

**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 7:01 p.m., Monday, June 9, 2014.

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

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

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

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.

Gary Johnson, 202 S. Eldorado Rd., addressed the Council. He cited the planned restructuring of the City's Legal Dept. He expressed his concerns regarding monetary issues, accessibility and research. Sorling, Northrup, Hanna, Cullen & Cochran, Ltd., was a Springfield law firm. The City would be billed by the hour. He estimated this firm's annual bill at \$350,000. He questioned if this cost had been compared to retaining in house staff. He also questioned citizens' accessibility to City attorneys. Sorling Northrup's primary office was located in Springfield. He questioned what research had been done. He specifically cited investigations which addressed the benefits for the City and its citizens. He also questioned if there were other cities of similar size which had tried this model.

Carl Woodward, 1707 Clearwater, addressed the Council. He had spent the last two (2) years requesting the same two (2) numbers. City staff had failed to respond. He had sent emails and had spoken with City staff. He wanted to know how much the City had spent during the last fiscal year towards the \$100 million pension debt. The Council should be able to answer this question. Citizens were the City's customers. He readdressed the pension numbers. He questioned if there were standards for employees. Some of the City's department heads were super while others were not. The Council was responsible for City operations. Data was being hidden. The City's management team must be responsive to the citizens.

Richard Baxa, 408 N. Linden St., addressed the Council. He questioned the purpose of the tank located at Miller Park. There would be a dedication ceremony on Saturday, June 14, 2014. This was a rare vehicle. It was a federal war relic and a federal landmark.

He added that a pipe had been welded to the tank. He noted that a number of museums have attempted to acquire this tank.

Alton Franklin, 508 Patterson Dr., addressed the Council. He recalled a phrase from Iran Contra – plausible deniability. He cited do not know responses and the City just carrying on. He noted the City Manager's position wish list. He cited a classified ad which had appeared in the Pantagraph. Twelve (12) positions were listed. He noted the City's pension issues. It appeared that the City planned to negatively impact its IMRF (Illinois Municipal Retirement Fund), pension.

He expressed his support for Mr. Woodward's comments. The City should tell people what they want to know.

The following was presented:

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

Mayor Renner read and presented the Illinois Wesleyan University Men's Basketball Final Four Day Proclamation to Coach Ron Rose.

Coach Rose addressed the Council and thanked them for the recognition. He introduced the players who had accompanied him to the meeting: Pat Sodermann, Dylan Overstreet and Trevor Seibring.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Proclamation be made a matter of record.

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

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

Nays: None.

Motion carried.

The following was presented:

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:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the reading of the minutes of the previous Council Proceedings of May 27, 2014 be dispensed with and the minutes approved as printed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, 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 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:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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 updated regularly 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:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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 passed, 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, 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 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 bring \$10,150 at 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

ORDINANCE NO. 2014 – 47**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2014 - 35 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2014 - 35.

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

PASSED the 9th day of June, 2014.

APPROVED the 10th 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

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Ordinance Amending the Budget Ordinance to add funds to Account 20900940 - 72130 in the General Fund be passed, 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, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

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.

June 9, 2014

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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

ORDINANCE NO. 2014 - 49**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 the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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 by Alderman Fazzini, seconded by Alderman Fruin 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

ORDINANCE NO. 2014 - 50

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 the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

ORDINANCE NO. 2014 - 51**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 the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

ORDINANCE NO. 2014 - 52

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 the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on 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

ORDINANCE NO. 2014 - 53**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 the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on 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

ORDINANCE NO. 2014 - 54

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 the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on 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

ORDINANCE NO. 2014 - 55**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 the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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: Not applicable.

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

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Lake Lease Transfer 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 Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

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: Not applicable.

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

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Lake Lease Transfer 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 Stearns, Mwilambwe, Schmidt, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

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.

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.

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

**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 - 56**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 the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert,
City Clerk

EXHIBIT ADescription 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.

PIN: 21 - 17 – 351 - 005

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

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

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

Nays: None.

