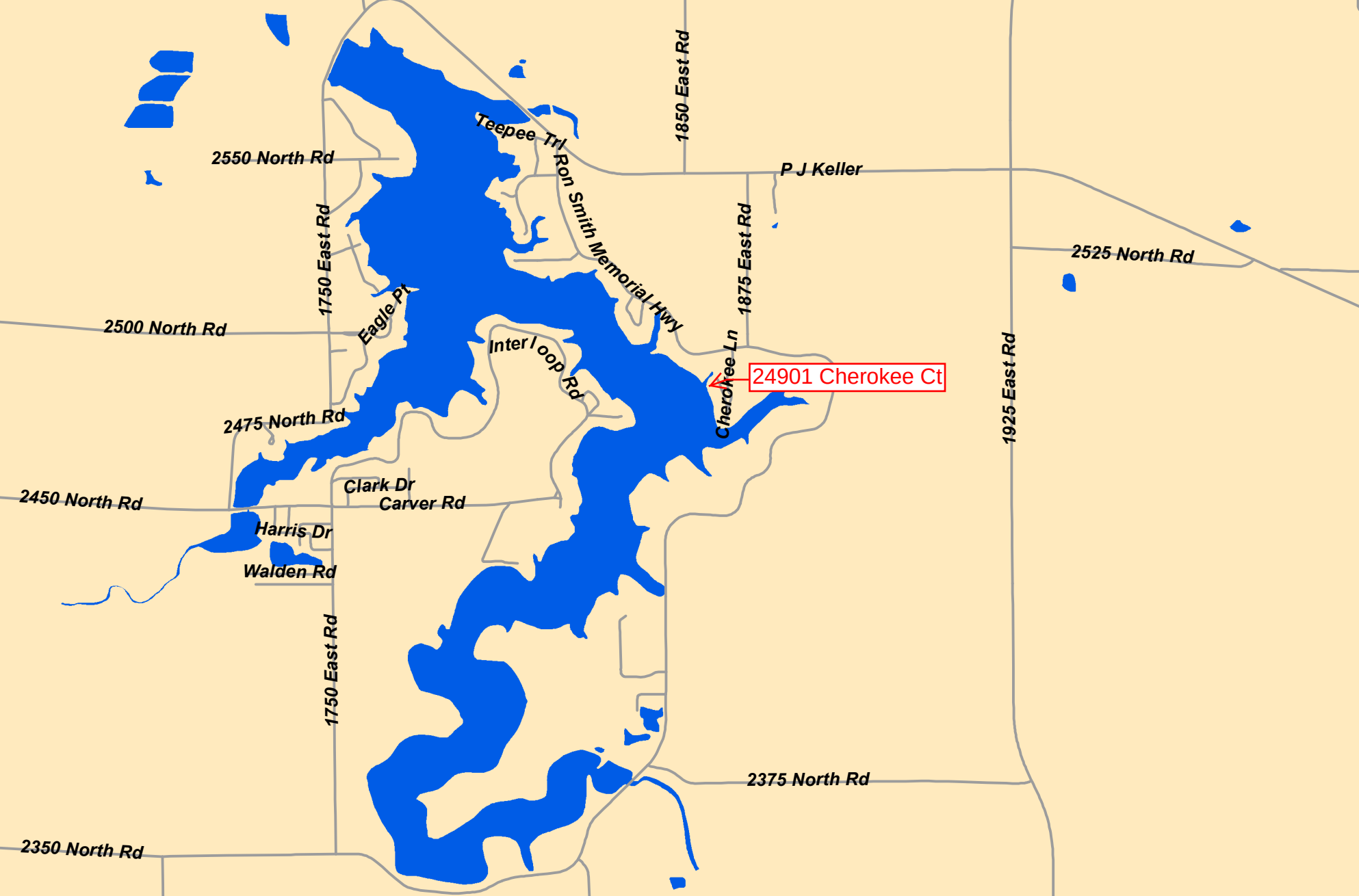
David A. Hales
City Manager

Attachments: Attachment 1. Maps

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

Motion: _____ Seconded by: _____

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



24348

24901

24901 Cherokee Ct
Lot: 1, 2
Clock: 5
Camp: Kickapoo

24889

24877

Cherokee Ct



FOR COUNCIL: June 9, 2014

SUBJECT: Petition from Wendell Niepagen requesting approval of an Expedited Final Plat for Metro Communications Subdivision located south of Fox Creek Rd. and north of Veterans Pkwy.

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to Petitioner compliance with the Tap-On Fee Memorandum prior to recording.

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

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

BACKGROUND: This Final Plat consists of two (2) lots located on the south side of Cabintown Rd. The zoning along this block of Cabintown Rd. is B-1 Highway Business District.

Since this area was forcibly annexed on November 27, 2000, there is no annexation agreement, nor is there any preliminary plan for this subdivision.

No performance guarantee is required for this subdivision as public improvements are complete for this addition. Sidewalk is not required for this parcel since there are not currently sidewalks serving this area due to concerns with right of way width.

The final plat checklist is attached to this memo.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Wendell Niepagen.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer

Reviewed and Concur: Jim Karch, PE, CFM, Director of Public Works

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Map
Attachment 3. Tap On Fee Memorandum
Attachment 4. Final Plat Checklist

Motion: That the Final Plat be approved and the Ordinance passed subject to Petitioner compliance with the Performance Guarantee\Tap-On Fee Memorandum prior to recording.

Motion: _____ Seconded by: _____

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

**PETITION FOR APPROVAL OF
EXPEDITED FINAL PLAT**

State of Illinois)
)ss.
County of McLean)

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

Now comes Wendell Niepagen, hereinafter referred to as your petitioner, respectfully
representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter
described in Exhibit A attached hereto and made a part hereof reference;
2. That your petitioner seeks approval of the Expedited Final Plat for the subdivision
known and described as the Metro Communications Subdivision, Bloomington,
Illinois, which Expedited Final Plat is attached hereto and made a part hereof.

WHEREFORE, your petitioner prays that the expedited Final Plat for Metro Communications
Subdivision submitted herewith be approved.

Wendell Niepagen

ORDINANCE NO. 2014 -

**AN ORDINANCE APPROVING THE EXPEDITED FINAL PLAT
OF THE METRO COMMUNICATIONS SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Expedited Final Plat for the Metro Communications Subdivision, Bloomington, Illinois, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Expedited Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

1. That the Expedited Final Plat of Metro Communications Subdivision is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 9th day of June, 2014.

APPROVED this _____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert,
City Clerk

EXHIBIT A

Description of Property

Beginning at the Northeast corner of Lot 48 in the Subdivision of the Southwest Quarter of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, thence West along the center of a public road 185 feet; thence South and parallel with the East line of said Lot 48 a distance of 235.5 feet; thence East and parallel with the said road 185 feet; thence North and on the East line of said Lot 48 a distance of 235.5 feet to the point of beginning, in McLean County, Illinois.

P.I.N. 21-17-351-005

Metro Communications Subdivision



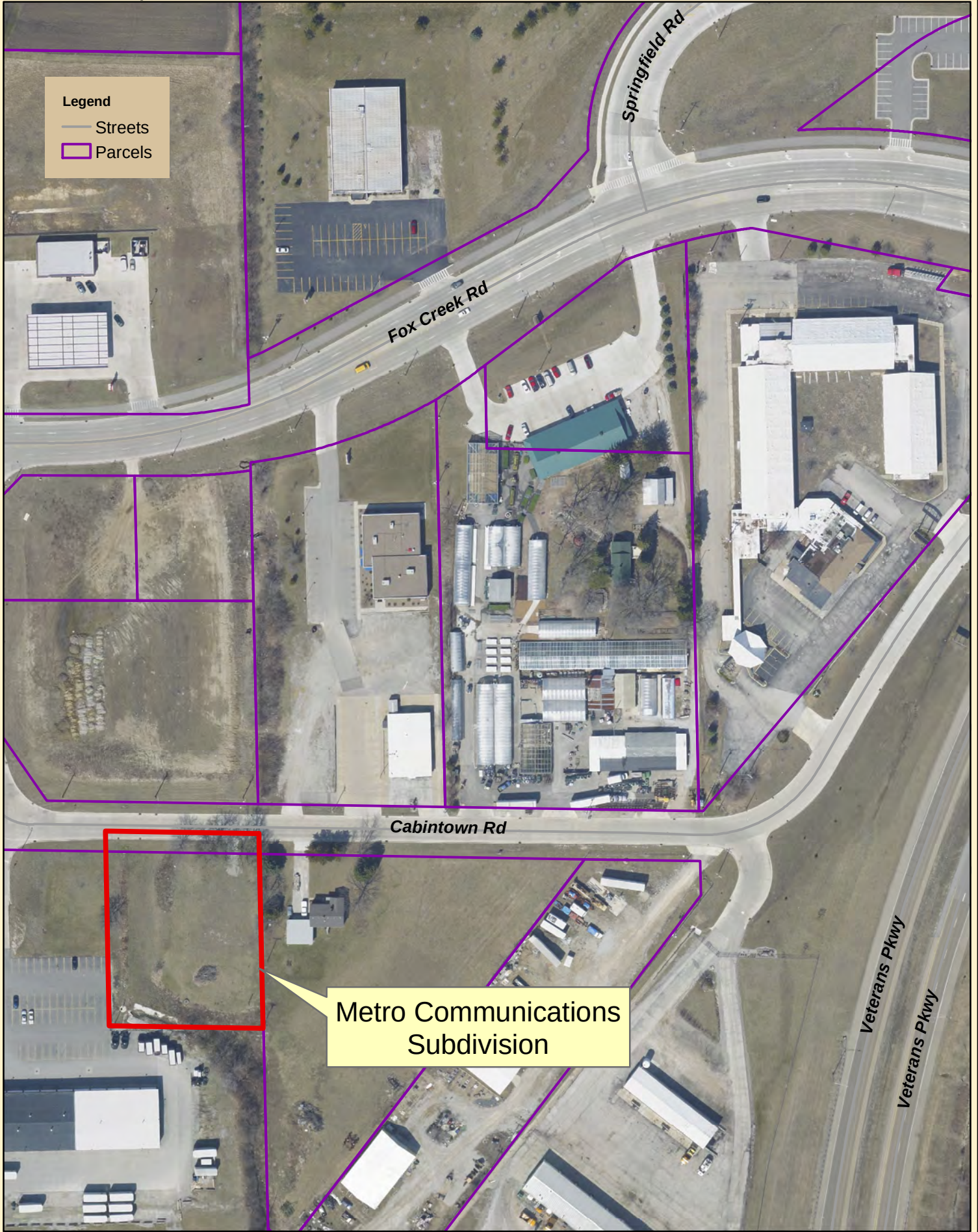
0 85 170 Feet

DATE 05/22/2014

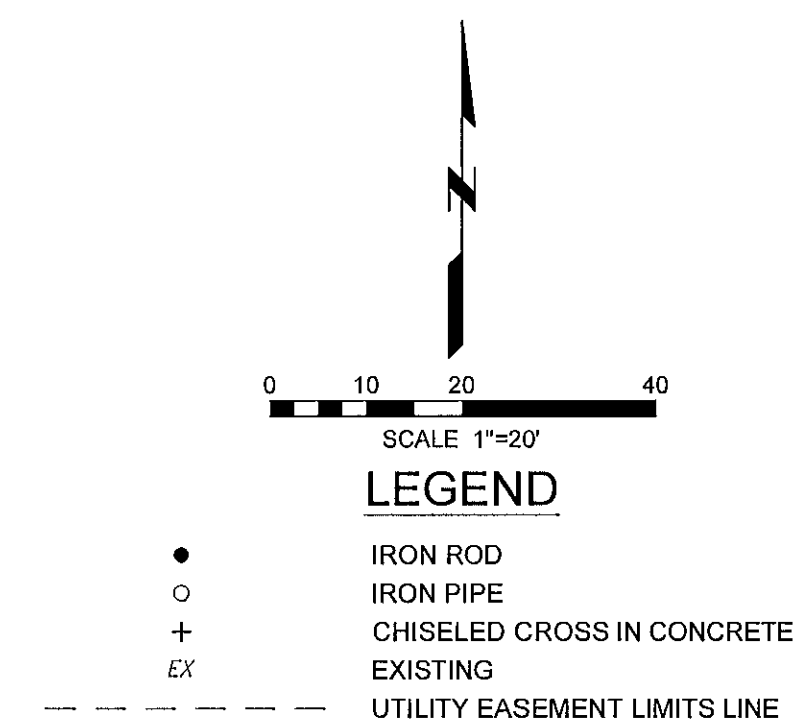
Legend

— Streets

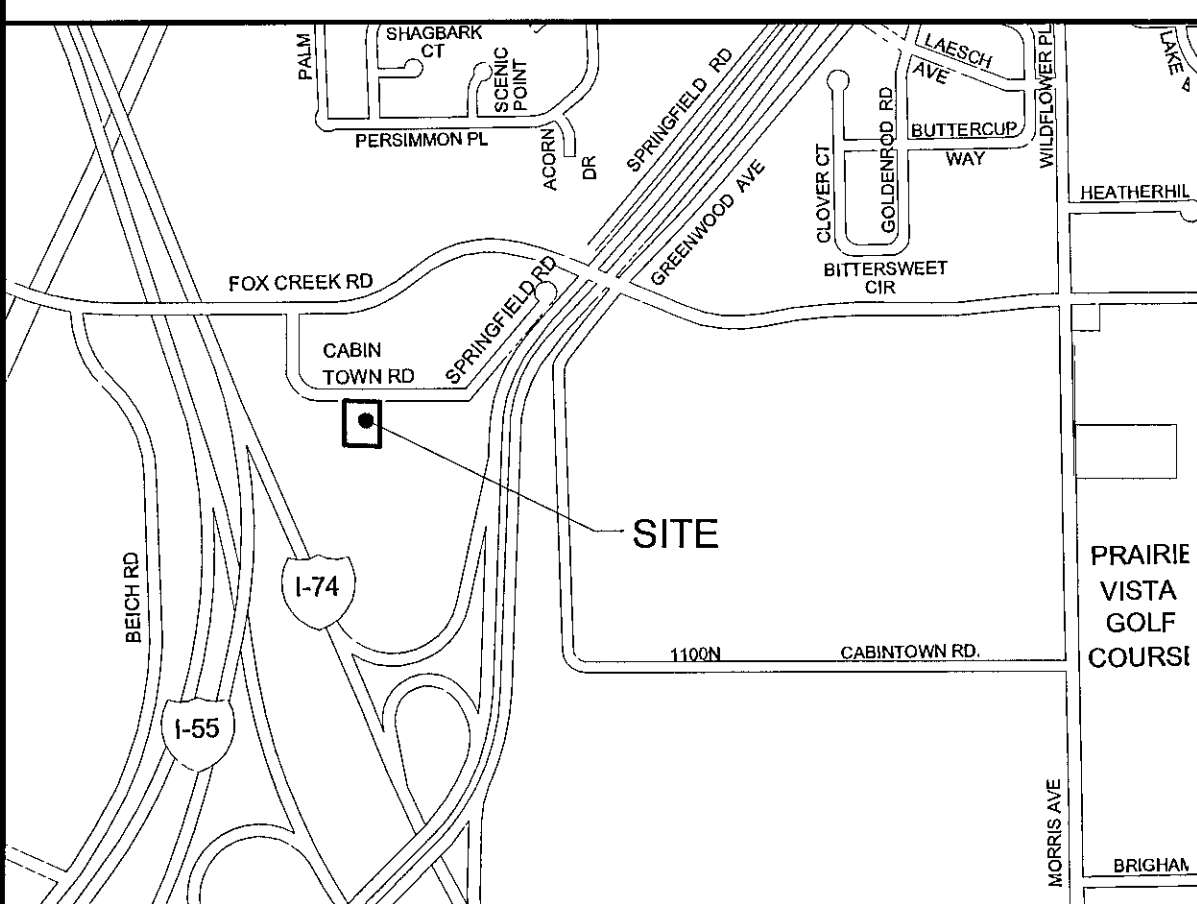
▭ Parcels



PART OF SW 1/4 SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Location Map
Not to Scale



City Clerk

SHEET NUMBER:

MEMORANDUM

May 27, 2014

TO: Tracey Covert, City Clerk
 FROM: Anthony Meizelis, Public Works
 RE: Metro Communications Subdivision
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Metro Communications Subdivision** approved by City Council on June 9, 2014.

A. Performance Guarantee:

110% of incomplete public improvement construction costs as of 5/27/14: \$ 0
 10% of all completed public improvement construction costs: \$ 0
 Total (Amount of the bond): \$ 0

B. Tap-On Fees:

There are tap-on fees due from **Metro Communications Subdivision** per the annexation agreement:

#	Name	Code	Principal	Interest	Total
1	Southwest Sanitary Sewer	51101100-57320	\$312.55	\$586.68	\$899.23
2	Ham.-Cabintown-Fox Creek San Sew	51101100-57320	\$3,170.15	\$808.43	\$3,978.58
3	Water main along Fox Creek Rd.	50100120-57320	\$0.00	\$0.00	\$0.00
4	Water main along e-w Cabintown Rd.	50100120-57320	\$5,180.00	\$0.00	\$5,180.00
5	Water main along n-s Cabintown Rd.	50100120-57320	\$0.00	\$0.00	\$0.00
6	Fox Crk Rd-Cabintown Rd. pvmt.	40100100-57320	\$0.00	\$0.00	\$0.00
7	Fee in lieu of Storm Water Detention	53103100-57320	\$0.00	\$0.00	\$0.00
	Total:		\$8,662.70	\$1,395.11	\$10,057.81

Area of Subd = 0.0.893 ac
 Subd frontage on Fox Creek Rd = 0 ft
 Subd frontage on e-w Cabintown Rd = 185 ft
 Subd frontage on n-s Cabintown Rd = 0 ft

- 1) Southwest Sanitary Sewer @ \$350 /ac +interest[†] from Feb. 1980.
- 2) Hamilton Rd - Cabintown Rd - Fox Creek Rd. San Sew @ \$3,550 /ac +interest[†] from Feb 2004
- 3) Water main along Fox Creek Rd @ \$28 /ft
- 4) Water main along east-west leg of Cabintown Rd @ \$28 /ft
- 5) Water main along north-south Cabintown Rd. @ \$5.00 /ft +interest[†] from Dec 1969

6) Fox Creek Road / Cabintown Road pavement @ \$145 /ft of frontage. On April 25, 2012 City Council waived the Fox Creek Road tap on fee for the Jeff Niepagen Subdivision. Since there is no annexation agreement for this fee, the charge is waived.

7) Fee in lieu of Storm Water Detention: no fee, developer to provide on-site detention.

