CITY OF BLOOMINGTON

COUNCIL MEETING AGENDA

109 E. OLIVE

MONDAY, JANUARY 13, 2014 7:00 P.M.

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call of Attendance**
5. **Public Comment *(15 minutes)***
6. **Recognition/Appointments**
   - **A. Oath of Office for Police Officers James Clesson and Scott Wold**
   - **B. Reappointment of Mike Ireland to Zoning Board of Appeals**
7. **"Consent Agenda"**
   - **A. Council Proceedings of December 9 and December 16, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of December 9 and December 16, 2013 be dispensed with and the minutes approved as printed.)**
   - **B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
   - **C. Tax Levy Reports. (Recommend that the reports be received and placed on file.)**
   - **D. Reappointment of Michael Ireland to the Zoning Board of Appeals. (Recommend that the Reappointment be approved.)**

E. Waive the Formal Bid Process and Purchase Services of Starnet Technologies, Inc. for an Urgent Upgrade of the Supervisory Control and Data Acquisition (SCADA) System which Controls clarifiers. (Recommend that the formal bid process be waived, services by Starnet Technologies, Inc. for an emergency upgrade of the SCADA System controlling the clarifiers be approved, in the amount of $75,900, and the Mayor and City Clerk be authorized to execute the necessary documents.)

F. Resolution Authorizing the Execution of a Joint Agreement with the Town Of Normal and the Ecology Action Center for an Energy Efficiency Program. (Recommend that the Joint Agreement for an Energy Efficiency Program in the amount of $37,700 annually for two (2) years be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.)

G. Renewal of Intergovernmental Agreement for Police Booking Services. (Recommend that the Intergovernmental Agreement with McLean County Sheriff's Department for Booking Services be renewed, in the amount of $24,828, and the Mayor and City Clerk be authorized to execute the necessary documents.)

H. Government Center Operation and Maintenance Expenses for Calendar Year 2014 in the amount of $374,209. (Recommend that Attachment No. Twelve to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)

I. Application of OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on February 21, 2014. (Recommend that a LA liquor license for OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., be created, contingent upon compliance with all applicable health and safety codes.)

J. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 3, 2014. (Recommend that the Ordinance be passed.)

K. Amendment to the Cable Television Franchise Agreement between the City and Comcast of Illinois/Indiana/Ohio LLC. (Recommend that the Amendment be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)

L. **Text Amendment to Chapter 6. Alcoholic Beverages, Section 7A Classification and 7B License Fees. (Recommend that the Text Amendment be approved and the Ordinance passed.)**

8. **"Regular Agenda"**

A. **Presentation on Dam Safety at Lake Evergreen and Lake Bloomington and the need to Replace the Bridge Deck on the Evergreen Lake Spillway Bridge.** ***(5 minutes)***

B. **Professional Engineering Services Agreement with Hanson Professional Services Inc. for Design and Preparation of Emergency Action Plans for Lake Bloomington and Lake Evergreen and other services. (Recommend that the Agreement with Hanson Professional Services Inc. for Design and Preparation of Emergency Action Plans for Lake Bloomington and Lake Evergreen and other services be approved, in the amount of $374,573, and the Mayor and City Clerk be authorized to execute the necessary documents.)** ***(10 minutes)***

C. **Illinois Public Museum Capital Grant Program (IPMCGP) Application for Miller Park Zoo in the amount of $700,000. (That Council authorize staff to proceed with a Grant Application to the State of Illinois for a Zoo Entrance Enhancement Project and the City Manager be authorized to execute the necessary documents.)** ***(15 minutes)***

D. **An Ordinance Establishing the Salary for the City Manager. (Recommend that the Ordinance be passed.)** ***(10 minutes)***

E. **City Board and Commission Term-Limits. (Recommend that the Ordinance be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)** ***(15 minutes)***

9. **Mayor's Discussion**

10. **City Aldermen's Discussion**

11. **Executive Session – cite section**

12. **Adjournment**

13. **Notes**

FOR COUNCIL: January 13, 2014

SUBJECT: Council Proceedings of December 9 and December 16, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of December 9 and December 16, 2013 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of December 9 and December 16, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for December 9 and December 16, 2013

Motion: _____ Seconded by: _____

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

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, December 9, 2013.

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, Jennifer McDade, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

City Manager David Hales, City Clerk Tracey Covert, and Asst. Corporate Counsel Rosalee Dodson were also present.

Staff absent: Todd Greenburg, Corporation Counsel.

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.

Phil Boulds, 1 Palm Ct., addressed the Council. He was the owner/operator of Mugsy's, located at 1310 N. Main St. and served as President of the Main St. Association. He opposed the Downtown Strategy and Form Based Codes. The Downtown Strategy before the Council this evening was basically the same as the one presented in 2009/2010. The words Form Based Code had been removed. He also cited the Main St.: Call for Investment plan which also included a Form Based Code. He believed that additional time should be allowed to review the Downtown Strategy to insure a full understanding of the plan. He requested that the item be removed from the Council's meeting agenda.

Alton Franklin, 508 Patterson Dr., addressed the Council. He planned to address a few items. He expressed his admiration for Nelson Mandela but opposed the American flag being posted at half-mast. He also addressed the Downtown Strategy. The changes made to this plan were minor. He cited the Council's Questions & Answers document. He concurred with Mr. Boulds' comments. This item should be laid over and the Council needed to put more thought into this plan. Finally, he addressed the proposed change to Council representation. He did not believe that an alderman could act as a private citizen. He believed that an alderman had influence. The ward size would be increased by fifty percent (50%) and there would be three (3) at large aldermen. This proposed change had been presented as what would be in the best interest of the City. It was the Mayor's role to address the City as a whole.

Bruce Meeks, 1402 Wright St., addressed the Council. He cited the Council subcommittee experiment. He had prepared a summary report. He informed the Council that he had reported them to the McLean County State's Attorney's Office for misconduct. He reviewed his report. He took the Open Meeting Act seriously. He did not believe that the Council had followed the rules.

The following was presented:

SUBJECT: Council Proceedings of November 25, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of November 25, 2013 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of November 25, 2013 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of November 25, 2013 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, McDade, 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 Wednesday, December 4, 2013 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointments to the Property Maintenance Review Board and the Building Board of Review and Reappointment to the Historic Preservation Commission

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

STRATEGIC PLAN LINK: Goal 3. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong partnership with residents.

BACKGROUND: I ask your concurrence in the following reappointment:

Historic Preservation Commission:

Brad Williams of 613 E. Grove #1, Bloomington 61701. His four (4) year term will expire April 30, 2017.

I ask your concurrence in the following appointments:

Property Maintenance Review Board:

Mark Fetzer of 1713 Whitmore Ct., Bloomington 61704. His three (3) year term will expire April 30, 2016.

Building Board of Review:

Jeffrey Brown of 8743 N. 1550 East Rd., Bloomington 61705 as a Plumber member. His four (4) year term will expire April 30, 2017.

Douglas Dodson of 1003 S. Debra Ln., Pontiac 61764 as a Plumber member. His four (4) year term will expire April 30, 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacted all appointments and reappointment.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Appointments and Reappointment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Meeting Dates for Calendar Year 2014

RECOMMENDATION/MOTION: That the Council Meeting dates be approved with the exception that the second meeting in December be held on December 15, 2014.

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

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

BACKGROUND: The Open Meeting Act, (OMA) requires that public notice be given of the regular schedule of meetings at the beginning of the calendar or fiscal year. The City has a history of preparing this list on the calendar year basis. City staff is currently in the process of preparing the Annual List of Meetings.

The Council's second meeting in December would fall on Monday, December 22, 2014, (the City's Christmas holidays will be Wednesday and Thursday, December 24 and 25, 2014). It is recommended that this meeting be moved to December 15, 2014. The OMA allows for a change to a single regular meeting date.

January 13 & 27, 2014
February 10 & 24, 2014
March 10 & 24, 2014
April 14 & 28, 2014
May 12 & 27 *(Tuesday)*, 2014
June 9 & 23, 2014
July 14 & 28, 2014
August 11 & 25, 2014
September 8 & 22, 2014
October 13 & 27, 2014
November 10 & 24, 2014
December 8 & 15 *(Third Monday)*, 2014

The Committee of the Whole meets on the third Monday of each. The exception would be that the Committee would not meet in December 2014.

January 21 *(Tuesday)*, 2014
February 17, 2014
March 17, 2014
April 21, 2014
May 19, 2014
October 20, 2014
July 21, 2014
August 18, 2014
September 15, 2014
October 20, 2014
November 17, 2014

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Council Meeting dates be approved with the exception that the second meeting in December be held on December 15, 2014.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Ratification of Collective Bargaining Agreement (Contract) with Police Benevolent Labor Committee Telecommunicators for the Period of May 1, 2011 through April 30, 2014

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On November 16, 2012 the parties began negotiating the terms for a collective bargaining agreement to replace the contract that expired on April 30, 2011. The expired contract was located on the City's web site (www.cityblm.org). A draft of the new contract was provided to the Council. On October 25, 2013 the parties reached Tentative Agreements on the issues listed below. On November 15, 2013 the Union ratified all Tentative Agreements.

Shift Assignment

- Ability for the City to reserve a shift, not specific days off, for probationary employees in order to train them.
- Ability to bid on shift slots when a vacancy occurs. This is limited to two (2) consecutive vacancies.

Shift Trading

- Clarified that for the purpose of calculating wages and overtime payments both employees involved in a shift trade will be paid as if they worked their originally scheduled shifts.
- Employees who commit to a shift trade will be responsible for working the shift and may be disciplined for failing to work their half of the shift trade.
- Employees are not eligible to use benefit time, other than sick leave, to cover a shift trade.

Sick Leave

- Employees suspected of Sick Leave Abuse may be required as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed.
- Updated Sick Leave Abuse language.
- Eliminate Rapid Accrual of Sick Leave for employees hired after May 1, 2012.
- Eliminate Sick Leave Buy Back for employees hired after contract ratification date.

Scheduled Leave Days

- Defined a slot as any and all hours filled through the overtime procedure defined in Section 9.3 Overtime.
- Scheduled or unscheduled sick leave will not count towards the two (2) slots available for the use of scheduled leave days.
- All scheduled leave days must be taken in no less than one (1) hour increments.
- Scheduled leave days approved cannot be revoked.
- Scheduled leave day requests will not be processed until after the vacation bid process is completed.

Tuition Reimbursement

- Requirement that classes are taken at an accredited college or university.
- Requirement that a TCM must have completed three (3) years of service in order to be eligible for Tuition Reimbursement.
- Requirement that the TCM execute a promissory note in the event they leave the department within one (1) year of reimbursement.

Subcontract Language

- Right to contract out any work the City deems necessary in the interest of efficiency, economy, improved work product or emergency.
- Ability to implement the decision prior to the conclusion of impact or effects bargaining.

Overtime

- Updated Overtime hold over/force-in language.

Wages

- May 1, 2011 wage increased by 2%.
- May 1, 2012 wage increased by 2%.
- May 1, 2013 wage increased by 2%.
- $500 Signing Bonus for those on payroll at time of ratification.
- Increased Seasonal Pay to the base wage of a full-time (FT) TCM.
- FT employees on payroll at time of contract ratification will receive retroactive pay to May 1, 2011.
- Seasonal employees on payroll at time of contract ratification will receive retroactive pay back to May 1, 2013.

Other

- Clarified seasonal employees are not eligible for overtime after eight (8) hours in a day.
- Clarified the proper form for grievances and timeline for filing grievances.
- Cleaned up Vacation bid language.
- Updated Personal Convenience Leave in accordance with the Scheduled Leave language.
- Updated Court Days in accordance with Scheduled Leave language.
- Updated Floating Days off in accordance with the Scheduled Leave language.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and Telecommunicators Union.

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

- Increase in wage tables by 2% effective May 1, 2011 (with retro). Increase in wage tables by 2% effective May 1, 2012 (with retro). Increase in wage tables by 2% effective May 1, 2013 (with retro). Estimated cost of these increases on base pay, during the term of the contract, is $70,000.
- Elimination of Sick Leave Buy Back for new hires at retirement.
- Elimination of ability to accrue additional sick leave benefits upon exhaustion of sick leave.
- Eliminating scheduled or unscheduled sick leave from available slots has the potential to increase overtime.
- $500 Signing Bonus for bargaining unit employees on payroll at time of ratification. Estimated at eighteen (18) employees for a cost of $9,000.
- Estimated increase for seasonal TCM employees being paid at the base rate of a full-time TCM is $2.05 per hour effective on the May 1, 2013 wage table. The estimated cost of affecting these increases through retro pay back to May 1, 2013 is $1,423.

Respectfully submitted for Council consideration.

Prepared by:	Angie Brown, Human Resources Specialist
Reviewed by:	Emily Bell, Director of Human Resources Darren Wolf, Communication Center Manager Brendan Heffner, Chief of Police
Financial & budgetary review by:	Patti-Lynn Silva, Director of Finance
Legal review by:	Lisa Callaway, Clark Baird Smith, LLP George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, 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 March 29, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Jacob Thelander and C. Sophia Petsas to allow moderate consumption of alcohol at Miller Park Pavilion for their wedding reception on March 29, 2014. Present at the hearing were Liquor Commissioners Tari Renner, Steve Stockton, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Brendan Heffner, Police Chief and Kenneth Bays, Acting Asst. Police Chief, and Renee Gooderham, Chief Deputy City Clerk; and Jacob Thelander, groom and C. Sophia Petsas, bride.

Staff absent: Tracey Covert, City Clerk.

Commissioner Renner opened the Public Comment section of the meeting. No one came forward to address the Commission.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Jacob Thelander, groom and C. Sophia Petsas, bride, addressed the Commission. The wedding was scheduled for March 29, 2014 at the Miller Park Pavilion. They planned to invite 130 guests. Redbird Catering, located at 1507 N. Main St., would be retained to provide the food and liquor service, which would be limited to beer and wine only. The reception would start at 4:00 p.m. The Miller Park Pavilion must be vacated by 11:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Stockton that the request of Jacob Thelander and C. Sophia Petsas to allow moderate consumption of alcohol at the Miller Park Pavilion for their March 29, 2014 wedding be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the November 12, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Recreation & Cultural Arts

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 - 87

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, Jacob Thelander and C. Sophia Petsas are planning to hold their wedding reception at the Miller Park Pavilion from 3:00 p.m. to 11:00 p.m. on March 29, 2014; and

WHEREAS, Jacob Thelander and C. Sophia Petsas have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on March 29, 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 December, 2013.

APPROVED this 10th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, 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 22, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Michael Skolmoski and Karen Bunker to allow moderate consumption of alcohol at Miller Park Pavilion for their wedding reception on November 22, 2014. Present at the hearing were Liquor Commissioners Tari Renner, Steve Stockton, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Brendan Heffner, Police Chief and Kenneth Bays, Acting Asst. Police Chief, and Renee Gooderham, Chief Deputy City Clerk; and Karen Bunker, bride.

Staff absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Karen Bunker, bride, addressed the Commission. The wedding was scheduled for November 22, 2014 at the Miller Park Pavilion. She planned to invite 130 guests. Lancaster's Fine Dining, located at 513 N. Main St., would be retained to

provide the food and liquor service, which would be limited to beer and wine only. The reception would start at 5:00 p.m. The Miller Park Pavilion must be vacated by 11:00 p.m.

Motion by Commissioner Jordan, seconded by Commissioner Stockton that the request of Michael Skolmoski and Karen Bunker to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 22, 2014 wedding be approved.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the November 12, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Recreation & Cultural Arts

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 - 88

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, Michael Skolmoski and Karen Bunker are planning to hold their wedding reception at the Miller Park Pavilion from 5:00 p.m. to 10:00 p.m. on November 22, 2014; and

WHEREAS, Michael Skolmoski and Karen Bunker have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on November 22, 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 December, 2013.

APPROVED this 10th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, said expansion to the restaurant 1840 sq. ft. into the area f/k/a the Mini Mart

RECOMMENDATION/MOTION: That the request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, said expansion to the restaurant 1840 sq. ft. into the area f/k/a the Mini Mart be approved.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, said expansion to the restaurant 1840 sq. ft. into the area f/k/a the Mini Mart. Present at the hearing were Liquor Commissioners Tari Renner, Steve Stockton, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police

Chief, and Renee Gooderham, Chief Deputy City Clerk; Eric Trujillo, applicant representative; and Hal Jennings, applicant's legal counsel.

Staff absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and noted that Mr. Trujillo was present along with Hal Jennings, legal counsel. He informed the Commissioners that a Special Use petition was approved by Council on October 14, 2013. The petition addressed the need to amend parking requirements for restaurants.

Hal Jennings, applicant's legal counsel, addressed the Commission. The location was a single building which received two (2) tax assessment bills. Mr. Trujillo opened his business approximately five (5) years ago. The west end was a small grocery store. The east was a restaurant. Mr. Trujillo could not maintain the store. The restaurant has been a success. He was wanted to expand the restaurant.

Commissioner Renner asked for anyone to step forward to speak in support of or in opposition to the application. No one came forward.

Commissioner Tompkins noted no concerns with the application. Mr. Trujillo had assisted with the area's rehabilitation.

Commissioner Stockton stated that he was in favor of granting the expansion. He believed the building should remain a neighborhood restaurant. There should be no live entertainment. He questioned if the kitchen remained open when the restaurant closed at 2:00 a.m. (on Friday and Saturday per City code).

Eric Trujillo, owner/applicant, addressed the Commission. He responded affirmatively. The restaurant was open for two (2) years prior to requesting a liquor license.

Commissioner Stockton questioned the atmosphere at the hours of 12:00 a.m. (midnight) to 1:00 a.m. Mr. Trujillo stated a few customers would be watching sports. It could be described as a sports bar atmosphere. Commissioner Stockton stated concern that establishments become taverns at those hours. Mr. Trujillo responded that food would still be served. Families were still able to order from the menu. Commissioner Stockton suggested using a wait and see approach. If the Commission discovered that the establishment was operating more as a tavern at those hours then tavern rules would be applied.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He questioned closing hours. Mr. Trujillo stated Monday through Wednesday 9:00 p.m. and Thursday through Sunday 1:00 a.m. He also stated if no one was in the establishment they usually close.

Commissioner Renner stated there was community support. The establishment needed to remain a restaurant.

Mr. Boyle noted that complaints had been received last year. He cited concern with the Thursday closing hour.

Clay Wheeler, Asst. Police Chief, addressed the Commission. The complaints referred to the establishment operating as a tavern. Police Officers found that a tavern had been operating in the area between the kitchen and former Mini Mart. The belief was the restaurant operated as tavern later in the evening.

Commissioner Stockton clarified that the liquor expansion included the west side of the building, formerly known as the Mini Mart.

Mr. Jennings stated the east side had five (5) bar stools and the west would have six (6) bar stools with a bar. Tables would be set up to assist with the expansion of food service. Commissioner Stockton believed that the establishment operated as a tavern during the late evening hours.

Mr. Boyle questioned alcoholic beverages outside. Mr. Trujillo responded negatively.

Motion by Commissioner Tompkins, seconded by Commissioner Stockton that the request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, said expansion to the restaurant 1840 sq. ft. into the area f/k/a the Mini Mart be approved.

Commissioner Jordan abstained due to the professional and personal relationship with Mr. Jennings.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on November 4, 2013 in accordance with City Code. In accordance with City Code, approximately 97 courtesy copies of the Public Notice were mailed on November 4, 2013. In addition, the Agenda for the November 12, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the request for an expansion of premises by TVEO Corporation, d/b/a Eric's Mini Mart & Restaurant, located at 903 W. Wood St., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, said expansion to the restaurant 1,840 sq. ft. into the area f/k/a the Mini Mart be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: A Resolution Establishing Prevailing Wages to be Paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington

RECOMMENDATION: That the Resolution be adopted.

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

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

BACKGROUND: The Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged in such work, and shall require that all contractors of the City pay those wages to their workers.

It is now permitted for public bodies to require contractors to ascertain prevailing wages by checking with the Illinois Department of Labor and paying the most current prevailing wage, which this resolution will require if passed.

The resolution also requires contractors to submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

The staff believes adoption of this resolution is in the best interests of the citizens of the City and recommends its passage and approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable. The resolution is required by state law.

FINANCIAL IMPACT: Unknown at this time.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Ernestine Jackson, Human Relations

Reviewed by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2013 - 16

A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 9th day of December, 2013

APPROVED this 10th day of December, 2013

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3c. Revitalization of older commercial properties.

BACKGROUND: The former Freedom Oil Gas Station, located at 606 N. Clinton St., owned by Andy & Associates, was reported to the Illinois Environmental Protection Agency (IEPA) in September 2010 for having underground fuel tanks remaining after the business had closed.

As part of the IEPA process, specific steps must be taken to determine the extent of contamination and establish a plan for containment. In October 2010, two (2) underground gasoline storage tanks and one (1) underground diesel storage tank were removed by the owners.

Environmental Management, Inc. (EMI) was then chosen by Andy & Associates to address the contamination issue. Multiple soil borings and monitoring wells were used to fully delineate the contamination area. Once the soil and groundwater contamination plumes were fully delineated, EMI approached the City to request a groundwater ordinance be passed that prohibits the installation of potable water wells for the Andy & Associates property and the adjacent property to the south and the right of way adjacent to the east.

The property located south of the former Freedom Oil (604 N. Clinton St.) was included in the ordinance due to a slight contamination identified by a monitoring well positioned at the lot line between the two properties. If the ordinance is passed, EMI will formally notify the owner of the property at 604 N. Clinton St.

EMI provided a model groundwater ordinance that is currently being accepted by the IEPA as a valid institutional control. EMI has requested this Ordinance be passed by the City. The IEPA requests that municipalities pass location specific ordinances to further ensure public safety. This is in addition to the fact that the City prohibits potable water wells. The passage of the ordinance will also allow Andy & Associates to obtain a 'No Further Remediation' letter from the IEPA which will allow them to market their property for commercial purposes only.

The City has approved similar Groundwater Ordinances for other contaminated locations in the past. Most recently for the former Richard's Sunoco Service Station located at 1002 N. Main St. in April 2008 and the former Clark Gas Station located at 301 W. Market St. in November 2010.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 - 89

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR DRILLING OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, certain properties in the City of Bloomington, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Bloomington desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, Illinois;

SECTION 1: Use of groundwater as a potable water supply prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including at points of withdrawal by the City of Bloomington, is hereby prohibited within the area described as follows:

Beginning at the northwest corner of Parcel No. 21-04-278-026, on the south of right-of-way line of Mulberry Street, thence east to the east right-of-way line of Clinton Street (U.S. Route 150), thence south along said east right-of-way line of Clinton Street to the projected intersection of the east right-of-way line of Clinton Street and the south line of Parcel No. 21-04-278-027, thence west, along said projected south line of Parcel No. 21-04-278-027 to the southwest corner of Parcel No. 21-04-278-027, thence north, along the west lines of Parcels No. 21-04-278-027 and 21-04-278-026 to the point of beginning.

SECTION 2: Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of not less than $50.00 or more than $100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 3: Definitions.

Person is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

Potable water is any water for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION 4: Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

SECTION 5: Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

SECTION 6: Effective date.