Motion carried.

The following was presented:

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 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

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 - 58**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 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 10th 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 Northwestern 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.

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

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

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

Nays: None.

Motion carried.

The following was presented:

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 provide 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 Asst.

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the FY 2015 Action Plan be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

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 (2) tier fee structure, vehicles impounded for some offenses were charged a fee of \$250, other 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

ORDINANCE NO. 2014 - 59**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 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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 \$155,250, 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 the Finance Department 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:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 48**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

WHEREAS, on April 21, 2014 by Ordinance Number 2014 - 35, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2015, which Ordinance was approved by Mayor Tari Renner on April 28, 2014; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2014 - 35 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 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 10th 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	\$155,250
		Net Budget Increase	\$155,250

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	\$1,000
GPR		\$3,000
Contractor		\$3,000
Phase 2 – Construction Documents (Lump Sum)	\$48,000	\$1,000
Phase 3 – Bidding Services (Lump Sum)	\$11,000	\$1,250
Phase 4 – Construction Administration (Hourly Budget Estimate)	\$55,000	\$10,000
TOTAL FEE PROPOSED	\$136,000	\$19,250

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

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

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.

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

RESOLUTION NO. 2014 - 24

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF REPAIR DOCUMENTS AND CONSTRUCTION OBSERVATION SERVICES FOR THE PEPSI ICE CENTER PARKING STRUCTURE FROM WALKER RESTORATION CONSULTANTS AT A PURCHASE PRICE OF \$155,250

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 of repair documents and construction observation services for the Pepsi Ice Center Parking Structure from Walker Restoration Consultants at a Purchase Price of \$155,250.

ADOPTED this 9th day of June, 2014.

APPROVED this 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Stearns addressed this item. She was confused as to what the City would receive for the money spent.

David Hales, City Manager, addressed the Council. The City would receive a number of things. Walker Restoration would prepare the bid specifications and plans, let the bid, and assist with the bid review/recommendations for the bid award. In addition, Walker Restoration would provide construction oversight and monitor change orders.

Alderman Stearns questioned if the City understood the flaw. Mr. Hales described it as a design/construction defect. At the current time, Walker Restoration would develop the detailed plans and specifications. The estimated cost for this project was \$1.2 - \$1.4 million. The City would have to wait until the bid was awarded to know the cost. The first step was to develop the bid documents.

Alderman Stearns questioned if the same evaluation/consideration had been completed for the US Cellular Coliseum (USCC) regarding its structural integrity. Mr. Hales noted that the construction design of the garage was different than USCC.

Motion by Alderman Stearns, seconded by Alderman Fazzini 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 adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

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 was necessary due to the expansion of the Shirk Center. The parking lot will comply with the required landscaping and not create traffic problems on 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's 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 St. 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

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:
SOUTHWEST CORNER OF FELL AVENUE AND TITAN DRIVE**

State of Illinois)
)ss.
County of McLean)

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

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 - 57**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 10th 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.

PIN 14 – 33 – 404 – 021

Alderman Schmidt cited her employment at Illinois Wesleyan University and left the dais.

Motion by Alderman Black, seconded by Alderman Fazzini that the Special Use be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

Alderman Schmidt returned to the meeting.

The following was presented:

SUBJECT: Text Amendment to Chapter 2. Administration, 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 the contract 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

ORDINANCE 2014 - 60**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 10th 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 the 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 provision 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.

Notice 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 jjurgens@sorlinglaw.com Facsimile: (217) 522-3173
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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: *David A. Hales*

Title: City Manager

Date: June 10, 2014

Mayor Renner introduced this item. He noted that there was a Text Amendment and an agreement with Sorling Northrup. The Council had met in Executive Session prior to this evening's Council meeting. He noted that this proposal had come from David Hales, City Manager, and not from Jeff Jurgens and Sorling Northrup. Mr. Hales had anticipated a savings on legal services of \$100,000.