[‡] Interest calculated based on the lower of 6% simple interest and CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-lynn Silva, Finance Department
Jeff Jurgens, Interim Corporation Counsel
file



METRO COMMUNICATIONS FINAL PLAT CHECKLIST

Date Prepared: 06/02/2014

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Name and address of the developer	TJM
	Total Acreage	TJM
	Name of the School District where the subdivision is located	
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	
	Digital Submittal provided to Public Works	
	2 Mylar Copies	
	16 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A



FOR COUNCIL: June 9, 2014

SUBJECT: Petition submitted by Illinois Wesleyan University (IWU) requesting approval of a Special Use Permit for a Parking Lot for the property located at southwest corner of Fell Ave. and Titan Dr., Zoned R-1C, Single-Family Residence District

RECOMMENDATION/MOTION: That the Special Use 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 petitioner is requesting approval of a Special Use for a parking lot in order to accommodate the expansion of the Shirk Center. The new parking lot will be adjacent to an existing parking lot which serves the Shirk Center. The site is located on the west side of Fell Ave. adjacent to Titan Dr.

The Zoning Board of Appeals held a public hearing and review on May 21, 2014. The petitioner's engineer stated the additional parking is necessary due to the expansion of the Shirk Center. The parking lot will comply with the required landscaping and not create traffic problems for Fell Ave. He commented that IWU has an agreement with the City for sewer improvements which has improved the storm and sanitary sewers conditions over the years. Two (2) neighbors spoke regarding concerns over peak parking, landscaping, and flooding. These concerns were addressed by the developer's engineer and the City engineer. With the addition of more landscaping, City staff agrees that the area will be more aesthetically appealing verses what is there currently. No one else from the public spoke in favor of or opposition to the petition.

Staff has evaluated the project and finds it to be an appropriate use for the site. The adjacent land uses should be compatible with the proposed use in that there already exists a major adjacent parking lot. Traffic will not be flowing directly onto Fell Ave. impacting the homes on the east side of Fell. Much of the traffic will exit onto Emerson. The capacity of the streets is adequate and there should be only a minimal change in traffic.

The Zoning Board of Appeals voted to recommend approval of the special use permit by a vote of 5 - 0.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to approximately

sixty-nine (69) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: The financial impact on City revenues should remain the same as IWU does not pay property taxes and there should be little if any impact on City services.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance and Legal Description
Attachment 2. ZBA meeting minutes and report
Attachment 3. IWU letter to neighbors
Attachment 4. Mailing list
Attachment 5. Mailing map
Attachment 6. Maps

Motion: That the Special Use be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

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

State of Illinois)
)ss.
County of McLean)

Now comes Illinois Wesleyan University 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 (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R - 1C, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 7, 30 (K) of said City Code, Parking Lots are allowed as a special use in a R - 1C zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R - 1C zoning districts;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R - 1C, zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner respectfully prays that said special use for said premises be approved.

Respectfully submitted,

J. Blumberg, CPE
Illinois Wesleyan University

ORDINANCE NO. 2014 - ____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PARKING LOT
FOR PROPERTY LOCATED AT: SOUTHWEST CORNER OF FELL AVENUE AND
TITAN DRIVE**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Parking Lot for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Sections 7.30(K) of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a Parking Lot on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 9th day of June, 2014.

APPROVED this ____ day of June, 2014.

APPROVED

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Description of Property

Lots 1, 2, 3 and 18 in Block 6 Phoenix Addition to the City of Bloomington, McLean County, Illinois;

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

Also, all of the North-South alley in Block 6 in Phoenix Addition lying North of the Easterly extension of the centerline of the vacated East-West alley in said Block 6.

P.I.N. 14 – 33 – 404 – 021

**UNAPPROVED ZONING BOARD OF APPEALS
REGULAR MEETING
WEDNESDAY, MAY 21, 2014, 3:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE ST., BLOOMINGTON, IL**

Members present: Ms. Barbara Meek, Mr. Robert Kearney, Ms. Amelia Buragas, Mr. Dick Briggs, Mr. Bill Zimmerman, Mr. Mike Ireland, Mr. Jim Simeone

Also present: Mr. Mark Woolard, City Planner
Mr. Kevin Kothe, City Engineer
Mr. Frank Koehler, Interim Director Planning and Code Enforcement

Mr. Woolard called the meeting to order at 3:00 p.m. and called the roll. A quorum was present.

The Board reviewed the minutes from March 19, 2014, and accepted the minutes as printed.

Chairman Ireland explained the meeting procedures. Mr. Woolard stated the cases had been published.

REGULAR AGENDA:

SP-03-14 Public Hearing and Review on the petition submitted by Illinois Wesleyan University requesting approval of a special use permit for a parking lot for the property located at southwest corner of Fell Avenue and Titan Drive. Zoned R-1C, Single-Family Residence District. (Ward 4)

Mr. Kearney and Mr. Simeone recused themselves as Illinois Wesleyan University (IWU) is their employer.

Chairman Ireland introduced the case and asked for anyone who would like to speak regarding the petition. Mr. Don Adams, 2709 McGraw Drive, representing Illinois Wesleyan University was sworn in and stated as IWU prepares plans for the expansion to the Shirk Athletic Center, the parking lot expansion is also planned. There will be a building addition to the Shirk Athletic Center which will consume about 55 parking spaces. The proposed parking area will be located on the southwest corner of Titan Drive and Fell Avenue. This will replace those parking spaces lost by the expansion. He stated that the plan does comply with city required setbacks and landscaping. The parking lot doesn't require storm water detention based on an agreement made years ago between IWU and the city where IWU assisted with improvements and funding for a major storm sewer project to allow disconnection of combined sanitary and storm sewers.

The University has done their homework in preparing and protecting the neighborhood as much as possible such as limits on direct traffic flows onto Fell Avenue. The traffic flow is forced to travel within IWU property with the intent to limit the impact on the neighbors. Mr. Adams stated there will be a net gain of eleven parking spaces and does not anticipate an increase in peak usage of the parking spaces with the addition to the Shirk Center because there is no added seating for basketball. The addition includes locker rooms and meeting room space.

Chairman Ireland asked for anyone else who would like to in favor of the petition and no one spoke. Chairman Ireland asked if anyone was present to speak in opposition of this special use petition. Mr. Gary Stevens, 1601 Iowa Street, was sworn in and asked if the lot was

full at peak use. He suggested if it's full, paid parking should be required to motivate less use of the parking lot.

Ms. Martha Bommarito, 1608 Fell Avenue, was sworn in and explained that she has been a Sugar Creek and Wesleyan watcher for nearly fifty years. She stated her concern is the character of the neighborhood has greatly changed and the location of this parking lot will further deteriorate this appearance. During the last rain she watched thousands of cubic feet of water empty into Sugar Creek because of the storm sewer that was allowed. In a few places, it looked like it was going over the banks. Flood control was done in conjunction with the city and corps of engineers to prevent flooding. She said there was a beautiful hedge of wedding vale spirea on the edge of the creek that was removed and now there is no cover and is concerned the landscaping will be ignored. She stated during peak use, Titan Drive is full of tailgating parties and litter. She wondered about the impact on Sugar Creek and clean water. Ms. Bommarito stated that when the pump was installed across from the creek from her home, it appeared as a penitentiary with barbed wires and a gate. It is unsightly. It doesn't add to the appearance of Illinois Wesleyan.

Chairman Ireland asked if anyone else was present to speak in opposition of this special use petition and no one spoke.

Mr. Adams stated that the parking lot is full in peak periods during football and some basketball games. Even though the University is always seeking revenue opportunities, a paid parking lot in this location would place more cars onto the free public streets. He stated IWU doesn't want to see that happen. He stated the water run off goes into a storm sewer under the intersection of Fell and Titan then into the creek. As IWU adds more impervious areas, there is more water added to Sugar Creek. This added water seems a mixed blessing as higher waters in Sugar Creek isn't the ideal, however before the city and University separated sewers in the neighborhood much of that water did not flow into Sugar Creek. It flowed into the public sanitary sewer systems which then flowed into basements. The tradeoff was that the city gained assistance in separating the sewers and protecting basements in return IWU doesn't have to provide detention. We still have drainage improvements for the neighborhood, but it's just a different kind of drainage improvement. He stated in the past twenty years there have been four versions of flood plain maps for this stretch of Sugar Creek. Over that time, the hundred year flood plain elevation has gone down by a little over a foot. He stated this was due to newer east side detention basins. Mr. Woolard stated the staff position to support the request and the detention would not be a requirement due to the previous agreement. The parking lot requires landscaping which will be an aesthetic improvement for the surrounding properties. Since there is no direct outlet of traffic, the impact on Fell Avenue should be minimal. Staff believes the parking lot is a compatible use and supports the request.

Mr. Briggs asked if there is a current need for water runoff with this change. Mr. Kothe stated that the city council has an agreement with IWU that allowed for the construction of a city storm sewer on Franklin which helped with area basement flooding and allowed for the separation of the storm and sanitary sewers. Detention is great when we can get it, however the storm sewer was a far better early improvement. He explained how many improvements have taken place over the last 30 years that have resulted in reduced flooding. He recalled the 1970's flooding of Main Street near the old Steak and Shake which hasn't happened since due to the changes. With

continued improvements anticipated such as IDOT main street bridge replacements, he stated that he couldn't see a need for further retention at this time.

The vote on recommending approval of special use permit SP-03-14 was approved with five (5) voting in favor, and zero (0) against with the following votes being cast on roll call: Mr. Briggs—Yes; Ms. Meek—Yes; Mr. Simeone— Recused; Mr. Kearney—Recused; Mr. Zimmerman—Yes; Ms. Buragas—Yes; Mr. Ireland—Yes

REPORT

To: Zoning Board of Appeals

From: Staff

Subject: **SP-03-14 Public Hearing and Review on the petition submitted by Illinois Wesleyan University requesting approval of a special use permit for a parking lot for the property located at southwest corner of Fell Avenue and Titan Drive. Zoned R-1C, Single-Family Residence District.**

BACKGROUND INFORMATION:

Adjacent Zoning

North: S-1, University District

South: R-1C, Single-Family Residence District

East: R-1C, Single-Family Residence District

West: S-1, University District

Adjacent Land Uses

North: Parking Lot

South: SF Homes, Vacant

East: SF Homes

West: Parking Lot

The Comprehensive Plan calls for the property to be governmental/institutional.

Illinois Wesleyan University is seeking a special use for a parking lot on land adjacent to their existing parking lot which is next to their Shirk Center. The land has been vacant except for a garage that is likely to be soon demolished. The adjacent land uses should be compatible with the proposed use in that most of the adjacent land uses are university owned property and parking lots. There are single-family homes to the east that view a large parking lot now and this new parking lot will be very similar in appearance and closer to the homes however there will be landscaping that should result in a more aesthetically pleasing view than what is there now.

Traffic and Parking

The change in land use from a vacant lot will not generate any additional traffic and should reduce any on street parking.

Staff supports the special use request because the site is in close proximity to other Illinois Wesleyan University facilities and should reduce on street parking. Being a university parking lot it should be monitored closely by the university and should not generate nuisances for nearby properties.

Action by the Board of Zoning Appeals.

For each special use application the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet

the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless such Board shall find:

1. **that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** since it will not increase any traffic and reduce on street parking and with the addition of new landscaping the comfort level of the neighbors should increase.
2. **that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** since it will not increase any traffic and will reduce on street parking.
3. **that the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;** especially since these properties will experience less on street parking on Fell Avenue and more landscaping than what currently exists.
4. **that adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** and utilities and drainage will be in compliance with city requirements and or established agreements..
5. **that adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;** and no new curb cuts are proposed.
6. **that the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137)** and all city codes will be complied with and no variances are being requested.

STAFF RECOMMENDATION:

Staff recommends that the Zoning Board of Appeals pass a motion recommending City Council approval of this petition in Case SP-03-14 to allow a noncommercial parking lot for the property located at the southwest corner of Fell Avenue and Titan Drive.

Respectfully submitted,

Mark Woolard
City Planner



ILLINOIS WESLEYAN
UNIVERSITY

April 4, 2014

Bob and Jan Mowery
1507 Fell
Bloomington, IL 61701

Dear Bob and Jan:

I write to inform you about a special use permit that the University is requesting from the City to expand the parking lot adjacent to the Shirk Center.

The University is expanding the Shirk Center to add additional locker rooms and non-athlete student exercise space. This addition will allow the University to meet the needs of a student population that has changed since the building was first built in 1994.

The addition will remove parking along the east side of the building and the University wishes to use part of the land along Fell St. to replace the spots lost. Entrance to the parking lot will remain from Titan Drive. All trees currently in the right-of-way will be retained. I have attached a map that outlines in red the extension.

The requested action would retain the current R-2 designation but allow a special use on this property for a parking lot. The change would only allow the University to construct a parking lot and any additional uses would require the University to return to the City for another variance.

I wanted you to know before our request goes to City Council.

Please feel free to contact me should you have any questions.

Sincerely,

Carl Teichman
Director of Government and Community Relations
309- 556-3429 (office)
cteich@iwu.edu



Transforming Lives THE CAMPAIGN FOR ILLINOIS WESLEYAN

Shirk Parking Lot Extension Map



PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

125 S BELLEMONT RD
BLOOMINGTON IL 617014304

PO BOX 2900
BLOOMINGTON IL 617022900

PO BOX 2900
BLOOMINGTON IL 617022900

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

2 BROOKSHIRE GRN
BLOOMINGTON IL 617046257

1507 FELL AVE
BLOOMINGTON IL 617011832

504 E EMERSON
BLOOMINGTON IL 61701

6586 Alexander Rd
Heyworth IL 617458814

PO BOX 267
HOPEDALE IL 617470267

1605 FELL AVE
BLOOMINGTON IL 617011834

1522 N CLINTON BLVD
BLOOMINGTON IL 617011814

1528 N CLINTON BLVD
BLOOMINGTON IL 617011863

502 E EMERSON ST
BLOOMINGTON IL 617011819

9725 N 1250 EAST RD
SHIRLEY IL 617729581

507 E DIVISION ST
BLOOMINGTON IL 617011815

1505 NORTH FELL AVENUE
BLOOMINGTON IL 61701

1509 FELL AVE
BLOOMINGTON IL 617011832

1607 N FELL
BLOOMINGTON IL 61701

118 EASTVIEW DR
NORMAL IL 617612439

1508 N Clinton Blvd
Bloomington IL 617011814

1520 N CLINTON BLVD
BLOOMINGTON IL 61701

1504 N CLINTON BLVD
BLOOMINGTON IL 61701

PO BOX 3307
BLOOMINGTON IL 617023307

1518 N CLINTON BLVD
BLOOMINGTON IL 617011814

612 E FRONT ST
BLOOMINGTON IL 617015314

1502 N CLINTON BLVD
BLOOMINGTON IL 617011814

1511 FELL AVE
BLOOMINGTON IL 617011832

32 PAIGE PL
BLOOMINGTON IL 61704

1510 N CLINTON BLVD
BLOOMINGTON IL 617011814

1503 FELL AVE
BLOOMINGTON IL 61701

PO BOX 2900
BLOOMINGTON IL 617022900

1506 N Clinton
Bloomington IL 617011814

PO BOX 2900
BLOOMINGTON IL 61702

1612 N FELL
BLOOMINGTON IL 61701

PO BOX 2900
BLOOMINGTON IL 61702

1610 FELL AVE
BLOOMINGTON IL 617011835

109 E OLIVE ST
BLOOMINGTON IL 61701

1608 FELL AVE
BLOOMINGTON IL 617011835

PO BOX 3307
BLOOMINGTON IL 617023307

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

1528 N CLINTON BLVD APT 2S
BLOOMINGTON IL 617011863

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 3307
BLOOMINGTON IL 617023307