This ordinance shall be in full force and effect from and after its passage, approved and publication as required by law.

PASSED this 9th day of December, 2013.

APPROVED this 10th day of December 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 2, Block 25 of Camp Potawatomie, from Michael T. Reuter and Monique E. Reuter, to Thomas E. Hettinger

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

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

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 2, Block 25 of Camp Potawatomie, from Michael T. Reuter and Monique E. Reuter, to Thomas E. Hettinger and found the petition to be in order. The sewage disposal system inspection was completed in mid-August 2013. The septic system appeared to be functioning normally at that time. The septic system seepage field is undersized for a four (4) bedroom home with a garbage disposal. However, the system is a subsurface discharging system which means its discharge percolates through the ground rather than discharging to a ditch and then into the reservoir. A subsurface discharging system poses little threat to the reservoir should it fail. The age of the sewage disposal system is thirty-one (31) 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. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

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. That will increase with the new lease to the current formula, ($0.40 per $100 of Equalized Assessed Value). With this lake lease transfer, the lake lease formula will generate approximately $284.03 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lease Revenue (50100140 - 57590). Stakeholders may locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement" on page 149.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Lake Lease 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, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 7 and the west half of Lot 6, of Peoria Pointe from Kenneth C. Browning and Carol W. Browning, to Eric and Kelly Ekstam

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

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

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 7 and the west half of Lot 6, of Peoria Pointe from Kenneth C. Browning and Carol W. Browning, to Eric and Kelly Ekstam and found the petition to be in order. The sewage disposal system inspection was completed in late October 2013. The septic appeared to be functioning normally at that time. The septic system seepage field is undersized for a four (4) bedroom home with a garbage disposal. However, the system is a subsurface discharging system which means its

discharge percolates through the ground rather than discharging to a ditch and then into the reservoir. A subsurface discharging system poses little threat to the reservoir should it fail. The age of the sewage disposal system is over forty (40+) 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. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

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. With this lake lease transfer, the lake lease formula will generate about $505.54 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lease Revenue (50100140 - 57590). Stakeholders may locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement" on page 149.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Lake Lease 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, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Adoption of the 2013 Tax Levy in the amount of $23,219,066

RECOMMENDATION/MOTION: That the 2013 Tax Levy be approved and the Ordinance passed.

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

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

BACKGROUND: There are three components of the property tax formula that affect an increase or decrease in a homeowners property taxes. The dollar amount requested by the City or any of the other overlapping tax districts, the amount of the final Equalized Assessed Value (EAV) which is one third of the properties assessed value, and the tax rate that is generated by dividing the dollar amount by the EAV:

$$\text{Tax formula:} \quad \frac{\text{Dollar Levy}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its tax levy based on a *preliminary* EAV which is an estimate and subject to the appeals process. The Final EAV is completed by January 1, 2014. The tax rate generated is later applied to individual property owner's tax bills on April 1, 2014 and bills are sent out on May 1st.

$$\text{2013 Tax formula Estimate (Preliminary EAV):} \quad \frac{\$23{,}219{,}066}{\$1{,}768{,}687{,}513} \quad 1.31279\%$$

This year the City's tax levy estimate is $23,219,066, *(see Exhibit 1 for the tax levy break out by component,)* which appears to result in a lower tax rate than last year. Depending on what happens to the City's Final EAV homeowners could receive a slight decrease in property taxes levied by the City. (*See Exhibit 2 for estimated impact to individual homeowners.)*

The City's tax levy is made up of the following ten (10) components explained briefly below:

1. Bonds & Interest – this levy is used to fund costs associated with city owned debt instruments. The general obligation debt (GOB) service is approximately $8,846,034 for FY 2014, (excluding capital leases and IEPA loans for enterprise funds). The City levied $2,180,143 in FY 2014 or approximately 24.6% of total GOB debt. The balance is abated and paid from other revenue sources. There is no increase recommended in the 2013 levy.

2. Fire Pension – this levy is used to fund contribution for employees eligible for a fire pension. The FY 2014 minimum statutory contribution was $2,902,472 as calculated by Tepher Consulting and was levied at 100%. This year's levy will be increased $1,000,000 to the minimum contribution as calculated by the Illinois Department of Insurance or the first phase of the City's new pension funding methodology; both of which are equal in year one.

3. Fire Protection - this levy is used to fund costs associated with fire protection. Fire protection costs (net of departmental revenue and pension) are approximately $10,908,079 for FY2014. The City levies roughly 10.8% of this cost and is recommended to remain flat in the 2013 levy.

4. General Corporate – this levy is used to fund the general operations of the City, this component of the levy has been increased in the past to supplement the road resurfacing program which has grown to approximately $4 million dollars in FY 2014. This portion of the 2013 levy is recommended to be reduced by approximately $1.6 million dollars to offset Police and Fire pension funding increases. If the $1.6 million reduction in levy cannot be absorbed by other City revenues then the road resurfacing program may need to be reduced. Note: $10,000,000 road resurfacing and sewer bond was issued in October 2013.

5. Illinois Municipal Retirement Fund (IMRF) – this levy is used to fund portions of the annual pension contribution for employees eligible for the Illinois Municipal Retirement Fund. The FY 2014 minimum statutory contribution is based on a percentage of payroll and was budgeted at $3,595,407. The City levied for approximately 70% of the required minimum contribution in FY 2014 and paid the balance from other revenue sources. This portion of the 2013 levy is recommended to remain flat.

6. Police Pension – this levy is used to fund the minimum annual statutory required contribution for employees eligible for a police pension. The FY2014 minimum statutory contribution was $3,181,581 as calculated by Tepher Consulting and was levied at 100%. This year's levy will be increased $576,419 to the minimum contribution as calculated by the Illinois Department of Insurance or the first phase of the City's new pension funding methodology; both of which are equal in year one.

7. Police Protection – this levy is used to fund costs associated with police protection. Police protection costs (net of departmental revenue and pension) are approximately $15,092,090 for FY2014. The City levies approximately 8.9% of this cost and is recommended to remain flat in the 2013 levy.

8. Public Parks – this levy is used to fund costs associated with public parks. Park costs which include: administration, maintenance, recreation, aquatics, Miller Park Zoo, and the Pepsi Ice Center (net of departmental revenues) are approximately $5,795,569 for FY 2014. The City levies about 17.2% of these costs and is recommended to remain flat in the 2013 levy.

9. Social Security – this levy is used to fund costs associated with the cities portion of social security for eligible employees. The FY 2014 social security costs are estimated at $2,069,002; The City levies roughly 70% of this cost and is recommended to remain flat in the 2013 levy.

10. Library – this levy is used to fund costs associated with the Library. The FY 2014 estimated Library costs are $4,513,477 net of departmental revenue. The City levied for

100% of the net Library costs in FY 2014. The 2013 levy will increase by $33,263 to a total of $4,546,710 as requested by the Library Board.

Expenditures related to the property tax levy are primarily related to operations with the exception of the Library estimate which includes contributions to capital, and any portions of the General Corporate component contributed to the road resurfacing program.

COUNCIL COMMITTEE BACKGROUND: A preliminary discussion of the 2013 tax levy was held at the October 21, 2013 Committee of the Whole and the estimated 2013 tax levy was presented at the November 12, 2013 City Council meeting both public meetings.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Both the Police and Fire Pension Boards have actively participated pension funding discussions and have been communicated with in regards to the Police and Fire Pension contributions portions of the 2013 tax levy.

FINANCIAL IMPACT/ANALYSIS: The City Manager and Finance Director recommend the Council adopt the tax levy as estimated of $23,219,066 which increases the overall levy by $33,233 to fund Library's FY2014 budget request. A redistribution of the remaining components of the levy enables the city to increase its pension funding for both the Police and Fire Pensions in accordance with the new Pension Funding Ordinance without increasing the overall levy.

Finance has created three (3) exhibits: Exhibit 1 depicts the recommended levy by component; Exhibit 2 is the estimated impact to the individual homeowner; and Exhibit 3 is history of City's levies as previously adopted.

Respectfully submitted for Council consideration.

Prepared by: Patti – Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 - 90

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2013 AND ENDING APRIL 30, 2014 FOR THE CITY OF BLOOMINGTON

Be it ordained by the City Council of the City of Bloomington, Illinois:

Section One. (a) The sum of Twenty-three Million Two Hundred Nineteen Thousand and Sixty – Six dollars ($23,219,066) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2013 and ending April 30, 2014, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2013 and ending April 30, 2014 as passed by the City Council of said City at its regular meeting held on the 8th of April, 2013, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MC LEAN COUNTY, ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2013 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows ($1 difference due to rounding):

I.	General Corporate Purposes	$1,287,233
II.	Police Protection Fund	1,354,421
III.	Fire Protection Fund	1,183,228
IV.	Public Parks	1,001,415
V.	Fire Pension Fund	3,946,000
VI.	Illinois Municipal Retirement Fund	2,502,907
VI.	FICA Taxes Fund	1,459,009
VII.	Police Pension Fund	3,758,000
VIII.	General Bond and Interest	2,180,143
XI.	Public Library Fund	4,546,710
		$23,219,066

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the

appropriate tax books for the fiscal year of said City beginning May 1, 2013 and ending April 30, 2014.

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

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of $23,219,066.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

PASSED by the City Council of the City of Bloomington, Illinois, this 9th day of December, 2013.

APPROVED by the Mayor of the City of Bloomington, Illinois, this 10th day of December, 2013.

Mayor Renner noted that the City faced funding difficulties. The Council had held the line on property taxes. Property tax revenue equaled fourteen percent (14%) of the City's budget and also equaled fourteen percent (14%) of property owners total property tax bill.

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the 2013 Tax Levy 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, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Financial and Programmatic Policy Options Related to the Solid Waste Program

RECOMMENDATION/MOTION: Recommend that the Text Amendment to Sections 300.7 and 301.6 and addition of Sections 301.7 and 301.8 to Chapter 21. Refuse of the City Code be approved and the Ordinance passed.

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

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

BACKGROUND: At the November 25, 2013 Council Meeting, staff proposed ordinance amendments regulating solid waste operations which would address the Solid Waste Enterprise Fund structural deficit by eliminating the General Fund subsidy to solid waste operations by FY2018. The proposal by staff did not gain sufficient support from Council. However; a modified proposal has been drafted by the Mayor and several members of the Council intended for full Council consideration. The following table highlights current service, the previous staff proposal, and the modified proposal prepared by the Mayor and several Council members:

	Current Service	Previous Staff Proposal	Modified Proposal
Monthly fee	$16 all carts	$16 for 35-gallon carts, $18 for 65-gallon carts, $20 for 95-gallon carts in FY2015, and $3 stickers for any additional bags; in FY2016 each cart size would experience a $2 increase; in FY2017 there would be no fee increase; and in FY2018 each cart size would increase by $1.	$16 for 35-gallon carts; $21 for 65-gallon carts; $25 for 95-gallon carts; $3 stickers for any additional bags
Bulk Waste	2 loads[1] per week no additional charge, $25 each additional	$25 for every load	1 load every other week at no additional charge, $25 each additional load

	Current Service	Previous Staff Proposal	Modified Proposal
	load		
Brush, yard waste[2]	Unlimited pickup at no additional charge	2 loads of brush waste per week at no additional charge, $25 each load after, leaf collection unlimited pickup at no additional charge	Unlimited pickup at no additional charge
Recycling	Every other week, no additional charge	Every other week, no additional charge	Every other week, no additional charge
Automated Refuse Cart	Original cart provided at no charge	Original cart provided at no charge	Original cart provided at no charge, $30 fee for increased cart size change
Automated Recycle Cart	$60 additional cart fee		No charge for additional cart[3].

[1] Load means 1 front end loader bucket scoop with a volume capacity of 2.25 cubic yards
[2] Grass clippings must be delivered by residents to the City's drop off facility. All other brush and yard waste is collected curbside
[3] If approved staff will work to reimburse the ~30 solid waste customers which have already purchased a second recycle cart.

Financial Analysis

The following revenue and expense projections for the Modified Proposal account for reduced operational expenses and increased revenue in the City's Bulk Waste Program, (a program which has been found to be ten (10) times more expensive than containerized curbside collection), as well as increased revenue due to the introduction of a Pay As You Throw, (PAYT), sticker program. These projections are dependent upon assumptions developed in collaboration with Raftelis Financial Consultants in forecasting the amount of customers desiring 35-gallon, 65-gallon, and 95-gallon refuse carts:

Summary of Revenue and Expenses (in 000s)			
Revenue	**FY2013 Actual[1]**	**FY2014 Projected[2]**	**FY2015 Projected[3]**
Beginning Budgetary Fund Balance	$966	$429	$0
Curbside Rate Revenue	$4,869	$4,833	$7,136
Bulky/Brush Revenue	20	36	30
General Fund Transfer	1,304	2,116	0
Other Revenue	202	212	213
Total Revenue	$6,395	$7,197	$7,379
Expenses			
Labor and Labor-related	3,485	3,848	3,521
Materials and Supplies	2,133	2,464	2,474
Debt Service	1,074	1,074	1,142
Transfers	240	240	242

Total Expenses	6,932	7,626	7,379
Surplus/(Shortfall)	(537)	(429)	0
Ending Budgetary Fund Balance:	429	0	0[4]
Surplus/(Shortfall) as % of Revenue	-8.4%	-6.0%	0.0%

[1]FY2013 Adjusted to audited actuals
[2]FY2014 General Fund Transfer was adjusted to compensate for variance in fund balance as projected.
[3]FY2015 Debt Service was adjusted up for FY2015 request for 1 automated truck of $325,000 for 5 years at 2%.
[4]FY2015 The City's fund balance policy is to maintain working cash of two months of operations or a minimum of 10% of revenues in an enterprise fund.

As drafted by the Mayor and several members of the Council, the Modified Proposal is projected to eliminate the need for a General Fund subsidy in FY2015. These revenue forecasts are based on the following number of customers desiring specific varied cart sizes:

Carts:	FY2015
35 gallon refuse cart	2,000
65 gallon refuse cart	8,000
95 gallon refuse cart	15,000
Subtotal - # of refuse carts	25,000

Operational Analysis

The Modified Proposal represents some challenges which are important to highlight. Bi-weekly bulk waste collection is a significant challenge which staff does not believe will yield large cost savings. To collect bulk waste the City utilizes large front end loaders with a bucket scoop in the front. The loader scoops up bulk waste curbside and dumps the materials into a dump truck. Once the dump truck is full, the truck leaves for the landfill and another empty dump truck takes its place. Staff is concerned that switching to bi-weekly bulk waste service will generate two (2) times the volume of a normal bulk waste collection week. This would result in the dump trucks filling up quicker with bulk waste while the front end loader sits and waits for the next available dump truck to make it back from the landfill. This would result in slower and less efficient operations. It is also important to note that staff utilizes the same equipment for bulk waste collection as they do brush collection. With this in mind, another concern to reducing bulk waste to every other week but keeping brush collection every week is the best utilization of equipment and resources. Staff will already be servicing every home for brush collection each week but will be returning on alternating weeks for bulk waste collection. This will inherently introduce confusion amongst customers and would not represent the best use of City resources. ***Staff would recommend continuing weekly bulk waste service and incorporating the Modified Proposal's recommendation of one (1) free bucket load and $25 for each additional bucket load.***

Future Consideration (Not intended to delay any current decision before the Council)

Staff plans to research and evaluate the feasibility of weekly recycle collection. Weekly collection has the potential to increase efficiencies, reduce confusion, enhance customer service

and further increase the City's waste diversion from the landfill. This is not something staff has available at this time but plans to fully vet the cost benefits of implementing such a program.

Unlimited brush waste collection exposes the program to potential abuse. The City does experience instances where individuals take advantage of the unlimited service and unfairly reap benefits which are afforded by the average customer. Recently, a customer had seven (7) large trees out for collection which were claimed to be cut down by the individual overnight without the assistance of a contractor. In these instances the City has collected the materials from the customer. On a regular weekly basis, the City does not collect more than a dozen stops which have over two (2) bucket loads of brush waste.

The bed of a standard sized pick-up truck will hold two (2) cubic yards of mulch, which would be level with the top. Each bucket load provided by the City is 2.25 cubic yards. Two (2) bucket loads provided by the City totals 4.50 cubic yards of waste.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Lengthy research, public discussions, citizen surveys, (almost 800 responses), interactive focus group sessions with landlords and the general public, and seven (7) presentations to Council regarding the status of the Solid Waste Program analysis has occurred over the past year regarding the full range of refuse services.

FINANCIAL IMPACT: Historically, the General Fund, (or the taxpayers), has subsidized the City's refuse operations. Initially, the subsidy was 100%. The City did not establish a fee until 2004. The subsidy for FY 2014 is projected to be twenty-nine percent, (29%). The City will continue to analyze this fund since a twenty-nine percent (29%) subsidy represents approximately $2.1 million loss in uncovered costs. It is projected that by the end of FY 2014, the Solid Waste Fund will have a zero fund balance. ***The City's fund balance policy for Enterprise Funds requires working cash of two (2) months of annual operations or minimum of ten percent (10%) of annual revenues.***

Respectfully submitted for Council consideration.

Prepared by:	Alex McElroy, Asst. to the City Manager
Financial & budgetary review:	Patti-Lynn Silva, Director of Finance
Legal review by:	Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales, City Manager

ORDINANCE 2013 - 91

AN ORDINANCE AMENDING CHAPTER 21 OF THE BLOOMINGTON CITY CODE RELATING TO REFUSE SERVICES BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. That Sections 300.7 and 301.6 of Chapter 21 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Section 300.7: Bulk Waste Collection.

Bulk waste and building waste may be collected by the City under rules established by the Director of Public Works and approved by the City Manager, but only with respect to bulk waste or building waste generated or created by the occupant or owner of residential property, with proper permits, as needed. The City will not collect bulk waste or building waste generated or created by any contractor, subcontractor or other person for hire and/or bartering. The City will not collect any sod, concrete, bricks or shingles unless the resident who participates in the bulk waste collection program requests a pickup of such sod, concrete, bricks or shingles. After such a request is made, the City will pick up such sod, concrete, or shingles and will charge the resident for the actual cost of the pickup and disposal of such material for anything beyond thirty-five pounds of material. The determination by the City of the weight of the material shall be final. ~~The volume limit on regular bulk waste items (excluding sod, concrete, bricks or shingles) will be two loader buckets per week.~~ The City will charge the resident twenty-five ($25.00) dollars per loader bucket for anything collected over one loader bucket weekly ~~two loader buckets per week~~.

Section 301.6: Refuse Fee.

Effective May 4, 2012, there shall be a charge for refuse collection of refuse to the owner and/or occupant of every dwelling unit for which refuse service is actually provided by the City. Such fee shall be in the amount of sixteen dollars ($16.00) per month per single family dwelling and sixteen dollars ($16.00) per month for each unit in a two family or multi-family dwelling. Effective May 1, 2014, for a single family dwelling and for each unit in a two family or multi-family dwelling, such fee shall be based on the size of the refuse cart as follows: sixteen dollars ($16.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for one 35-gallon refuse cart; twenty-one dollars ($21.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for one 65-gallon refuse cart; and twenty-five dollars ($25.00) per month, per single family dwelling and for each unit in a two family or multi-family dwelling for a 95-gallon refuse cart.

The refuse fee shall be payable on a monthly basis. There shall be a thirty dollar ($30.00) fee for any additional refuse carts provided by the City that are larger than the original cart. There shall be no charge for additional refuse carts that are the same size as the original cart or smaller. Failure to pay the fee upon billing by the City may result, at the City's option, in the placement of a lien against the real estate or may result in the filing of a complaint in Circuit Court seeking a

personal judgment against the owner or persons interested in the property subject to such refuse fee, termination of refuse services ~~ser vices~~, termination of water service or other remedies. The election of a particular remedy shall not constitute a waiver of any other remedy available to the City for collection of the refuse fee.

The owner of the dwelling unit, the occupant thereof and the user of the services shall be jointly and severally liable to pay such refuse fee and the services are furnished to the dwelling unit by the City only on the condition that the owner of the dwelling unit, occupant thereof and user of the refuse service are jointly and severally liable. The refuse fee for such refuse collection shall be paid in advance, for which the City of Bloomington shall provide refuse collection service ~~ser vice~~ to the dwelling unit at least once each week.

SECTION 2. That the Bloomington City Code, as amended, be further amended by adding Sections 301.7 and 301.8 to Chapter 21 as follows:

Section 301.7: Pay As You Throw Refuse Sticker.

An owner and/or occupant of a dwelling unit for which refuse service is provided by the City may purchase a refuse sticker in the amount of three dollars ($3.00) to pay for overflow bags of refuse set outside the automated refuse carts. These stickers shall be sold at designated locations to be determined by the City.

Section 301.8: Low-Income Refuse Fee Discount.

The City may offer a discounted rate for refuse collection based on an individual's income. The qualifying criteria for this discount shall be based on the federal poverty guidelines as provided in the *Federal Register* issued by the U.S. Department of Health and Human Services each year. Effective May 1, 2014, an owner and/or occupant of a dwelling unit for which refuse service is provided by the City, whose income level falls within the poverty guidelines, shall pay a fee in the amount of sixteen dollars ($16.00) per month, per single family dwelling.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended 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 ten (10) days after the date of its publication.

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 December, 2013.

APPROVED this 10th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

Alderman Sage recalled staff's original recommendation which would have phased in the increase to the solid waste fee over a three (3) year period. The version before the Council this evening called the fee increase to take effect on May 1, 2014. He cited respect for the City's residents and easing in this fee increase. He noted the economy and the limited pay raises that citizens had received in light of same.

Mayor Renner noted the effort to redraft the proposed text amendment to something the Council would live with. The goal was to leave solid waste services intact. In addition, the goal was to have the solid waste fee cover the cost for the various services provided. The fee was not graduated in the hopes that recycling would be incentivized. Bulk services would be provided weekly with a $25 fee for the second bucket full.

Alderman Black noted the effort to clearly link the cost to the cart size. In addition, residents could reduce their cost by participating in the City's single stream recycling program. He noted that based upon the cart size selected, there was a corresponding costs.

Alderman Schmidt expressed her concern regarding residents on fixed incomes. She understood the City's interest in the bottom line. She believed that this population would be able to select the thirty-five (35) gallon cart at a cost of $16 per month.

Mayor Renner added that the City planned to hold this cost at $16 per month.

Alderman Sage believed a three (3) year phased in approach would provide a line of sight.

Alderman Fazzini noted the City's investment in automated equipment. These new trucks would have a driver, (one manned truck). He expressed his opposition to the $3 sticker portion of the proposed text amendment.

Mayor Renner noted that this had been removed from the proposed text amendment. He addressed the logic for providing this service such as holidays, family

events, etc. This would allow a pay as you throw approach when a resident might have additional solid waste. He acknowledged that this might slow solid waste collection.

Alderman Lower stated that he was troubled by the areas that were not clearly defined. There was no history of amending City ordinances. He recommended that this text amendment be reviewed after the City had six (6) months of experience, (November 2014). He supported phasing in the solid waste fee. He noted that there was no plan for solid waste collection in the Downtown and/or apartment buildings. He believed that there were businesses that wanted to participate in the City's single stream recycling program. He added his concern for the elderly and/or disabled. He questioned their ability to manage a cart. He believed that the City could achieve additional savings by requiring all toters be placed on one side of the street.