David Hales, City Manager, addressed the Council. He provided background information. He cited the departure of Todd Greenburg, former Corporation Counsel. A decision had been made to bring in an interim Corporation Counsel. He noted Jeff Jurgens' career experience and the depth of Sorling Northrup. He had spoken with various law firms and individual attorneys. The City had a past working relationship with Sorling Northrup. Mr. Jurgens had been employed with Ancel, Glink, Diamond, Bush, Dicianni & Krafthefer, PC. The original agreement had been drafted by Clark Baird Smith, LLP. The document before the Council had been reviewed by Kathy Orr, Kathleen Field Orr & Associates. Ms. Orr has provided the City with TIF (Tax Increment Financing) District and economic development services. Other law firms had prepared and reviewed the agreement.

He had pursued recruitment of an in-house attorney. He questioned the City's ability to find an attorney with the depth of Mr. Jurgen's experience. This would have

been a challenge. He had considered both alternatives. Mr. Jurgens had performed. He noted Mr. Jurgens' productivity. Currently, Mr. Jurgens was addressing the City's legacy agreements. Policies/procedures would be drafted to protect the City. He had admired Mr. Jurgens' performance. He believed that this agreement was in the best interest of the City. The City would achieve economies. Mr. Jurgens would also bring Angela Fyans Jimenez to the City. He noted Ms. Fyans Jimenez's experience in the area of labor law, collective bargaining and public safety. These two (2) individuals would equate to one (1) full time equivalent.

Mr. Jurgens and Sorling Northrup would raise the legal services bar. He noted the support that would be given to the Mayor, Council and departments. There would be improvements made to internal customer service. Mr. Jurgens had provided good legal advice in drafting agreements. He anticipated that there would be challenges. He addressed cost comparisons. He restated Mr. Jurgens' municipal law experience. The City's in-house attorneys would also benefit from Mr. Jurgens' leadership. In the next year, the City would reduce its reliance on outside legal counsel. Sorling Northrup would be paid \$175 per hour. The City would not incur any benefit and/or pension costs. There was no long term financial risk. The City would benefit from this hybrid system. It would bring stability to the Corporation Counsel Office. It would bring closure to various issues. He restated the City's experience with other firms. He noted Mr. Jurgens and Sorling Northrup's reputations and the firm's Central Illinois location. Mr. Jurgens and Sorling Northrup brought expertise and competency. He respectfully requested Council approval of both the Text Amendment and agreement.

Mayor Renner clarified that the City could terminate the agreement at anytime.

Alderman Stearns agreed with Mr. Hales' comments. Mr. Jurgens was an outstanding municipal attorney. He was professional and she recognized his expertise. She noted the efforts made to resolve the backlog of Ordinance Violations. She questioned the City's efforts to establish administrative review. She expressed her structural concerns. This item had been prepared quickly. She had tried to understand why the City had not issued an RFQ (Request for Qualifications). The City had not used an open process and this was an added concern. Finally, she welcomed Mr. Jurgens to the City.

Alderman Lower echoed Alderman Stearns' concerns. He acknowledged that both Mr. Jurgens and Sorling Northrup were highly recommended. He was impressed with Mr. Jurgens' ability. He requested monthly and quarterly accountability reports which would include a forecast.

Alderman Fazzini expressed his support for lowering legal services costs. He added that the level of professionalism in the Corporation Counsel Office would increase. He added his belief that legal services costs would decrease. He also liked the idea of no benefit costs. The City would need to lower its retention of outside legal counsel. Sorling Northrup had thirty-five (35) attorneys. The City would ease into this significant change. He also believed that it was appropriate not to issue an RFQ in this instance.

Mr. Hales noted that professional services were problematic. Legal services were not a commodity. He had evaluated the reputation, character and integrity of Mr. Jurgens and Sorling Northrup. He cited Mr. Jurgens productivity and results. He had looked at a variety of individuals and firms. Municipal law offered a limited field of attorneys. He cited concerns regarding public documents.