1312 S FELL AVE
NORMAL IL 617613643

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

1309 S FELL AVE
NORMAL IL 617613611

PO BOX 2900
BLOOMINGTON IL 61702

PO BOX 2900
BLOOMINGTON IL 61702

1612 N FELL
BLOOMINGTON IL 61701

PO BOX 3307
BLOOMINGTON IL 617023307

PO BOX 2900
BLOOMINGTON IL 61702

16072 DEE MAC RD
MACKINAW IL 617559492

1406 FELL AVE
BLOOMINGTON IL 617011831

PO BOX 2900
BLOOMINGTON IL 617022900

2802 ALANA WAY
BLOOMINGTON IL 617047002

408 BEECHER ST
BLOOMINGTON IL 617011802

PO BOX 2900
BLOOMINGTON IL 61702

501 E EMERSON
BLOOMINGTON IL 61704

1413 FELL AVE
BLOOMINGTON IL 617011830

1414 N CLINTON BLVD
BLOOMINGTON IL 61701

1406 N CLINTON BLVD
BLOOMINGTON IL 61701

1418 N CLINTON BLVD
BLOOMINGTON IL 617011812

503 E EMERSON ST
BLOOMINGTON IL 617011818

1417 FELL AVE
BLOOMINGTON IL 61701

1410 Fell Ave
Bloomington IL 617011831

1415 N FELL
BLOOMINGTON IL 61701

8 EBACH DR
BLOOMINGTON IL 617012006

2802 ALANA WAY
BLOOMINGTON IL 617047002

411 BEECHER ST
BLOOMINGTON IL 617011801

PO BOX 3074
CARBONDALE IL 629023074

PO BOX 2900
BLOOMINGTON IL 61702

415 Beecher St
Bloomington IL 617011801

16072 DEE MAC RD
MACKINAW IL 617559492

PO BOX 2900
BLOOMINGTON IL 61702

407 BEECHER ST
BLOOMINGTON IL 617011801

1412 N CLINTON BLVD
BLOOMINGTON IL 617011812

PO BOX 2900
BLOOMINGTON IL 617022900

PO BOX 2900
BLOOMINGTON IL 61702

1408 N CLINTON BLVD
BLOOMINGTON IL 617011812

1407 FELL AVE
BLOOMINGTON IL 617011830

PO BOX 2900
BLOOMINGTON IL 617022900

1411 FELL AVE
BLOOMINGTON IL 617011830

402 WHISPERING PINES
NORMAL IL 61761

PO BOX 2900
BLOOMINGTON IL 617022900

1412 FELL AVE
BLOOMINGTON IL 617011831

1416 N CLINTON BLVD
BLOOMINGTON IL 617011812

1409 FELL AVE
BLOOMINGTON IL 617011830

1 S WACKER DR FL 24
CHICAGO IL 606064654

PO BOX 2900
BLOOMINGTON IL 617022900

1320 FELL AVE
BLOOMINGTON IL 617011862

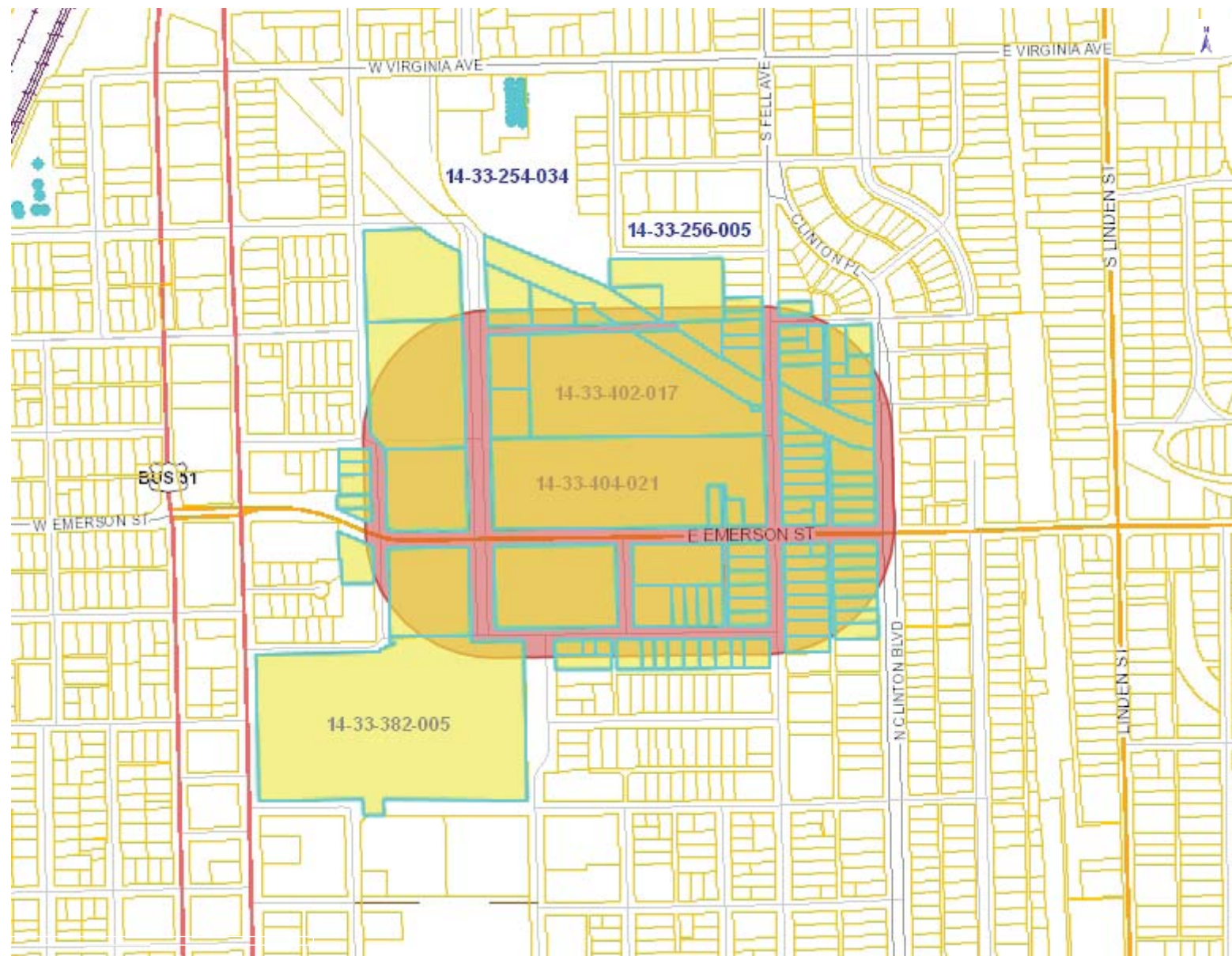
1410 N CLINTON BLVD
BLOOMINGTON IL 617011812

1404 FELL AVE
BLOOMINGTON IL 617011831

PO BOX 2900
BLOOMINGTON IL 61702

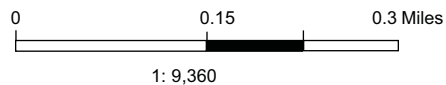


Map IWU Parking lot Fell Ave & Emerson St - 500 Feet of Parcel - Neighbor Mailing



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
 - PAVED
 - UNPAVED
- City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County



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Notes



Titan Dr

Fell Ave

Emerson St

1515

1513

1511

1509

1507

1505

1503

502

1508

1504

1502

414

416

416





FOR COUNCIL: June 9, 2014

SUBJECT: Petition submitted by Land Trust CC-1, requesting approval to Rezone a portion of Fox Creek Village PUD, located south of Lot 2, Fox Creek Country Club, north of Outlot 26, Fox Creek Village Subdivision, and west of the Union Pacific Railroad from S-2, Public Lands and Institutions District to R-2, Mixed Residence District

RECOMMENDATION/MOTION: That the Rezoning Petition 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 in an area that was once planned for a detention basin. Today that basin is located to the south of the subject land and the subject property is not necessary for the detention. The subject site is also the same land that had already received approval for an amended preliminary plan in 2013.

The Planning Commission held a public hearing and review on May 14, 2014. The petitioner's engineer spoke in this case and explained that the request will bring the zoning in line with the intended residential use. There is no change in the housing and the preliminary plan that was previously approved. No one else from the public spoke in favor of or opposition to the petition.

The Planning Commission discussed a second entrance to the subdivision and approved a motion for consideration of a second entrance to the subdivision. The Planning Commission voted to recommend approval of the rezoning by a vote of 8 - 1.

Staff believes that the second entrance issue was dealt with when the preliminary plan was amended and should not be an issue for the rezoning. Staff reviewed the petition and determined that the proposed zoning is compatible with the adjacent land uses. The zoning of land to the north will be identical. There is undeveloped land on the west and south and a railroad on the east.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to fifty-three (53) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: There should be an increase in property taxes for the City upon approval of the rezoning and new home construction. However, there will also be a need for increased City services. No financial impact analysis has been done for this project. In general, residential services cost more than the revenue generated by property taxes.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Planning Commission minutes and report
Attachment 3. Mailing List
Attachment 4. Mailing Area Map
Attachment 5. Plat and Aerial Map

Motion: That the Rezoning Petition be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

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

PETITION FOR 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 Land Trust CC-1 , 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 (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit A presently has a zoning classification of S – 2, Public Lands and Institutions 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 petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R – 2, Mixed Residence 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 S - 2 Public Lands and Institutions District .

Respectfully submitted,

By: Stephen W. Snyder

ORDINANCE NO. 2014 - ____

**AN ORDINANCE REZONING A PORTION OF FOX CREEK VILLAGE PUD
FROM S – 2, PUBLIC LANDS AND INSTITUTIONS DISTRICT
TO R – 2, MIXED RESIDENCE 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(s) A shall be and the same are hereby rezoned from S – 2, Public Lands & Institutions District to R – 2, Mixed Residence 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 9th day of June, 2014.

APPROVED this ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit A

Description of Property to be Re-zoned R-2

A part of Lot 4 in Capen's Subdivision of Part of Sections 13 and 24, Township 23 North, Range 1 East of the Third Principal Meridian, and a part of Sections 18 and 19, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of Lot 2 in Fox Creek Country Club in the City of Bloomington, Illinois, according to the plat recorded as Document No. 95-26592 in the McLean County Recorder's Office, said Southwest Corner being a point on the West Line of said Lot 4; thence south 242.80 feet along the West Line of said Lot 4; thence east 980.28 feet along a line parallel with the South Line of said Lot 2 and which forms an angle to the right of 90°-00'-00" with the last described course to a point on the Northwesternly Right-of-Way Line of the former Chicago and Alton Railroad, said Right-of-Way Line also being the Southeasterly Line of Lot 4 in said Capen's Subdivision; thence northeast 5.50 feet along the Southeasterly Line of said Lot 4 which forms an angle to the right of 116°-00'-45" with the last described course; thence northwest 25.00 feet along said Southeasterly Line which forms an angle to the right of 90°-00'-00" with the last described course; thence northeast 252.47 feet along said Southeasterly Line which forms an angle to the right of 270°-00'-00" with the last described course to a point on the easterly extension of the South Line of said Lot 2; thence west 1070.95 feet along said easterly extension and said South Line which forms an angle to the right of 63°-59'-15" with the last described course to the Point of Beginning, containing 5.646 acres, more or less.

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, MAY 14, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

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

OTHERS PRESENT: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director of Planning and Code Enforcement
Mr. Kevin Kothe, City Engineer

CALL TO ORDER: Chairman Cain called the meeting to order at 4:01 P.M.

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

PUBLIC COMMENT: None

Resolution of Appreciation: Chairman Cain recognized Bill Schulz in appreciation of his service of nine years on the Commission. Chairman Cain presented the certificate of appreciation to Mr. Schulz.

MINUTES: The Commission reviewed the April 23, 2014 minutes. Mr. Balmer moved to approve the April 23, 2014, minutes as written. Mr. Stanczak seconded the motion which passed 9-0 with following votes being cast on roll call: Mr. Stuckey--yes; Mr. Wills--present; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--yes; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--Yes; Mr. Suess--yes.

REGULAR AGENDA:

Z-03-14. Public hearing and review on the petition submitted by Land Trust CC-1 requesting the approval of a Rezoning from a portion of Fox Creek Village PUD, from S-2, Public Lands and Institutions District to R-2, Mixed Residence District, for the property located south of Lot 2, Fox Creek Country Club, north of Outlot 26, Fox Creek Village Subdivision, and west of Union Pacific Railroad consisting of approximately 5.64 acres.

Chairperson Cain introduced the petition. Mr. Stanczak recused himself. Mr. Woolard stated the area of rezoning received approval for a preliminary plan last year. The area was originally planned for detention, however that has changed for residential development. Staff is supporting this request.

Mr. Balmer stated his concern for the increase in density with very limited access and the provision of services. Mr. Woolard stated that the parcel size is limited by the code. The layout including the number of lots would not change now. A discussion regarding the development ensued.

Chairman Cain opened the public hearing. Mr. Don Adams, 2709 McGraw Drive, stated years ago when Pepper Ridge Subdivision began, the area was set aside for a detention basin. It had extra space and when The Den was built, the detention basin was shifted. The zoning should

have been revised at that point. Mr. Adams stated that last year when they returned for the Preliminary Plan revision, they should have addressed the inconsistent zoning at that time. The intended uses had changed many years ago and this process is making that change formal. There is no change in the Fox Creek Village preliminary plan nor the houses. The only change is to reflect the proper zone changes that were made in the initial preliminary plan.

Mr. Adams stated accessibility isn't being addressed today as nothing is changed from the original plan. There is a land locked area to the South by the detention basin and railroad tracks and is accessible through Pepper Ridge to the North. There is a possible second access located to the North East and it is available for the homeowners association's first right of refusal to build a road if they want it. The streets in Fox Creek Village are private streets. Every opportunity has been explored for more access. There is no more density planned.

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

A discussion ensued regarding detention and access. Mr. Kothe stated this is a zoning adjustment to match the changes that were actually made years ago and there is no concern with detention.

Chairman Cain closed the public hearing. Mr. Pearson expressed concern over the access for public safety. A discussion ensued regarding on the purpose of the preliminary plan to offer change until the final plat. Mr. Balmer restated concern over access however there would be no reason to deny this at this point. Mr. Stuckey stated there is no reason to hold this up based on what was already approved. We assumed it was R-2. Mr. Diamond even though the plan is not optimal with regard to a secondary access, this is not the time to address that issue.

Mr. Balmer amended the motion to include a recommendation for consideration for an additional entrance in case Z-03-14. Mr. Cornell seconded the motion which passed by a vote of 5 to 4 each with the following votes being cast on roll call: Mr. Stuckey--no; Mr. Diamond--no; Mr. Balmer--yes; Mr. Pearson--yes; Mr. Stanczak--present; Mr. Scritchlow--no; Mr. Cornell--yes; Mr. Cain--yes; Mr. Suess--yes; Mr. Wills--no.

Mr. Scritchlow moved to recommend approval to the city council for case Z-03-14. Mr. Diamond seconded the motion which passed by a vote of 8 to 1 each with the following votes being cast on roll call: Mr. Stuckey--yes; Mr. Diamond--yes; Mr. Balmer--yes; Mr. Pearson--no; Mr. Stanczak--present; Mr. Scritchlow--yes; Mr. Cornell--yes; Mr. Cain--yes; Mr. Suess--yes; Mr. Wills--yes.

To: Bloomington Planning Commission

From: Staff

Subject: Z-03-14. Public hearing and review on the petition submitted by Land Trust CC-1 requesting the approval of a Rezoning from a portion of Fox Creek Village PUD, from S-2, Public Lands and Institutions District to R-2, Mixed Residence District, for the property located south of Lot 2, Fox Creek Country Club, north of Outlot 26, Fox Creek Village Subdivision, and west of Union Pacific Railroad consisting of approximately 5.64 acres.

BACKGROUND INFORMATION:

Adjacent Zoning

North: R-2, Mixed Residence

South: S-2, Public Lands and Institutions

East: Railroad

West: County Zoning

Adjacent Land Uses

North: Single Family, Two-Family

South: Detention

East: Railroad

West: Agricultural

The Comprehensive Plan calls for Low/Medium Residential for the site.

The land subject to the petition is currently vacant, fairly level and in an area of developing single-family homes however it is undeveloped to the south and west except for a detention basin. This is the same land that was approved in 2013 for an amended preliminary plan. The developer intends is to continue the residential development similar to what exists to the north and thus needs the R-2 zoning. At one point the subject property was to be used for detention and that is why the land is currently zoned S-2 however the detention area is now to be in the area to the south of the subject site.

Rezoning petitions should be reviewed with an analysis of other potential land uses that would be permitted with the proposed zoning and whether those uses are compatible with existing or probable nearby land uses. See the attached tables. In this situation the proposed zoning is compatible with the adjacent land uses and in fact many of the adjacent uses will be identical. Thus staff supports the request.

STAFF RECOMMENDATION:

Staff recommends the planning commission pass a motion recommending that the City Council rezone the property in Case Z-03-14 from S-2, Public Lands and Institutions District to R-2, Mixed Residence District, for the property located south of Lot 2, Fox Creek Country Club,

north of Outlot 26, Fox Creek Village Subdivision, and west of Union Pacific Railroad consisting of approximately 5.64 acres.