Mayor Renner noted the recycling in the Downtown remained a challenge. The City would continue to work on this issue. He added that there were other issues which also needed to be addressed. He cited apartment buildings as one of them.

Alderman Mwilambwe was pleased by the Council's conversations regarding this issue. He believed that all had learned from same. He did not believe it possible to please everyone. He expressed his concern regarding the cost for the ninety-five (95) gallon cart. He believed that the amount of solid waste was tied to family size. He supported the idea of phasing in the solid waste fee. He noted that other local governing bodies were also considering tax/fee increases. Phasing in the solid waste fee would provide the residents with the ability to plan and adjust to this fee. He also believed that the numbers presented (regarding cart size) were speculative. The actual size of the carts selected would impact revenue. He also addressed automation and the $3 dollar sticker. He believed this option would be a burden on City staff. He recommended that the proposed text amendment be reviewed after the City had one (1) year of experience, (June 2015).

Alderman Schmidt added her support for follow up and feedback. She had carefully reviewed the proposed text amendment. She believed that Section 301.7 Pay As You Throw Refuse Sticker was unclear as it stated bags.

David Hales, City Manager, addressed the Council. He believed that the fee would be $3 per bag. Rosalee Dodson, Asst. Corporation Counsel, affirmed same.

Alderman Schmidt also addressed Section 301.8 Low-Income Refuse Fee Discount. She understood that the fee for the thirty-five (35) gallon cart would be $16. She believed that for residents who qualified for the discounted fee, ($16 per month), the fee was not related to size/number of toters.

She also expressed her concern regarding Section 300.7 Bulk Waste Collection. She noted that the bulk waste producers might be a tenant and not the property owner. She also believed that providing this service on a weekly basis would be costly.

Mr. Hales readdressed the Council. He had spoken with the Public Works Department's Refuse Division staff. They did not believe that there would be significant cost savings from bi-weekly collection. They cited the volume of waste, the equipment, vehicles and manpower required to support weekly collection. He noted City staff's experience in collecting bulk waste. He recommended that before any additional changes to bulk waste collection were made additional analysis should be completed.

Alderman Schmidt expressed her opinion that bulk waste should be paid for by those who use the service.

Mr. Hales noted that only one (1) bucket full would be provided at no charge.

Mayor Renner added this item to his list of things/issues that would require additional research.

Alderman Fruin expressed his belief that solid waste was a basic service. The proposed text amendment created differences. The fee for the ninety-five (95) gallon cart represented a fifty percent (50%) fee increase. The $3 sticker was contrary to automation. A revenue forecast was built upon cart distribution. He believed that the solid waste fee was based upon the cost of providing solid waste services and not the size of the cart. He also believed that weekly bulk pick up was costly. The Council's goal was for solid waste to be an Enterprise Fund. At this time, this program received assistance from the General Fund. Finally he noted the work involved on this item and expressed his hope that the proposed text amendment would be passed by the Council.

Alderman Black presented a phased in fee schedule:(FY 2015: 35 gallon = $16, 65 gallon = $18 and 95 gallon = $20; FY 2016: 35 gallon = $16, 65 gallon = $20 and 95 gallon = $23; FY 2017: 35 gallon = $16, 65 gallon = $21 and 95 gallon = $25) and $3 per bag. He believed that this would create a line of sight.

Alderman Stearns expressed her concern regarding apartment buildings in the central part of the City. There needed to be additional conversations regarding same. She questioned how duplexes would be charged.

Mayor Renner noted that at this time there would be no change to the current fee.

Alderman Black added that currently the solid waste fee was charged per unit for a two family or multi-family dwelling. There would be no change to this structure under the proposed text amendment.

Mayor Renner added that these structures were also included in the City's single stream recycling program.

Alderman Fruin expressed his support for phased in solid waste fees.

Motion by Alderman Black, seconded by Alderman Sage that the amended Text Amendment (which included a phased in fee schedule: FY 2015: 35 gallon = $16, 65 gallon = $18 and 95 gallon = $20; FY 2016: 35 gallon = $16, 65 gallon = $20 and 95 gallon = $23; FY 2017: 35 gallon = $16, 65 gallon = $21 and 95 gallon = $25 and $3 per bag), 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, McDade, Lower, Fazzini, Sage, and Black.

Nays: Alderman Fruin.

Motion carried.

The following was presented:

SUBJECT: Downtown Bloomington Strategy

RECOMMENDATION/MOTION: That the Downtown Bloomington Strategy be accepted and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6a. More beautiful, clean Downtown area; 6b. Downtown vision and plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6d. Healthy adjacent neighborhoods linked to Downtown; and 6e. Preservation of historic buildings.

BACKGROUND: In accordance with item #15 on the FY2014 Action Plan *(Downtown Master Plan)*, staff directed Farr Associates to make several revisions to the Downtown Bloomington Strategy which was originally published in 2009. The study area includes the area locally referred to as Downtown Bloomington, which is roughly bounded by Locust St. to the north, Prairie St. to the east to Douglas St., Gridley St. to the east from Douglas St. to Jackson St., Jackson St. and Water St. to the south, and Lee St. to the west. Key areas of focus within the document include retail planning, land use recommendations, parking needs and mobility concerns, among others. Ultimately, this document provides a framework to guide conversations, drive development and trigger investment within Downtown.

Numerous edits were incorporated into the master plan presented herein and reflects direction provided by community groups, citizens, business owners and members of the City Council. A few key changes include:

- Removed text in regards to reconfiguring Madison - East couplet.
- Removed references to form-based codes and Main Street Corridor Redevelopment Plan.

- Removed references to Business Improvement District.

Given the size of the document, a hard copy was given to each Council member at the November 25, 2013 Council meeting. Subsequently, a link was shared on the City's web site so that those individuals and community groups interested in reading the plan would have access as well. A full copy was placed on the City's web site

Acceptance of the Downtown Bloomington Strategy is a critical step in stimulating development and investment within the Downtown community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association and Downtown Property Owners Group.

FINANCIAL IMPACT: No funding is needed to accept the Downtown Bloomington Strategy.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Reviewed by: Mark Huber, Director of PACE

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2013 - 17

A RESOLUTION RECOMMENDING APPROVAL OF THE DOWNTOWN BLOOMINGTON STRATEGY

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, it is highly recommended by the Downtown Bloomington Association for the governing body to adopt a Strategy for the future economic development of the Downtown; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Bloomington to offer a vibrant Downtown; and

WHEREAS, it is in the best interests of the health, safety and welfare of the citizens of the City of Bloomington to receive and accept the Downtown Bloomington Strategy and that said Strategy be adopted.

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

SECTION ONE: That the Downtown Bloomington Strategy sponsored by the Downtown Bloomington Association is and the same is hereby accepted and placed on file and approved; however, the City Council explicitly does not approve funding mechanisms to implement said Strategy.

ADOPTED this 9th day of December, 2013.

APPROVED this 10th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner stated that the Downtown Strategy process had started six (6) years ago. He acknowledged that no one on the Council agreed with everything in the plan. This plan had been on hold for four (4) years. It had been the subject of numerous discussions. He had spoken about it with a number of community groups. He noted that the photographs contained in the plan were the same as the 2009/2010 versions. He believed that all references in the plan to a form based code had been removed. He added that a Form Based Code had been adopted for the Gridley, Allin, & Prickett's Neighborhood which was adjacent to the Downtown.

Alderman Schmidt agreed that this plan had sat for a long time. It came to the City from the citizens and Downtown stakeholders. They have a vision for the Downtown. This plan provided the framework. The Council had recently approved a number of plans. It represented hope to the Downtown's historic buildings and those who had made an investment in same.

Alderman Lower expressed his disagreement with the plan. He had done a thorough review. There were a number of items in the plan that were identical to the 2009 version. The form based code had not been eliminated. He cited various pages in the plan

that addressed zoning. There was a zoning code overlay. He believed this code would be restrictive and expensive. There was cause to be distrustful. The plan would impact Downtown development and be bad for the City. The City needed to resist fads and trends. The plan needed to be revisited. He also believed that the plan was automobile negative. He cited government controlled mass transit. The plan also addressed streetscape design, tree placement and alternative pavement materials. He compared this plan to the Main St.: Call for Investment plan. He cited building setbacks, parking, entrances, roofs and building heights. In addition the McLean County Comprehensive Land Use Plan 2009 addressed multi modal transportation. He restated he was not in favor of this plan.

Mayor Renner restated that the plan had been developed by the citizen/stakeholders. There was public participation by those who had invested in the Downtown. The City needed to attract new investment in the Downtown.

Alderman Sage noted the make-up of the Downtown Bloomington Association, (DBA), which included businesses and property owners. He believed that the DBA had formally endorsed this plan.

He also cited sweat equity. He addressed procedures and questioned when the plan was posted to the City's web site. He believed that it was posted on Wednesday, November 27, 2013. Concerns had been raised regarding the time line, scope and magnitude of the plan.

Mayor Renner noted that this plan had been available for some time. In addition, it had been placed on the City's web site on Wednesday, November 27, 2013. He cited past reviews of the plan, the public hearings and the limited number of amendments made to the plan. He had also talked about this plan during his campaign.

Alderman Sage was unsure of his comfort level with this plan.

Alderman Stearns cited past experience. She did not support form based codes as they were too restrictive. She was not fond of nor did she find attractive en vogue trends. The plan for the Downtown was full of pretty photographs. It had been on the City's web site for approximately one (1) week. There had not been a second public review. The data was five (5) years old. She was unsure if this was the right plan for the Downtown. She supported Downtown planning.

Alderman Fruin noted that the Council had been working on this plan for a long time. It was time to move forward. He supported the Downtown. He noted the City's investment in the US Cellular Coliseum located at 101 S. Madison St. and the Bloomington Center for the Performing Arts located at 600 N. East St. The Downtown was critical to the entire community. Adopting this plan was the right thing to do. The Downtown would continue to evolve. The City needed to put something in place. The Council needed to express confidence in the Downtown and provide direction.

Alderman Black echoed Alderman Fruin's comments. He questioned the delay. The City had received feedback that developers/investors wanted direction as there was interest in economic development. The Downtown was a thriving community. He believed that it was attractive to both businesses and residents. This would be a step in the right direction. He expressed his support for the plan.

Mayor Renner cited a recent trip to Los Angeles, CA. A key question was what your community offers to millennials. The Downtown was critical part of the City. It was also critical that the City have a Downtown plan. The Downtown Strategy was still a viable plan. It was essential for the Council to move forward on this issue.

Alderman Stearns believed that there were differing opinions. There had been drastic change. Another issue was financing. Business owners were concerned.

Motion by Alderman Schmidt, seconded by Alderman McDade that the Downtown Bloomington Strategy be accepted and the Resolution adopted.

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

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

Nays: Aldermen Lower and Stearns.

Motion carried.

The following was presented:

SUBJECT: Downtown Hotel Feasibility Study

RECOMMENDATION/MOTION: That the Agreement with HVS for a hotel feasibility study in the amount of $30,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6b. Downtown vision and plan used to guide development, redevelopment and investments; and 6c. Downtown becoming a community and regional destination.

BACKGROUND: In accordance with item #24 on the FY2014 Action Plan *(Downtown Hotel Feasibility Study: Staff to complete study and present to Council)*, staff issued a Request for Proposal on October 1, 2013 as a means to identify firms that could provide a hotel feasibility study as it pertains to the proposed Downtown Bloomington hotel development. Two (2) responses were received by the deadline of October 25, 2013; one from HVS and the other from PKF Consulting. The following table illustrates a comparison of the proposals:

Item Being Compared	HVS	PKF Consulting
Firm concentration	Specializes in hotel consulting and appraisal worldwide	Hospitality, tourism and real estate industries
Nature of data to be included in study	Proprietary	Industry
Actual hotel profit & loss statements available for reference	40,000	Not Specified
Similar studies completed annually	1,000	Not Specified
Include recommendations on funding models, mechanisms & revenue sources	Yes	No
Local experience	Marriott Hotel & Convention Center *(Normal, IL)* Holiday Inn & Convention Center *(Tinley Park, IL)* Renaissance Hotel & Convention Center *(Schaumburg, IL)*	No Illinois experience referenced
Cost	$30,000 (all-inclusive)	$18,000 base ***plus*** "travel, subsistence, courier service, data purchases, report production, data, graphics and other out-of-pocket expenses" ***and*** additional meetings/conference calls will be billed at hourly rates
Time to complete study	45 days	56 days

The following individuals reviewed and scored the two (2) proposals: Justine Robinson, Economic Development Coordinator, David Hales, City Manager, Elizabeth Au, NDC Financial Consultant, and Jon Johnston, Procurement Manager. After careful review of both proposals, the scoring committee is recommending the Agreement with HVS be approved. A few specific reasons for this decision include the fact that this firm specializes in hotel analysis and thus is able to utilize advanced approaches and methodology when conducting the study; the firm has access to a wealth of proprietary data and applies an exclusive scoring matrix when evaluating potential development opportunities; the firm continues to work in the Bloomington-Normal community and thus can provide insights and recommendations pertaining to the local market and its supply and demand cycles. Given the differences demonstrated in the table and the points outlined above, HVS stands out as an exceptional choice for the City's hotel feasibility study.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Bloomington Association, National Development Council, Town of Normal; written recommendations have been requested from HVS references including Ivan Baker, Director of Economic Development for Tinley Park, Barry Schwartz, Chief Financial Officer for HCW Development and John Frew, Principal at Frew Development Group.

During a conversation with HVS reference Ivan Baker, Director of Economic Development for Tinley Park, it was noted that HVS and the team members to which the City's proposal has been assigned are the "best" in the industry. He went on to explain that they truly listen to the needs of the elected officials, staff and community leaders when initiating a hotel feasibility study. Ultimately, Mr. Baker stated that this approach has resulted in "strong projects" being developed in Tinley Park. *Tinley Park, Illinois has a population of 58,000 and is located twenty-one (21) miles from the downtown Chicago loop ,thirteen (13) miles from Chicago Midway Airport and twenty-seven (27) miles south of Chicago O'Hare Airport.*

HVS reference Barry Schwartz, Chief Financial Officer of HCW Development, indicated that HCW has worked with HVS for a number of years on projects including hotel market studies to convention center analysis and appraisals. Mr. Schwartz stated that he would recommend working with Hans and the HVS team. *HCW is a development and construction management company whose projects include hotels, hotel and convention centers, retail lifestyle centers and public-private partnerships.*

Mr. Frew was out of town at the time verbal references were provided. *Frew Development Group provides a variety of services, including deal structuring, financing, design and construction management, regulatory compliance and planning for eventual facility operations. Types of projects include convention centers, entertainment venues, transportation centers, parking facilities, shopping centers, airports and more.*

FINANCIAL IMPACT: The proposed agreement reflects an all-inclusive cost of $30,000 for Phase I of a hotel feasibility study. This offer is effective for thirty (30) days upon receipt; after that time, the proposed scope of work, schedule, and fees may be subject to change.

Funds are currently available in the Economic Development - Other Professional Services (10019170 - 70220). Stakeholders can locate this in the FY 2014 Budget book titled "Budget Overview and General Fund" on page 372.

Based on the findings of the market study, an additional analysis (Phase II) may be warranted regarding the economic impact of a specific development project within Downtown. Funding for this portion of the assessment would be outside of the scope of work and would likely occur during the subsequent fiscal year.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item. This firm had completed a number of studies. It was essential that this plan be believable. Attracting a Downtown hotel was a serious endeavor. It would serve as an anchor for the Downtown. It would result in new job creation, etc. The first step was a market analysis.

Alderman Lower believed that the City would be setting a precedent. He questioned if the City had searched for private investment. He believed that private money should pay for this study.

Mayor Renner described this study as first level.

Alderman Lower expressed his opposition. If a developer had a plan for a Downtown hotel, then a market study should be a part of the developer's plan.

Mayor Renner stated that all locations were not equal. A key part of the study would address the value of a Downtown hotel.

Alderman Lower noted that every Council meeting had a request for additional studies and/or investments. He questioned the end point.

Alderman Fruin expressed his opinion that this study might appear to be ahead of its time. He hoped that this study might provide a spark for Downtown development. The Council needed to have a vision for the area. He believed that there was need for additional Council discussion. However, there did not seem to be interest in same.

Alderman Stearns stated that a hotel locating near the US Cellular Coliseum was a popular concept. A Downtown hotel project should involve private money. She believed that if the City started down this road that it would not work out to the taxpayers' advantage. Downtown hotels were either boom or boondoggle. She had done research regarding Downtown hotels in various cities. She did not support this item. The City should not interfere in the local economy. No public money should be spent towards a Downtown hotel.

Mayor Renner noted that the City did not have a Downtown hotel. He expressed his opinion that one would be helpful.

Alderman Stearns stated that in concept a Downtown hotel sounded great.

Alderman Fazzini encouraged the Council to look to the Town of Normal. He questioned if this study for a Downtown hotel would include a convention center.

Mayor Renner noted that the Town of Normal believed that the City also needed a Downtown hotel.

Motion by Alderman McDade, seconded by Alderman Fazzini that the Agreement with HVS for a hotel feasibility study in the amount of $30,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Mwilambwe, Schmidt, McDade, Fazzini, Sage, and Black.

Nays: Aldermen Lower, Stearns and Fruin.

Motion carried.

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: Mayor Renner thanked Alderman Sage for participating in the Jaycees Christmas Parade with him on Saturday, December 7, 2013.

Mayor Renner noted differences in opinion on the Council. The Council had continued to move forward. He cited the Solid Waste Fee Ordinance and Downtown Strategy as examples.

He informed those present that the Council would be meeting next Monday, December 16, 2013 due to the Christmas holidays. A text amendment to the City's Alcoholic Beverage code would appear on the meeting agenda.

ALDERMEN'S DISCUSSION: Alderman Stearns questioned a City Christmas tree. She had attended tree lighting ceremonies in the past.

Mayor Renner noted that he had seen a Christmas tree at City Hall (lower level). He added that City staff would address this issue for next year's holiday season.

David Hales, City Manager, noted that a number of City departments have Christmas trees in their offices.

Alderman Lower also recalled Christmas tree lighting ceremonies. He had spoken with Jesse Smart, former Mayor. He questioned if the United States was no longer a Christian nation. He stated his belief that the City was a Christian community.

Motion by Alderman McDade, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 8:25 p.m.

Motion carried.

Tracey Covert
City Clerk

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, December 16, 2013.

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, Kevin Lower, David Sage, Robert Fazzini, Jennifer McDade, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

Alderman absent: Mboka Mwilambwe.

City Manager David Hales, City Clerk Tracey Covert, and Asst. Corporate Counsel George Boyle were also present.

Staff absent: Todd Greenburg, Corporation Counsel.

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 Wednesday, December 11, 2013 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion 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, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for Approval of Aerial Orthophotography and GIS Mapping Services with the McLean County Regional Planning Commission

RECOMMENDATION/MOTION: That the payment to Sanborn Map Company, Inc. for the Digital Base Mapping Update Project for McLean County Regional GIS Consortium in the amount of $70,428.92 be approved.

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

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

BACKGROUND: On March 26, 2001, Council approved an intergovernmental agreement with the City of Bloomington Township, County of McLean, McLean County Emergency Telephone Systems Board, and the Town of Normal for development and maintenance of a county wide Geographic Information System (GIS). Article XI of the agreement makes provision for Optional Projects such as periodic updates of Aerial Mapping.

A project similar to this was done in 1995, but the scope was more limited and the costs similar. New aerial orthophotography was also flown in 2001, but there were no GIS updates or topographic information acquired.

In 2005 - 2006, the City partnered with the Town of Normal, McLean County, Bloomington Normal Water Reclamation District, and the McLean County Regional Planning Commission to acquire new digital color aerial orthophotography and planimetric data.

Under this agreement, the City will receive new digital color aerial orthophotography for the urban area as well as Lake Bloomington, Evergreen Lake and their watershed areas. From the photography, the consultant will also provide updates to some GIS data. This information is used by the Public Works and Water Departments for drainage work, preliminary designs, and planning purposes.

The costs for the project have been divided into geographic areas. The Town of Normal, McLean County, and Bloomington Normal Water Reclamation District will pay for their respective areas. The cost for the City is divided between the urban area and the lakes watershed areas. The cost for the urban area will be $24,009.85. The cost for the lake areas will be $46,419.07.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost is $70,428.92. The urban area cost of $24,009.85 will be paid out of Engineering - Other Professional Services (10016210 - 70220). The lake area cost of $46,419.07 will be paid out of Water Purification - Other Professional Services (50100130 - 70220). Stakeholder may locate these items in the FY 2014 Budget Books titled "Budget Overview & General Fund" on page 347 and "Other Funds & Capital Improvement Program" page 144.

Respectfully submitted for Council consideration.

Prepared by:	Jim Karch, Director of Public Works
Reviewed by:	Craig M. Cummings, Director of Water
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst
Legal review by:	Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Payment to Sanborn Map Company, Inc. for the Digital Base Mapping Update Project for McLean County Regional GIS Consortium be approved, in the amount of $70,428.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of TEDJ, LLC d/b/a Joe's Pub, Located at 3907 GE Rd., Suite 2, Requesting an RAS Liquor License, which Allows the Sale of All Types of Alcohol by the Glass for Consumption on the Premises Seven (7) Days a Week

RECOMMENDATION/MOTION: That an RAS liquor license for TEDJ, LLC d/b/a Joe's Pub, located at 3907 GE Rd., Suite 2, be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application of TEDJ, LLC d/b/a Joe's Pub, located at 3907 GE Rd., Suite 2, requesting an RAS liquor license, which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; and Tracey Covert, City Clerk; and Rich Marvel Applicant's attorney.

Commissioner absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Rich Marvel, Applicant's attorney, addressed the Commission. He noted that Tony and Joe Wargo, owners/operators and Applicants' representatives were also present. Joe's Pub would be located at the former's Boo Boo's Dog House which closed in November 2013. The Applicants had completed BASSET training.

Commissioner Renner questioned the Applicants' liquor sales experience. Mr. Marvel noted that the Applicants currently operated Joe's Station House Pizza Pub located at 305 S. Veterans Pkwy., Normal. This restaurant was located at the Shoppes at College Hills.

Commissioner Tompkins questioned if the Applicants were familiar with Chapter 6. Alcoholic Beverages. Mr. Marvel responded affirmatively.

Commissioner Jordan questioned if there would be any shared ownership with the former tenant. Mr. Marvel responded negatively. The entire restaurant had closed. The premises had been renovated and there would be a large room.

Commissioner Tompkins commended the Applicants on their complete application.