Alderman Mwilambwe questioned safeguards regarding cost over runs. Mr. Hales stated that expenses would be reviewed. He and Mr. Jurgens would address cost avoidance. Decisions would be made regarding what work would be brought in-house. Costs would be contained/managed going forward. He planned to phase out outside legal counsel. He acknowledged that there would always be unusual cases/items. He would report back to the Council and stay within budget. If situations occurred that the City could not control, he would inform the Council.

Alderman Mwilambwe addressed institutional memory and preservation of same. Mr. Hales stated that while institutional memory was important, it was not a substitute for high performance and creativity. The City needed to make changes and raise the bar to improve the quality of legal services. There needed to be continuous improvement. The City's culture would be improved. The City needed an experienced municipal law attorney. Mr. Jurgens had worked with a number of communities. The Corporation Counsel Office would be better, quicker and faster.

Mayor Renner noted that the City planned to retain the Corporation Counsel Office's existing staff. There would be institutional memory. The in-house staff would capture Mr. Jurgens and Ms. Fyans Jimenez efforts and expertise.

Alderman Fazzini noted that Mr. Jurgens held staff meetings and also met with Mayor Renner and Mr. Hales on a regular basis.

Motion by Alderman Black, seconded by Alderman Fazzini 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.

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: Alderman Stearns.

Motion carried.

The following was presented:

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 2011. Currently, there is no software support or development on the Gold Elite platform and all support will end in December 2018.

In February 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, Police Chief
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

RESOLUTION NO. 2014 - 25

**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 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. This item would approve a console upgrade in the Communications Center. The current console was purchased in 2005. Motorola would no longer service/support same starting in 2016. Company representatives were present at this evening's meeting.

Alderman Schmidt raised a basic question: rejoining MetCom. She also questioned the pros/cons of a second system.

Mayor Renner noted that the equipment issue was separate from the structure of emergency communications. Alderman Schmidt expressed her opinion that there needed to be a conversation regarding MetCom. Mayor Renner cited the past experience regarding MetCom. He expressed his opinion that the City made the wrong decision.

Alderman Stearns expressed appreciation for Alderman Schmidt's comments. She also questioned rejoining MetCom. She specifically questioned if MetCom would be required to make the same equipment upgrade.

Darren Wolf, Communications Center Manager, addressed the Council. He responded affirmatively. MetCom planned to make the equipment upgrade next year based upon budgetary needs. There were over a hundred communities in the state that will all be making the same equipment upgrade.

Alderman Stearns questioned the cost. Mr. Wolfe noted \$500,000. Alderman Stearns questioned MetCom's cost. Mr. Wolfe did not know. He added that MetCom had a higher number of consoles. The new console was state of the art and would be sold nationwide. There was no known end of life for the new console at this time.

Alderman Stearns noted that the remaining dollars would be directed towards the Fire Department's needs. She questioned how the City's Fire Department would compare to Normal's Fire Department. Mr. Wolf stated that the City's Fire Department would be added to the upgraded Starcom. The two (2) systems would be similar. Both would be on Starcom and use VHF radios at fire/emergency scenes.

Alderman Schmidt expressed her interest in the big picture. Mayor Renner informed the Council that the region must have a backup center.

Mr. Hales echoed this comment. If the City were to rejoin MetCom, the state would require a backup center. This was a state compliance issue. The backup center must be sufficient/sophisticated enough to address all emergency communication. In the past, this was not a requirement. Currently, the City was conducting a study regarding the existing set up. The City would need to research if there would be any cost efficiencies by a return to MetCom. MetCom was a shared Town and McLean County operation. He was unsure if the Town and the County would allow the City to rejoin same. He cited the substantial cost to the City to establish a Communications Center. Another unknown involved terms, conditions, etc. He stressed that Central IL lacked a redundant communications center. He cited the distance between the various cities located in Central IL. City staff was working on building positive working relationships with the Town and County.

Mayor Renner cited conversations with Mayor Koos regarding same. He cited the lack of trust between the City and the Town and County. The City's departure from MetCom had been traumatic.