Respectfully submitted,

Mark Woolard
City Planner

1805 W WASHINGTON ST
BLOOMINGTON IL 617013703

103 W JEFFERSON ST
BLOOMINGTON IL 617013904

109 E OLIVE ST
BLOOMINGTON IL 61701

18 FULLER CT
BLOOMINGTON IL 61701

22 FULLER CT
BLOOMINGTON IL 61701

23 FULLER CT
BLOOMINGTON IL 61701

19 FULLER CT
BLOOMINGTON IL 61704

2703 WESTBROOK DR
BLOOMINGTON IL 61704

22 Winding Way
Bloomington IL 617056591

16 WINDING WAY
BLOOMINGTON IL 617056591

PO BOX 1501
BLOOMINGTON IL 617021501

20 FULLER CT
BLOOMINGTON IL 61704

24 FULLER CT
BLOOMINGTON IL 61701

21 FULLER CT
BLOOMINGTON IL 61701

1 BRICKYARD DR
BLOOMINGTON IL 61704

20 WINDING WAY
BLOOMINGTON IL 617056591

2701 WESTBROOK DR
BLOOMINGTON IL 61705

24 Winding Way
Bloomington IL 617056591

4 Barclay Ct
Bloomington IL 617056592

5 BARCLAY CT
BLOOMINGTON IL 617056592

6 BARCLAY CT
BLOOMINGTON IL 617056592

8 BARCLAY CT
BLOOMINGTON IL 617056592

7 BARCLAY CT
BLOOMINGTON IL 617056592

11 Barclay Ct
Bloomington IL 617056592

3 Barclay Ct
Bloomington IL 617056592

5 PINEY RUN CT
BLOOMINGTON IL 617046456

7 PINEY RUN CT
BLOOMINGTON IL 61704

PO BOX 1546
BLOOMINGTON IL 61702

2 BARCLAY CT
BLOOMINGTON IL 617056592

10 BARCLAY CT
BLOOMINGTON IL 617056592

**1 SHALIMAR PT
BLOOMINGTON IL 617059094**

**12 Barclay Ct
Bloomington IL 617056592**

**14 BARCLAY CT
BLOOMINGTON IL 617056592**

**18 BARCLAY CT
BLOOMINGTON IL 617056592**

**20 Barclay Ct
Bloomington IL 617056592**

**9 BARCLAY CT
BLOOMINGTON IL 617056592**

**13 Barclay Ct
Bloomington IL 617056592**

**1 BRICKYARD CT
BLOOMINGTON IL 61704**

**21 BARCLAY CT
BLOOMINGTON IL 617056592**

**17 BARCLAY CT
BLOOMINGTON IL 617056592**

**19 BARCLAY CT
BLOOMINGTON IL 617056592**

**1 BARCLAY CT
BLOOMINGTON IL 617056592**

**2602 WESTBROOK DR
BLOOMINGTON IL 617056565**

**14 WINDING WAY
BLOOMINGTON IL 617056591**

**1 BRICKYARD DR
BLOOMINGTON IL 61704**

**26 FULLER CT
BLOOMINGTON IL 61701**

**28 FULLER CT
BLOOMINGTON IL 61704**

**30 FULLER CT
BLOOMINGTON IL 61701**

**25 FULLER CT
BLOOMINGTON IL 61701**

**29 Fuller Ct
Bloomington IL 617054184**

**27 FULLER CT
BLOOMINGTON IL 61704**

**109 E OLIVE ST
BLOOMINGTON IL 61701**

**1805 W WASHINGTON ST
BLOOMINGTON IL 617013703**

**1805 W WASHINGTON ST
BLOOMINGTON IL 617013703**

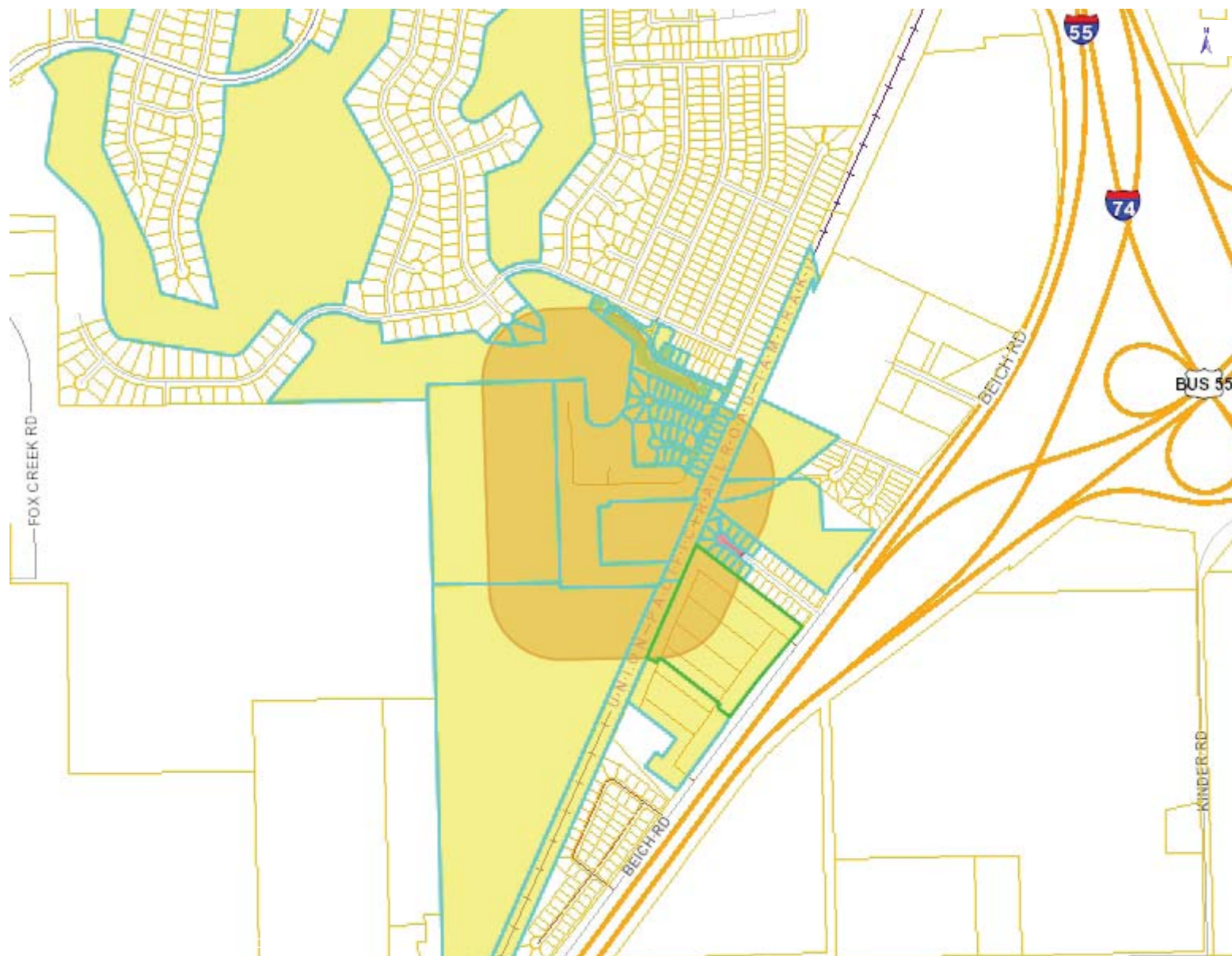
**PO BOX 500
NEVADA IA 502010500**

**18923 HIGHWAY 65
CEDAREDGE CO 814138224**

**3207 STRINGTOWN RD
SHIRLEY IL 617727539**

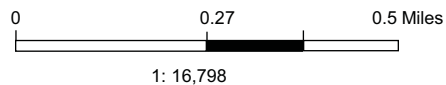


Fox Creek Village Properties Where Owners Notified of Hearing



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
 - PAVED
 - UNPAVED
- City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County



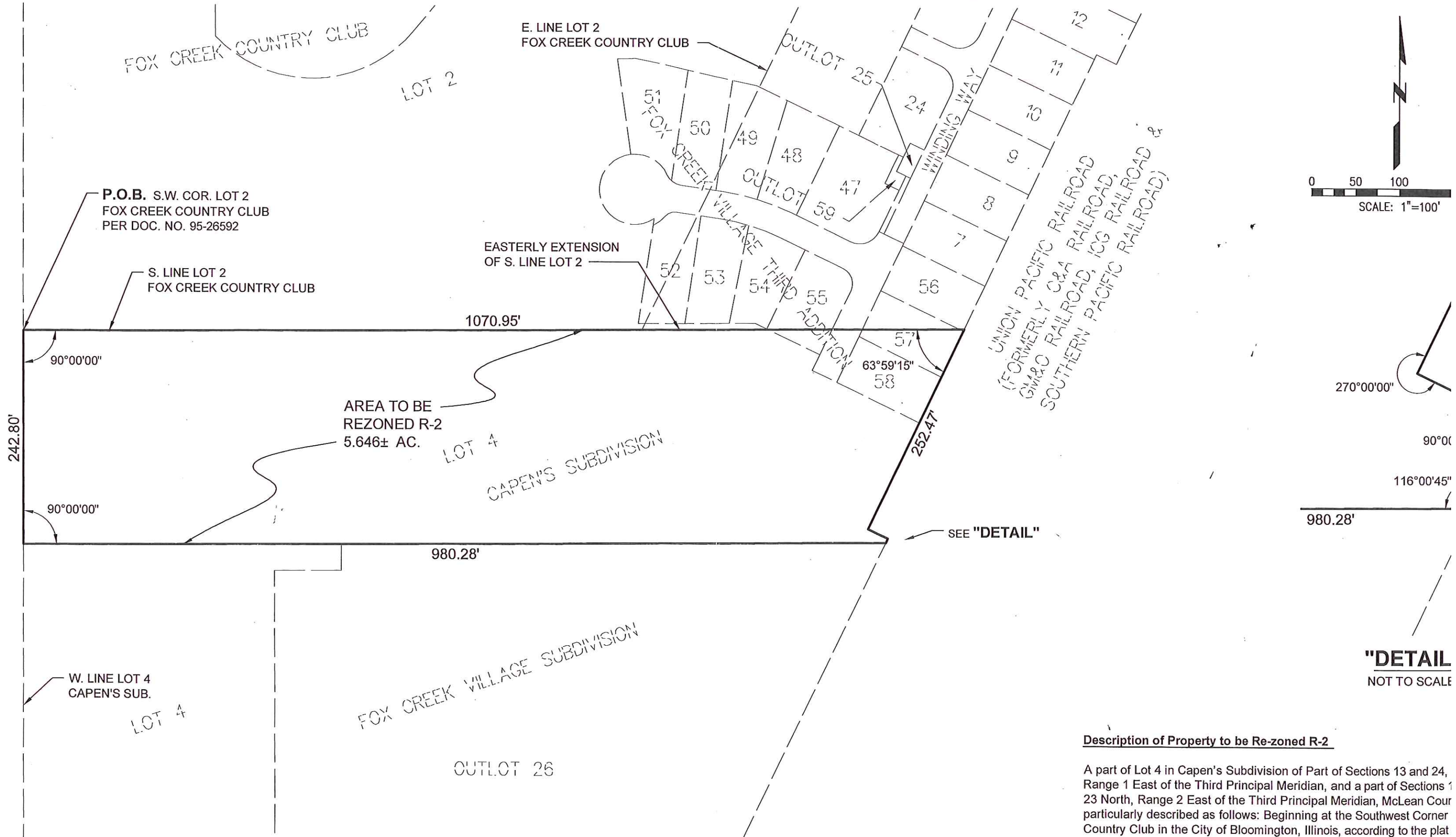
By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Printed: 4/24/2014 1:51:22 PM

Notes

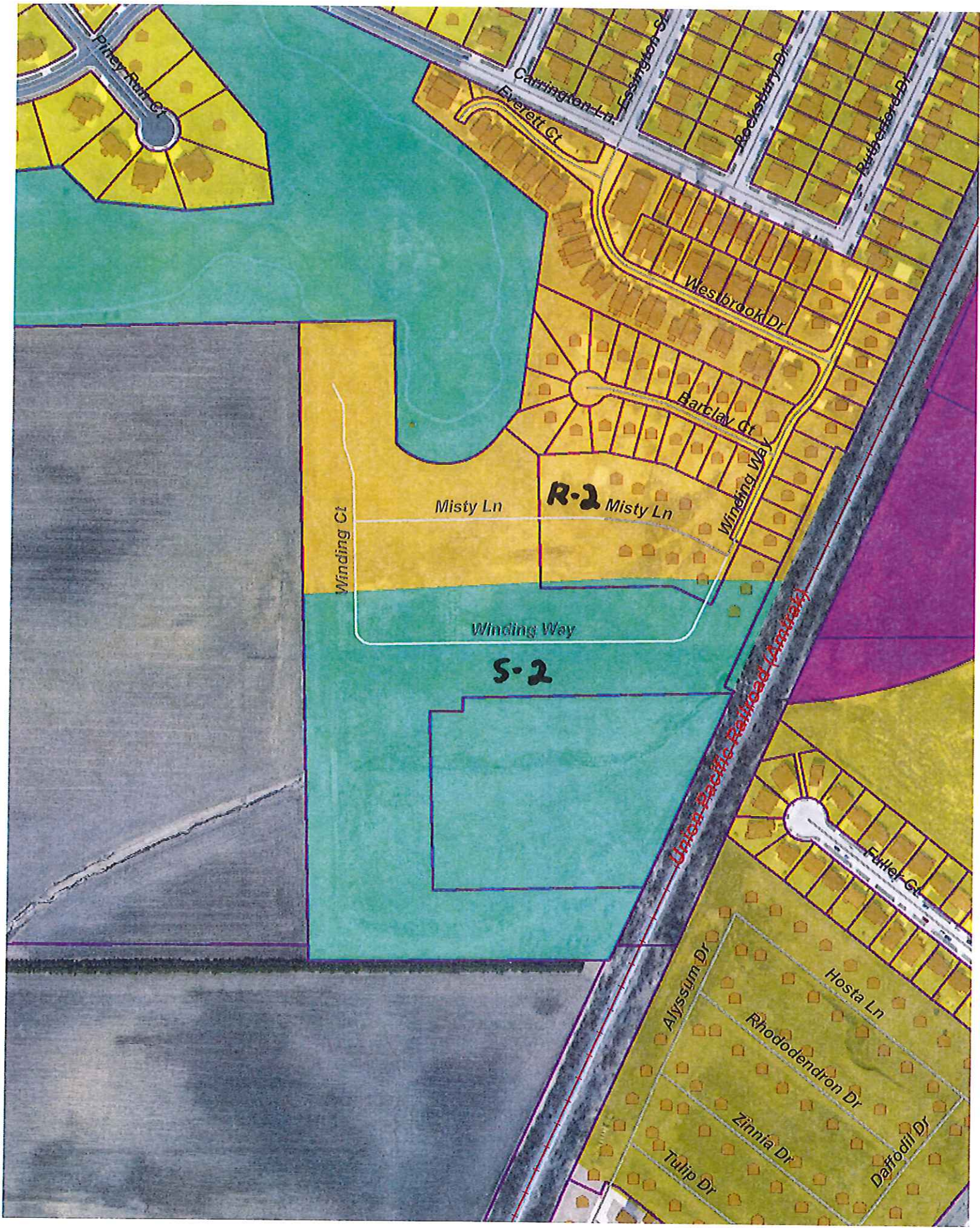
FOX CREEK VILLAGE REZONING PLAT

PART OF NW 1/4 SECTION 19, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



Description of Property to be Re-zoned R-2

A part of Lot 4 in Capen's Subdivision of Part of Sections 13 and 24, Range 1 East of the Third Principal Meridian, and a part of Sections 1 23 North, Range 2 East of the Third Principal Meridian, McLean Cour particularly described as follows: Beginning at the Southwest Corner Country Club in the City of Bloomington, Illinois, according to the plat



Piney Run Ct

Everett Ct
Carrington Ln

Essington St

Rockbury Dr

Rutherford Dr

Westbrook Dr

Barclay Ct

Winding Ct

Misty Ln

R-2 Misty Ln

Winding Way

S-2

Union Pacific Railroad (Amtrak)

Fuller Ct

Alyssum Dr

Rhododendron Dr

Zinnia Dr

Tulip Dr

Hosta Ln

Daffodil Dr



FOR COUNCIL: June 9, 2014

SUBJECT: Fiscal Year (FY) 2015 City Manager's Action Plan

RECOMMENDATION/MOTION: That the FY 2015 City Manager's Action Plan be adopted.

STRATEGIC PLAN SIGNIFICANCE: This plan will support all six (6) of the City's Major Goals.

- Goal 1. Financially sound City providing quality basic services.
- Goal 2. Upgrade City infrastructure and facilities.
- Goal 3. Grow the local economy.
- Goal 4. Strong neighborhoods.
- Goal 5. A great place – livable, sustainable City.
- Goal 6. Prosperous Downtown Bloomington.

BACKGROUND: The purpose of the City Manager's Annual Action Plan is to assess and measure the City Manager's performance in completing goals and objectives agreed to by the Council and City Manager, per the City Manager's employment contract.

The FY 2015 City Manager's Action Plan was presented at the Committee of the Whole Meeting on January 21, 2014. Council was asked to give input over the last few months. The plan presented today is the result of the Council and City Manager's input.

The changes made from the original version presented on January 21 are the following:

- Revitalizing Our City Government was removed due to lack of funding.
- Sanitary Sewer and Storm Water Master Plans were combined into one action item.

A detailed project management task list and timeline will be created for each major task. These project management documents will be distributed to the Council at the June 16, 2014 Committee of the Whole meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Katie Buydos, Executive Assistant

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. FY2015 City Manager's Action Plan

Motion: That the FY 2015 City Manager's Action Plan be adopted.

Motion: _____ Seconded by: _____

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

Action Item #	Description	Goal	Status	Goals for FY 2015
1	Five Year Capital Improvement Program: <i>Staff to complete and present to Council</i>	Goal #1: Financially Sound City Providing Quality Basic Services	In Progress	Present the Five Year Capital Improvement Program (CIP) to Council for consideration - outlines all projects and funding.
2	Sanitary Sewer & Stormwater Master Plan: <i>Staff to complete and present to Council</i>	Goal #2: Upgrade City Infrastructure and Facilities	In Progress	Present Final Sanitary Sewer & Stormwater Master Plan for Council consideration, Present a 5-year Sanitary Sewer Capital Improvement Program (CIP) - (1) funding plan based on existing SS projected fees
3	Sidewalk Master Plan: <i>Staff to complete and present to Council</i>	Goal #2: Upgrade City Infrastructure and Facilities	In Progress	Present Final Sidewalk Master Plan to Council for consideration - (1) 5-yr funding plan based on general tax revenue
4	Facilities Master Plan: <i>Staff to complete and present to Council</i>	Goal #2: Upgrade City Infrastructure and Facilities	In Progress	Present Final Facilities Master Plan to Council for consideration. This will include all City Buildings including Fire Stations - (1) 5-yr funding plan based on general tax revenue
5	Downtown Streetscape Master Plan: <i>Staff to complete the plan and present to Council</i>	Goal #5: Prosperous Downtown Bloomington	In Progress	Present Final Downtown Streetscape Master Plan to Council for consideration - (1) 5-yr funding plan based on general tax revenue
6	Street Master Plan: <i>Staff to begin the process</i>	Goal #2: Upgrade City Infrastructure and Facilities	Not Started	Draft Street Master Plan to be 50% complete by April 30, 2015. Present Draft Street Master Plan to Council in FY 2016 - (1) funding plan based on the Bloomington Local Motor Fuel Tax (\$.04/gallon = approx \$1million/yr), City's allocation of the State MFT (\$.185/gal = approx \$2 million/yr), general tax revenue
7	Water Master Plan: <i>Staff to begin the process</i>	Goal #2: Upgrade City Infrastructure and Facilities	Not Started	Draft Water Master Plan to be 50% complete by April 30, 2015. Present Draft Water Master Plan to Council FY 2016- (1) 5-yr funding plan based on current/existing fee rates
8	Procurement/Purchasing Policy: <i>Staff to complete and present to Council</i>	Goal #1: Financially Sound City Providing Quality Basic Services	In Progress	Present Ordinance to Council for Consideration.
9	General Fund Major Revenue Audit: <i>Staff to complete and present to Council</i>	Goal #1: Financially Sound City Providing Quality Basic Services	In Progress	Revenue Audits to be performed and presented to Council: Utility Taxes (electricity, natural gas, telecommunications) and Sales Tax.

Item 7U.

**Text Amendment to Chapter 29, Section 194B
of the City Code Pertaining to the Seizure and
Impoundment of Vehicles Used in Violation of
Certain Criminal Offenses**

To be provided via addendum



FOR COUNCIL: June 9, 2014

SUBJECT: Text Amendment regarding Structure of the City Legal Department and Agreement with Sorling, Northrup, Hanna, Cullen & Cochran, Ltd. to Provide Legal Services

RECOMMENDATION/MOTION: That the Text Amendment be approved, the Ordinance passed, the Agreement approved, and the City Manager 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 1c. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The City Manager is proposing utilizing a hybrid method of providing legal services to the City, including the use of limited in-house staff and outside counsel. Since January 2014, Jeffrey R. Jurgens, a partner at the law firm of Sorling Northrup, has served as the City's Interim Corporation Counsel. The proposed contract will extend this relationship and formally appoint Mr. Jurgens, through Sorling Northrup, as the City's Corporation Counsel. Along with Mr. Jurgens, the City will also be working closely with another attorney from Sorling Northrup, Angela Fyans Jimenez, who has close to ten (10) years experience as a senior staff attorney for the City of Springfield. Sorling Northrup has approximately thirty (30) other attorneys who will also be available to the City, as needed. Through the contract, the City has negotiated discounted rates with Mr. Jurgens and the other attorneys at Sorling Northrup. Both Mr. Jurgens and Mrs. Fyans-Jimenez, will bill at \$175 and their travel time will be discounted. Other partners of the firm will bill at \$200 per hour and associates at \$175 per hour. Through this contract, Mr. Jurgens will be the primary attorney to attend City Council meetings and will oversee the staff within the City's legal department, including the two in-house staff attorneys. Mr. Jurgens is planning a major restructuring of how legal services are provided to the City, with a goal of providing valued advice and services both quickly and efficiently. The contract does not prevent the City from utilizing other attorneys as it deems fit and may be terminated by the City without cause.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Legal Services Agreement

Motion: That the Text Amendment be approved, the Ordinance passed, the Agreement approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE 2014 - ____

**AN ORDINANCE AMENDING CHAPTER 2. ADMINISTRATION
OF THE CITY CODE REGARDING THE CITY'S LEGAL DEPARTMENT**

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

SECTION 1. That Chapter 2, Article III, Sections 48, 49, 50 and 52 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):

Section 48: Legal Department - Composition; Qualifications.

- (a) Functions. Except as authorized by the City Council from time to time, all of the legal activities of the City are assigned to the Legal Department of said City. The Legal Department shall conduct all such legal affairs of the City. (Ordinance No. 1981-69)
- (b) Composition. The Legal Department shall consist of a Corporation Counsel and such assistants as may be authorized by budget. The Corporation Counsel shall be the responsible head of the Legal Department with full authority to direct the activities of the Department. (Ordinance No. 1981-69)
- (c) Appointment by Manager. The Corporation Counsel shall be appointed by the City Manager.
- (d) In lieu of the Corporation Counsel being an employee of the City, upon the recommendation of the City Manager, the City may contract with an outside attorney and/or firm to perform the functions of the Corporation Counsel and to supplement the legal functions and services to the City.