Tracey Covert, City Clerk, questioned the planned opening date. She noted that Mr. Marvel had requested that this application appear on the Council's December 16, 2013 meeting.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that that the application by TEDJ, LLC, d/b/a Joe's Pub, located at 3907 GE Rd., Suite 2., requesting an RAS liquor license, which allows the sale of all types of alcohol only by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with life safety codes.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on December 2, 2012 in accordance with City Code. In accordance with City Code, approximately thirty-six (36) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the December 10, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

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

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Fruin that an RAS liquor license for TEDJ, LLC d/b/a Joe's Pub, located at 3907 GE Rd., Suite 2, be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Fiscal Year (FY) 2014 Budget Amendments for Series 2013A, General Obligation Refunding Bonds

RECOMMENDATION/MOTION: That the FY 2014 Budget Amendments to reflect the recent bond refunding of the 2003 Bonds be approved and the Ordinance passed.

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

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

BACKGROUND: On October 14, 2013, Council passed an ordinance providing for the issuance of General Obligation Refunding Bonds not to exceed $8,500,000 for the purpose of refunding the Series 2003 General Obligation Bonds. On October 15, 2013, bonds with a face amount of $7,800,000 were sold through public auction. The bond closing was held on October 29, 2013. The bonds were sold at a premium resulting in total proceeds of $8,261,126.10. Costs of issuance were $124,468.00. The refunding of the Series 2003 bonds resulted in a net present value savings of $427,900.03 and cash flow savings of $467,842.78 over the life of the bonds.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The bond refunding activity described above will be recorded in the City's General Bond and Interest Fund. A budget amendment is necessary as this transaction was not included in the original FY 2014 budget. The net impact to the City's FY 2014 budget is additional revenue of $374.25 which will be applied to future debt service payments on the refunding bonds. The current budget for the General Bond and Interest Fund can be found on page 93 in the FY 2014 Budget Book titled Other Funds & Capital Improvement Program.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 – 92

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2013

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 16th day of December, 2013.

APPROVED the 17th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT #1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Fruin that FY 2014 Budget Amendments be approved to reflect the recent bond refunding of the 2003 bonds and Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Fiscal Year (FY) 2014 Budget Amendments for Series 2013B, Taxable General Obligation Bonds and Series 2013C, General Obligation Bonds

RECOMMENDATION/MOTION: That FY 2014 Budget Amendments to reflect the $10,000,000 bond sale be approved and the Ordinance passed.

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

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

BACKGROUND: On October 14, 2013, Council passed an ordinance providing for the issuance of General Obligation Bonds not to exceed $10,000,000 for the purpose of financing road and sewer improvements. On October 30, 2013, Series 2013B Taxable General Obligation Bonds with a face amount of $555,000 and Series 2013C General Obligation Bonds with a face amount of $9,225,000 were sold through public auction. The bond closing was held on November 12, 2013. Both series of bonds were sold at a premium resulting in total proceeds of $10,175,131.50. Costs of issuance were $173,221.73 resulting in a balance of $10,001,909.77 available for project costs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The issuance of the bond activity described above will be recorded in the City's Capital Improvement Fund. A budget amendment is necessary as this transaction was not included in the original FY 2014 budget. The net impact to the City's FY 2014 budget is zero. The current budget for the Capital Improvement Fund can be found on page 106 in the FY 2014 Budget Book titled Other Funds & Capital Improvement Program.

Future debt service on the bonds will be paid from the General Bond and Interest Fund over ten (10) years and will be included starting with the FY 2015 budget.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 – 93

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2013

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 16th day of December, 2013.

APPROVED the 17th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT #1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Fruin that FY 2014 Budget Amendments to reflect the $10,000,000 bond sale be approved and Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Fiscal Year (FY) 2014 Housekeeping Budget Amendment

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

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

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

BACKGROUND: Based on the FY 2013 final audit, it is recommended that the following transfers be approved to reimburse deficit budgetary fund balances in multiple funds utilizing unrestricted fund balance. These transfers include a permanent transfer of a portion of the funds that have been advanced to the US Cellular Coliseum since FY 2007.

Fund	Amount	Description
General Fund	($2,896,566)	Utilization of General Fund Balance
U.S. Cellular Coliseum	$2,400,000	Permanently transfer funds previously advanced per audit recommendation
IHDA Fund	$16,000	Negative budgetary fund balance
Pepsi Ice Fund	$12,000	Negative budgetary fund balance
Storm Water Fund	$205,566	Negative budgetary fund balance
Abraham Lincoln Parking	$94,000	Negative budgetary fund balance
Golf Fund	$169,000	Negative budgetary fund balance
Employee Healthcare Fund	($158,000)	Utilization of Employee Healthcare Fund Balance
Retiree Healthcare Fund	$158,000	Negative budgetary fund balance

During the audit, funds with deficit balances are reported in the City's financial statements and the auditors included recommendations that the City monitor and address these deficit balances. City staff has reviewed balances in all funds as of the end of the City's 2013 Fiscal Year, and are proposing the above transfers to address some of these concerns. The audited fund balances are helpful in measuring the long term health of each fund but does not represent cash operational needs.

The Finance Department calculates an internal budgetary fund balance for each fund which does not include long term exposures. These budgetary fund balance amounts remove the impact of long term accrual entries, i.e. capitalized assets and certain long-term liabilities and receivables in order to provide a balance that is more reflective of the funds available to meet short-term obligations. For example, the audit will show a fund balance in the sewer fund which will include a balance for sewer piping throughout the City totaling $60,000,000 however; these assets are not available to pay the sewer fund bills such as payroll, and payments to vendors for supplies as they become due. Therefore, Finance must operate daily on a budgetary basis to ensure sufficient cash flows and monitor compliance with the adopted budget.

Based on the analysis of budgetary fund balances, the funds noted above require additional cash to ensure they remain solvent and are able to meet all short-term obligations of the fund.

For the following funds (IHDA, Pepsi Ice, Abraham Lincoln Parking, Golf and Retiree Healthcare), deficit budgetary fund balances have accumulated as a result of operating deficits over several years. The Storm Water fund had a large number of commitments outstanding at year end.

General Fund is transferring money to the City's Coliseum Enterprise Fund which has previously lent money to the City's CIAM Coliseum Fund for startup costs and initial debt service costs causing a negative cash balance of $2,400,000. These outstanding balances have not been able to be repaid since the Coliseum opened almost seven (7) years ago and is just beginning to break even. The City's auditors have recommended that if there is no capability to repay the advances, that the City write off its receivable and amounts be permanently transferred to the Coliseum by the City's General Fund. This budget amendment is twofold, first it will clear the negative cash balance in addition to recognizing an expense or a write off.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The General Fund budgetary fund balance will be reduced by $2,896,566 leaving fund balance at approximately fifteen percent (15%) of one year's General Fund expenditures. The Employee Healthcare Fund budgetary fund balance will be reduced by $158,000, leaving a balance of $1,046,980. These transfers will help ensure the funds receiving the transfers are solvent and able to meet current obligations.

Respectfully submitted for Council consideration.

Prepared by:	Paulette Hurd, Chief Accountant
Reviewed by:	Patti-Lynn Silva, Director of Finance
Legal review by:	Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2013 – 94

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2013

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 16th day of December, 2013.

APPROVED the 17th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT #1 ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Abatements of Debt Service for the 2013 Tax Levy

RECOMMENDATION/MOTION: That the Resolutions for the Abatement of $8,618,103.18 of property taxes for the 2013 Tax Levy for debt service payments be 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.

BACKGROUND: The adoption of the following Resolutions are required to abate property taxes for debt service the City intends to pay from funding sources other than property tax revenue. The City's bond ordinances secure issued debt with property tax revenue; unless sufficient funds are available elsewhere to secure the debt. This bond covenant which guarantees payment to investors increases the marketability of bonds, reaping a lower interest rate on debt service payments. Council action is required to abate the Bond & Interest portion of the tax levy which must be filed with the County Clerk's Office by the last Tuesday in December. The last full work day for the City that is a Tuesday is December 17, 2013. Staff recommends abating $8,618,103.18 of the 2013 Tax Levy for annual debt service as the City has funds set aside to cover this balance.

	Current Levy Amount as per County Clerk	**Abated these Resolutions**	**Balance to be Levied for 2013**
2004 Multi Project Bond	$1,187,999.96	$1,187,999.96	
2004 Coliseum Bond	1,672,257.00	1,672,257.00	-
Market Square TIF Bond	411,000.00	411,000.00	
PBC Lease	1,148,685.00	1,148,685.00	-
2005 GO Bond	739,948.00	739,948.00	-
2007 GO Bond	276,250.00		276,250.00
2009 GO Bond	118,400.00		118,400.00
2011 GO Bond	824,750.00	824,750.00	-
2012 Taxable GO Bond	2,320,689.00	1,702,515.72	618,173.28
2013A Refunding Bond	1,167,319.72		1,167,319.72
2013B & 2013C GO Bonds	930,947.50	930,947.50	-

	Current Levy Amount as per County Clerk	Abated these Resolutions	Balance to be Levied for 2013
Total	$10,798,246.18	$8,618,103.18	$2,180,143.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The City will abate $8,618,103.18 in annual debt service and levy only $2,180,143 in the 2013 Property Tax Levy or approximately twenty percent (20%) of total annual debt service. The City has historically levied $2,180,143 for debt service since levy year 2008 or the last six (6) years.

Respectfully submitted for Council consideration.

Prepared by: Paulette Hurd, Chief Accountant

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2013 - 18
A RESOLUTION ABATING ALL OR A PORTION OF THE TAXES HERETOFORE LEVIED TO PAY DEBT SERVICE ON CERTAIN GENERAL OBLIGATION BONDS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

WHEREAS, the City Council (the *"City Council"*) of the City of Bloomington, McLean County, Illinois (the *"City"*), by ordinances of the City Council adopted on the 14th day of October, 2013, 27th day of February, 2012, 23rd day of May, 2011, 9th day of November, 2009, 23rd day of July, 2007, 24th day of October, 2005, 27th day of September, 2004, 12th day of April, 2004, and 6th day of June, 2003 (as supplemented, the *"Bond Ordinances"*), has heretofore issued and has outstanding its general obligation bonds, as further described on Exhibit A attached hereto (collectively, the *"Bonds"*); and

WHEREAS, duly certified copies of the Bond Ordinances were filed in the office of the County Clerk of The County of McLean, Illinois (the *"County Clerk"*); and

WHEREAS, the City Council has determined and does hereby determine that the City has funds on hand and lawfully available (the *"Available Funds"*) to pay all or a portion of the

principal of and interest on the Bonds due on December 1, 2014, and on June 1, 2015 (collectively, the "*Debt Service Payments*"); and

WHEREAS, the City Council has further determined and does hereby further determine that it is necessary and in the best interests of the City to apply the Available Funds to the Debt Service Payments and abate all or a portion of the taxes heretofore levied in the Bond Ordinances for the year 2013 for the Debt Service Payments; and

WHEREAS, the Available Funds have been deposited to the credit of the bond and interest funds of the City established pursuant to the Bond Ordinances for the purpose of paying principal of and interest on the Bonds:

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

Section 1. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Abatement of Tax. The taxes heretofore levied in the Bond Ordinances for the year 2013 shall be abated by the amount of the Available Funds, as more particularly described in Exhibit B attached hereto.

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, the City Clerk shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate the taxes heretofore levied in the Bond Ordinances for the year 2013 in accordance with the provisions hereof.

Section 4. Effective Date. This Resolution shall be in full force and effect forthwith upon its passage by the City Council and signing and approval by the Mayor.

ADOPTED by the City Council on December 16, 2013.

APPROVED on December 17, 2013.

Tari Renner
Mayor

Attest:

Tracey Covert,
City Clerk

EXHIBIT A
THE BONDS, DESCRIBED AS FOLLOWS:

I. TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B
GENERAL OBLIGATION BOND, SERIES 2013C

Original principal amount:	$555,000 – Series 2013B
	$9,225,000 – Series 2013C
Dated:	November 12, 2013
Originally issued:	November 12, 2013
Amount outstanding:	$9,780,000

Maturing on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

$555,000 TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B

YEAR	AMOUNT ($)	RATE (%)
2014	555,000	1.00

$9,225,000 TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013C

YEAR	AMOUNT ($)	RATE (%)
2015	$930,000	2.00
2016	950,000	2.00
2017	970,000	2.00
2018	990,000	2.00
2019	1,015,000	3.00
2020	1,045,000	3.00
2021	1,075,000	3.00
2022	1,110,000	3.00
2023	1,140,000	3.00

II. GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A

Original principal amount:	$7,800,000
Dated:	October 29, 2013
Originally issued:	October 29, 2013
Amount outstanding:	$7,800,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)
2014	$1,100,000	2.00
2015	970,000	3.00
2016	965,000	3.00
2017	965,000	4.00
2018	970,000	4.00
2019	720,000	4.00
2020	725,000	3.00
2021	720,000	3.00
2022	335,000	3.00
2023	330,000	3.00

III. TAXABLE GENERAL OBLIGATION BONDS, SERIES 2012

Original principal amount:	$7,660,000
Dated:	April 18, 2012
Originally issued:	April 18, 2012
Amount outstanding:	$4,660,000

Maturing on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)
2014	$2,270,000	1.16
2015	2,390,000	1.57

IV. General Obligation Refunding Bonds, Series 2011

Original principal amount:	$5,075,000
Dated:	June 9, 2011
Originally issued:	June 9, 2011
Amount outstanding:	$4,385,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)
2014	715,000	2.00%
2015	715,000	2.50%
2016	1,170,000	3.00%
2017	1,140,000	3.00%
2018	645,000	3.50%

V. General Obligation Refunding Bonds, Series 2009

Original principal amount:	$2,840,000
Dated:	November 30, 2009
Originally issued:	November 30, 2009
Amount outstanding:	$2,840,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount ($)	Rate (%)
2025	840,000	4.125
2026	1,000,000	4.125
2027	1,000,000	4.250

VI. General Obligation Bonds, Series 2007

Original principal amount:	$10,000,000
Dated:	August 29, 2007
Originally issued:	August 29, 2007
Amount outstanding:	$8,920,000

Maturing (or subject to mandatory redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount ($)	Rate (%)
2014	315,000	4.250
2015	330,000	4.250
2016	345,000	4.250
2017	355,000	4.250
2018	370,000	4.000
2019	390,000	4.125
2020	405,000	4.125
2021	420,000	4.125
2022	435,000	4.125
2023	455,000	4.250
2024	475,000	4.250
2025	495,000	4.375
2026	520,000	4.375
2027	540,000	4.375
2028	560,000	4.500
2029	585,000	4.500
2030	615,000	4.500
2031	640,000	4.500
2032	670,000	4.500

VII. GENERAL OBLIGATION BONDS, SERIES 2005

Original principal amount:	$9,900,000
Dated:	November 10, 2005
Originally issued:	November 10, 2005
Amount outstanding:	$7,065,000

Maturing on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)
2014	470,000	3.875
2015	490,000	3.875
2016	510,000	3.875
2017	530,000	3.875
2018	550,000	3.875
2019	570,000	3.875
2020	595,000	3.875
2021	620,000	3.950
2022	640,000	4.000
2023	670,000	4.050
2024	695,000	4.050
2025	725,000	4.100

VIII. GENERAL OBLIGATION DEMAND BONDS, SERIES 2004

Original principal amount:	$15,600,000
Dated:	October 13, 2004
Originally issued:	October 13, 2004
Amount outstanding:	$10,100,000

Maturing (or subject to redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)
2014	400,000	
2015	800,000	
2016	800,000	
2017	900,000	
2018	900,000	
2019	900,000	
2020	1,000,000	
2021	1,000,000	
2022	1,100,000	
2023	1,100,000	
2024	1,200,000	

The bonds bear interest at a weekly floating rate (unless converted to a fixed interest rate)

IX. TAXABLE GENERAL OBLIGATION BONDS, SERIES 2004

Original principal amount:	$29,455,000
Dated:	July 8, 2004
Originally issued:	July 8, 2004
Amount outstanding:	$22,935,000

Maturing (or subject to mandatory redemption) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)
2014	155,000	5.500
2015	175,000	5.500
2016	250,000	5.500
2017	325,000	6.250
2018	420,000	6.250
2019	515,000	6.250
2020	625,000	6.250
2021	740,000	6.250
2022	870,000	6.250
2023	1,005,000	6.250
2024	1,150,000	6.250
2025	1,310,000	6.250
2026	1,485,000	6.250
2027	1,675,000	6.250
2028	1,880,000	6.250
2029	1,445,000	6.375
2030	1,605,000	6.375
2031	1,780,000	6.375
2032	1,970,000	6.375
2033	2,170,000	6.375
2034	2,385,000	6.375

EXHIBIT B
TAXES LEVIED AND TO BE ABATED:
I. TAXABLE GENERAL OBLIGATION BONDS, SERIES 2013B GENERAL OBLIGATION BONDS, SERIES 2013C

LEVY YEAR	AMOUNT OF TAX LEVIED PURSUANT TO BOND ORDINANCE ($)	AMOUNT OF TAX HERETOFORE ABATED ($)	AMOUNT OF TAX NOW ABATED ($)	AMOUNT OF TAX TO BE EXTENDED ($)
2013	$1,700,000.00	$769,052.50	$930,947.50	$0.00
2014	1,700,000.00	540,950.00	0.00	1,159,050.00
2015	1,700,000.00	539,750.00	0.00	1,160,250.00
2016	1,700,000.00	538,950.00	0.00	1,161,050.00
2017	1,700,000.00	538,550.00	0.00	1,161,450.00
2018	1,700,000.00	538,675.00	0.00	1,161,325.00
2019	1,700,000.00	539,575.00	0.00	1,160,425.00

2020	1,700,000.00	541,375.00	0.00	1,158,625.00
2021	1,700,000.00	539,150.00	0.00	1,160,850.00
2022	1,700,000.00	542,900.00	0.00	1,157,100.00
2023	1,700,000.00	1,700,000.00	0.00	0.00
2024	1,700,000.00	1,700,000.00	0.00	0.00
2025	1,700,000.00	1,700,000.00	0.00	0.00
2026	1,700,000.00	1,700,000.00	0.00	0.00
2027	1,700,000.00	1,700,000.00	0.00	0.00

II. General Obligation Refunding Bonds, Series 2013A

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Heretofore Abated ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2013	$1,600,000.00	$432,680.28	$0.00	$1,167,319.72
2014	1,600,000.00	436,550.00	0.00	1,163,450.00
2015	1,600,000.00	465,500.00	0.00	1,134,500.00
2016	1,600,000.00	499,100.00	0.00	1,100,900.00
2017	1,600,000.00	787,900.00	0.00	812,100.00
2018	1,600,000.00	811,700.00	0.00	788,300.00
2019	1,600,000.00	838,450.00	0.00	761,550.00
2020	1,600,000.00	1,245,050.00	0.00	354,950.00
2021	1,600,000.00	1,260,100.00	0.00	339,900.00

III. Taxable General Obligation Bonds, Series 2012

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Heretofore Abated ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2013	$3,500,000.00	$1,179,311.00	$1,702,515.72	$618,173.28
2014	3,500,000.00	1,091,238.50	0.00	2,408,761.50
2015	3,500,000.00	3,500,000.00	0.00	0.00

IV. General Obligation Refunding Bonds, Series 2011

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Heretofore Abated ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2013	$2,500,000.00	$1,675,250.00	$824,750.00	$0.00
2014	2,500,000.00	1,238,125.00	0.00	1,261,875.00
2015	2,500,000.00	1,303,225.00	0.00	1,196,775.00
2016	2,500,000.00	1,832,425.00	0.00	667,575.00
2017	2,500,000.00	2,500,000.00	0.00	0.00
2018	2,500,000.00	2,500,000.00	0.00	0.00
2019	2,500,000.00	2,500,000.00	0.00	0.00
2020	2,500,000.00	2,500,000.00	0.00	0.00
2021	2,500,000.00	2,500,000.00	0.00	0.00
2022	2,500,000.00	2,500,000.00	0.00	0.00
2023	2,500,000.00	2,500,000.00	0.00	0.00

V. General Obligation Refunding Bonds, Series 2009

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2013	$118,400.00	$0.00	$118,400.00
2014	118,400.00	0.00	118,400.00
2015	118,400.00	0.00	118,400.00
2016	118,400.00	0.00	118,400.00
2017	118,400.00	0.00	118,400.00
2018	118,400.00	0.00	118,400.00
2019	118,400.00	0.00	118,400.00
2020	118,400.00	0.00	118,400.00
2021	118,400.00	0.00	118,400.00
2022	118,400.00	0.00	118,400.00
2023	958,400.00	0.00	958,400.00
2024	1,083,750.00	0.00	1,083,750.00
2025	1,042,500.00	0.00	1,042,500.00

VI. General Obligation Bonds, Series 2007

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Previously Abated ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2013	$875,000.00	$598,750.00	$0.00	$276,250.00
2014	875,000.00	599,275.00	0.00	275,725.00
2015	875,000.00	600,012.00	0.00	274,988.00
2016	875,000.00	600,962.00	0.00	274,038.00
2017	875,000.00	596,762.00	0.00	278,238.00
2018	875,000.00	598,156.00	0.00	276,844.00
2019	875,000.00	599,756.00	0.00	275,244.00
2020	875,000.00	601,562.00	0.00	273,438.00
2021	875,000.00	598,575.00	0.00	276,425.00
2022	875,000.00	601,225.00	0.00	273,775.00
2023	875,000.00	599,087.00	0.00	275,913.00
2024	875,000.00	597,618.00	0.00	277,382.00
2025	875,000.00	601,587.00	0.00	273,413.00
2026	875,000.00	600,775.00	0.00	274,225.00
2027	875,000.00	600,675.00	0.00	274,325.00
2028	875,000.00	601,025.00	0.00	273,975.00
2029	875,000.00	601,825.00	0.00	273,175.00
2030	875,000.00	598,075.00	0.00	276,925.00

VII. General Obligation Bonds, Series 2005

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2013	$739,948.00	$739,948.00	$0.00
2014	741,348.00	0.00	741,348.00
2015	741,973.00	0.00	741,973.00
2016	741,823.00	0.00	741,823.00
2017	740,898.00	0.00	740,898.00
2018	739,198.00	0.00	739,198.00
2019	741,626.00	0.00	741,626.00
2020	742,853.00	0.00	742,853.00
2021	737,808.00	0.00	737,808.00
2022	741,440.00	0.00	741,440.00
2023	738,799.00	0.00	738,799.00
2024	739,863.00	0.00	739,863.00

VIII. General Obligation Demand Bonds, Series 2004

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2013	$1,187,999.96	$1,187,999.96	$0.00
2014	1,156,652.91	0.00	1,156,652.91
2015	1,223,405.79	0.00	1,223,405.79
2016	1,187,999.96	0.00	1,187,999.96
2017	1,152,000.01	0.00	1,152,000.01
2018	1,216,396.14	0.00	1,216,396.14
2019	1,175,677.21	0.00	1,175,677.21
2020	1,235,999.96	0.00	1,235,999.96
2021	1,191,999.99	0.00	1,191,999.99
2022	1,248,088.03	0.00	1,248,088.03

IX. Taxable General Obligation Bonds, Series 2004

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance($)	Amount of Tax Previously Abated ($)	Amount of Tax Now Abated ($)	Amount of Tax to be Extended ($)
2013	$2,850,000.00	$1,177,743.00	$1,672,257.00	$0.00
2014	2,950,000.00	1,212,368.00	0.00	1,737,632.00
2015	2,950,000.00	1,142,118.00	0.00	1,807,882.00
2016	3,050,000.00	1,176,431.00	0.00	1,873,569.00
2017	2,850,000.00	907,681.00	0.00	1,942,319.00
2018	3,000,000.00	979,868.00	0.00	2,020,132.00
2019	3,000,000.00	903,931.00	0.00	2,096,069.00
2020	3,100,000.00	920,181.00	0.00	2,179,819.00
2021	3,200,000.00	939,556.00	0.00	2,260,444.00

2022	3,250,000.00	907,368.00	0.00	2,342,632.00
2023	3,350,000.00	919,243.00	0.00	2,430,757.00
2024	3,500,000.00	976,118.00	0.00	2,523,882.00
2025	3,500,000.00	878,931.00	0.00	2,621,069.00
2026	3,650,000.00	928,618.00	0.00	2,721,382.00
2027	3,750,000.00	1,581,118.00	0.00	2,168,882.00
2028	3,850,000.00	1,613,236.76	0.00	2,236,763.24
2029	4,000,000.00	1,690,556.00	0.00	2,309,444.00
2030	4,000,000.00	1,614,030.26	0.00	2,385,969.74
2031	4,200,000.00	1,739,618.50	0.00	2,460,381.50
2032	4,300,000.00	1,122,256.26	0.00	3,177,743.74
2033	4,400,000.00	4,400,000.00	0.00	0.00
2034	4,500,000.00	4,500,000.00	0.00	0.00

RESOLUTION NO. 2013 – 19

A RESOLUTION ABATING TAX LEVY FOR MARKET SQUARE TAX INCREMENT GENERAL OBLIGATION PURPOSE BONDS, SERIES 1994

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 1975 - 30 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to issue Four Million Nine Hundred Sixty Five Thousand Dollars ($4,965,000) in Market Square Increment General Obligation Bonds the "Bonds" pursuant to Ordinance No. 1994 - 26, passed March 28, 1994; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2013, payable in year 2014, to pay principal and interest on the Bonds; and

WHEREAS, the City has heretofore provided for the payment of such principal and interest.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy of $411,000 against taxable property in the City of Bloomington for the year 2013, payable in 2014, on account of the Bonds is hereby abated in its entirety, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the levy year 2013.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 16th day of December, 2013.