Alderman Schmidt thanked Mr. Hales for the reminder that a plan was underway. She was not aware of the state mandated backup center. Mr. Hales noted that the backup center would require everything except personnel. If the City returned to MetCom, then there must be a backup facility which could provide all services.

Alderman Stearns recommended that the Starcom upgrade be delayed until next year. Mr. Hales stated that Motorola was a sole source supplier. He noted the City's goal of hardware and software consistency with MetCom.

Alderman Stearns addressed timing. The Council would be receiving a report. She restated that the upgrade should be delayed until next year. Mr. Hales cited concerns regarding deadlines and various capital requests.

Mr. Wolf addressed the time line issue. If the Council approved this item this evening, the equipment would not be delivered until the third or fourth quarter of the fiscal year.

Motion by Alderman Black, seconded by Alderman Painter 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.

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: Alderman Stearns.

Motion carried.

The following was presented:

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 City Manager 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 nonprofit 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

RESOLUTION NO. 2014 - 26**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 10th 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.

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 date 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)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He noted Libby Au, National Development Council's (NDC) Central Team Director, who had and would continue to provide assistance to the City. NDC was a nonprofit nationwide organization which provided economic development assistance. He noted the NDC's accomplishments and successes. The NDC provided financial evaluations. He cited Ashley Furniture located at 1500 E. Empire St. and Green Building, LLC located at 115 E. Monroe St. as examples. The NDC assisted with the development of the City's Incentive Policy. It reviewed the financial ability of applicants. The NDC planned to bring another asset to the City: a small business entrepreneur loan fund.

Alderman Stearns noted that this agreement would cost the City \$60,000 annually. Justine Robison, Economic Development Coordinator, was leaving the City. The City had not hired a replacement. The City also provided \$100,000 annually to the Bloomington Normal Economic Development Council, (EDC). Mr. Hales stated that the Economic Development Coordinator position had been posted.

Alderman Stearns noted that the NDC had provided services to the City during the last fiscal year. She questioned payment for same. Mr. Hales noted that this cost had been built into last year's budget. He described it as a pilot program which was billed on a monthly basis. In Fiscal Year (FY) 2015, it was budgeted as a full year contract.

Alderman Stearns questioned FY 2014 expenditures. Justine Robinson, Economic Development Coordinator, addressed the Council. She noted the monthly cost of \$5,000. She believed that the NDC had provided services over a nine to ten (9 – 10) month period. She offered to verify a total cost.

Alderman Stearns questioned what the City had done prior to establishing a working relationship with the NDC. Ms. Robinson noted that the work tasks completed by the NDC were simply not done. She noted that requests for incentives involved proprietary/financial information. NDC was an unbiased third party.

Alderman Stearns questioned if these documents were subject to FOIA.

Ms. Robinson cited the Green Building, LLC located at 115 E. Monroe and the Haney building located at 407 – 409 W. Washington St. She noted the detailed reports which had been provided to the Council. She added that detailed financials had not been provided.

Alderman Stearns noted that taxpayers paid for NDC's services. Ms. Robinson restated that NDC was a third party. She cited the importance of confidentiality during negotiations and a developer's willingness to disclose information.

Alderman Mwilambwe cited the \$60,000 cost. He expressed his concerns regarding future plans and past understandings. Ms. Robinson stated that NDC would continue to provide the same services. Ms. Au was here approximately three (3) days a month. She held/attended various meetings and assisted with best practices. In addition, the NDC had offered classes through the McLean County Chamber of Commerce. She believed that the application for a \$2.5 million loan fund had been approved. The NDC would analyze the loan applications. There will be plenty for the NDC to do while the position was vacant. Ms. Au would serve as a point of contact.

Alderman Lower expressed that he did not understand. The City was the home of State Farm Insurance. He questioned why this work had been contracted out. He also questioned the role of government in economic development. He questioned the City's involvement in same.