Section 49: Qualifications of Attorneys; Time to be Devoted to Duties.

The Corporation Counsel and any ~~Assistants duly appointed~~ in-house staff attorneys shall be or become practicing members of the Bar of McLean County, be of good standing therein, and be otherwise qualified by law to serve as legal officers of the City. They shall devote their time and energies as either full-time or contractual employees to the discharge of their official duties to the extent that such duties require.

Section 50: Private Practice.

In-house staff attorneys ~~Members~~ of the Legal Department shall not engage in the practice of law for clients other than the City without permission of the City Manager. In determining whether to authorize such practice the City Manager shall determine whether the practice would interfere with such member's duties to the City and the appearance of any impropriety in such practice.

Section 52: Compensation.

- (a) The members of the Legal Department shall receive such salary as is provided by ordinance or fees as provided by contract.
- (b) Additional Compensation. The officers of the Legal Department shall not receive any additional compensation in addition to their salaries, or fees, as may by ordinance be set forth.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. 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 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED this 9th day of June, 2014.

APPROVED this ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

AGREEMENT FOR PROVISION OF LEGAL SERVICES

THIS AGREEMENT FOR PROVISION OF LEGAL SERVICES (this "Agreement") is made this ___ day of June 2014 ("Effective Date") by and between JEFFREY R. JURGENS, in his capacity as a shareholder at Sorling Northrup ("Jurgens"), SORLING, NORTHRUP, HANNA, CULLEN & COCHRAN, LTD., an Illinois corporation ("Sorling Northrup"), and THE CITY OF BLOOMINGTON (the "City") (Jurgens, Sorling, and the City may be referred to collectively as the "Parties.")

RECITALS

WHEREAS, the City seeks to use the services of Sorling Northrup, and specifically Jurgens as the City's Corporation Counsel; and

WHEREAS Jurgens is a shareholder in the law firm Sorling Northrup and previously served as the Interim General Counsel for the City; and

WHEREAS, Sorling Northrup is a law firm that has been in existence for over 50 years with offices in Springfield, Peoria, and Chicago, with over 30 attorneys; and

WHEREAS, Sorling Northrup does not represent developers within the City of Bloomington and has no apparent conflicts with the work to be performed for the City; and

WHEREAS the City may, from time-to-time, assign legal matters to other outside counsel.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Corporation Counsel. The City hereby agrees to engage the services of Sorling Northrup, and specifically Jurgens, as the City's Corporation Counsel and Sorling Northrup and Jurgens hereby agree to provide legal services in that capacity. Angela Fyans Jimenez, another attorney at Sorling Northrup, will be a primary attorney assigned to perform work for the City and may be known as the Deputy Corporation Counsel. It is further understood that other attorneys at Sorling Northrup may be assigned projects by Jurgens for specialized projects or when the workload demands. As Corporation Counsel, Sorling Northrup and Jurgens shall be responsible, with assistance from existing staff within the Legal Department and under the direction of the City Manager, for handling the City's legal needs, including but not limited to the day-to-day legal work, providing legal advice to the various departments of the City, the City Manager, the Mayor, the City Council, and handling other legal matters including overseeing the prosecution of City Code violations, advising on employment and labor matters,

handling and overseeing litigation involving the City, advising and working on zoning and development matters, overseeing and working with existing legal staff within the Legal Department, assisting with the drafting of policies and protocols, and other projects as assigned. Nothing herein, however, shall prevent the City from using other attorneys to handle matters as desired outside of Sorling Northrup for any matter or project. Sorling Northrup shall provide at least one attorney on-site every day of the week who shall work from the City's offices, unless in isolated cases as otherwise arranged with the City Manager. Jurgens shall be on-site two to three days a week and Fyans will be on-site two to three days a week, unless in isolated cases as otherwise arranged with the City Manager. Beyond the on-site representation, the attorneys of Sorling Northrup shall be available to the City on a 24-hour basis and shall work on the City's projects offsite as needed.

Section 1.02. Meetings. Sorling Northrup attorneys shall be responsible for attending City Council meetings and other City meetings where the City Manager requests an attorney be present. Other attorneys within the Legal Department may be assigned to attend various board and commission meetings. In addition, Sorling Northrup shall assign, in consultation with the City Manager, an attorney to work directly with the various departments and said attorneys, and/or staff attorneys, shall meet on a weekly basis with such department directors and/or staff unless otherwise arranged. Attorneys from Sorling Northrup shall also meet periodically, and when requested, with the City Manager to discuss various legal projects and City matters.

Section 1.03. Use Of Outside Counsel. When outside counsel is used, an attorney from Sorling Northrup shall not be involved, unless requested by the City Manager to supervise and coordinate such matters. The City acknowledges that there may be certain matters in which Sorling Northrup recommends the use of attorneys beyond those at Sorling Northrup (e.g., TIF work) and shall communicate any such matters as they arise to the City Manager.

SECTION 2 FEES

Section 2.01. Fees For Sorling Northrup. Sorling Northrup shall provide the City with discounted fees from its standard rates of \$270 per hour. To that end, the City hereby agrees to pay Sorling Northrup \$200 per hour for any work performed by shareholders of the firm (except Jurgens), \$175 per hour for any work performed by non-shareholders of the firm and Jurgens, and \$125 per hour for any work performed by paralegals. Fyans shall also work at \$175 per hour. Jurgens and the City Manager shall review the fees at least on a quarterly basis to ensure Sorling Northrup is within the projected City's budget for legal expenses. The City Manager shall have the discretion to review the hourly rates and increase same on an annual basis if such increases do not exceed \$10.00 per hour.

Section 2.02. Costs. Any related costs of the representation (i.e., postage, computer legal research), except mileage, shall be billed by Sorling Northrup to the City. Any required travel time shall be billed at half of the billing rate and mileage shall not be charged to the City, except that Jurgens shall not charge for travel time or for mileage. The City may request documentation to support any related costs which are invoiced by Sorling Northrup, and may deny payment of costs if the documentation is not provided within thirty days. The City may continue to provide supplies at City Hall for use by the Sorling Northrup attorneys, including copy paper, pens, legal

pads, etc. Computers and a printer/photo copy machine shall also be provided for use by the Sorling Northrup attorneys at City Hall, as well as office space.

Section 2.03. Independent Contractors. Jurgens and Sorling Northrup shall function under this Agreement as independent contractors and not as employees of the City.

Section 2.04. Payment and Billing Methods. The Parties agree to adhere to the Payment and Billing Methods as provided in the Engagement Letter between Sorling Northrup and the City, which is attached as Appendix A. If there are any conflicts between the Engagement Letter and this Agreement, the provisions of this Agreement shall control.

SECTION 3 DURATION AND TERMINATION OF AGREEMENT

Section 3.01. Effective and Termination Dates. This Agreement shall become effective on the date it is signed by all Parties. This Agreement shall govern the Parties' relationship until it is terminated. Any party may terminate this Agreement at any time or for any reason by providing written notice of termination to each of the other Parties. Sorling Northrup shall provide at least 10 days advance written notice if it desires to terminate the agreement. No advance notice shall be required by the City if it desires to terminate this Agreement or to utilize another attorney outside of Sorling Northrup for a project.

Section 3.02. Transition Following Termination. If this Agreement is terminated under the provisions of Section 3.01, Jurgens and Sorling Northrup agree to fully cooperate in the transition of all pending legal matters to the attorneys and/or law firms designated by the City. Jurgens and Sorling Northrup will be paid at the rates specified in Section 2 of this Agreement for all time reasonably spent transitioning the City's legal matters.

SECTION 4 PROFESSIONAL LIABILITY INSURANCE

Section 4.01. Professional Liability Insurance. Sorling Northrup agrees to maintain a professional liability insurance policy which shall cover all work performed by Jurgens and any other Sorling Northrup partner, associate, or employee who performs work on behalf of the City of Bloomington. The coverage limit for such professional liability insurance shall not be less than \$3,000,000.

SECTION 5 ADDITIONAL PROVISIONS

Section 5.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Except as provided in Section 1 of this Agreement, neither Party may assign its rights or delegate

its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 5.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 5.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Sorling Northrup and Jurgens' duties as Corporation Counsel for the City and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all previous written agreements, proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 5.05. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the Parties hereto.

Section 5.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 5.07. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as email or facsimile machine provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to Jurgens or
Sorling Northrup:

Jeffrey R. Jurgens
Sorling Northrup
1 North Old State Capitol Plaza
Suite 200
Springfield, IL 62705
jrjurgens@sorlinglaw.com
Facsimile: (217) 522-3173

If to the City:

David A. Hales
City of Bloomington
109 East Olive Street
Bloomington, IL 61701
dhales@cityblm.org
Facsimile: (309) 434-2802

Section 5.08. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.09. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 5.10. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 5.11. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 5.12. Documents. All reports, documents, data, and other material constituting the work product of Jurgens or the attorneys of Sorling Northrup shall become the property of the City and title thereto shall be in the City following payment in full of any sums due. Jurgens and Sorling Northrup shall, however, have the right to maintain for their own files and use copies of such reports, documents, data, and other materials constituting their work product.

Section 5.13. Conflicts. Jurgens and Sorling Northrup agree that they will not engage in any services for any person, firm, corporation, public corporation or otherwise whereby there would result in a conflict of interest with the services required to be performed by this Agreement, except in such instances where full disclosure of said conflict of interest has been made to the City Manager and the City has executed a written waiver of such conflict of interest.

Section 5.14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SORLING NORTHRUP,

By _____
Name: _____
Title: _____

Date: _____

JEFFREY R. JURGENS, IN HIS CAPACITY
AS A SHAREHOLDER AT SORLING
NORTHRUP

By _____
Name: *Jeffrey R. Jurgens, Shareholder*

Date: _____

CITY OF BLOOMINGTON

By _____
Name: *David A. Hales*
Title: *City Manager*

Date: _____



FOR COUNCIL: June 9, 2014

SUBJECT: Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment

RECOMMENDATION/MOTION: That the formal bid process be waived, the Agreement with Motorola Solutions, a State sanctioned Sole Source Provider, for the Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment be approved, in the amount of \$842,607, the Mayor and City Clerk be authorized to execute the necessary documents, 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 services. This agreement allows for the necessary upgrades for the Communications Center dispatch consoles to continue providing efficient emergency communications services for the Police and Fire Departments. Objective 1e. Partnering with others for the most cost-effective service delivery. This agreement provides the needed equipment for the Fire Department to communicate more effectively with the Town of Normal Fire Department and others.

BACKGROUND: This agreement covers two (2) projects. First, the upgrade of the radio console system used in the Communications Center. The current radio console system used in the Communications Center is the Motorola Gold Elite console system. It was purchased in 2005 and installed in 2006. The Gold Elite console system was first introduced by Motorola in 1995. Motorola stopped production of the Gold Elite in December of 2011. Currently, there is no software support or development on the Gold Elite platform and all support will end in December of 2018.

In February of 2016, the Starcom radio network will be updated to the ASTRO 25 7.16 system release. Since it is no longer in production, the Gold Elite console system will not be a supported platform for the 7.16 release. Starcom subscribers, such as the City, who wish to maintain full functionality, must upgrade their console systems to a supported platform. This agreement is to upgrade the console system in the Communications Center to a supported platform. The platform that was selected was the Motorola MCC7500 console system. The MCC7500 console is the platform on which all new feature development will be done for the foreseeable future. No cancellation or end of life date has been identified for the MCC7500. The MCC7500 platform will ensure that the City will retain the mission critical radio communications provided by the Starcom system.

Second, this agreement allows for the purchase of equipment necessary for the Fire Department to transition to the Starcom radio network for their day to day operations. This transition will

significantly increase their interoperability with the Normal Fire Department. This is important as both agencies look to improve response times and service levels in the metro area. The Fire Department's use of Starcom will also allow them to achieve greater interoperability for interstate and intrastate deployments as part of their membership in the Mutual Aid Box Alarm System (MABAS).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Police and Fire Departments.

FINANCIAL IMPACT: These purchases are budgeted as part of the FY 2015 Capital Lease - Capital Outlay Office & Computer Equipment (40110131 - 72120). Staff had originally budgeted \$860,580 for both projects. By combining the projects, the cost will come in under budget by \$17,973. The City will also realize some maintenance costs savings in the Communication Center. The annual maintenance cost for the Gold Elite due June 30, 2014 is \$25,000. However, the City will not pay the entire balance since that equipment will be removed and replaced partially through the year. The City should pay less than half of the FY 2015 budgeted amount. The new console equipment being installed will come with a two (2) year maintenance plan, saving approximately \$50,000 in maintenance costs over the next two (2) fiscal years. In total, the City may realize approximately \$60,000 to \$65,000 in savings in maintenance costs. Stakeholders can find this in the FY 2015 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 89 & 96.

Respectfully submitted for Council consideration.

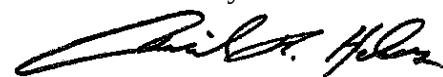
Prepared by: Darren Wolf, Communications Center Manager

Reviewed by: Brendan Heffner, Chief of Police
Mike Kimmerling, Fire Chief

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Sole Source Letter
Attachment 2. Agreement

Motion: That the Agreement with Motorola Solutions, a State sanctioned Sole Source Provider, for the Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment be approved, in the amount of \$842,607, the Mayor and City Clerk be authorized to execute the necessary documents, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF COMMUNICATION CENTER CONSOLE
UPGRADE AND FIRE DEPARTMENT STARCOM SUBSCRIBER EQUIPMENT
FROM MOTOROLA SOLUTIONS, A SOLE SOURCE PROVIDER, AT A PURCHASE
PRICE OF \$842,607**

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment at a Purchase Price of \$842,607.

ADOPTED this 9th day of June, 2014.

APPROVED this ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
224 S. Michigan Avenue
Chicago, IL 60604

Telephone: 1847-576-5000
Fax: 1312 614 4295

May 28, 2014

Darren Wolf
Bloomington Police Department
305 S. East Street
Bloomington, IL 61701

Subject: Sole Source

Dear Darren:

Motorola Solutions, Inc. (Motorola) operates and owns a significant percentage of the Network Infrastructure that comprises the STARCOM21 Network. The STARCOM21 Network provides interoperable communications for Public Safety and Public Service Agencies in Illinois.

Contract **CMS3618850**, with the State of Illinois, allows for local government agencies to joint purchase network equipment and infrastructure. The original STARCOM contract was competitively bid and awarded to Motorola Solutions. CMS3618850 was awarded to MSI in 2012 for a second 10 year period after a State sanctioned Sole Source procurement. This contract allows users to upgrade and add equipment to the STARCOM21 network at contract established pricing.

Under the terms of the contract, MSI is obligated to meet specific service level agreements for coverage, Grade of Service and Availability. To ensure compliance to these agreements, MSI is allowed to restrict infrastructure components. By policy only MSI manufactured or approved equipment, including consoles, is allowed on the network.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Steve Andrejek'.

Steve Andrejek
Area Sales Manager
North American Government Markets

Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Bloomington Police Department ("Bloomington PD") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated May 2014
C-2	"Pricing" and "Equipment List" dated May 2014
C-3	"Statement of Work" dated May 2014
C-4	"Acceptance Test Plan" or "ATP" to be mutually agreed
C-5	"Project Timeline" to be mutually agreed
Exhibit D	Service / Warranty dated May 2014
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party or as otherwise required by law.
- 2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).



- 2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.10. "Non-Motorola Software" means Software that another party owns.
- 2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or



Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period and for one year thereafter, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order after approval by the Customer.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.



Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$842,607.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate, commencing forty-five (45) days after the date of the invoice. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: _____

The city which is the ultimate destination where the Equipment will be delivered to Customer is: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known): _____

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any



apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional reasonable costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional reasonable costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System until System Acceptance.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of



frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a



Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant Customer a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a



reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury, death or direct damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the reasonable notice of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by law or a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.



Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Law Department
1303 East Algonquin Road
Schaumburg, IL 60196
fax: 847-576-0721

Customer
Attn: _____

fax: _____



16.9. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

16.12. **INSURANCE.** Motorola shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and upon execution of the Agreement shall provide a certificate evidencing such coverage promptly following Customer's request therefore.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory \$1,000,000 Employers Liability Limit
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Business Automobile Liability Insurance	\$1,000,000 Combined Single Limit

The Commercial General Liability Insurance shall include Customer as an additional insured.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Bloomington Police Department ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software



Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.



Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.



Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.



13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Exhibit B

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price due upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

“Technical and Implementation Documents” incorporated into and made a part of this Agreement can be found in this proposal dated May 2014, to Bloomington Police Department for Motorola MCC 7500 Console Upgrade.

- C-1 “System Description”—Section 1
- C-2 “Equipment List”—Section 5
- C-3 “Statement of Work”—Section 2
- C-4 “Acceptance Test Plan” or “ATP”—Section 3
- C-5 “Project Timeline” dated (as applicable)



Exhibit D

SERVICE/WARRANTY

Service/Warranty Documents incorporated into and made a part of this Agreement can be found in this proposal dated May 2014, to Bloomington Police Department for Motorola MCC 7500 Console Upgrade.

“Service/Warranty”–Section 4



Exhibit E

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





FOR COUNCIL: June 9, 2014

SUBJECT: Request to Approve Purchase of Technical Service Agreement from National Development Council (NDC) for the Administration Department's Economic Development Office

RECOMMENDATION/MOTION: That the twelve (12) month agreement with the NDC, a sole source provider, for Community and Economic Development Advisement be approved, in the amount of \$5,000 per month, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; Objective 3d. Expanded retail businesses; and Objective 3e. Strong working relationships among the City, businesses, economic development organizations.

In this instance the technical services agreement with NDC will provide our local real estate developers, business and property owners with access to professional guidance and financial support while providing a neutral, unbiased assessment to the City as to the appropriate level of assistance required and the likelihood of each projects success or failure.

BACKGROUND: The NDC is the oldest national non-profit community and economic development organizations in the US. It was founded in 1969 with one (1) purpose: increasing the flow of capital for investment, jobs and community development to underserved urban and rural areas across the country. Since that time, NDC has worked with thousands of communities in every one of the fifty (50) states and Puerto Rico, providing technical assistance, professional training, investment in affordable housing, small business financing and direct developer services. Their work has taken many forms, but they have kept pace with the needs of their constituents, adding new programs and services and updating old ones.

Recently, NDC has:

- Loaned more than \$80 million to small businesses for projects with total investments of \$130 million
- Invested nearly \$320 million in equity for affordable housing or historic preservation projects (leveraging an additional \$280 million)
- Financed and developed nearly \$1.1 billion in public facilities
- Financed New Markets Tax Credit projects totaling \$360 million
- Each year trained more than 3,000 economic housing development practitioners
- Generated hundreds of millions in Technical Assistance

Technical Assistance client communities have generated hundreds of millions of dollars of additional private and public investment for their community and economic development projects and programs.