APPROVED this 17th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

RESOLUTION NO. 2013 - 20

A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION BUILDING AND THE EXPANSION OF THE PARKING GARAGE

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001 - 121 and Ordinance No. 2003 - 125 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement the "Lease" with the Public Building Commission to lease a portion of the old Champion Building and to expand the parking garage, passed November 13, 2001 and December 22, 2003; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2013, payable in year 2014 to make rental payments due under the Lease; and

WHEREAS, although the City levied $1,148,685 for the year 2013 to make payments due under the Lease in 2014, the amount of the City's rental payment due under the Lease in 2014 is $719,509; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay such rental payment.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington, McLean County, Illinois, that the levy against taxable property in the City of Bloomington for the year 2013, payable in 2014 of $1,148,685 on account of the Lease is hereby abated in its entirety, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2013.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under official seal of the Clerk of the City.

ADOPTED this 16th day of December, 2013.

APPROVED this 17th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He informed them that if the debt service was not abated then it would be added to the tax levy. Three (3) Resolutions had been prepared.

Motion by Alderman Schmidt, seconded by Alderman McDade that the Resolutions for the Abatement of $8,618,103.18 of Property Taxes for the 2013 Tax Levy for Debt Service Payments be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Illinois Safe Routes to School Grant Application for the Benjamin School Trail, a Pathway Connecting the Grove on Kickapoo Creek Subdivision and Benjamin Elementary School

RECOMMENDATION/MOTION: That staff be authorized to proceed with a grant application to the State of Illinois which would obligate the City to authorize the local matching funds, (up to $40,000), for a pathway connecting the Grove on Kickapoo Creek Subdivision to Benjamin Elementary School.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in a cost-effective manner; 1e. Partnering with others for the most cost-effective service delivery; 2a. Better quality roads and sidewalks; 3a. Residents feeling safe in their homes and neighborhoods; 3d. Improved neighborhood infrastructure; and 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The City has long envisioned development of a twenty (20) acre park wedged between the Grove of Kickapoo Creek Subdivision and Benjamin Elementary School, a public school in the McLean County Unit 5 School District. One element of the plan is to have a bicycle pedestrian path traversing the park and connecting the residential development and the school. Benjamin Elementary School serves approximately 600 students, grades kindergarten through fifth. Its students, going to and from school on foot and on bicycle, would be primary users of the pathway. The trail would provide a safe, direct and efficient route for students while promoting immediate health benefits and encouraging development of long-term healthy lifestyle. The trail would relieve traffic congestion at the school, as self commuters would no longer be riding to school with parents. For these reasons, the trail qualifies for up to eighty percent (80%) funding under the Illinois Safe Routes to School, (SRTS), program. The money is federal dollars administered by the Illinois Department of Transportation, (IDOT). There was web site for the state's SRTS.

Need: Access to Benjamin Elementary School for most users is gained from Ireland Grove Rd. The speed limit along that stretch of road is forty-five miles per hour, (45 mph). It is rural in design, without sidewalks and with limited shoulder room. Photographs provided to Council demonstrated that the street is not safe for pedestrian and bicycle traffic of elementary school students. Students who would benefit from and enjoy walking and biking to school currently are unable to do so.

Parts of the Grove of Kickapoo Creek Subdivision, about 150 residential lots, can access the school via Black Oak Blvd., which is the same road those lots use for ingress and egress to Ireland Grove Road. Black Oak Blvd., a residential street with sidewalks, passes by the school and serves as its bus entrance road. However, the Grove Subdivision has total 428 single family lots under development. (Potential exists for another 557 lots). Much of the subdivision does

not have access to the school without using Ireland Grove Rd. Most students from the Grove must now use motorized transportation.

The Route: The City has envisioned having a winding trail along open spaces adjacent to the Grove Subdivision. A map was provided to the Council. Instead of trail, the land currently has a mowed path maintained by the Bloomington Parks, Recreation & Cultural Arts Department. The pathway constituted the proposed Benjamin School Trail. The Council was provided with a handout which showed the proposed route and surrounding area.

The trail would traverse proposed parkland and current prairie restoration land. The restoration area will have to be restored to its current condition after trail construction, which will be factored into cost estimation. Some of this property currently is owned by the City. The eastern portion remains under ownership of Eastlake LLC, developer of the Grove. This developer owned portion is platted but not yet deeded to the City by the developer. Formalized dedication will have to be completed before the project commences. The land transfer falls under parkland dedication and does not represent an added expense to the City.

The Benjamin School Trail would cross Kickapoo Creek. It would be asphalt construction, ten (10) feet wide and stretch approximately 4,500 lineal feet. No part of the pathway would cross or interact with a street. It would connect to the subdivision via a designated path built by developers. The City estimates that the Benjamin School Trail, counting associated costs but not counting any portion built inside the subdivision by the private sector, will cost approximately $200,000. If the grant proceeds and is approved by the state, the state would pay $160,000 through SRTS and the City would pay $40,000 as its local match.

Though it is anticipated that total costs for this project will be approximately $200,000, a detailed cost estimate will be completed as part of the grant application process and will be used to determine final costs. If determined, through more detailed planning associated with the grant application, that the project costs will exceed $200,000, staff will review funding options and present recommendations to Council for approval at that time.

Partnership/cooperation: The project represents a partnership between the City and McLean County Unit 5 School District. As currently planned, the application will be produced jointly. Public Works will handle logistics, engineering and other technical aspects. Unit 5 will conduct a parent survey and other community outreach. Public Works will administer the grant. The Bloomington Parks, Recreation & Cultural Arts Department will review documentation and planning. It also will cooperate with Public Works in overseeing construction, and Parks will take responsibility for operation and maintenance of the Benjamin Park Trail. In the cases of snow/ice events, students may have difficulty using the trail. Parks removes ice and snow along trails at some City parks. This section of proposed trail is not addressed in the current Parks policy, as no paved trail currently exists.

Goals/benefits of the trail: SRTS developed in the United States starting in 1997 in New York City, after similar programs were met with success overseas. SRTS responds to data showing a decline in students walking to and biking to school. According to IDOT, numerous factors led to the decline, including longer distances from neighborhoods to new schools and fear of crime in

some areas. Fear of accidents is another major factor. The data shows declines in student self commuting even among those living near their schools.

IDOT also notes the increased concern for student health and perceived need for physical activity and promotion of an active lifestyle. By providing safer routes to school, government prompts parents to become more inclined to allow their students to walk or ride to school. Not only do these students engage in healthy activity, but their self commuting means fewer motorized vehicles at and near schools, further improving pedestrian safety while reducing car emissions.

City role in school safety: The City plays a significant role in working with schools on safety issues. The Police Department oversees a crossing guard program and provides school resource officers. Parks cooperates with schools on recreational and parkland matters. The Public Works Department and the Staff Traffic Advisory Committee cooperate with schools and school districts in preparing walking routes to schools. These routes are circulated to parents by the schools. Development of a designated walking route for Benjamin Elementary School is in progress. Examples of routes for other schools were posted on the City web site. The SRTS grant would mark another step toward combining expertise and resources with schools on issues of mutual interest. This is the first time the City and a school district have collaborated on a SRTS grant.

Schedule: SRTS applications are due to IDOT by January 31, 2014. Staff respectfully requests immediate Council action to obligate the twenty percent, (20%), City portion of funding, (up to $40,000) and authorize completion of the application. IDOT will determine whether to accept the application and budget money for it in the FY 2014 - 15 cycle. IDOT's material on the SRTS program lists no specific award dates for approved projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Unit 5 Superintendent Gary Niehaus has been personally involved in conversations and strongly supports the project. Unit 5 is a partner in the project and will collaborate with the City on the application. Unit 5 will conduct a parent survey and will reach out to key stakeholders as part of the application process.

The Farnsworth Group provided some documentation for the pre-application process.

FINANCIAL IMPACT: The proposed motion asks the City to obligate itself for up to $40,000. The state will be asked to provide up to $160,000. The funds will cover actual trail construction and associated costs. If it is determined through the more detailed planning associated with the grant application that the project costs will exceed $200,000, staff will review funding options and present recommendations to Council for approval at that time.

Respectfully submitted for Council consideration.

Prepared by:	Jim Karch, Director of Public Works
Reviewed by:	Barbara J. Adkins, Deputy City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

Motion by Alderman Schmidt, seconded by Alderman Fazzini that staff be authorized to proceed with a grant application to the State of Illinois which would obligate the City to authorize local matching funds, (up to $40,000), for a pathway connecting the Grove on Kickapoo Creek Subdivision to Benjamin Elementary School.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 6. Alcoholic Beverages, Section 7A Classification regarding EA and EB, (Entertainment), and ST, (Stadium), New Classifications and Changes to RA and RB, (Restaurant) Classifications

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

STRATEGIC PLAN LINK Goal 3. Grow the local economy.

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to address the proposed Text Amendment to Chapter 6. Section 7A Classification regarding the EA and EB, (Entertainment), and ST, (Stadium), (new) classifications and changes to the RA and RB, (Restaurant), classifications. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; and Tracey Covert, City Clerk.

Commissioner absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing regarding the amended/updated proposed Text Amendment. He informed the Commission that he had discussed same with the Council members. He noted that a Public Hearing on same had been held on Tuesday, December 3, 2013. He believed that the Council would support this item.

Commissioner Renner stated that the ST classification had been modeled after the Town of Normal's Code but tailored to the US Cellular Coliseum.

Commissioner Renner addressed the changes to the RA and RB classifications. Alcohol sales would be incidental to food sales. He read from Section 7A. Classification, (14) Class "RA". He noted that Section 7A. Classification (15) addressed Class "RB". The goal was to clearly define and clarify the City's definitions of restaurant.

Commissioner Renner addressed the proposed EA and EB classifications. He read from Section 7A. Classification, (3) (a) through (b) (iv). This classification was not intended for the City's existing tavern license holders. He noted the higher threshold for the "E" classification compared to the "R" and/or "T", Tavern, license classifications.

Commissioner Tompkins had reviewed the draft minutes of the December 3, 2013 Public Hearing. He noted that dj's and televised sporting events were not part of the entertainment definition.

Commissioner Renner responded affirmatively. The Council did not support same. He also noted the Council's past denial of the proposed "E" license classification October 22, 2012. He added that the Commission had addressed concerns regarding the Town of Normal's Code as it addressed the restaurant classification. The City would not set hours of operation.

Commissioner Jordan believed that there would always be controversy. The liquor license holder hoped to have the advantage. He agreed that televised sporting events were not included in the definition of entertainment. This was not the intent of the proposed text amendment.

Commissioner Tompkins questioned the future and new forms of entertainment. Commissioner Renner stated that the City Code was amendable.

Commissioner Tompkins questioned when the proposed text amendment would appear before the Council for a vote. Commissioner Renner stated his intent to place this item on the Council's December 16, 2013 meeting agenda.

Commissioner Tompkins followed up on the re-examination of liquor license fees.

Commissioner Renner expressed his hope that fees for Downtown liquor licenses would be increased to address Downtown clean up. He planned to begin the conversation in early 2014. The issue of liquor license fees was independent from the proposed text amendment before the Commission this date.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the amended/updated text amendment to Chapter 6. Alcoholic Beverages, Section 7A Classification be recommended to the Council for approval.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A Public Hearing was held on December 3, 2013. The agenda was posted to the City's web site. There also is a list serve feature for the Liquor Commission. In addition, the agenda was mailed to the eighty-six (86) liquor license holders of an "R", Restaurant liquor license.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Legal review by: George Boyle, Asst. Corporation Counsel

Recommended by:

Tari Renner
Liquor Commissioner

ORDINANCE NO. 2013 - 95

AN ORDINANCE AMENDING CHAPTERS 6 AND 31 OF THE BLOOMINGTON CITY CODE RELATING TO LIQUOR

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

SECTION 1. That Bloomington City Code Chapter 6, Section 1 shall be and the same is hereby amended to read as follows: (deletions are indicated by strikeouts):

SEC. 1 DEFINITIONS.

Unless the context otherwise requires, the following terms as used in this Article shall be construed according to the definition given below.

Alcohol. "Alcohol" means the product of distillation of any fermented liquor, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

Alcoholic Liquor. Any spirits, wine, beer, ale or other liquid containing more than one-half of one percent of alcohol by volume, which is fit for beverage purposes.

Beer. "Beer" means a beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt and hops in water, and includes among other things, beer, ale, stout, lager beer, porter and the like.

Change of Ownership. The term "change of ownership" means:

(1) a change in the form of ownership, e.g. from an individual or partnership or to a corporation or from a partnership to an individual;

(2) a change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

(3) in a corporation, the transfer of over 5% of the stock thereof except for corporations listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

Club.

(1) A patriotic or veterans' society organized under the laws of the United States or the State of Illinois; and

(2) A corporation organized under the laws of the United States or the State of Illinois but not pecuniary profit, solely for the promotion of some common object other than the

sale or consumption of alcoholic liquors kept, used and maintained by its members through the payment of annual dues and owning, hiring or leasing a building or space in a building of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and guests; PROVIDED that such club files with the Mayor at the time of its application for a license under this Ordinance two (2) copies of a list of names and residences of its members and similarly files within ten (10) days of the election of any additional member, his name and address; and PROVIDED FURTHER, that its affairs and management are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at their annual meeting and that no member or any officer, agent, or employee of the club is paid, or directly or indirectly receives in the form of salary or other compensation any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its Board of Directors or other governing body out of the general revenue of the club and which:

(i) is affiliated with a national club or organization and/or clubs or organizations in all 50 states; or

(ii) maintains eating, golf and swimming facilities on club premises for the use of members and their guests; or

(iii) was chartered as a not-for-profit corporation prior to December 5, 1933 and regularly and routinely restricts admittance to the premises to members of the club and their guests.

Fortified Wine. "Fortified Wine" means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, when fortified by the addition of alcohol or spirits, as above defined.

Hotel. Every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which twenty-five (25) or more rooms are used for sleeping accommodations of such guests and having one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings in connection therewith and such building or buildings, structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

Keg. Any metal, wooden, plastic, paper or other container designed to hold four (4) or more gallons of liquid and actually containing. any amount of alcoholic liquor.

Licensee/License Holder. The individual or organized licensee or license holder and any officer, associate, member, representative, agent or employee of a licensee or license holder.

Original Package. A bottle, flask, jug, can, barrel, keg or other receptacle or container whatsoever used, corked, or capped, sealed and labeled by the manufacturer of alcoholic liquor to contain and to convey any alcoholic liquor, except a bottle or can containing 12 ounces or less of beer shall not be considered an original package unless grouped or fastened in a receptacle containing no less than six such bottles or cans.

Resident of the City. Any person living in the City for a period of not less than one calendar year.

Restaurant. Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.

Retail Grocery Convenience Store. Any place kept, used, maintained, advertised and held out to the public as a place where at least five (5) of the following seven (7) categories of products can be purchased at retail: dairy products, baked goods, frozen foods, groceries, snack foods, health and beauty aids, and where a maximum of fifteen percent (15%) of the total public selling space is devoted to the display of alcoholic beverages offered for sale. "Public selling space" includes all of the area between the floor and ceiling of the premises which is open, accessible, and/or visible to members of the general public, including the interior of any cooler or other refrigeration units or storage cases accessible and/or visible to the general public and any area with restricted public access, such as the area behind sales counters, from which sales are made to members of the general public.

Retail Sale. The sale for the use or consumption and not for resale.

Sale. The term "sale" means any transfer or exchange in any manner or by any means whatsoever for a consideration, and includes and means all sales made by any person, whether as principal, proprietor, agent, servant, or employee, and includes, but is not limited to, all of the following acts when done for consideration:

(1) the selling of liquor;

(2) the giving away of liquor;

(3) the dispensing of liquor;

(4) the providing of mix, ice, water or glasses for the purpose of mixing drinks containing alcoholic liquor for consumption on the same premises;

(5) the pouring of liquor;

(6) the providing of "setups" containing alcoholic liquor;

(7) the storage of any alcoholic beverage.

Setup Establishment. The term "setup establishment" means any establishment not holding a Class A, B or C liquor license, which engages in any of the activities described in the definition of Sale of this Chapter.

Single Serving Size. An original package that contains forty (40) ounces or less of alcoholic liquor.

Spirits. "Spirits" means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

To Sell. "To Sell" includes to keep or expose for sale and to keep with intent to sell.

Unfortified Wine. "Unfortified Wine" means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables containing sugar, excluding such beverages when fortified by the addition of alcohol or spirits, as above defined.

Wine, Beer and Spirits Tasting: A supervised presentation of beer, wine or spirits products to the public, offered free of charge or for a fee, in which small quantities of beer, wine or spirits are served for consumption on the premises as a sample of the product being sold by the license holder and which meets the following conditions:

A. Samples of beer are offered in amounts of 2 ounces or less, samples of wine are offered in amounts of 1 ounce or less and samples of spirits are offered in amounts of ½ ounce or less.

B. A maximum of two tastings may be conducted during any week.

C. Each tasting shall have a maximum duration of four hours.

D. No tasting shall take place after 9:00 o'clock p.m.

E. All samples shall be poured by the licensee, an employee of licensee or a licensed Registered Tasting Representative.

F. No tastings shall occur at premises of license holders with a GPB or GPA license.

SECTION 2. That Bloomington City Code Chapter 6, Section 7A shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 7A CLASSIFICATION.

All licenses shall be classified as follows:

(1) Class "CA" (Clubs - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises of Clubs as the same are herein defined.

(2) Class "CB" (Clubs - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises.

(3) Class "EA" (Entertainment/Recreational Sports Venue – All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises. "EA" licenses shall be issued and renewed at premises that primarily function as entertainment or recreational sports venues. The sale of liquor at the premises shall be incidental to the primary function of the premises as an entertainment or sports venue. "EA" licenses shall be issued and renewed only at premises where gross sales of admissions to entertainment events, or admission fees and/or rental of recreational sports equipment, constitute at least 60% of the gross sales of the licensee, and where gross sales of alcoholic liquor constitute no more than 40% of the licensee's total gross sales.

(a) A licensee under this Section shall keep a record of gross sales of admissions to entertainment events, or where admission fees and/or the rental of recreational sports equipment, as well as the gross sales of alcoholic liquor sold on the premises. The Licensee shall provide said gross sales records to the City Clerk's office within thirty days of receipt of a written request by the Liquor Commissioner. If, in any quarter, gross sales of admissions to entertainment events, or admission fees and/or rental of recreational sports equipment, constitute less than 60% of the gross sales of the Licensee for any two months of the quarter, the "EA" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter. If, in any quarter, gross sales of alcohol sold on the premises exceed 40% of the Licensee's gross sales for any two months of the quarter, the "EA" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter.

(b) For purposes of the application of this Section:

(i) entertainment venues shall include premises that host live musical or theatrical performances, art exhibitions or oral presentations;

(ii) recreational sporting venues shall include premises where such recreational sports as golf and bowling occur;

(iii) video gaming shall not be included within the definition of entertainment or recreational sports; and

(iv) revenues from video gaming shall not be counted as gross sales from entertainment or from recreational sports for purposes of determining whether an entertainment or recreational sports license shall be issued, revoked or renewed.

(3) Class "F" primary licenses authorize the activities enumerated in Section 1L(2) through (7) of this Chapter.

(4) Class "EB" (Entertainment/Recreational Sports Venue – Beer and Wine Only) primary licenses authorize the retail sale on the specified premises of beer and wine only for consumption only on the premises. "EB" licenses shall be issued and renewed at premises that primarily function as entertainment or recreational sports venues. The sale of beer and wine at the premises shall be incidental to the primary function of the premises as an entertainment or sports venue. "EB" licenses shall be issued and renewed only at premises where gross sales of admissions to entertainment events, or admission fees and/or rental of recreational sports equipment, constitute at least 60% of the gross sales of the licensee, and where gross sales of beer and wine constitute no more than 40% of the licensee's gross sales.

(a) A licensee under this Section shall keep a record of gross sales of admissions to entertainment events, or admission fees and/or the rental of recreational sports equipment, as well as the gross sales of beer and wine sold on the premises. The Licensee shall provide said gross sales records to the City Clerk's office within thirty days of receipt of a written request by the Liquor Commissioner. If, in any quarter, gross sales of admissions to entertainment events, or admission fees and/or rental of recreational sports equipment, constitute less than 60% of the gross sales of the Licensee for any two months of the quarter, the "EB" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter. If, in any quarter, gross sales of beer and wine sold on the premises exceed 40% of the Licensee's gross sales for any two months of the quarter, the "EB" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter.

(b) For purposes of the application of this Section:

(i) entertainment venues shall include premises that host musical or theatrical performances, art exhibitions or oral presentations;

(ii) recreational sporting venues shall include premises where such recreational sports as golf and bowling occur;

(iii) video gaming shall not be included within the definition of entertainment or recreational sports; and

(iv) revenues from video gaming shall not be counted as gross sales from entertainment or from recreational sports for purposes of determining whether an entertainment or recreational sports license shall be issued, revoked or renewed.