Ms. Robison cited the various levels of experience and understanding of economic development. Everyone did not have the necessary experience. Some needed guidance to the various resources that were available. The goal of economic development was to grow the local economy. The NDC brought resources both in kind and cash.

Mr. Hales had looked at the City's past practices. Projects had become complex and they needed to be scrutinized. The NDC filled a critical need and addressed the "but for" test. Businesses were requesting public entities assistance. Developers share their information with the NDC. In turn, the NDC prepared a recommendation for the City. The City must be involved in economic development. He believed that the NDC had brought value to the City.

Alderman Lower noted that the City had just raised a number of taxes. The City would spend funds that it could not measure.

Alderman Fazzini believed that the NDC brought value to the table. He cited the City's retail economic development policy which included claw back language. This was new. Another important concept was leakage. Incentives were only available if there was leakage. Leakage represented dollars that were leaving the community. The goal was to assist businesses that would attract customers.

Mayor Renner informed the Council that since the announcement of the Rt. 66 Visitor's Center there had been economic development interest in the Downtown.

Alderman Stearns expressed support for Alderman Lower's comments. She believed that the City had consulting assistance between the City's Economic Development Coordinator and the EDC. The City was already spending approximately \$200,000 on

these two (2) items. The NDC represented another outside consultant. The City should tap into local talent. This was another example of governmental growth. She opposed same.

Mr. Hales noted that the EDC did not address retail economic development. The City did not have expertise in financial analysis. Critical analysis was needed. Factual data had been provided to the Council.

Alderman Sage cited the reality of the situation. Economic development brought increased sales, property and income taxes. These three (3) things eased the burden on residential property taxpayers. The City economic development emphasis had been on businesses that would pay for themselves.

Motion by Alderman Painter, seconded by Alderman Schmidt 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 City Manager 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, Fazzini, Sage, Fruin and Black.

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

MUNIS Update Presentation.

David Hales, City Manager, introduced this item. He noted that the City would undergo a major MUNIS upgrade this week which would require shutting the system down. This had been a multi-year process, actions had been taken in the past, were currently underway and there were future modules to bring on line. City staff had been dedicated to this project.

Scott Sprouls, Information Services (IS) Director, addressed the Council. He thanked them for the opportunity to address them. He refreshed the Council as to the size and scope of this project. He noted the City's current status. He recognized City staff's efforts and accomplishments.

MUNIS had been implemented in phases. The plan called for four (4) phases. Phase 1. Administrative had a time line of December 2010 – November 2011. It was described as the system core. Its heart was the financial modules. All other modules tied into them. He recognized the IS Leads and Finance Functional Leads. Finance staff were the subject matter experts. In addition, there were Power Users in each department.

These individuals drove system improvements. Phase 2. Payroll & Human Resources had a time line of April 2011 – April 2012. He noted that there were additional functions available under MUNIS that have not been implemented as of this date. Payroll and Human Resources staff served as Functional Leads. Again, there were Power Users. Phase 3. Revenue & Financials had a time line of December 2011 – February 2013. There were Permit and Business Licenses Functional Leads. Again, there were also Power Users. Phase 4 was scheduled to begin in the summer 2014. There were a number of larger applications. He cited Work Orders as an example. He addressed the value of same.

Mr. Sprouls presented the financial overview for the project. He believed that the project would come in under budget.

Alderman Lower cited the perception that the City was paying for modules which were not in use. He questioned potential cost savings. Mr. Sprouls acknowledged that the fewer the number of modules the lower the cost. He cited the City's maintenance contract. The cost for same was based on the implementation time line. For some items the time line has been exceeded. He noted that there had been resource issues. It was the City's intention to use these modules.

Alderman Mwilambwe questioned Citizen Self Serve. Mr. Sprouls cited pot holes as an example. There would be a smart phone application to report same.

Alderman Schmidt cited the MUNIS Software Upgrade Frequently Ask Questions (FAQ) page. She specifically cited on line payments only and late fees/penalties. Mr. Sprouls stated that it was not the City's intention to penalize anyone.