NDC's staff of former bankers, developers, entrepreneurs, community and economic development officials and government agency lenders understands the needs and concerns of both the private and public sectors, so they help their client communities bridge the differences.

- Like private investment bankers, they match the best sources of capital with project needs. But they do it for Main Street, not Wall Street.
- Like private developers, they organize all that is needed to build high quality projects efficiently and at the lowest possible cost, and then they build them. But they do it for public and community benefit.
- Like private lenders, they provide SBA-backed credit for small businesses. But they lend for community development purposes.

Over the last year, the NDC has positively contributed to the efforts of the Economic Development Office. This includes playing a vital role in the following areas:

- a. Creation of an incentive application packet
 - i. Financial review of incentive applications, including 115 E. Monroe, 407-409 W. Washington, and others
- b. Execution of a Downtown Bloomington incentive workshop
- c. Application to Federal Home Loan Bank of Chicago for revolving loan fund program
- d. Creation of hotel feasibility study RFP
- e. Creation of annual report
 - a. Execution of business course with Chamber of Commerce
 - b. Execution of Community Development Block Grant for Economic Development course
 - c. On-site visits each month with City staff, community partners, developers, and business owners

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Since working with NDC, numerous community groups, real estate developers, property and business owners have benefited from the organization's professional advice and direction as it relates to their respective projects. These individuals and entities believe that positive discussions have taken place and projects have advanced as a direct result of the partnership and they are supportive of the City's continued use of NDC services moving forward.

FINANCIAL IMPACT: The FY 2015 Budget appropriated \$60,000 for the purchase of NDC consulting services for the Economic Development Office in line item 10019170 - 70220. Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Budget Overview and General Fund" on page 319. *It is important to note that the NDC is a sole source service provider. As such, no competing bids can be obtained and cannot go through the competitive bidding process.*

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Contract
Attachment 3. Sole Source Letter

Motion: That the twelve (12) month agreement with the NDC, a sole source provider, for Community and Economic Development Advisement be approved, in the amount of \$5,000 per month, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF COMMUNITY AND ECONOMIC
DEVELOPMENT ADVISEMENT FROM THE NATIONAL DEVELOPMENT
COUNCIL, A SOLE SOURCE PROVIDER, AT A PURCHASE PRICE
OF \$5,000 PER MONTH FOR TWELVE (12) MONTHS**

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase a twelve (12) month agreement with the National Development Council, a sole source provider, for Community and Economic Development Advisement, at a Purchase Price of \$5,000 per month.

ADOPTED this 9th day of June, 2014.

APPROVED this ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**AGREEMENT BY AND BETWEEN
THE CITY OF BLOOMINGTON
AND
NATIONAL DEVELOPMENT COUNCIL
REGARDING
COMMUNITY AND ECONOMIC DEVELOPMENT ADVISEMENT**

This Agreement is made and entered into this ____ day of _____ 2014, by and between the **City of Bloomington** a public benefit corporation whose address is c/o David A. Hales, 109 East Olive Street, Bloomington, IL 61701 (the "Client") and **NATIONAL DEVELOPMENT COUNCIL** ("NDC" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 708 Third Avenue, Suite 710, New York, New York 10017,

WITNESSETH THAT:

WHEREAS, the Client desires to receive professional services from NDC to develop and assist in the implementation of the Client's community and economic development programs;

WHEREAS, NDC is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the Client utilizing its expertise in economic and community development activities and housing.

NOW THEREFORE, in consideration of the above-mentioned premises and of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The Client acknowledges that NDC regularly performs services for various governmental agencies and public benefit corporations located across the United States. The purpose of this Agreement is to set forth the terms upon which NDC will provide the Client with assistance it has requested, which is generally described as Exhibit A attached hereto. NDC agrees to perform such services as are requested by the Client and to provide such services, as it deems necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the services to be offered to the Client by NDC. In performing the requested services, NDC shall consult with officers and employees of the Client and shall meet, as appropriate, with such representatives or other entities when necessary, including, without limitation, State and Federal officials and other local organizations.

II. DURATION, TERMINATION

NDC agrees to commence work for the Client effective May 1, 2014 and shall continue providing technical assistance thru April 30, 2015. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 30 days after receipt of such notice.

III. COMPENSATION

The Client shall compensate NDC for performance of services received hereunder in the total amount of Twenty Thousand and no/100 Dollars (\$60,000.00), payable in monthly installments of Five Thousand and no/100 Dollars (\$5,000.00). The base fee amount includes all of NDC's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, NDC is responsible for all taxes and other benefits of the employees of NDC and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Client and the NDC. Payment by the Client for services rendered under this Agreement evidences the Client's acceptance of such services in accordance with the terms of this Agreement.

IV. MISCELLANEOUS PROVISIONS

- 4.1 Confidentiality of Reports.** NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance hereunder and Client designates in writing as confidential. Such information shall not be made available to any person, firm, corporation or entity without first obtaining the prior written consent of Client [unless otherwise mandated by applicable law.](#)
- 4.2 Equal Opportunity.** NDC shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the Client, and that party may be declared ineligible for further Client contracts.
- 4.3 Conflicts of Interest.** The applicable laws regarding conflicts of interest, and the prohibitions on same, shall apply to this Agreement. No board member, officer or employee of Client or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.
- 4.4 Notices.** All notices shall be sent by certified mail, hand-delivery or over night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.
- 4.5 Responsibility for Claims-Mutual Indemnification.** Client agrees to indemnify and save harmless NDC, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death or personal property or otherwise, caused by or resulting from the activities in furtherance of the work described herein. NDC

agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of NDC's bad faith, willful misconduct or gross negligence. NDC agrees to indemnify and save harmless Client, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death or personal property or otherwise, caused by or resulting from the activities in furtherance of the work described herein. Client agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of Client's bad faith, willful misconduct or gross negligence.

- 4.6 Release of News Information.** No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Client.
- 4.7 Compliance with Laws.** NDC agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Illinois.
- 4.8 Assignment.** Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.
- 4.9 Severability.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.
- 4.10 Acknowledgement.** The Client expressly acknowledges that all opinions and advice (written or oral) given by NDC to the Client in connection with NDC's engagement are intended solely for the benefit and use of the Client considering the financing and the Client agrees that no such opinion or advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time without the prior consent of NDC.
- 4.11 Disclaimer.** The Client is a sophisticated business enterprise and has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.
- 4.12 Entire Agreement.** This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral in writing, regarding the matters contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Name of Client:

NATIONAL DEVELOPMENT COUNCIL:

By: _____
David A. Hales, City Manager
309-434-2210

By: _____
Robert W. Davenport, President

NDC TECHNICAL ASSISTANCE AGREEMENT
SCOPE OF SERVICES
EXHIBIT A

The Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The Client and NDC, by mutual agreement, may revise this Scope of Services from time to time. The assistance within this Scope of Services includes:

- A. At the Client's request, NDC will review and evaluate potential development and redevelopment projects at the client's request including, but not limited to:
 - i. Evaluating developers experience and capacity.
 - ii. Financial review of the sources and uses, operating proformas, and financial statements.
 - iii. Structuring of deals with available public sector economic development programs.
 - iv. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments.
 - v. Advising on tax credit equity sources, requirements and structuring
 - vi. Identifying other funding sources for the range of commercial, industrial, and residential real estate and business credit deals.
 - vii. Assisting with development issues during pre-development and development.
 - viii. Advising on program regulations issues.
- B. Assist in the development of a standard underwriting package for developers requesting assistance from the City of Bloomington.
- C. Assist the Client in the design, implementation, and monitoring of the financing elements of an economic development plan and small business development of the Client.
- D. NDC will provide technical support or financial analysis to the Client with respect to its economic and housing development program proposals.
- E. NDC will provide technical assistance and advocacy in the Client's efforts to seek funding or leverage existing resources through governmental programs including, but not limited to:

Federal Resources

- 1. Community Development Block Grant (CDBG) program
- 2. HOME Investment Partnership program
- 3. HUD Section 108 loans, including Brownfields Economic Development Initiative (BEDI) grants
- 4. U.S. Department of Commerce Economic Development Administration (EDA)
- 5. U.S. Environmental Protection Agency (EPA) Brownfields Program, including Targeted Assessments, Supplemental Pilot Program, and Brownfields Revolving Loan Fund
- 6. U.S. Small Business Administration 7(a), 504, and Microenterprise programs

7. New Markets Tax Credit Program
8. Federal Home Loan Bank Community Investment Program
9. Rehabilitation Tax Credits (Historic Tax Credits)
10. Low Income Housing Tax Credit (LIHTC)

June 11, 2013

Ms. Justine Robinson
Economic Development Director
City of Bloomington IL
109 E Olive Street Rm 105
Bloomington IL 61701

RE: Documentation of Noncompetitive Proposals – Sole Source Procurement

Dear Ms. Robinson:

Enclosed please find the National Development Council's (NDC) response to the above-referenced sole source procurement.

With over four decades of economic development and small business lending experience in hundreds of communities, NDC is uniquely suited to the task of providing economic and community development technical assistance to the City of Bloomington. NDC works closely with clients on applying appropriate and sound community development principles to meet their goals and needs. Additionally, NDC works with clients to evaluate project proposals, determine optimal ownership structures, secure financing and investment, and manage the development process to completion.

We appreciate the opportunity to provide services to the City and look forward to working with you and your colleagues on future projects in Bloomington.

Sincerely,



Elizabeth Au, Director

Enclosure



DOCUMENTATION OF NONCOMPETITIVE PROPOSALS SOLE SOURCE PROCUREMENT

City of Bloomington Illinois and THE NATIONAL DEVELOPMENT COUNCIL

The City of Bloomington Illinois (The City) is considering entering into an agreement with the National Development Council (NDC) to continue its technical assistance services and programs related to community and economic development projects. The City will use noncompetitive proposal procurement through solicitation of a sole source proposal [as allowed by federal O.M.B. Regulations Part 85.36 (d) (4)].

The City has evaluated the various types of services provided by NDC and believes that no one organization, either public or private, offers the same diverse repertoire of development services and tools. It would be infeasible to procure said services utilizing small purchase procedures, sealed bids or competitive proposal as such services are available only from a single source. This determination is based on the following key points that demonstrate NDC's uniqueness.

- 1) The professionals at NDC exercise a multi-disciplined approach to economic and community development projects through their expertise in real estate, industrial financing, bonding, syndications, federal and state funding mechanisms and private sector placement. NDC locates commercial and/or industrial developers at the request of their clients and financial entities for the development of targeted sites. This function is similar to that of a real estate professional who would customarily charge a commission of three to six percent of the total project cost.
- 2) The focus of NDC's services is assisting public sector clients in matching economic development financing needs with the best and most feasible capital resources. NDC obtains private funding for projects by arranging meetings with private financial institutions similar to the functions performed by an investment banker or a mortgage broker who usually receives a fee ranging from two to three percent of the total project costs.

The professional staff of NDC is uniquely qualified to perform this function since it hires personnel with backgrounds from both private financial institutions and governmental lending agencies.

In this capacity, NDC becomes a partner with the community recommending financing mechanisms, locating the best sources for these financing methods, securing commitments from these sources and closing the deal. These services are available at no charge above the annual consulting contract fee.

- 3) NDC's purpose is linking public and private sectors to create economic and housing development projects. In its catalyst role, NDC's primary objectives are job creation, business development and construction and/or rehabilitation of housing units. These are common objectives of the City and the federal and state programs with which it partners.



- 4) This NDC approach is unique in the consulting field. Established in 1969, NDC was the first company created in the United States to specialize in economic development assistance. NDC professionals have assisted in numerous projects for their clients on a national basis over the last forty years. NDC works with over 80 municipalities around the country.
- 5) Since NDC makes its purpose a nation-wide full-time job, the professionals gain collective knowledge, expertise and current information relative to constantly changing regulations and trends in the economic and housing development field. This would be difficult if not impossible for any one local or state development official or consulting firm to duplicate.
- 6) NDC offers grantsmanship and programmatic administration services to its clients. It negotiates with federal and state agencies and prepares applications to assist clients in obtaining state and federal grants and loans for their development projects. NDC works particularly close with the U.S. Department of Housing and Urban Development (HUD) and has extensive working knowledge of its Community Development Block Grant (CDBG), Section 108 Loan Guarantee, and HOME programs. NDC has also worked extensively with the programs of the U.S. Economic Development Administration (EDA), Small Business Administration (SBA), Environmental Protection Agency (EPA) and Federal Home Loan Bank (FHLB). NDC has a working relationship with the people and programs of the State of Illinois, particularly Illinois Housing Development Authority (IHDA). Drawing on the work with the private sector, Congress, state and federal agencies, NDC professionals are able to introduce new tools for structuring a deal, creating a development program or developing and implementing new economic incentive programs. In performing these services, NDC has assisted on developing projects which have created in excess of 600,000 new permanent jobs nationwide.
- 7) The relationship between NDC and its clients is a unique partnership because the field professionals are easily accessible. Development opportunities often arise quickly and, if not acted upon expeditiously, can be missed. Due to the time-sensitive nature of real estate transactions, financing packages and federal and state funding cycles, NDC must be available to the City continuously throughout the year. It would be infeasible, costly and inefficient to try and procure technical assistance of this highly responsive nature.

The relationship is always at the best interest of the community since NDC is a not-for-profit corporation that only works for its client communities. This mitigates potential conflict of interest involving NDC and third parties. NDC receives no direct benefit beyond its annual consulting fees from negotiating a development deal, regardless of the size or nature of the project. Since the contract with NDC is performance-related, the City can unilaterally terminate the contract, with a 48-hour notice, if it is not satisfied with the services being provided.

- 8) NDC also offers a variety of other unique services that complement and enhance its investment banking services:
 - A) NDC offers intensive training programs in financial packaging and has created professional certification educational programs in Economic and Housing Development Finance. The rigorous training curriculum is recognized as the best practical training for economic and housing



development officials in the country. The certification programs are endorsed by all of the federal economic development agencies and leading trade associations. By coupling classroom training with on-the-job-training, NDC provides the community with the opportunities to improve its local economic and housing development staff's capabilities. With an approved contract, City of Bloomington's economic development officials and any City staff will be able to complete NDC training at no additional charge from the annual contract fee.

- B) NDC offers counseling services to its communities, assisting them to organize and expand its economic and housing development activities by making recommendations as to the feasibility of potential projects and the best financing techniques to carry out any development project. NDC counsels its clients on the preparation of downtown and neighborhood business district plans, property tax matters, project planning and deal structuring. Upon the City's request, they may also counsel business entities in achieving financial growth and expansion.
- C) The NDC contract provides the City with accessibility to the services of the NDC HOUSING AND ECONOMIC DEVELOPMENT CORPORATION (HEDC) a 501-C-3 not-for-profit subsidiary which provides technical assistance for the development of public facilities and affordable/workforce housing. HEDC will assist clients in assembling development sites, overseeing project design and construction, lease-ups and management. HEDC also provides easy access to 501-C-3 tax-exempt bonds as a major financing vehicle to undertake such projects.
- D) NDC created GROW AMERICA FUND (GAF) in 1992 and became the only not-for-profit organization nationwide to own a Small Business Administration (SBA) license. Working in partnership with community development corporations and local banks, GAF makes small business loans through the SBA 7(a) Loan Guaranty Program. GAF functions as a community-based lender providing financing that is especially useful for small businesses ready to expand but facing difficulty qualifying for conventional banks loans.

The Grow America Fund has been certified by the U.S. Treasury Department as a COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION (CDFI), signifying that GAF's \$80 million portfolio meets the criteria of a community development bank. GAF is one of only a few financing institutions with national operations certified by the Treasury Department. Certification as a CDFI means the GAF meets requirements for approval of Community Development Block Grant (CDBG) funds, reducing paperwork, lightening the regulatory load and expediting the process for client committees relying on those funds for local development projects.

- E) NDC has created its own COMMUNITY DEVELOPMENT ENTITY (CDE), making it eligible to receive an allocation of NEW MARKETS TAX CREDITS, a new federal program designed to stimulate private capital for economic and community development. NDC has received over \$600 million in NMTC allocation and has distinguished itself as one of the most active CDEs in the country with this powerful federal commercial tax credit.



Item 8D.

MUNIS Update Presentation

(10 minutes)

To be provided via addendum



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

JUNE 9, 2014

ADDITION TO CONSENT AGENDA

- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*
- Item 7F. Request to Approve a Budget Amendment to Account 40100100 – 70050 in the Capital Improvement Fund and Prepare Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure. (Recommend that the Ordinance Amending the Budget Ordinance to add funds to Account 40100100 – 70050 in the Capital Improvement Fund be passed, the proposal from Walker Restoration Consultants for Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure be approved, in the amount of \$136,000, the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.) *City Council Memorandum and attachments.*
- Item 7U. Text Amendment to Chapter 29, Section 194B of the City Code Pertaining to the Seizure and Impoundment of Vehicles Used in Violation of Certain Criminal Offenses. (Recommend that the Ordinance be passed.) *City Council Memorandum and attachment.*
- Item 8D. MUNIS Update Presentation (10 minutes) *Attachments.*



FOR COUNCIL: June 9, 2014

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$6,620,653.22, (Payroll total \$2,040,851.15, and Accounts Payable total \$4,579,802.07).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

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



FOR COUNCIL: June 9, 2014

SUBJECT: Request to Approve a Budget Amendment to Account 40100100 – 70050 in the Capital Improvement Fund and Prepare Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Account 40100100 – 70050 in the Capital Improvement Fund be passed, the proposal from Walker Restoration Consultants for Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure be approved, in the amount of \$136,000, the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective d. Well-designed, well-maintained City facilities emphasizing productivity and customer service. Procurement of engineering services will address the structural deficiency issues identified in the Pepsi Ice Center Parking Structure and provide the necessary professional skills, expertise, and oversight to ensure successful completion of the project.

BACKGROUND: Walker Restorations (Walker) conducted a condition appraisal of the Pepsi Ice Center Parking Structure and identified approximately \$1.2 to \$1.6 million in known repairs that are associated with deficiencies in the initial design and construction. These known repairs generally consist of external post-tensioning strengthening of the double tee, Fiberglass Reinforced Polymer (FRP) repairs to the load-bearing spandrel panel and FRP repairs to the exterior columns on the north and south elevations.

This proposal is to perform the necessary predesign evaluation, design the appropriate known repairs, prepare necessary construction documents to allow bidding by qualified contractors, as well as providing site observation during the construction process.