(5) (4) Class "GPA" (Convenience Store - All Types of Alcohol) primary licenses authorize the retail sale of all types of alcoholic liquor only in the original package for consumption off of the premises at retail grocery convenience stores, as those premises are defined in Section 1(g) of this Chapter Code, at which motor vehicle fuels are sold.

(6) (5) Class "GPB" (Convenience Store - Beer and Wine Only) primary licenses authorize the retail sale of beer and wine only in the original package for consumption off of the premises at retail grocery convenience stores, as those premises are defined in Section 1(j) of this Chapter Code, at which motor vehicle fuels are sold.

(7) (6) Class "LA" (Limited - All Types of Alcoholic Liquor) primary licenses authorize the retail sale of all types of alcoholic liquor by civic, charitable, fraternal, educational, patriotic, festival and/or religious organizations on premises in nonresidential locations for a maximum period of sixty (60) days with the following conditions. Only civic, charitable, fraternal, educational, patriotic and/or religious organizations which have been in active and continuous existence for a period of one (1) year prior to the date of making the application or those which are incorporated under the laws of the State of Illinois will be eligible to receive an "LA" license. No organization shall be issued more than three (3) LA licenses in any twelve (12) month period. The license shall only apply to catered functions and special events sponsored by the organization.

(8) (7) Class "LB" (Limited - Beer and Wine Only) primary licenses authorize the retail sale of beer and wine of alcoholic liquor by civic, charitable, fraternal, educational, patriotic, festival and/or religious organizations on premises in nonresidential locations for a maximum period of sixty (60) days with the following conditions. Only civic, charitable, fraternal, educational, patriotic and/or religious organizations which have been in active and continuous existence for a period of one (1) year prior to the date of making the application or those which are incorporated under the laws of the State of Illinois will be eligible to receive an "LB" license. No organization shall be issued more than three (3) "LB" licenses in any twelve month period.

(9) (8) Class "MA" (Motel/Hotel Rooms - All Types) primary licenses authorize the retail sale of alcoholic beverages of all types from locked containers in rented motel and hotel rooms for consumption on the premises. The license holder may provide key(s) to registered guests for the locked container(s) in rooms rented by them provided they are over 21 years of age and no one under that age who is not the spouse or child (natural, adopted or foster) of a registered guest will be staying in the room, during the rental period.

(10) (9) Class "MB" (Motel/Hotel Rooms - Beer and Wine Only) primary licenses authorize the retail sale only of beer and wine from locked containers in rented motel and hotel rooms for consumption on the premises. The license holder may provide key(s) to registered guests for the locked container(s) in rooms rented by them provided they are over 21 years of age and no one under that age who is not the spouse or child (natural, adopted or foster) of a registered guest will be staying in the room during the rental period.

(11) (10) Class "O" (Outdoor) - authorizes the retail sale of alcoholic liquor by any person holding a Class R license upon a sidewalk designated in a sidewalk cafe permit adjacent

to the licensed premises during the hours of 9:00 a.m. to 12:00 o'clock midnight, Monday through Saturday, and 12:00 noon to 12:00 o'clock midnight on Sunday, provided that a valid sidewalk cafe permit has been issued, pursuant to Article IX of Chapter 38. During the times when alcoholic liquor may be served under the Class O license, the licensee shall: (1) Not allow or permit any customer, employee or other person to remove alcoholic liquor from the area designated in the sidewalk cafe permit or the service premises of the licensee. (2) Not serve, allow or permit any person to be served, be in possession of, or consume alcoholic liquor in the area designated in the sidewalk cafe permit unless that person is utilizing the seating which has been provided in accordance with the site plan approved with the sidewalk cafe permit. (3) Comply with all requirements set forth in Article IX of Chapter 38. (4) Provide table service, which shall include food service, in the sidewalk cafe area during the hours when alcoholic liquor is permitted to be served. The sidewalk cafe area shall be subject to all provisions of this chapter as though the sidewalk cafe area was part of the licensee's service premises during the times permitted by this section for alcoholic liquor sales. Prior to the issuance of a Class O license the licensee shall provide proof of dram shop insurance. The policy shall name the City of Bloomington as an additional insured, and will indemnify and hold it harmless from any action, proceeding or claim of liability asserted against it as a result of the operation of a sidewalk cafe. Failure by the licensee to maintain the insurance required by this section shall result in the revocation of the license.

(12) (11) Class "PA" (Package Sales - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor only in original packages for consumption only off of the premises and for consumption if beer and wine on the premises in conjunction with a beer and wine tasting as defined in Section 1.

(13) (12) Class "PB" (Package Sales - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine in the original packages for consumption only off of the premises and for consumption on the premises in conjunction with a beer and wine tasting as defined in Section 1.

(14) (13) Class "RA" (Restaurant - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises. The sale of liquor at a restaurant shall be incidental to the principal purpose of the sale of food. "RA" licenses shall be issued and renewed only if the licensee has and maintains gross sales on the premises of all types of alcoholic liquor in an amount less than the gross sales of all types of food. Restaurants shall keep a record of all alcohol and food items sold on the premises and shall, within thirty days of receipt of a written request by the Liquor Commissioner, provide to the City Clerk's office financial statements for the period requested, certified by an independent certified public accountant, showing the proportion of gross sales of alcoholic beverages compared to sales of food. If, in any quarter, gross sales of alcoholic beverages exceed gross sales of food for any two months, the restaurant liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter. A restaurant liquor license shall be issued and renewed only at premises kept, used, maintained, advertised and held out to the public as a place where meals are sold and served and where meals are actually and regularly sold and served to the public. A restaurant shall have seating available for patrons as well as adequate and sanitary kitchen and dining room

equipment, and shall have employed therein a sufficient number and kind of employees to prepare, cook and serve full meals for its guests. "RA" licenses shall be issued and renewed only if the Liquor Control Commissioner believes the licensee will have and maintain gross sales on the premises of all types of alcoholic liquor in an amount less than the gross sales of all types of tangible items, excluding services and rentals.

(15) (14) Class "RB" (Restaurant - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises. The sale of beer and wine at a restaurant shall be incidental to the principal purpose of the sale of food. "RB" licenses shall be issued and renewed only if the licensee has and maintains gross sales on the premises of beer and wine in an amount less than the gross sales of all types of food. Restaurants shall keep a record of all beer, wine and food items sold on the premises and shall, within thirty days of receipt of a written request by the Liquor Commissioner, provide to the City Clerk's office financial statements for the period requested, certified by an independent certified public accountant, showing the proportion of gross sales of beer and wine compared to sales of food. If, in any quarter, gross sales of beer and wine exceed gross sales of food for any two months, the restaurant liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter. A restaurant liquor license shall be issued and renewed only at premises kept, used, maintained, advertised and held out to the public as a place where meals are sold and served and where meals are actually and regularly sold and served to the public. A restaurant shall have seating available for patrons as well as adequate and sanitary kitchen and dining room equipment, and shall have employed therein a sufficient number and kind of employees to prepare, cook and serve full meals for its guests. "RB" licenses shall be issued and renewed only if the Liquor Commissioner believes that the licensee will have and maintained sales on the premises of beer and wine in an amount less than the gross sales of all types of tangible items, excluding services and rentals.

(16) (15) Class "S" (Sunday) secondary licenses issued to the holder of any primary license described herein (except Class "W" which is valid on Sunday) extend the authority of primary licenses to Sunday hours as specified in Section 20 of this Chapter.

(17) (16) "SA" (Secondary Premises - All Types of Alcohol) authorizes the retail sale of all types of alcoholic liquor by the current holder of a TA, TB, RA, RB, PA or PB license at nonresidential public premises other than the premises covered by the existing license at locations and on days approved by the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to and apply to the license issued. The license holder must submit proof of adequate Dram Shop Insurance covering the premises licensed under the "SA" license prior to being issued such license. Any violation of the terms of the "SA" license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.

(18) (17) "SB" (Secondary Premises - Beer and Wine Only) authorizes the retail sale of beer and wine by the current holder of a TA, TB, RA, RB, PA or PB license at nonresidential public premises other than the premises covered by the existing license at locations and days approved by the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to and apply to the license issued. The license holder must submit

proof of adequate Dram Shop Insurance covering the premises licensed under the "SB" license prior to being issued such license. Any violation of the terms of the "SB" license shall be considered a violation of the license holders' primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.

(19) (18) Class "SPA" (Seasonal Performance – All Types of Alcohol)

(a) Authorizes by secondary license the retail sale of all types of alcoholic liquor at a performance venue designated by the Liquor Commissioner for a specified season by the holder of a current TA, TB, RA, RB, PA or PB license. This license may be issued at the discretion of the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to the issued seasonal performance license. The license holder must submit proof of adequate Dram Shop insurance covering the premises licensed under the SPA license prior to being issued such license. Any violation of the terms of the SPA license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.

(b) As used in this and in the succeeding subsection, the term "season" shall mean a defined span of time, not less than 30 days and no more than 1 year, during which a given venue hosts 4 or more performances per month. The length of the performance season for a given venue shall been as defined herein, or as otherwise designated by the Liquor Commissioner.

(c) The term "season" as applied to the Bloomington Center for the Performing Arts shall mean the period of time from August 1 through May 31 of the succeeding year.

(d) The term "season" as applied to the Illinois Shakespeare Festival performed at Ewing Manor shall be the period from June 1 through August 31. (Ordinance No. 2009-71)

(20) (19) Class "SPB" (Seasonal Performance – Beer and Wine Only) authorizes by secondary license the retail sale of beer and wine at a performance venue designated by the Liquor Commissioner for a specified season by the holder of a current TA, TB, RA, RB, PA or PB license. This license may be issued at the discretion of the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to the issued seasonal performance license. The license holder must submit proof of adequate Dram Shop insurance covering the premises licensed under the SPB license prior to being issued such license. Any violation of the terms of the SPB license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.

(21) Class "ST" (Stadium) primary licenses authorize the retail sale of alcohol throughout a stadium for consumption only on the premises. A Class "ST" license shall also authorize the retail sale of all types of alcoholic liquor in designated private suites for

consumption in those designated private suites only. The Class "ST" license shall be issued on the following conditions:

(a) Hours of Operation. Liquor may be sold only on days when a game or event is scheduled. Liquor sales may commence when doors officially open prior to the event. For football or hockey games, all alcohol sales will cease at the commencement of the fourth quarter, or the third period, respectively. For all other events, liquor sales will cease upon the conclusion of the event. Notwithstanding the foregoing, liquor may be served in restaurant areas of the stadium for up to one hour after the conclusion of all events.

(b) Place of Sale. The license holder shall take adequate means to prevent liquor sold in the stadium from being removed from the stadium. The license holder shall take adequate means to prevent liquor sold in the private suites from being removed from the private suites.

(c) Other Conditions:

1. Liquor in plastic or paper cups only. Except for liquor sold in the private suites, all drinks containing alcohol will be sold in plastic bottles, plastic cups, or paper cups only. No glasses, glass bottles, or aluminum bottles or cans of beer will be permitted to be sold in the general interior stadium area. Liquor may be sold in cups, glasses, glass bottles, plastic bottles, aluminum bottles or cans in the private designated suites, but no glasses, glass bottles, aluminum bottles or cans may be removed from the private designated suites.

2. Prevention of consumption of alcohol by minors. The licensee shall employ a sufficient number of persons at events at which alcohol is sold to monitor and prevent the consumption of alcohol by minors. These required monitors may not have as an additional duty the sale of beer or alcohol during the event. There shall be sufficient monitors such that the entire stadium is regularly monitored during the event.

3. Exterior premises clean-up. As a condition of the Class "ST" license, the license holder shall remove all trash and debris from the parking lots and exterior of the premises no later than 10:00 a.m. on the day following a game or other event at which liquor was sold.

(22) (20) Class "TA" (Tavern - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises.

(23) (21) Class "TB" (Tavern - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises.

(24) (22) Class "W" (Catering) primary licenses authorize the holder thereof to provide catering services to private parties pursuant to Section 8 of this Chapter provided, however, that a Class "W" license does not authorize the sale of alcoholic beverages. An additional Sunday license shall not be required.

SECTION 3. That Bloomington City Code Chapter 6, Section 26 shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 26 NO SALE, GIFT OR DELIVERY TO OR BY A PERSON UNDER THE AGE OF 21 YEARS OR AN INCOMPETENT - ILLEGAL PURCHASE OR PROCUREMENT - ILLEGAL POSSESSION – PARENTS' RESPONSIBILITY.

(a) It is unlawful for any person including but not limited to any licensee or any associate, member, representative, agent, or employee of such licensee to sell, give, deliver or serve any alcoholic beverage to any person under the age of 21 years or to any intoxicated person or to any person known to be a spendthrift, insane, mentally ill, mentally deficient or a habitual drunkard.

(b) It shall be unlawful for any person under the age of 21 years to purchase, accept or procure or to attempt to purchase, accept or procure any alcoholic beverage from any liquor dealer or from any other person.

(c) It shall be unlawful for any person to order, purchase or to in any manner to obtain any alcoholic beverage for another person under the age of 21 years. It shall be illegal for any person to sell, give or deliver any alcoholic liquor to another person under the age of 21 years. It shall be illegal for any person to directly or indirectly have any alcoholic beverage sold, given or delivered to another person under 21 years of age or to permit the sale, gift or delivery of any alcoholic beverage to another person under 21 years of age.

(d) It shall be illegal for any person to have any alcoholic beverage in an open container in his/her possession on any street or highway or upon any other public property, except at the following locations:

(1) possession of beer and wine by persons over the age of 21 is permitted at Prairie Vista Golf Course, The Den at Fox Creek Golf Course <u>and Highland Golf Course</u> pursuant to Chapter 31, Section 701, of the Bloomington City Code.

(2) possession of all types of alcohol is permitted inside the Bloomington Center for Performing Arts and on the grounds of Festival Park outside of <u>the</u> Bloomington Center for the Performing Arts under the following conditions:

(i) Alcohol shall only be procured from and served by an individual or entity with a Class <u>EA or EB license or by an individual or entity with a</u> W, T or R liquor license and who has obtained a Class SA or SB license for that location.

(ii) Possession of open alcohol shall be allowed only at events that are either sponsored or organized by the City of Bloomington or by individuals or entities who have signed rental agreements with the City of Bloomington for use of the facilities that permit the individual or entity to serve alcohol.

(iii) Possession of open alcohol other than that procured from the sources enumerated in subsection (i) shall be prohibited.

(iii) (iv) Possession of open alcohol on the grounds of Festival Park shall only be permitted when there is perimeter fencing around the grounds and entrance to the park must be made through gates at two designated locations. Possession of open alcohol on the grounds of Festival Park shall be allowed inside the fenced area only.

(iv) (v) Possession of open alcohol inside the Bloomington Center for Performing Arts shall be prohibited after twelve o'clock midnight whether or not alcohol was procured from the source enumerated in subsection (i). Possession of open alcohol on the grounds of Festival Park shall be prohibited after eleven o'clock p.m.

(v) (vi) All state and local liquor control laws must be obeyed.

(vi) (vii) All rules and regulations for the Bloomington Center for the Performing Arts and Festival Park must be obeyed.

(3) possession of open containers of all types of alcohol is permitted on a sidewalk designated in a sidewalk cafe permit adjacent to a licensed premise with an O license during the time allowed by the O license or as otherwise provided as a condition on the license or order of the Liquor Commission.

(4) possession of all types of alcohol is permitted inside the City of Bloomington Coliseum facility located in the block bounded by Madison Street, W. Front Street, Lee Street and W. Olive under the following conditions:

(i) (a) Alcohol shall only be procured from and served by an individual or entity with a Class ST, EA, EB, W, T or R license authorizing the sale of alcohol in those premises;

(ii) (b) Possession of open alcohol other than that procured from the sources enumerated in subsection (i) shall be prohibited;

(c) Possession of open alcohol shall be allowed only during events held at the coliseum and possession of open alcohol at such events shall further be limited to ninety minutes prior to the commencement and one hour following the conclusion of any such event;

(iii) (d) All state and local liquor control laws must be obeyed;

(iv) (e) All rules and regulations for the Coliseum must be obeyed.

(e) It shall be unlawful for any person to whom the sale, gift, delivery or service of any alcoholic liquor is prohibited because of age to consume or to possess in any manner, including by consumption, any such alcoholic liquor, except as otherwise provided by law. The violation

referred to in this Section which relates to the possession of alcohol after it has been consumed may be identified as the "Illegal Possession of Alcohol by Consumption" or by the number of the Chapter and Section of this Ordinance. This violation may be proven by evidence which indicates that the breath of the person charged with such offense had a smell associated generally or specifically with any alcoholic liquor and no additional evidence relating thereto shall be necessary to find the Defendant to be in violation of this Ordinance. It shall not be necessary to show that the person charged with an offense hereunder was at the time in question under the influence of any alcoholic liquor in any manner, but such evidence shall be admissible to prove a violation of this Ordinance.

The possession and dispensing or consumption by a person under the age of 21 years of an alcoholic beverage in the performance of a religious service or ceremony or the consumption of alcoholic liquor by a person under the age of 21 years under the direct supervision and direct approval of the parents or parent of such person in the privacy of a home is not prohibited by this Ordinance, and this provision shall be considered only as a defense for which the burden of proving that it applies to and was reasonably relied upon in a particular case shall be on the person charged with an offense under this Chapter.

(f) It shall be unlawful for any parent or guardian to suffer or permit his or her child or ward under the age of 18 years to violate any provisions of this Chapter.

(g) It is illegal for the holder of a Class "MA" or "MB" license to sell or otherwise provide to any person any liquor or a key to a container that has liquor in it in a rented room on the premises if any person staying in the room is under 21 years of age except when such person is the spouse or a natural, adopted or foster child of the person who is renting the room who must be 21 years of age or older. These alcoholic beverages may be provided for refreshment purposes only and license holders may not provide in any room enough alcoholic beverages which could cause the persons over 21 years of age who are renting the room to become intoxicated. If there is any doubt whether a registered guest is 21 years of age or older or whether any terms of this license may be violated, the license holder must request identification which will prove that the terms of the license are not being violated. It is illegal for a person under 21 years of age to obtain or to attempt to obtain a key to a refreshment container that has alcoholic beverages in it or to use such a key to obtain any alcoholic beverage from such a container.

SECTION 4. That Bloomington City Code Chapter 6, Section 27 shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 27 NO UNDERAGE OR INTOXICATED PERSON IN LICENSED PREMISES - EXCEPTIONS AND BURDEN OF PROOF.

(a) It shall be unlawful:

(1) for any intoxicated person to be or remain in any premises licensed hereunder;

(2) for any person under the age of 21 years to enter, to be or remain in any licensed premises having a Class T (Tavern) liquor license, except that any person under the age of 21 years may be or remain on the premises: where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises, except that any person under the age of 21 years may be or remain on the premises:

(i) (a) if accompanied by his or her parent(s) or legally appointed guardian; or

(b) if more than 50% of the gross business income received therein results from the sale of services or commodities other than alcoholic liquor; or

(ii) (c) if legally employed by the license holder of the premises or by an authorized representative thereof as provided in Section 18 17 of this Chapter and if the person is actively performing his/her duties as a legal employee at the time in question;

(3) for any licensee or employee thereof to be or remain on the premises in an intoxicated condition.

(b) It shall be unlawful:

(1) for any licensee hereunder, or the licensee's officer, partner, associate, representative, agent or employee to allow suffer or permit any intoxicated person to be or remain on the licensed premises;

(2) for any licensee holding a Class T (Tavern) liquor license, or the licensee's officer, partner, associate, representative, agent or employee to allow or permit any person under the age of 21 years to be or remain on the in the portion of any licensed premises, except:

where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises, except that any person under the age of 21 years may be or remain in such premises:

(i) (1) if accompanied by his or her parent(s) or legally appointed guardian; or

(2) if more than 50% of the gross business income received therein results from the sale of services or commodities other than alcoholic liquor; or

(ii) (3) if legally employed by the license holder of the premises or by an authorized representative thereof as provided in Section 18 of this Chapter and if the person is actively performing his/her duties as a legal employee at the time in question.

(c) The Defendant/Respondent in any court or administrative hearing shall have the burden of proving as an affirmative defense the exceptions to the prohibitions of minors in

taverns set forth in this Section, and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply. subparagraphs (a)(2)(a)(b) or (c) or (b)(1)(2) or (3), and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply therein.

SECTION 5. That Bloomington City Code Chapter 31, Section 701 shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 701 ALCOHOLIC LIQUOR OR CONTROLLED SUBSTANCE - PROHIBITION.

(a) No person in a park shall drink, sell, possess, make a gift, or offer for sale any alcoholic liquor or controlled substance within the park.

(b) No person under the influence of alcoholic liquor or controlled substances shall enter or remain within the park, nor shall any person within the park use, administer, receive, offer for sale, possess, or make available to himself or any person or animal any alcoholic liquor or controlled substance.

(c) No person shall use or possess any article which from a distance of 50 feet or more is confusingly similar to a container of an alcoholic beverage.

(d) Notwithstanding the provisions of sections (a), (b) and (c) the sale, possession and consumption of beer and wine only is permitted at Prairie Vista Golf Course, and the Den at Fox Creek Golf Course and Highland Golf Course under the following conditions:

(1) Beer and wine shall only be offered for sale by the City of Bloomington as allowed under a RBS or EB liquor license issued for each of the premises.

(2) Beer and wine may be provided by a person holding a Class W catering license at an approved event.

(3) No beer and wine other than that procured from sources enumerated in subsections (1) and (2) shall be allowed.

(4) All state and local liquor control laws must be obeyed.

(5) All rules and regulations for the golf courses must be obeyed.

SECTION 6. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 7. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. 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 9. This Ordinance shall be effective ten (10) days after the date of its publication.

PASSED this 16th day of December, 2013.

APPROVED this 17th day of December, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item. He clarified that the Liquor Commission had addressed this text amendment. Geoffrey Tompkins, Liquor Commissioner, was in attendance at the Council meeting. Discussions regarding this text amendment began during the summer 2013. The definition of a Restaurant had been clarified. The Liquor Commission would have the authority to request financial reports on a quarterly basis to insure compliance. There were also other housekeeping amendments to Chapter 6. Alcoholic Beverages. He recognized and thanked George Boyle, Asst. Corporation Counsel, for his efforts. The goal of this text amendment was to be clear but not intrusive. He had spoken with the Council, the Liquor Commission and the City's legal staff.

The primary purpose of a restaurant was to serve food. The Entertainment classification would address establishments with a liquor license which did not fit the definition of a restaurant or a tavern. The definition of entertainment was clear and addressed the primary purpose of this type of establishment. Sixty percent (60%) of sale revenue must be from items other than alcohol. He cited green fees, bowling rental, ticket sales, etc. He cited the Bloomington Center for the Performing Arts as an example of an entertainment venue. The Stadium classification used the Town of Normal's liquor code as an example. This portion of the text amendment was meant to address the US Cellular Coliseum. He cited the public hearing which had been held on December 3, 2013.