Mr. Hales added that City staff would try to insure that this did not happen.

Sue McLaughlin, Interim Asst. City Manager, addressed the Council. It appeared that the MUNIS upgrade was occurring at the right time. City staff would address any issue that occurred.

Mr. Sprouls added that the FAQ document had hot links embedded. He stressed City services bills and parking tickets could only be paid on line during the MUNIS shut down.

Alderman Sage cited his experience at State Farm. State Farm employed two (2) teams to implement an enterprise resource planning system. City staff has been wearing two (2) hats. He expressed his appreciation to the City's IS staff and staff from various departments that had been involved in this project. It had been a remarkable effort.

The following was presented:

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 sixty-nine (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

Motion by Alderman Schmidt, seconded by Alderman Painter 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.

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

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

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He noted that June 10, 2014 would be Justine Robinson, Economic Development (ED) Coordinator, last day with the City. She had been with the City for two and a half (2½) years. She served as the City's first ED Coordinator. He cited her accomplishments. She had developed positive collaborative relationships, made presentations and provide service to the City.

He updated the Council regarding the emergency replacement of the chiller at the Police Department. The work would take place this coming weekend, June 14 – 15, 2014. The RFP (Request for Proposal) for the Architectural/Engineering Services for the Police Department's Parking Garage Fire Protection were due on June 19, 2014.

Work continued on the City Hall roof. Leslie Lebel, former City employee, had entered a guilty plea in the criminal case against her. He recognized the efforts of City staff from the Finance and Police Departments. He also recognized the McLean County State's Attorney's Office. He cited core values such as honesty and integrity. Finance staff must have critical competencies in order to address internal controls. The MUNIS system was an integral part of same.

He addressed the June 19, 2014 Committee of the Whole Meeting. The Downtown Hotel Conference Center Feasibility Study would appear on the agenda. In addition, High Speed Rail and the impact upon the City would also be listed. The Council's time and attention would be needed regarding Preview Policy Agenda for Fiscal Year 2015.

MAYOR'S DISCUSSION: Mayor Renner cited the Rt. 66 Visitors Center grant which had resulted in interest and energy of a more serious nature in the Downtown. He noted Rt. 66 Cruise In event held on Saturday, June 7, 2014. Unfortunately this event was cut short due to the weather. He thanked Justine Robinson for her service to the City. Finally, he thanked John Kennedy, Parks, Recreation & Cultural Arts Director, for attending the June 6, 2014 Mayoral Open House.

ALDERMEN'S DISCUSSION: Alderman Fazzini recognized the Rt. 66 Cruise In event. In addition, there had been a British Car Show at the David Davis Mansion on Sunday, June 1, 2014.

He informed the Council that the Seventeenth Economic Outlook for McLean County would be presented by Ed Scharlau, Busey Bank's Vice Chairman, tomorrow morning, June 10, 2014 at Illinois Wesleyan University's Hanson Center. He encouraged all to attend same.

Alderman Stearns noted the Council's April 14, 2014 meeting. She read from the Council Proceedings. She questioned the status of the City's agreement with Central IL Arena Management, (CIAM). She cited the outside auditor's concerns. She had expected to see an item on the Council's meeting agenda. She noted the sixty (60) day time line. She questioned transparency to the citizens. She also questioned if there would be Council vote on any contract amendments.

Mr. Hales stated that he had been working with Jeff Jurgens, Interim Corporation Counsel and CIAM and their attorney. The goal was to resolve the contract language and draft an amendment by June 30, 2014. One issue involved commissions. It appeared that CIAM had not taken the full commission. Another issue involved parking fees. He restated the goal was to clarify both issues and draft an amended agreement.

Mayor Renner suggested that the tentative date be the Council's June 23, 2014 meeting.

Alderman Stearns noted that the City might have the financial advantage.

Motion by Alderman Mwilambwe, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 8:58 p.m.

Motion carried.

Tracey Covert
City Clerk

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