Staff recommends waiving the bidding process and approving a professional engineering services contract with Walker due to their familiarity with the structural defects and deficiencies in the parking structure. This existing knowledge positions Walker to be the best suited to prepare the construction documents as well as oversee the construction administration. Walker is considered to be one of the premier engineering firms both in the state and the Midwest. Walker has experts in the field that is critical given the serious and complex nature of the deficiencies that have been identified. Walker is also actively involved in the mediation and arbitration process and will be able to capitalize on any new findings or developments that arise during this process and immediately give consideration as to whether or not the repair work may need to be modified.

It is imperative to this project that there is a robust construction administration component to ensure the repairs restore structural integrity to the parking structure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Holland & Knight LLP.

FINANCIAL IMPACT: Since the total costs of this project are sizeable, unknown, and subject to a potential reimbursement; it is recommended by Finance that General Fund balance be utilized in the short term for all related costs until the design and repair of the garage is complete. Once full project costs are known the City can execute a short term debt instrument to reimburse General Fund balance and finance the project until reimbursement can be achieved. The City's General Fund balance is limited and will be further impacted by upcoming year end budget transfers related to FY 2014 and therefore, this financing approach has been recommended.

Respectfully submitted for Council consideration.

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

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

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

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales", written in a cursive style.

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
 Attachment 2. Walker Professional Services Contract

Motion: That the Ordinance Amending the Budget Ordinance to add funds to Account 40100100 – 70050 in the Capital Improvement Fund be passed, the proposal from Walker Restoration Consultants for Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure be approved, in the amount of \$136,000, the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 –

**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

WHEREASE, 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, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 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 9th day of June, 2014.

APPROVED the ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit 1

Account #	Fund	Account Description	Amount
40100100 - 70050	Capital Improvement Fund	Increase line item to fund engineering services for the repair of the Pepsi Ice Center Parking Garage	\$200,000
Net Budget Increase:			\$200,000

**Agreement will be provided to
Council on Monday, June 9, 2014**



850 West Jackson Blvd Suite 310
Chicago, IL 60607

Voice: 312.633.4260
Fax: 312.633.4262
www.walkerrestoration.com

May 22, 2014
Revised June 6, 2014

Mr. David Hales
City Manager
City of Bloomington

c/o

Mr. Greg Meeder
Holland and Knight, LLP
131 South Dearborn, 30th Floor
Chicago, IL 60603

Re: *Proposal for Repair Documents and Construction Observation Services
Pepsi Ice Center Parking Structure
Bloomington, Illinois*

Dear Mr. Hales:

Walker Restoration Consultants is pleased to submit for your review this proposal for providing construction documents and construction observation services for repairs to the Pepsi Ice Center Parking Structure.

PROJECT UNDERSTANDING

The Pepsi Ice Center Parking Structure is located at the corner of Lee and Olive Streets, Bloomington, Illinois. Walker Restoration Consultants conducted a condition appraisal of this parking structure and identified approximately \$1.2 to \$1.6 Million in known repairs that are associated with deficiencies in the initial design and construction. These known repairs generally consist of external post-tensioning strengthening of the double tee, FRP repairs to the load-bearing spandrel panels and FRP repairs to the exterior columns on the north and south elevations.

To this point, the focus has been on evaluating the elements that are exhibiting distress for likely causes. Some additional evaluation will be required to confirm details necessary for the design of appropriate repairs. Also, as the evaluation that has been done to this point reveals a systemic design/construction error, evaluation of the lateral load system is also prudent. While the gravity load system has likely experienced a significant portion of its design load, the lateral load system is designed to resist earthquake and high wind loading, relatively rare events. Thus they may still have latent defects that have not revealed themselves. If our evaluation reveals repairs are necessary to the lateral load system, then the design of those repairs will be part of a separate proposal.

This proposal is to perform the necessary predesign evaluation, design the appropriate known repairs and prepare necessary construction documents to allow bidding by qualified contractors, as well as providing site observation during construction as per the included scope of services.

SCOPE OF SERVICES

This proposal includes four phases – predesign evaluation, the development of the construction documents for the known repairs, assistance during bidding and construction administration services. These phases are described below along with a list of the tasks that Walker will perform during these phases.

PHASE 1 – PREDESIGN SERVICES

1. Retain a testing company to evaluate the location of the reinforcing steel (including both mild steel and prestressing tendons) using Ground Penetrating Radar. The elements anticipated to be reviewed include:
 - a. Shear Wall: One shear wall over its full height as accessible.
 - b. Lite Wall: One lite wall section over its full height.
 - c. Interior column: One column as accessible
 - d. Uncracked double tee: Two uncracked double tees – one in the middle bay of the lower level, and one in the roof level.
2. Retain a contractor to expose critical details. These include
 - a. The post-tensioning tendons in the one of the cracked double tees and two of the uncracked double tees to directly confirm tendon size.
 - b. The connection between the shear walls and the foundations.
3. Review the calculations prepared by the original designer of record for the lateral loading system of the parking structure. Perform limited calculations if necessary to supplement the original calculations and compare to current code requirements.
4. Review the calculations prepared by the original designer of record and the shop drawings for the uncracked double tees. Perform limited calculations if necessary to supplement the original calculation and compare to current code requirements.
5. Review the calculations prepared by the original designer of record and the shop drawings for the interior columns. Perform limited calculations if necessary to supplement the original calculation and compare to current code requirements.

PHASE 2 – CONSTRUCTION DOCUMENTS FOR KNOWN REPAIRS

1. Develop appropriate calculations and repair details for the repairs outlined above.
2. Prepare repair documents, including drawings and specifications for the repairs.
 - a. The front end documents will require the Contractor to submit a detailed construction schedule and phasing plans.
3. Prepare Instructions to Bidders and a set of General Conditions that include site-specific instructions and special requirements with respect to minimizing dust and disruption.
4. Either prepare front end documents based upon standard AIA documents or prepare and submit the necessary information for the City of Bloomington to complete their front end documentation.
5. Submit the Construction Documents for your review and comment.
6. Meet with representatives of the City of Bloomington to receive your comments and discuss any questions you may have.
7. Incorporate your comments into the Construction Documents.

PHASE 3 – BIDDING SERVICES

1. Provide a list of four recommended general contractors who are capable of and experienced in performing this type of work. Provide a set of construction documents in pdf format to each of the four contractors for use in bidding.
2. Conduct a pre-bid conference on site for bidding general contractors to answer questions and review the limitations and extent of work required by the construction documents.
3. Answer technical questions during the bidding process and issue addendum, if needed.
4. Assist in the evaluation of bids, including the submitted contractor qualifications, and negotiations with contractors bidding on the repair work and make a recommendation for awarding the contract.



PHASE 4 – SERVICES DURING CONSTRUCTION (18 Site Visits/Meetings Total)

1. Assist the Contractor in obtaining necessary permits by sealing necessary plans by a licensed structural engineer in the State of Illinois, answering questions posed by the City and making minor changes to the drawings as necessary.
2. Conduct a pre-construction conference at the construction site to review the requirements of the project.
3. Review shop drawings and material submittals to be received from the general contractor as required by our Construction Documents.
4. Conduct up to sixteen site observations visits during the repairs at approximately bi-weekly intervals to review construction for general conformance with the design intent of the specifications and drawings. Provide field reports at the end of each site visit documenting the work observed and clarifications to the construction drawings.
5. Work with the Owner to procure the services of a Testing Agency to provide materials testing, typically paid for by the Owner. Walker will assist in defining requirements for the Testing Agency.
6. Review and comment on all testing reports supplied to us by the Testing Agency.
7. Coordinate and attend regularly scheduled progress meetings at approximately monthly intervals during construction to review project progress. It is anticipated that the progress meetings will be conducted in conjunction with site observation visits to minimize the total number of site visits.
8. Review and approve monthly pay requests. Review change order requests.
9. Make a final punch list visit towards the project completion.
10. Assist in resolution of field problems, when necessary.

SCHEDULE

The predesign services will require approximately two to three weeks to complete. Preparation of the appropriate construction documents for bidding will require approximately 6 to 8 weeks once we receive the notice to proceed. The construction project should be anticipated to require approximately six to eight months, weather permitting.



PROFESSIONAL FEE

We propose to provide the above services for the fees shown in the attached table in accordance with the attached Walker General Conditions of Agreement. We proposed to provide the Phase 1 and 2 services on a lump sum basis for the fees shown in the table. We propose to provide the Phase 3 services on an hourly basis, according to the attached hourly rates. The fees shown in the table for this phase are budget estimates. Reimbursable expenses shall mean the reasonable cost of the following: transportation and subsistence of principals and employees when travelling in conjunction with the work; toll telephone calls and facsimiles; postage and courier fees; reproduction of reports, drawings, specifications and similar project related items.

Phase	Professional Fees	Expenses
Phase 1 – Predesign Survey	\$ 22,000.00	\$ 1,000.00
GPR		\$ 3,000.00
Contractor		\$ 3,000.00
Phase 2 – Construction Documents (Lump Sum)	\$ 48,000.00	\$ 1,000.00
Phase 3 – Bidding Services (Lump Sum)	\$ 11,000.00	\$ 1,250.00
Phase 4 – Construction Administration (Hourly Budget Estimate)	\$ 55,000.00	\$ 10,000.00
TOTAL FEE PROPOSED	\$ 136,000.00	\$ 19,250.00

Trusting the foregoing meets with your approval, please sign and return one copy of this proposal to signify your acceptance and notice to proceed.

We appreciate this opportunity to present our services to the City of Bloomington and Holland and Knight, and hope we may hear favorably from you.

Regards,

WALKER RESTORATION CONSULTANTS

Kyle Stanish, Ph.D., S.E., P.E.
Project Manager

Daniel E. Moser, S.E., P.E.
Principal and Restoration Dept. Head

Enclosure: *General Conditions of Agreement for Restoration Consulting Services*
2014 Standard Billing Rates



WALKER
RESTORATION CONSULTANTS

Mr. David Hales
Proposal for Pepsi Ice Center P.S. Repairs
May 22, 2014
Revised June 6, 2014
Page 6 of 9

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

Holland and Knight as Agent for City of Bloomington

PEPSI ICE CENTER PARKING STRUCTURE CONSTRUCTION DOCUMENTS

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

SERVICES

Walker Restoration Consultants, as a Division of Walker Parking Consultants/Engineers, Inc. (WALKER) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed, plus reimbursable expenses. Reimbursable expenses will be billed at reasonable cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, the CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by WALKER are and remain the property of WALKER as instruments of service, however this shall not limit the CLIENT’S right to use the documents for municipal purposes, including but not limited to the CLIENT’S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and construction. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER’s specific written consent will be at CLIENT’s sole risk.

STANDARD OF CARE

WALKER will perform the services called for in the attached letter and this agreement in accordance with generally accepted standards of the profession. No other warranty, express or implied, is made. WALKER’s liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of WALKER shall be limited to \$1,000,000 per occurrence. WALKER shall maintain insurance in amounts no less than those set forth below in full force and upon execution of the Agreement shall provide a certificate evidencing such coverage promptly following CLIENT’S request therefore.

COVERAGES	LIMITS OF LIABILITY
Workmen’s Compensation Insurance or self-insurance, including Employer’s Liability	\$1,000,000 Employers Liability Limit
Commercial General Liability Insurance	\$1,000,000 Per Occurrence
	\$2,000,000 Aggregate
Business Automobile Liability Insurance	\$1,000,000 Combined Single Limit

GENERAL CONDITIONS OF AGREEMENT

FOR RESTORATION CONSULTING SERVICES



PAGE 8 OF 9

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

STANDARD BILLING RATES
FOR RESTORATION SERVICES 2014



PAGE 9 OF 9

PRINCIPALS

Senior Principal	\$ 280.00
Principal	\$ 230.00

PROJECT MANAGEMENT

Senior Project Manager.....	\$ 220.00
Project Manager II.....	\$ 185.00
Project Manager I.....	\$ 165.00
Assistant Project Manager.....	\$ 145.00

DESIGN

Senior Engineer / Senior Architect.....	\$ 180.00
Engineer II / Architect II.....	\$ 155.00
Engineer I / Architect I	\$ 135.00

TECHNICAL

Senior Technician	\$ 130.00
Project Technician.....	\$ 115.00

SUPPORT

Senior Administrative Assistant / Business Manager.....	\$ 90.00
Administrative Assistant	\$ 70.00

Subject to annual adjustment on January 1 each year.



FOR COUNCIL: June 9, 2014

SUBJECT: Text Amendment to Chapter 29, Section 194B of the City Code Pertaining to the Seizure and Impoundment of Vehicles Used in Violation of Certain Criminal Offenses

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: For several years, the City Code has provided for the towing and impoundment of vehicles used in the commission of certain criminal offenses. These are vehicles used in criminal offenses as provided for by State law. The proposed ordinance makes the following primary changes to the Code as it now stands:

1. Simplified fee structure: the Ordinance replaces the two tier fee structure, where vehicles impounded for some offenses were charged a fee of \$250, while vehicles impounded for other offenses were charged a fee of \$500, with a single fee of \$400 for all vehicles impounded.

2. The Ordinance codifies the existing practice of allowing owners or lessees of impounded vehicles an opportunity to dispute the impoundment on the basis that there was not probable cause to believe the vehicle had been used in the commission of an offense, or that the vehicle had been stolen, and sets forth adjudication procedures.

This Ordinance was developed by the Police and Legal Departments and implements best practices and procedures for vehicle impoundments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The recommended changes are estimated to be net neutral in the General Fund.

Respectfully submitted for Council consideration.

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

Reviewed by: Kenneth Bays, Asst. Police Chief

Financial & budgetary review by: Carla Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014-

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 29,
SECTION 194B – VEHICLE SEIZURE AND IMPOUNDMENT**

SECTION 1. That the Bloomington City Code shall be and is hereby amended by repealing Chapter 29, Section 194B, in its entirety, and by replacing same to read as follows:

SEC. 194B VEHICLE SEIZURE AND IMPOUNDMENT.

(a) Fee, Seizure and Impoundment. Vehicles used in the offenses listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b) are hereby declared contraband and subject to seizure and impoundment. The impoundment of any vehicle used in the commission of any of the foregoing offenses shall subject the owner to an administrative fee of \$400.00 plus costs of towing and storage.

(b) Removal and Seizure. Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this Section, the police officer may cause the vehicle to be removed and relocated to a secure location. The officer shall inform any person in control of the vehicle of the seizure and the right to a prompt probable cause hearing and an administrative impoundment hearing as provided in this Section.

At the time the vehicle is towed, the officer shall notify or make a reasonable attempt to notify the owner, lessee, or person identifying himself or herself as the owner or lessee of the vehicle, or any person who is found to be in control of the vehicle at the time of the alleged offense, of the fact of the seizure and of the right of the vehicle owner or lessee to an administrative hearing. The police officer shall also provide notice that the motor vehicle will remain impounded pending the completion of an administrative hearing, unless the owner or lessee of the vehicle, or a lienholder, posts with the municipality a bond equal to the administrative fee as provided by this Section and pays for all towing and storage charges.

(c) Notice. The City will provide the registered owner or lessee of the vehicle and any lienholder of record with a notice of hearing. The notice shall:

1. be served upon the owner, lessee, and any lienholder of record either by personal service or by first class mail to the interested party's address as registered with the Secretary of State;
2. be served upon interested parties within 10 days after a vehicle is impounded by the City; and
3. contain the date, time, and location of the administrative hearing. An initial hearing shall be scheduled and convened no later than 45 days after the date of the mailing of the notice of hearing.

(d) Prompt Probable Cause Hearing. At any time prior to an administrative impoundment hearing, at the request of the owner of a vehicle or a person with authority from an owner, the Police Chief or his designee shall hold a prompt probable cause hearing. Said hearing shall occur within 24 hours of the request, excluding Saturdays, Sundays and holidays. At the hearing, any interested person shall be given a reasonable opportunity to be heard and present evidence. Formal rules of evidence shall not apply, and hearsay evidence shall be admissible. At the prompt probable cause hearing, the Police Chief or his designee shall determine whether probable cause exists for the seizure and impoundment of the vehicle pursuant to this Section and, if asserted by the owner, whether the vehicle was stolen from the owner. If the Police Chief or his designee determines that probable cause exists for the continued impoundment of the vehicle, the Police Chief or his designee shall order the vehicle held pending an impoundment hearing or payment of the bond and any towing and storage fees due. If the Police chief or his designee determines that probable cause for impoundment does not exist or that the vehicle was stolen from the owner, the Police Chief or his designee shall order the immediate release of the vehicle without payment of any penalties, fees or costs.

(e) Administrative Impoundment Hearing. A hearing officer designated by the City Manager shall hold an administrative impoundment hearing within 45 days of the notice of impoundment hearing sent pursuant to subsection (c) of this Section. A person seeking the hearing may waive the foregoing time restraint. At the impoundment hearing, any interested person shall be given a reasonable opportunity to be heard. Formal rules of evidence shall not apply, and hearsay evidence shall be admissible. The impoundment hearing shall comply with the requirements set forth in Section 11-208.7 of the Illinois Vehicle Code, 625 ILCS 5/11-208.7. At the impoundment hearing, the hearing officer shall determine by a preponderance of the evidence whether the vehicle was used in violation of a listed offense or whether the vehicle was stolen from the owner. If the hearing officer determines that the vehicle was not utilized in violation of any offense listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b), or that the vehicle was stolen from the owner, the hearing officer shall order the immediate release of the vehicle without payment of any administrative fee and the expeditious return of any bond or fee already paid by the vehicle owner or his agent. Any bond or fee returned shall be to the person who paid the bond or fee, unless directed otherwise by that person. Any person claiming a vehicle ordered released under this subsection shall have seven days from the date of the order of release within which to claim the vehicle without accruing additional storage charges; thereafter, the person claiming the vehicle shall be responsible for paying any and all storage charges that accrue. If the hearing officer determines the vehicle was used in the commission of a listed offense, the hearing officer shall order the vehicle held pending payment of the fee and any towing and storage fees which may be due.

(f) Innocent Defendant. In the event that a person is acquitted of all charges stemming from the incident for which the vehicle was impounded or is not charged within six months for any offense stemming from the incident for which the vehicle was impounded, that person may apply to the Police Chief for a full refund of any bond or administrative fee paid to release the vehicle. A disposition of court supervision will be considered as a conviction and not an acquittal. Participation in a diversion program or similar program to avoid judicial consequences shall not be considered an acquittal for purposes of this Section. A plea agreement which calls for the dismissal of the charge for which the vehicle was impounded in exchange for

a guilty plea to any other charge shall not be considered an acquittal for purposes of this Section. The Police Chief shall refund any bond or administrative fee paid, if an acquittal occurs or if charges are not likely to be brought within 6 months. Any fee or bond returned shall be to the person who paid the bond or fee, unless directed otherwise by that person. Any person claiming a vehicle ordered released under this subsection shall have seven days from the date of the order of release within which to claim the vehicle without accruing additional storage charges; thereafter, the person claiming the vehicle shall be responsible for paying any and all storage charges that accrue.