The text amendment would not change the de facto moratorium on tavern liquor licenses in the Downtown's saturation blocks. Fees had not been addressed. Liquor license fees would be addressed at a future date.

Alderman Stearns questioned this item's impact on the Downtown.

Mayor Renner believed that it would address the Downtown by the elimination of establishments that were in reality taverns but holding restaurant liquor licenses. Restaurants would not be able to use video gaming receipts to qualify for a restaurant liquor license. He expressed his hope that this text amendment would be of assistance to the Downtown.

Alderman Schmidt questioned how new license classification would be assigned.

Mayor Renner noted that there would be an application process. The establishment must demonstrate that sixty percent (60%) of total sales were from nonalcoholic items.

Alderman Schmidt expressed her appreciation for the time spent on this item. This text amendment had brought clarity.

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

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

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

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, expressed his appreciation to the Public Works' crews for their efforts during the recent snow storm. They had done a tremendous job. The key to avoiding an accident during winter weather events was to slow down.

He also addressed a letter from the Illinois Attorney General's Office. It addressed the Council's attendance at a City of Peoria Council meeting. The PAC, (Public Access Counselor), determined that the City had not violated the Open Meetings Act. The City had received the letter this date.

MAYOR'S DISCUSSION: Mayor Renner noted the Holiday Spectacular which was held at the Bloomington Center for the Performing Arts over the weekend. In addition, the McLean County Chamber of Commerce and Laborers Christmas Party was also held this past weekend. He believed that Alderman Schmidt passed out over 500 books.

He again thanked George Boyle, Asst. Corporation Counsel, for his efforts on the text amendment to the Alcoholic Beverage code. Council had made progress.

He wished the Council, City staff and residents Happy Holidays.

ALDERMEN'S DISCUSSION: Alderman Fruin provided the Council with a handout entitled My Town. He noted that the Economic Development Council's, (EDC), quarterly luncheon would be held on Thursday, December 19, 2013. The topic would address the workforce. He offered his ticket as he was unable to attend. He wished all present a Merry Christmas.

Alderman Fazzini had been attending the EDC's luncheons. They provided high level overviews. He informed the Council that he had attended the Wreath Across America military ceremony at Miller Park on Saturday, December 14, 2013.

Alderman Stearns wished all present a Merry Christmas.

Alderman Lower requested that everyone remember those who would be on duty over the holidays. He cited the military and uniformed police/fire personnel as examples.

Mayor Renner announced that the meeting was adjourned. Time: 7:23 p.m.

Tracey Covert
City Clerk

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FOR COUNCIL: January 13, 2014

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on Wednesday, January 8, 2014 by posting via the City's web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

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

FOR COUNCIL: January 13, 2014

SUBJECT: Tax Levy Reports

RECOMMENDATION/MOTION: That the reports be received and placed on file.

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

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

BACKGROUND: The following reports should be received and placed on file with the City Clerk:

1. Police Pension Fund Required Reporting to Municipality as of April 30, 2013 Fiscal Year End

2. Police Pension Fund Comprehensive Annual Financial Report as of April 30, 2013 Fiscal Year End

3. Firemen's Pension Fund Required Reporting to Municipality as of April 30, 2013 Fiscal Year End

4. Firemen's Pension Fund Comprehensive Annual Financial Report as of April 30, 2013 Fiscal Year End

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Police Pension Fund Comprehensive Annual Financial Report as of April 30, 2013 Fiscal Year End
Attachment 2. Firemen's Pension Fund Comprehensive Annual Financial Report as of April 30, 2013 Fiscal Year End

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Motion: _____ Seconded by: _____

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

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD
As of 4/30/2013 fiscal year end

(40 ILCS 5/3-143) (from Ch. 108 1/2, par. 3-143)
Sec. 3-143. Report by pension board.
The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.

1.
Total Trust Assets (see attachment 1 for complete listing)

Total Assets (market value):	**$54,115,852**
Actuarial Value of Assets (see item 8 for explanation):	**$52,524,514**

2.
Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll:	**$963,465**
Employer Contributions and all other sources:	**$3,922,758**

3.
Estimated amount required during the next succeeding fiscal year to:

(a) pay all pensions and other obligations provided in this Article:	**$4,786,564**
(b) meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:	**$4,886,223**

4.

Total Net Income received from investment of net assets:	**$4,531,003**
Assumed Investment Return:	**7.25%**
Actual Investment Return:	**8.82%**
Total Net Income received from investment of net assets (FYE 4/30/2012):	**$1,185,073**
Assumed Investment Return (FYE 4/30/2012):	**7.25%**
Actual Investment Return (FYE 4/30/2012):	**2.19%**

5.

Total number of Active Employees that are financially contributing to the fund:	**126**

6.
Disbursements to:

(i) Annuitants in receipt of a regular retirement pension:	
Total number of annuitants:	**60**
Total amount that was disbursed in benefits:	**$3,267,144**
(ii) Recipients being paid a disability pension:	
Total number of annuitants:	**12**
Total amount that was disbursed in benefits:	**$506,847**
(iii) Survivors and children in receipt of benefits:	
Total number of annuitants:	**18**
Total amount that was disbursed in benefits:	**$373,026**

7.
Funded ratio of the fund: **51.73%**

8.
Unfunded Actuarial Accrued Liability: **$49,018,414**

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

9.
Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.
(See attachment 2)

Certification

I, Daniel Donath, President of the Bloomington Police Pension Board, City of Bloomington, McLean County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this 28th day of November, 2013.

Daniel Donath
President of Bloomington Police Pension Board

Source: P.A. 95-950, eff. 8-29-08

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD
As of April 30, 2013 fiscal year end

(40 ILCS 5/4-134) (from Ch. 108 1/2, par. 4-134)
Sec. 4-134. Report by pension board.
The board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for appropriating and levying taxes for the year for which the report is made.

1.
Total Trust Assets (see attachment 1 for complete listing)

Total Assets (market value):	**$43,242,943**
Actuarial Value of Assets (see item 8 for explanation):	**$43,025,877**

2.
Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll:	**$674,877**
Employer Contributions and all other sources:	**$3,266,919**

3.
Estimated amount required during the next succeeding fiscal year to:

(a) pay all pensions and other obligations provided in this Article:	**$3,850,527**
(b) meet the annual requirements of the fund as provided in Sections 4-118 and 4-120:	**$3,941,796**
The increase in employer pension contributions resulting from the implementation of P.A. 93-068	**$107,933**

4.

Total Net Income received from investment of net assets:	**$4,370,096**
Assumed Investment Return:	**7.25%**
Actual Investment Return:	**11.02%**
Total Net Income received from investment of net assets (FYE April 30, 2012):	**$593,577**
Assumed Investment Return (FYE April 30, 2012):	**7.25%**
Actual Investment Return (FYE April 30, 2012):	**1.29%**

5.
Total number of Active Employees that are financially contributing to the fund: **102**

6.
Disbursements to:

(i) Annuitants in receipt of a regular retirement pension:	
Total number of annuitants:	**53**
Total amount that was disbursed in benefits:	**$2,951,906**
(ii) Recipients being paid a disability pension:	
Total number of annuitants:	**15**
Total amount that was disbursed in benefits:	**$559,527**
(iii) Survivors and children in receipt of benefits:	
Total number of annuitants:	**15**
Total amount that was disbursed in benefits:	**$415,184**

7.
Funded ratio of the fund: **53.28%**

8.
Unfunded Actuarial Accrued Liability: **$37,726,669**

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

9.
Investment Policy of the pension board under the statutory investment restrictions imposed on the fund. (See attachment 2)

Certification

I, Ronald Fowler, President of the Bloomington Fire Pension Board, City of Bloomington, McLean County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/4-134.

Witness my hand this 10th day of December, 2013.

Ronald Fowler
President of Bloomington Fire Pension Board

Source: P.A. 95-950, eff. 8-29-08

FOR COUNCIL: January 13, 2014

SUBJECT: Reappointment to Zoning Board of Appeals

RECOMMENDATION/MOTION: That the Reappointment be approved.

STRATEGIC PLAN LINK: Goal 3. Strong Neighborhoods.

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

BACKGROUND: I ask your concurrence in the reappointment of Michael W. Ireland, 816 S. Mercer Ave., Bloomington 61701 to the Zoning Board of Appeals. His four (4) year term will expire on April 30, 2018.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Assistant

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Zoning Board of Appeals Roster

Motion: _____ Seconded by: _____

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

Boards Commissions - Current Status

1/3/2014 KB

Category	Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Re/Appointment Date	Attendance Last 12 Meetings
Zoning Appeals Board	Chair		Mike	Ireland	816 S. Mercer	Bloomington	IL	61701	04/30/07		
Zoning Appeals Board			Barbara	Meek	1914 Hackberry Rd.	Bloomington	IL	61704	04/30/14		
Zoning Appeals Board			William	Zimmerman	1413 Mill Creek Rd	Bloomington	IL	61704	04/30/16	01/09/12	
Zoning Appeals Board			Richard	Briggs	3 Sable Oaks Ct.	Bloomington	IL	61704	04/30/17	05/13/13	
Zoning Appeals Board			Robert	Kearney	514 S. Moore	Bloomington	IL	61701	04/30/17	05/13/13	
Zoning Appeals Board			Amelia	Buragas	23 White Place	Bloomington	IL	61701	04/30/17	05/13/13	
Zoning Appeals Board			James	Simeone	1923 E Taylor	Bloomington	IL	61701	04/30/17	05/13/13	
Zoning Appeals Board	Staff		Mark	Woolard	109 E Olive	Bloomington	IL	61701			

Number of Vacancies
0

Number of Applications on file
6

Number of Expired Board Members
1

Notes
4 year terms
7 members
Number Mayor Appoints: 7
Type: Internal
City Code:
Requrired by code - State or City: No
Meets Regularly - 3rd Wednesday of each month at 3:00pm in the Council Chambers

FOR COUNCIL: January 13, 2014

SUBJECT: Waive the Formal Bid Process and Purchase Services of Starnet Technologies, Inc. for an Urgent Upgrade of the Supervisory Control and Data Acquisition (SCADA) System which Controls clarifiers

RECOMMENDATION/MOTION: That the formal bid process be waived, services by Starnet Technologies, Inc. for an emergency upgrade of the SCADA System controlling the clarifiers be approved, in the amount of $75,900, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The Water Department Supervisory Control and Data Acquisition (SCADA) system is over 25 years old and is in need of increasing maintenance. The SCADA system provides the connectivity between various pump stations and the water treatment plant as well as within the water treatment plant itself, it controls various operating capabilities such as the ability to turn a pump on or off remotely and also collects and archives data from the control system. Currently, the Department utilizes a SCADA system integrator, Starnet Technologies, Inc., on a contractual basis, to provide maintenance above which the Department Staff are able to provide. Staff has worked with this system integrator for several years and finds the firm to be professional, responsive and cost-effective.

Starnet Technologies, Inc. has provided SCADA integration services for the City for over 20 years and knows the SCADA system extremely well since they helped build the system we currently utilize. The City still utilizes Bristol Babcock control devices in certain areas of the control system and not all system integrators are familiar with Bristol control systems since they are largely obsolete. The Water Department is in the process of preparing a SCADA Master Plan Request for Qualifications (RFQ) within the next few months and after the receipt of the RFQ a Request for Proposals (RFP) will be made for the SCADA system Master Plan.

Currently, portions of the existing Bristol Babcock control system have failed and the City is unable to obtain Bristol Babcock spare parts, particularly control boards. Therefore, we are in the tenuous position of having no control boards in case any control board should fail.

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

FINANCIAL IMPACT: Payment for the purchase of urgent upgrade of the Supervisory Control and Data Acquisition (SCADA) system controlling the clarifiers will be made from the

Water Purification-Engineering Services (50100130-70050). Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 144.

Respectfully submitted for Council consideration.

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

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

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

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

FOR COUNCIL: January 13, 2014

SUBJECT: Resolution Authorizing the Execution of a Joint Agreement with the Town Of Normal and the Ecology Action Center for an Energy Efficiency Program

RECOMMENDATION/MOTION: That the Joint Agreement for an Energy Efficiency Program in the amount of $37,700 annually for two (2) years be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 1. City services delivered in a cost-effective manner.

STRATEGIC PLAN SIGNIFICANCE: Objective 5. Partnering with others for the most cost effective service delivery.

BACKGROUND: On May 13, 2013, the City Council approved a Plan of Operation and Governance for a Municipal Electricity Aggregation Program. As part of the adoption of the Plan of Operation and Governance, the City is mandated to provide an Energy Efficiency Initiative offering energy conservation education to residents and small businesses. Normal adopted a similar Plan of Operation and Governance in November 2012. The City and Normal have asked the Ecology Action Center (EAC) to present a proposal for a joint energy conversation education program which would meet the objectives outlined in the Plans of Governance.

Council also approved a "civic contribution" fee of one/tenth of one cent per kilowatt hour of electricity delivered to customers since the aggregation program began in July 2013. The monthly fee collected is based on the number of residential and small businesses that are in the program.

At the request of Bloomington and Normal municipalities, the EAG proposed a two-year energy conservation education program to run from April 1, 2014 through March 31, 2016 with an annual budget of $65,000. As detailed in the attached proposal, the program includes the employment of a part-time community energy coordinator, development of a resource website, on-site assessments for residential and eligible small business customers, and community education programs and outreach.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Current and future residents/customers of Municipal Aggregation Program.

FINANCIAL IMPACT: The energy efficiency program will be funded through the aggregation "civic contribution" fees (10010010-57005) prorated according to the number of eligible accounts in each community. Bloomington will contribute $37,700 annually for a total of $75,400 during the contract period. Normal will contribute $27,300 annually for a total of $54,600. The City has collected civic contribution fees since July of 2013. Fee revenue

collected to date is more than sufficient to fund Bloomington's share of the joint energy conservation education program. If approved by Council, the City's portion of $37,700 for year one (1) will be added to the Proposed FY 2015 budget under Non-Departmental-Other Purchased Services (10010010-70690).

MONTH	# OF ACCOUNTS	AMOUNT
July	55	$11.62 *first month of program*
August	19377	$14,182,16
September	18534	$15,867.36
October	18050	$9,715.20
November	15924	Not Received

Respectfully submitted for Council consideration.

Prepared by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Proposed Agreement
Attachment 3. Plan of Governance

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -
A RESOLUTION AUTHORIZING EXECUTION OF AN ENERGY EFFICIENCY PROGRAM AGREEMENT WITH THE TOWN OF NORMAL AND THE ECOLOGY ACTION CENTER

WHEREAS, the City of Bloomington is a Home Rule Unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City of Bloomington, Town of Normal and the Ecology Action Center desire to establish a framework for the continuing administration and implementation of the Bloomington-Normal Energy Efficiency Program to include energy efficiency and conservation education and outreach for the City of Bloomington and Town of Normal and to assist the municipalities in meeting the requirements of the Illinois Power Agency Act; and

WHEAREAS, it is in the best interest of the health, safety and welfare of the citizens of Bloomington to enter into an Energy Efficiency Program Agreement the Town of Normal and the Ecology Action Center.

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

SECTION ONE: That the City of Bloomington hereby authorizes the Mayor of the City Council to enter into an Energy Efficiency Program Agreement with the Town of Normal and the Ecology Action Center. A copy of said Agreement is marked Exhibit "A", attached hereto and incorporated herein by reference.

SECTION TWO: That the City Clerk be, and she is hereby authorized and directed to attest to the signature of the Mayor of the City Council on said agreement and to retain a fully executed original of said agreement in the City Clerk's office for public inspection.

ADOPTED this 13th day of January, 2014.

APPROVED this ___ day of January, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ENERGY EFFICIENCY PROGRAM AGREEMENT

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

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the Bloomington-Normal Energy Efficiency Program, hereafter referred to as the "Program", to include energy efficiency and conservation education and outreach for the City and Town and assist the City and Town in meeting the requirements of the Illinois Power Agency Act, which requires municipalities participating in municipal electricity aggregation to provide energy efficiency services.

B. Period of Agreement:

The period of this agreement is two (2) years, commencing April 1, 2014 and ending March 31, 2016. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City and Town

The City and Town shall:

a. provide program guidance and oversight
b. provide funding for the project in accordance with item "D" of this agreement.

2. Center

The Center shall:

a. provide a Community Energy Coordinator
b. provide energy efficiency education, outreach, and technical services to the City and Town as outlined in Appendix A; and
c. complete the following reporting requirements: 1) quarterly progress reports to Bloomington and Normal, 2) annual progress reports to Bloomington and Normal.

D. Project Costs:

1. Annual payments of $37,700.00 and $27,300.00 shall be made by the City and the Town respectively by May 1st, pending receipt of an invoice from the Center by April 15th.
2. An annual cost of living increase will be added to the annual fees after April 2015 and April 2016 equal to lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

3. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City and Town. Either party may terminate the agreement with sixty (60) days written notice to the other party.

E. The Center shall save and hold the City and Town (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance by Center of the terms of this agreement.

F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

_____ _____
City of Bloomington Date

_____ _____
Town of Normal Date

_____ _____
Ecology Action Center Date

APPENDIX A
Services Provided

2104 Energy Efficiency Education and Outreach Program

The Ecology Action Center proposes a comprehensive community energy program to encourage increased energy efficiency and energy conservation with the goal of reducing electricity demand. The program will target the 27,995 Bloomington-Normal households and 1,786 small businesses enrolled in municipal electricity aggregation. While all residents will benefit from many aspects of the program, some services may be reserved for those enrolled in aggregation.

Services included in the program include:

- **Community Energy Coordinator:** This ¾ FTE staff position acts as a clearinghouse on energy issues and resources for the community, networking with contractors and social service agencies in order to better direct potential clients towards their services.
- **Energy website:** Development of a resource-rich website with sections ranging from home weatherization, installation of water heater blankets, how to choose a CFL or LED light bulb, cost savings calculators, and many other energy efficient devices and strategies.
- **Mini-Energy Audit:** The Energy Coordinator will conduct on-site assessments for enrolled customers of electricity aggregation which may include installation of a hot water heater blanket, CFL or LED lamps, low-flow shower heads and faucet aerators, and power strips, programmable thermostats, demonstration of phantom load of electronics using Kill-o-Watt Meter, weatherizing drafty windows and/or doors, etc. A nominal fee may be charged to help offset costs of materials and demonstrate an investment in the strategies on the part of the home-owner.
- **Education programs:** presentations and workshops to community groups, classrooms, or workplaces on strategies to reduce electricity usage. Use existing "energy bike" or other resources to convey concepts of energy efficiency.
- **Outreach:** Information booths at community events promoting the services of the program.
- **Branding:** Development of a program name, logo, and custom website domain.
- **Promotion**: Elevation of visibility of program services and energy strategies through traditional media (radio and print advertisements) and social media (creation of channels sharing energy tips, etc.).
- **Visibility:** An emissions-free Mitsubishi MiEV wrapped with program messaging will help spread the word about energy efficiency as a rolling billboard. This vehicle will be used to transport program materials to presentations and energy audits and will be parked at public events to help generate interest in energy efficiency.

- **Flexibility:** Program content and focus will evolve over time to best address community needs and priorities as identified through collaboration with other community partners involved in energy issues.
- **Supplemental revenue:** If additional revenue sources are located to supplement municipal funding, the program will be prepared to grow accordingly, using this funding for energy efficiency re-grants, additional outreach through traditional media, or additional supplies for residential and small business energy audits.

Program Budget

Funding for the program is directly proportional to the number of households and businesses enrolled in municipal electricity aggregation in each municipality.

aggregation customer type	quantity	percentage
Normal residential	11,762	39.5%
Normal commercial	745	2.5%
Normal total	**12,507**	**42.0%**
Bloomington residential	16,230	54.5%
Bloomington commercial	1,041	3.5%
Bloomington total	**17,271**	**58.0%**
Bloomington-Normal total	**29,778**	**100.0%**

REVENUE item			amount
annual payment from Normal		$	27,300
annual payment from Bloomington		$	37,700
	total	**$**	**65,000**

EXPENSE item		amount	
payroll & payroll taxes		$	25,000
advertising and printing		$	19,500
energy auditing supplies		$	8,500
transportation		$	5,000
administrative overhead		$	7,000
	total	**$**	**65,000**

Plan of Operation and Governance for Municipal Opt-Out Electricity Aggregation

CITY OF BLOOMINGTON

Committee for Municipal Electricity Choice

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16. Selected Supplier Responsibilities

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18. Miscellaneous

1) Purpose of Municipal Opt-Out Aggregation

In compliance with Illinois statute 20 ILCS 3855/1 - 92 of the Illinois Power Agency Act ("Act") regarding aggregation of electrical loads by municipalities, the City of Bloomington ("Municipality") has developed this Plan of Operation and Governance ("Plan") explaining the process and procedures of Municipality's Electricity Aggregation Program ("Program"). According to the Act, Municipality will serve as governmental aggregator (GA) authorized to collect all residential and small business electricity loads within Municipality's municipal boundaries and seek bids from Alternative Retail Electric Suppliers (ARES). Residences and small businesses located within the service area of an electric co-operative such as Corn Belt are not eligible under state law to participate.

This Plan has been prepared in cooperation with Good Energy, L.P., the "Consultant", to provide an understanding of structure, governance, operations, management, and policies of the Program to be utilized for residents and small businesses participating in the Program. The purpose in developing this Plan is to describe the uniform approach to the Program undertaken by municipal officials and Pursuant to 20 ILCS 3855/1-92. The load aggregation plan shall:

- Provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers.

- Describe demand management and energy efficiency services to be provided to each class of customers.

- Meet any requirements established by law concerning aggregated service offered pursuant to statute 20 ILCS 3855/1-92.

The Program is designed to reduce the amount eligible residents and small businesses pay for electricity, and to gain favorable economic and non-economic terms in power supply contracts with ARES. Municipality shall seek fixed electricity prices for each eligible class of customers that may be lower than the comparable price available from the local distribution company, in this case Ameren ("Ameren"). Individual residential and small business retail consumers are unable to obtain significant price discounts since they lack the bargaining power, expertise and economies of scale enjoyed by larger industrial consumers. The Program will band together numerous electric accounts, providing the benefits of competitive energy markets that work to benefit the smaller consumer.

Municipality does not own electric generation assets and will not purchase and resell electricity, but represents consumer interests as a GA to set the terms for electricity supply and service from competing ARES licensed with the State. Through a competitive bid process operated and managed by Consultant, Municipality will enter into a contract with an ARES for full-requirements retail electricity supply service. The contract is expected to be for a fixed price for a specified term. Municipality may contract with one or more ARES if necessary to meet the needs of participating residents and small businesses.

2) Background – Illinois Power Agency Act

On August 10, 2009, Public Act 96-0176 amended the Illinois Power Agency Act authorizing municipalities and counties to form electrical aggregations of residents and small businesses. The Act allows for authorization to be given to municipalities only after the passage of a referendum, after which the utilization of an Opt-Out form of aggregation would comply with the statute. Once the referendum is passed, the municipality can develop an aggregation program for the procurement of electricity supply to residential and small business customers.

Since the Act was amended, over 500 communities in both Ameren and Commonwealth Edison utility territories have passed referenda and will be going out to bid for electricity in this government purchasing arrangement. Municipalities are combining the electrical loads of their residents and small businesses in a Request for Proposal to ARES.