(g) Release of Vehicle. A vehicle seized and impounded under this Section shall be released to the owner or the owner's agent upon payment of the bond or administrative fee and all towing and storage fees accrued. Payment of the bond or administrative fee and towing and storage fees does not waive an owner's right to an impoundment hearing.

(h) Unclaimed Vehicle. Any vehicle not claimed by its owner or other interested party within thirty-five days after the impoundment hearing shall be considered abandoned and sold pursuant to State law. An owner or interested party may claim his/her vehicle by paying the administrative fee, towing and storage fees any time prior to sale of the vehicle.

(i) Nothing in this section shall be construed to prohibit the holding, forfeiture or impoundment of any vehicle pursuant to any other law or statute.

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

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

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

SECTION 5. This Ordinance shall be effective ten (10) days after the date of its publication.

PASSED this 9th day of June, 2014.

APPROVED this _____ day of June, 2014.

APPROVED:

Tari Renner,
Mayor

ATTEST:

Tracey Covert,
City Clerk



MUNIS Implementation Update

June 9th, 2014



Phase 1 – Administrative

December 2010 – November 2011

Module/Functionality	Implemented
Role Tailored Dashboard	✓
MUNIS Office	✓
Tyler GoDocs	✓
Tyler Reporting Services	✓
Tyler Forms	✓
Workflow	✓
System Admin & Security	✓
Tyler Content Manager	✓
Tyler Secure Signature Key	✓

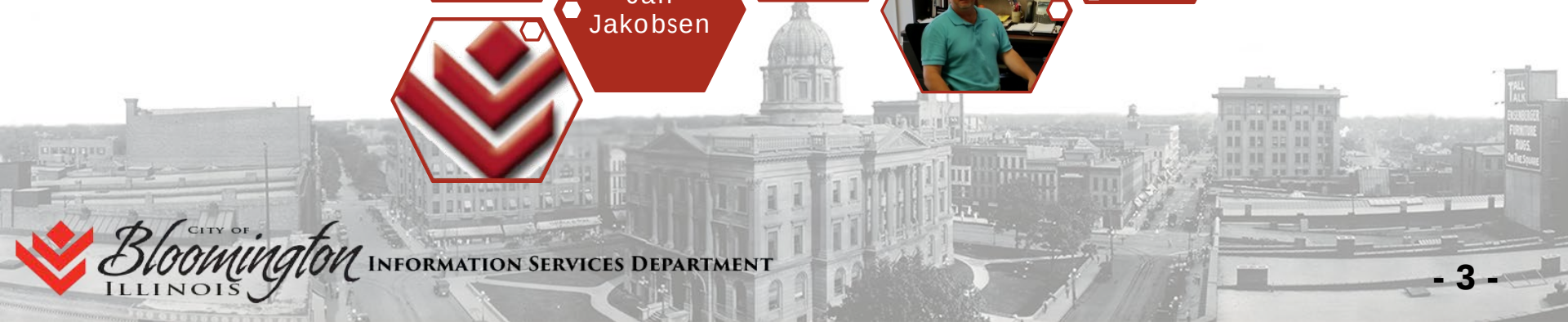


Phase 1 – Financials

December 2010 – November 2011

Module/Functionality	Implemented
Chart of Accounts	✓
General Ledger	✓
Budgeting	✓
Accounts Payable/Receivable	✓
Projects & Grants Accounting	✓
Purchase Orders / Requisitions	✓
Bid / Contract Management	✓
General Billing	✓
Treasury Management	✓
Vendor Self Service / Online Bidding	✓

IS (Information Services) Leads



Phase 1 – Finance Functional Leads



CITY OF
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INFORMATION SERVICES DEPARTMENT

Phase 1 – Power Users

Amanda Herrera (Water)
Amanda Papacek (IS)
Angie Brown (Human Resources)
Barb Adkins (Administration)
Barb Wells (Parks)
Bev Spencer (BCPA)
Bob Floyd (PACE - Facilities)
Bob Moews (Parks)
Brett Lueschen (Water)
Brian Southey (Parks)
Carey Snedden (PACE)
Carla Murillo (Police)
Cheryl Dawdy (PACE)
Chris Tomerlin (Finance)
Cindy Eagle (Human Resources)
Colleen Winterland (Public Works)
Craig Cummings (Water)
David Hales (Administration)
David Young (BCPA)
Dawn Weer (Parks and Recreation)
Debbie Bohannon (Parks)
Denise Pfeiffer (Police)
Diana Martinez (Water)

Diana Nicol (Parks)
Donna Gerron (PACE)
Elaine Fogler (Police)
Emily Bell (Human Resources)
Eric Vaughn (Fire)
Ernestine Jackson (Human Resources)
Frances Watts (Finance)
Gail Tucker (Legal)
Georgia Bouda (Library)
Jan Scherff (Legal)
Jason Wingate (Parks)
Jay Tetzloff (Miller Park Zoo)
Jean Eddy (Water)
Jennifer Bielfeldt (Police)
Jerry Walker (Facilities)
Jim Karch (Public Works)
Joe Gibson (J M Scott)
Joel Aalberts (BCPA)
John Kennedy (Parks)
Joycelyn Whikehart (BCPA)
Julie Phillips (City Clerk)
Kathy Jeakins (Library)

Katie Buydos (Administration)
Katie Stamp (Public Works)
Kevin Kothe (Engineering)
Kim Givens (Police)
Kim Nicholson (Finance)
Kurt Haas (Streets & sewers)
Laurie Wollrab (Human Resources)
Les Siron (Fire)
Leslie Lebel (Finance)
Lindsay Danner (Parks)
Luann Eustice (PACE)
Maria Basalay (Human Resources)
Mark Huber (PACE)
Mark Woodlard (PACE)
Marsha Ulrich (Police)
Meagan Kronst (Water)
Megan Horath (Fire)
Melody Becker (IS)
Mike Kimmerling (Fire)
Molly Dill (Water)
Nancy Tague (PACE)
Nick O'Donoghue (Water)
Nicole Kohler (Parks)

Pam Bertrand (Public Works)
Pam Reel (Finance)
Randy Mckinley (Police)
Renee Gooderham (City Clerk)
Richard Beck (Parks)
Rick Twait (Water)
Robbie Henson (Refuse & Recycle)
Robert Wall (Police)
Russ Waller (Engineering)
Shannon Ramirez (PACE)
Sharon Walker (PACE)
Stephanie Butler (Water)
Stephanie Uzueta (J M Scott)
Sue Witt (Fire)
Susie Vigil (Library)
Tanya Harrington (Water)
Tara Gosnell (Water)
Tim Ervin (Finance)
Todd Greenburg (Legal)
Tracey Covert (City Clerk)
Vickie Casali (PACE)
Virginia Rich (Finance)

Phase 2 – Payroll & Human Resources

April 2011 – April 2012

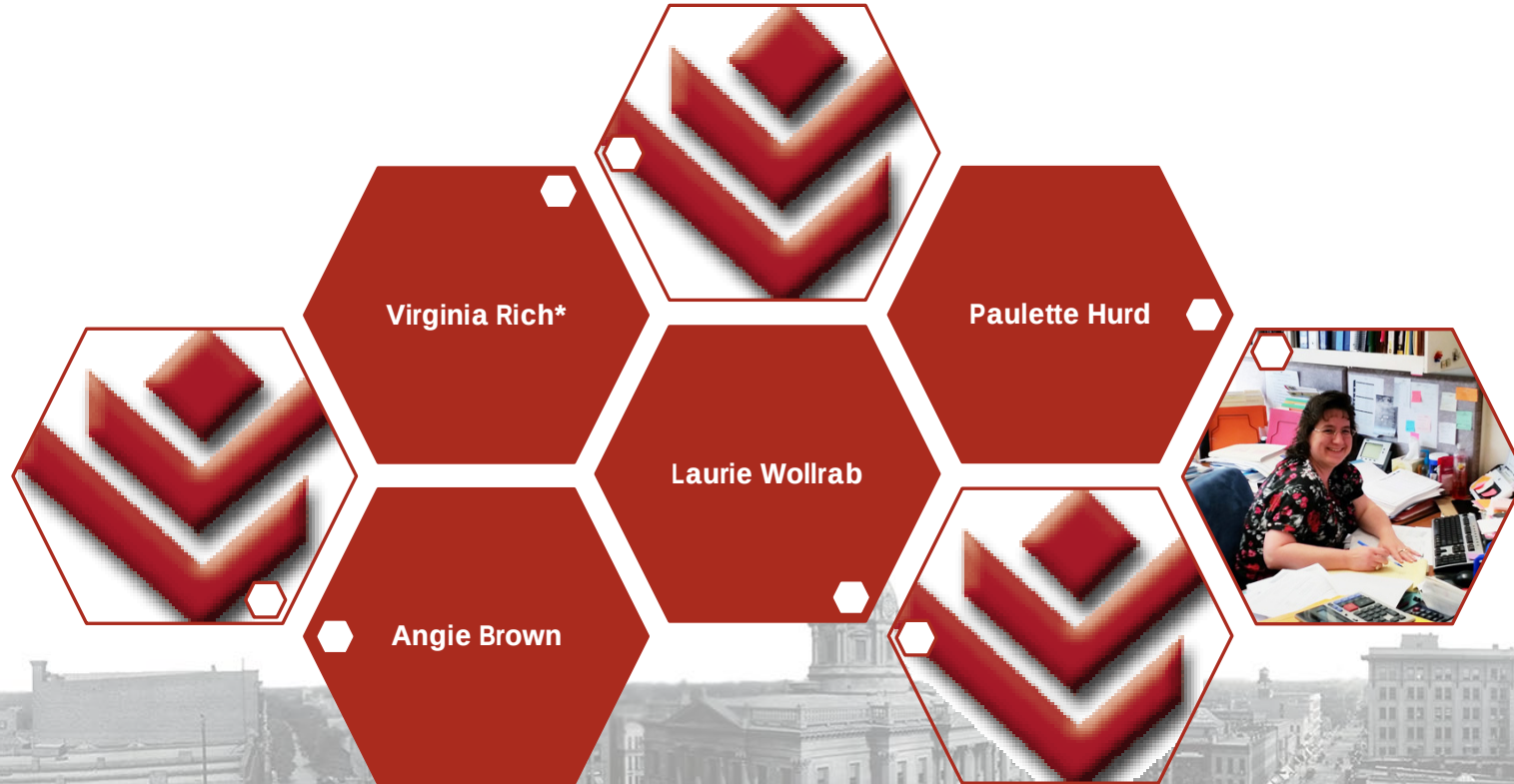
Module/Functionality	Implemented	Module/Functionality	Implemented
Payroll	✓	BCBS 834 EDI Enrollment	✓
Employee Evaluations		Other Health Care 834 EDI	
Position Control	✓	HR Workflow	✓
Personnel Actions	✓	Employee Self Service	✓
Open Enrollment	✓	PR Positive Pay Export	✓
Case Management		Applicant Tracking	
Drug Testing		Certification Tracking	
In-House Training			



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Phase 2 – Payroll & HR Functional Leads



Phase 2 – Power Users

Human Resources

Cindy Eagle (Human Resources)
Emily Bell (Human Resources)
Maria Basalay (Human Resources)

Payroll

Beverly Spencer (BCPA)
Kathy Jeakins (Library)
Gail Tucker (Library)
Maria Baslay (Human Resources)
Susie Vigil (Library)



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Phase 3 – Revenue & Financials

December 2011 – February 2013

Module/Functionality	Implemented
Tyler Cashiering	✓
Permits and Code Enforcement	✓
Central Property File	✓
Workflow Revenue	✓
Maplink GIS Integration	✓
Business Licenses	✓
Fixed Asset for Capitalized Assests	✓
BMI Assest Track Interface – capital assests	



CITY OF
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INFORMATION SERVICES DEPARTMENT

Phase 3 – PI & BL Functional Leads



Phase 3 – Power Users

Amanda Herrera (Water - Cashiers)	Denny Mallory (PACE - Code Enforcement)	Katie Stamp (Public Works)	Queenetta Banks (Water)
Andrew Coffey (City Clerk)	Diana Martinez (Water - Cashiers)	Kevin Kothe (Public Works - Engineering)	Rena Foster (Finance)
Becky Lippmann (Water)	Donna Geron (PACE - Code Enforcement)	Libby Timke (PACE - Building Safety)	Renee Gooderham (City Clerk)
Bob Coombs (PACE - Building Safety)	Gabriel Nege (Public Works - Engineering)	Linda Webner (PACE - Building Safety)	Rob Goldsmith (Water)
Bob Jeakins (PACE - Building Safety)	Garry Hinderliter (PACE - Building Safety)	LuAnn Eustice (PACE - Building Safety)	Russ Waller (Public Works - Engineering)
Bob Williams (PACE - Code Enforcement)	Greg Kallevig (Public Works - Engineering)	Mark Woolard (PACE - Planning)	Ryan Otto (Public Works - Engineering)
Bob Yehl (Public Works - Engineering)	James Stewart (Finance)	Mary Sellmyer (PACE - Planning)	Shannon Ramirez (PACE - Code Enforcement)
Brett Lueschen (Water)	Jean Eddy (Water)	Mike Alwes (PACE - Building Safety)	Sharon Walker (PACE - Code Enforcement)
Candace Beer (PACE - Code Enforcement)	Jeff Raines (Public Works - Engineering)	Mike Conroy (PACE - Building Safety)	Stephanie Butler (Water)
Carey Snedden (PACE - Code Enforcement)	Jennifer Klein (Finance)	Mike Powell (PACE - Code Enforcement)	Tanya Harrington (Water - Cashiers)
Cheryl Dawdy (PACE - Facilities)	John Langlois (PACE - Code Enforcement)	Molly Dill (Water)	Tony Meizelis (Public Works - Engineering)
Colleen Winterland (Public Works)	John McAtee (PACE - Building Safety)	Nancy Tague (PACE)	Tracey Covert (City Clerk)
Connie Fralick (Water)		Nick O'Donoghue (Water)	
Craig Cummings (Water)		Pam Bertrand (Public Works)	
Dane Griffin (PACE - Code Enforcement)		Pam McDowell (City Clerk)	
		Patti-Lynn Silva (Finance)	
		Paulette Hurd (Finance)	



Phase 4 –

Summer 2014 -

Module/Functionality	
Fixed Assets for Non-Capitalized Assets	Citizen Self Service
Inventory	Employee Expense Reimbursement
Work Orders, Fleet & Facilities Management	CAFR Reporting
GIS Modifications	Performance Based Budgeting
Standard Fuel Interface	Utility Billing Customer Information System
Tyler Content Manager Conversion for HR & PACE	Utility Billing Interface
Fixed Asset for Capitalized Assets	Tyler 311 Connect CRM
BMI Asset Track Interface – capital assets	



CITY OF
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INFORMATION SERVICES DEPARTMENT

Financial Overview

Original MUNIS budget	\$1,790,002
Spend to date	\$1,339,566
Available	\$450,436
Estimated left to spend	\$309,763
Total project variance	\$140,673



CITY OF
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ILLINOIS

INFORMATION SERVICES DEPARTMENT

MUNIS Software Update Frequently Asked Questions

On Friday, June 13, 2014, the City of Bloomington will begin an upgrade to its enterprise resource planning software, MUNIS. Below are some frequently asked questions regarding this upgrade process and how it might affect Bloomington citizens.

1. What is the MUNIS software and how does the City of Bloomington use it?

MUNIS is an enterprise resource planning (ERP) software designed to assist local governments with managing daily operations throughout multiple departments and functional areas. ERP systems are also referred to as business management systems.

2. How does the City of Bloomington use the MUNIS software?

The City of Bloomington uses MUNIS to manage, control, monitor and provide reporting for many different City functions, such as Financials, Payroll, Human Resource management, Community Development, Business Licensing, Cashiering, etc. City of Bloomington staff is currently engaged in a multi-year implementation project to replace some aging systems with this state-of-the-art enterprise software designed to increase the efficiency and effectiveness of City functions.

3. How will this software upgrade affect me?

During the upgrade process, the entire MUNIS system will be shut down. All functionality provided to City of Bloomington staff and citizens will be unavailable. Most notable to citizens will be any cashiering functions supported by MUNIS. Some forms of payments will be unavailable or limited during the upgrade process. The vendor self service and employee self service of the City's website will also be unavailable.

4. Which City of Bloomington services payments will not be available during the MUNIS upgrade?

Payments for the City Services Bill (including water, sewer, storm sewer and refuse collection services) will be limited to Internet online payments only. Online payments can be made by navigating to <https://bloomington.merchantransact.com>. Cashiers at both the Water Department (603 W. Division St.) and City Hall (109 E. Olive St.) will be unable to accept any forms of payment over the counter. The City will, however, provide a computer at both locations and be able to assist citizens with online payments.

City-issued stickers for garbage bag collection will not be available for purchase during the upgrade process.



Information Services Department

June 9th, 2014

5. Cashiers will be unable to accept payments for Parking violations over the counter. Parking violations can still be paid online by clicking "Parking Tickets" under the "I Want To..." section on the City website main page (<http://www.cityblm.org>), or directly at <https://www.illinoisepay.com/epay/GetSite?cmd=get&siteId=15>.

All other forms of payments to the City of Bloomington will be accepted. Some, however, will be processed with hand written receipts.

6. How long will the upgrade to the MUNIS system take?

Staff will bring the MUNIS system down at **11:00AM on Friday, June 13th**. The upgrade should be completed, and normal payment intake will resume no later than **Wednesday, June 18th at 8:00AM**. Citizens are encouraged to plan necessary payments accordingly.

7. What is the purpose of the upgrade to MUNIS?

Tyler Technologies, the vendor of the MUNIS software, provides patches and feature/function upgrades to the MUNIS software on a regular basis. This particular MUNIS upgrade is a major revision. Staff will be upgrading MUNIS from version 9.3 to version 10.4. The upgrade will provide new features and capabilities and provide improvements to certain modules within the MUNIS suite of applications.

8. Why does the MUNIS software have to be down during the upgrade?

With this major version update, there are structural changes being made to the databases that house the MUNIS data. Since databases are such a fundamental piece, the system cannot be actively using or modifying them during the upgrade process. Thus the MUNIS system must be shut down completely.

9. Question?

A

10. Question?

A

11. Question?

A

12. Question?

A



ADDENDUM II

BLOOMINGTON CITY COUNCIL AGENDA

JUNE 9, 2014

ADDITION TO CONSENT AGENDA

- Item 7F. Request to Approve a Budget Amendment to Account 40100100 – 70050 in the Capital Improvement Fund and Prepare Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure. (Recommend that the Ordinance Amending the Budget Ordinance to add funds to Account 40100100 – 70050 in the Capital Improvement Fund be passed, the proposal from Walker Restoration Consultants for Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure be approved, in the amount of ~~\$136,000~~ \$155,250, the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.) Amended *City Council Memorandum and attachments.*