On April 9, 2013, in accordance with the requirements of the Act, the corporate authorities of Municipality approved an ordinance or resolution allowing a referendum question to be placed on the consolidated election ballot to operate an Aggregation Program as an "Opt-Out" program. Under the Opt-Out program, all Ameren residential and small commercial retail customers in Municipality are automatically included as participants in the Program unless they are receiving electric supply through Power Smart Pricing, Hourly Supply Service, Real Time Pricing, ARES service, and/or net metering programs, nor will it include All Electric accounts. Those that opt-out of the Program by providing notice of their intention not to participate in the Municipal Aggregation buying group will also not be included in the program. On April 9, 2013, a majority of citizens voted YES to the referendum question, allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation. Residences and small businesses located within the service area of an electric co-operative such as Corn Belt are not eligible under state law to participate.

In addition to passing the required ordinances by the Corporate Authorities, Municipality may also be required to comply with various rules and regulations established by authorized agencies of the State of Illinois. Municipality will promptly file any application and comply with any applicable rules and regulations required by Illinois law for certification as a Municipal Aggregator and to operate the Aggregation Program under the Act. As required by the Act, the Corporate Authorities developed and approved this Aggregation Plan of Operation and Governance ("Plan").

Before adopting this Plan and as required by the Act, the Corporate Authorities duly published a notice in a local newspaper(s) of general circulation, informing the public of two public hearings to raise questions or concerns about this Plan. The public hearings were held by the Corporate

Authorities at Municipality and provided the residents with a meaningful opportunity for comment regarding the Program and this Plan. According to the Opt-Out disclosure program, the Opt-Out notice for the Program shall be provided in advance to all eligible electric customers in Municipality upon approval of this Plan and once a winning ARES has been selected. The Opt-Out notice and disclosures shall comply with the Act and all rules and regulations of the State of Illinois, and shall fully inform such electric customers in advance that they have the right to Opt-Out of the Program. The Opt-Out notice shall disclose all required information including, but not limited to, rates, terms and conditions of the Program, and the specific method of how to Opt-Out of the Program.

Municipality has retained Good Energy, LP ("Consultant") to assist with administering the Program, the Opt-Out process, managing the competitive bidding process, and writing the Request for Proposal ("RFP") to help officials select the most suitable ARES and commodity product for participating residents and small businesses wanting to participate in the Program.

3) Opt-Out Process

Eligible residential and small business accounts (non-residential accounts consuming <15,000 kWh/year) shall have the opportunity to Opt-Out of the Program in accordance with statute 20 ILCS 3855/1-92. Any resident or small business that follows the specified procedures to Opt-Out of the Program will remain on Ameren's standard service offer listed on the Ameren website. A listing of the Ameren customer rates may be found for homes at http://www.ameren.com/sites/aiu/Rates/Pages/ResidentialRates.aspx and http://www.ameren.com/sites/aiu/Rates/Pages/NonResidentialRates.aspx for businesses.

Following completion of the RFP and after the ARES is selected and a fixed supply rate has been successfully locked in, the eligible customer list will be sent to the selected ARES. The winning ARES will have thirty (30) days from receipt of the data to mail the opt-out notices to all eligible residential and small businesses included in the Program. As mentioned above, this list will include all residential, and small commercial accounts that will realize savings through the accepted bid price. Furthermore, the Program will not include residential customers receiving electric supply through Power Smart Pricing, Hourly Supply Service, Real Time Pricing, ARES service, and/or net metering programs, nor will it include All Electric accounts. Those that opt-out of the Program by providing notice of their intention not to participate in the Municipal Aggregation buying group will also not be included in the program. This will ensure maximum participation for all eligible customers under the program.

Opt-Out Notices: A notice will be sent to all residential and small business accounts that are deemed eligible per the terms of this Plan (see "Eligible Customer Service Classes" section). A

sample of the notice is provided in Schedule A of this Plan. The contents of the notice will be on Municipality's municipal letterhead to avoid confusion with any other ARES offers in the state.

Distribution of Opt-Out Notices: The selected ARES will be required to pay for the cost of printing and mailing of Opt-Out notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Ameren's customer list. The selected ARES and Municipality will agree upon the format of the Opt-Out notice prior to mailing it to the eligible service classes. The selected ARES will mail Opt-Out notices to eligible residential and small business accounts.

Opt-Out Period: After the mailing, there will be an Opt-Out Period of at least 15 days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program. The Opt-Out notice will clearly notify the Resident and Small Business of the rates to be charged for electricity and other terms of the contract with the selected supplier.

Customer support during Opt-Out Period: The selected ARES will have a toll-free phone number and website explaining the steps for Opting-Out of the Program. If necessary, the selected ARES will provide bilingual or multilingual customer support to explain the Opt-Out procedure to non-English speaking residents. During this period and through the initial procurement term, the Consultant will provide customer support for any and all issues not satisfied by ARES customer support.

Enrollment: Once the Opt-Out Period has concluded, the selected ARES will not enroll those Ameren customers Opting-Out from the Program. In the event that an eligible resident or small business is inadvertently omitted from the Program, the selected ARES shall use its best efforts to enroll that customer at the Program rate for the remaining term.

No Early Cancellation Charges: Residents leaving the program shall not be assessed any fee.

Opt-Out Steps Overview:

1-The selected ARES and Municipality will agree upon the format of the Opt-Out notice prior to mailing residential and small business customers.
2-The selected ARES will mail Opt-Out notices to all eligible customer service classes.
3-Recipients will have at least **fifteen (15)** days from the postmark on the notice to return notice to selected ARES if they want to be removed from the Program.
4-Recipients will be able to Opt-Out by returning an Opt-Out card via U.S. Mail to the selected ARES.
5-The ARES will offer a toll-free phone number and website to aid recipients with the notice

and the Opt-Out procedure. Further support will be provided by the Consultant through a link on the website http://www.munienergychoice.com.

6-Additionally, residential and small businesses that do not Opt-Out, per step 4 above, will receive written notification from Ameren stating that they are about to be switched. Ameren defines this as a "Letter of Rescission".

7-The Letter of Rescission will inform the participant that they have approximately **ten (10)** days to rescind the contract by contacting Ameren. The selected ARES will not enroll those accounts Opting-Out of Program.

4) Request for Proposal-Summary

With the assistance of the Consultant, Municipality will issue a Request for Proposals ("RFP"), utilizing predetermined criteria based on technical specifications, bidder requirements, bidding processes, and contract documents, to select a single Alternative Retail Electric Supplier (ARES). The Consultant will evaluate the bids received and will recommend a single ARES to serve as the electricity supplier to all eligible residents and small businesses within the municipal limits.

5) Consolidated Billing Procedures

On January 20, 2010, Ameren filed a revised tariff with the Illinois Commerce Commission in order to implement a purchase of receivables ("POR") with consolidated billing ("CB") service ("POR-CB Program") for the benefit of retail customers and ARES, pursuant to Section 16-118 of the Illinois Public Utilities Act. This allows for a single bill, administered solely by Ameren, where Ameren will invoice the Ameren regulated delivery charges and supply rate provided by the selected ARES contained in the Power Supply Agreement. _____ will utilize the POR-CB Program with its Municipal Aggregation to permit billing services of Ameren and the selected Supplier. Customers participating in the Program will receive a single bill from Ameren that itemizes among other things, the cost of generation provided by the Supplier.

6) Credit Requirement and Default Procedures

Credit policies and procedures continue to be the responsibility of Ameren. Municipality will not be responsible for late or non-payments on the parts of any of its residents or small businesses. Municipality will have no separate policy with regard to Collection, Security Deposits, Application of Late Charges, Default, and Bankruptcy. Ameren follows the requirements of Title 83 of the Illinois Administrative Code Part 280. If there is a delinquent account, Ameren will send collection notices to the customer's mailing address of record for service charges rendered by Ameren, following established collection policies regardless of whether the customer participates in the Program or not. In the case of a POR-CB Program, the billing method the Program will utilize, the ARES'

receivable becomes Ameren's receivable and Ameren will be responsible for those collection efforts under Ameren's policy and requirements.

CUSTOMER INQUIRIES: Ameren operates a call center to assist customers with inquiries and resolve billing issues. Ameren has toll-free numbers to contact the call centers printed on electric account holders' bills. For residential customers, the toll-free number is 1-800-755-5000. For business customers, the toll-free number is 1-800-232-2477.

7) Program Move-Ins and Move-Outs

Moving to Municipality from another jurisdiction: Residents and businesses that move into Municipality will be automatically included in the Program. Consultant will periodically request updated account lists from Ameren and the winning ARES. Using a comparative scrubbing process, Consultant will then send a list of newly eligible, but currently not enrolled accounts, to ARES, whereupon ARES will promptly send Opt-Out notices so that so that these account holders may be given the option to participate. These accounts will be given fifteen (15) days from the postmark date on the notice to return the Opt-Out notice if they do not wish to participate in the Program.

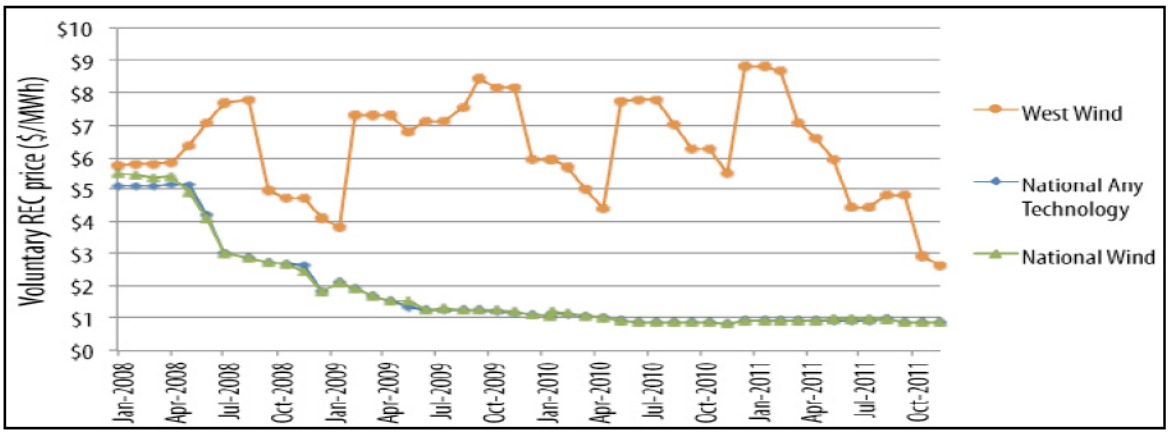
Moving within Municipality: The Program and contract with selected ARES shall require continued eligibility at the same rate and under the same terms and conditions for residents and small businesses that are in the Program, but move within the jurisdiction, providing the electric customer notifies the ARES of their new account number and service address. Customers may be required to be on Ameren tariff service for one or two bill cycles after notifying the ARES of the new account information.

8) Enrollment and Opt-Out During Program

After the initial Opt-Out Process is completed, Municipality and the ARES may establish protocols and procedures as described in #7 above, to hold additional Opt-Out processes for eligible new residential and small commercial accounts that were not mailed Opt-Out notices in earlier Opt-Out rounds within the term of the ongoing aggregation. Any new accounts shall be able to enroll in the aggregation program under the same terms, conditions, and pricing as accounts that were initially enrolled during the previous Opt-Out round. However, newly enrolled accounts will only have the ability to participate in the ongoing aggregation program for the time remaining in the term of the agreement with the Supplier. Costs (for example for printing and mailing) associated with subsequent Opt-Out rounds will be paid in the same manner as for the initial Opt-Out round. Customers who decide to opt-out at a later time will not be required to pay a fee or penalty for the decision to opt-out.

9) Green Power – Renewable Energy

All retail electricity supply in Illinois is subject to Illinois Renewable Portfolio Standard (RPS). The ARES shall include renewable power in the quantities specified by the RPS. Renewable electricity will come from 100% renewable resources and will be provided in the form of a fully-bundled electricity product, presumably satisfied by using Renewable Energy Certificates (RECs). Any amount exceeding the required RPS quantity (Voluntary RECs) shall be generated by renewable generating technologies meeting the U.S. Environmental Protection Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements, and "new" requirements as
detailed here (http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf). Both the RECs and the winning supplier will be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources in order to satisfy the precise mix of green power necessary to achieve the goal of environmental steward in the community. The City Council has the option to require the ARES to purchase renewable power in amounts which exceed the minimums required by RPS. Other municipalities who have done so include Normal, Champaign, Urbana, Peoria and Decatur. The added cost to customers for the 100% renewable energy option would be .0008 per kilowatt hour or approximately $8.00 per year.



Though there is a preference for Illinois-generated renewable electricity, this electricity may come from other U.S. States. The annual cost of renewable power in the voluntary market has tumbled by more than 500% for National Wind RECs since 2008 (see graph below), providing enormous value and buying opportunity.

U.S. Department of Energy
Voluntary REC prices, January 2008 to December 2011
Sources: Spectron Group (2012)

Additional benefits of requiring renewable power include the following:

- Incentive for local business development;
- Foundation for new/enhanced curricula for Illinois students:
  - http://www1.eere.energy.gov/education/lessonplans/default.aspx
  - http://www.eia.gov/kids/
  - http://www.epa.gov/students/
  - http://www.fsec.ucf.edu/en/education/index.htm
  - http://www.nesea.org/k-12/cleanenergyforacleanenvironment/
  - http://www.nrel.gov/learning/
  - http://www.need.org/
- Potential to add to economic development for the State with regard to new renewable generation investment.

10) Program Education Initiative

The ARES shall develop the educational program in conjunction with Municipality officials. Its purpose will be to explain the Program to eligible residents and small businesses, provide updates, offer customer support during the term of the agreement, and provide the opportunity for participants to Opt-Out of the Program.

Each eligible residential and small business customer of Ameren within the jurisdiction of this Program will receive a notification by mail explaining the Program, the procedure which must be followed in order to Opt-Out of the Program, the fixed electricity rate the municipality contracted for on behalves of participants in the Program, termination policies, and the deadline to return the Opt-Out letter.

An education initiative will inform residents of the specifics of the program. The education initiative may contain, but is not limited to the following:

- Mailings
- Community Meetings
- Advertisements
- Program Website
- Toll-Free Information Line
- Informational Videos

11) Demand Management and Energy Efficiency Initiative

Reduced energy costs should in no way be considered a license for increased usage. For that reason, no energy plan is complete without balancing reduced supply cost for end-users with some method(s) for demand side management and reduction. Ameren offers an online calculator which determines each customer's price-to-compare ("PTC").

Utilities very often provide incentives to customers in the form of rebates for making lighting and/or other appliance improvements. These efficiency rebates are published here for Ameren: http://www.actonenergy.com/for-my-home/residential-incentive-programs.

Lighting is often considered the "low-hanging fruit" for demand reduction. It represents approximately 14% of all residential electricity consumption in the U.S. Switching from incandescent light bulbs to Compact Fluorescent Lights (CFLs) or Light Emitting Diodes (LEDs) can lower usage in the average home by 75%, to as much as 85% respectively.

The municipality may work with the selected ARES and Consultant to develop an Energy Efficiency Program. This initiative will provide a resource where residential consumers can find information about home energy efficiency measures. Education about demand management can be provided to homeowners such as identifying the newest lighting technology or the latest efficiency rebate information. A call center can be established to answer questions on retrofitting home heating and lighting systems. A web resource may be offered. Customers will be able to access information concerning utility rebate programs. Ameren programs include:

- Lighting Discounts
- Refrigerator Recycling
- Clothes Washer Rebates
- Central AC Cycling
- System Replacement

- Home Energy Assessment
- Multi-Family Efficiency

12) Power Supply Agreement – General Terms

After the RFP process, Municipality will have the option to execute a Power Supply Agreement ("Agreement") with the selected ARES.

Bids by prospective ARES shall provide fixed-price offers for multiple term lengths. Consultant will conduct an analysis of future market trends, forecast utility default prices and a regulatory overview, and ultimately make a recommendation for term length. Municipality will select the length of term that offers the most protection against future increases in energy prices. At its discretion, Municipality will set the time duration of any subsequent contract term.

- The agreement shall specify the approved rates and the power mix for the Program, and shall disclose all additional or ancillary fees.
- The agreement shall require the ARES to maintain all required licenses and qualifications, and to provide all services required by the RFP.
- The agreement shall require the ARES to provide all services in compliance with this Plan, as may be amended.
- The ARES must agree not to solicit or contract directly with eligible residents or small businesses in the Program for service or rates outside the aggregation, and agrees not to use the customer data and information for any other marketing purposes.
- The ARES must agree to indemnify and hold Municipality harmless from any claims, causes of action, damages, judgments, and financial obligations arising from the Program.
- The ARES shall obtain and maintain, for the duration of the Power Supply Agreement, such proof of insurance and performance security as the municipality deems necessary.
- The Agreement may provide that the ARES will assist in developing a Program Education Initiative.

Termination of Service

End of Term: the Power Supply Agreement with the ARES will terminate upon its expiration.

Early Termination: Municipality will have the right to terminate the Power Supply Agreement prior to the expiration of the term in the event the ARES commits any act of default. Acts of default include, but are not limited to the following:

- Breach of confidentiality regarding customer information;

- The disqualification of the ARES to perform the services due to the lapse or revocation of any required license or certification;
- The Utility's (Ameren) termination of its relationship with the ARES;
- Any act or omission that constitutes deception by affirmative statement or practice, omission, fraud, misrepresentation, or bad faith practice;
- Billing in excess of the approved rates and charges;
- Billing or attempting to collect any charge other than the approved kWh rates and contractually approved charges;
- Failure to perform at a minimum level of customer service.

Upon termination for any reason, Municipality shall notify Ameren to return the residents and small business accounts to the Default Tariff Service. Upon termination, each account holder participating in the Program will receive written notice of the termination of the Program.

13) Pricing Methodology

The Program shall offer residents a fixed-price for the purchase of electricity for a specified Term. This will be the Program Rate measured in price per kilowatt-hour (kWh). The rate will include traditionally bundled renewable power components in the form of Renewable Energy Certificates (RECs) as defined in #9 above, and will reflect various lengths of terms, contractual benefits, and possible hold premiums. The City Council has the option to require the ARES to include a civic contribution which could be up to 1/10 of a cent per kilowatt hour. If assessed at the maximum amount, this could generate approximately $200,000 to $250,000 in revenue to the City of Bloomington. Other municipalities who have required a civic contribution are Normal, Champaign, Urbana, Peoria and Decatur.

Commodity Price: Consultant will request and receive from the selected ARES consistent market price quotes. The market price quotes will be reviewed by the Consultant to establish that the specific pricing details are consistent with market prices and tariffs and are consistent with the terms of the Power Supply Agreement. If the daily market price quote is deemed acceptable by the Consultant, the Consultant will inform Municipality officials of the price and pricing components and recommend acceptance. If accepted, Municipality will affirm acceptance of the commodity price verbally and in writing to the selected ARES.

The ARES invited to bid will quote rates for the following energy mixes and terms:

- Lowest Traditional Power Price – The lowest priced electricity supply available from an ARES using, at a minimum, renewable energy conforming to requirements of the Illinois Renewable Portfolio Standard (RPS).

- Price Match – The lowest price that supports a "Utility Price Match" meaning the ARES will be required to match future annual average Ameren tariff rates in the event the Ameren tariff rates decrease in price below the Program price per kilowatt-hour.
- 100% Renewable – Electricity where 100% of the energy used by the aggregated accounts will be offset by Renewable Energy Credits that meet the U.S. Environmental Protection Agency's Green Power Partnership's definition of eligible green power resources, vintage requirements, and "new" requirements as detailed here (http://www.epa.gov/greenpower/documents/gpp_partnership_reqs.pdf). Renewable Energy Credits shall also be Green-e certified and/or the RECs will be sourced through MISO-registered renewable sources.

14) Eligible Customer Service Classes

After selecting and contracting with an ARES, any customers determined to be ineligible due to one or more of the following shall be removed from the eligible account list:

- Customer is not located within the municipal territory limits;
- Customers is locked into a power supply agreement with an ARES;
- Customer receiving Ameren "FREE" service;
- Customer has hourly rate (real time pricing);
- Customer is on Ameren's All Electric rate;
- Customer on Ameren bundled hold;
- Non-residential accounts using more than 15,000 kWh.

The Retail Customer Identification Information will remain the property of the municipality, and the ARES will comply with the confidentiality and non-compete provisions in the Supply Agreement.

After the Retail Customer identification Information is reviewed, the ARES will mail the Opt-Out Notices described below to all eligible account holders within the boundaries of the municipality.

The ARES shall treat all customers equally and shall not deny service to any customer in the Program, or alter rates for different classes of customers unless authorized by Illinois State law or administrative code.

15) Supplier (ARES) Selection Criteria

ARES responding to the RFP will be measured on the basis of Illinois licensing and certification standards, Price, Program marketing, experience, and quality of the response. The ARES will also hold Municipality harmless of any financial obligations or liability that may arise as a result of the Program.

ARES Selection Criteria

- Price per kWh and corresponding terms;
- Power Supply Contract flexibility;
- Proof of financial solvency and investment grade credit rating;
- Quality of response to Request for Proposal;
- Program Marketing Plan and Informational outreach;
- Municipal Aggregation Experience;
- Municipal Opt-Out Experience;
- Certified as an Alternative Retail Electricity Supplier in the State of Illinois;
- Compliant to Purchase of Receivables-Consolidated Billing ("POR-CB Program") facilitating Ameren single-billing to participants in the Program.

16) Selected Supplier Responsibilities

The Program requires a competent entity as an ARES to perform and manage electric supply aggregation services for the Program. The ARES shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including, but not limited to, no switching fees and the conditions under which Program participant may Opt-Out without penalty.
The ARES must provide, upon request, an electronic file containing the Program participant's usage, charges for retail supply service, and such other information reasonably requested by the Consultant.
The ARES shall create and maintain a secure database of all Program participants. The database will include the name, address, Ameren account number, and the ARES's account number of each active Program participant, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter reading cycle. The database will be updated at least quarterly. Accordingly, the Supplier will develop and implement a program to accommodate participants who (i) leave the Program due to relocation, Opting-Out, etc. (ii) decide to join the Program; (iii) relocate anywhere within the corporate limits of the municipality, or (iv) move into the municipality and elect to join the Program. **(See Appendix A of this Plan)**

Education: The ARES shall develop and implement an educational program that generally explains the Program to all residential and small business customers.

ARES will provide updates and disclosures mandated by Illinois law and applicable rules and regulations, and implement a process to allow any participant the opportunity to Opt-Out of the Program according to the terms of the Power Supply Agreement.

Customer Service: Supplier shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate participant inquiries and complaints about billing and answer questions regarding the Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how participants may remit payment, and how collection of delinquent accounts will be addressed. The ARES and Municipality will enter into a separate customer service plan agreement or the terms shall be included in the Power Supply Agreement.

Billing: Ameren will provide a monthly billing statement to each Program participant which shall include ARES charges. The ARES will not charge any additional administrative fee(s).

Compliance Process: The ARES shall develop internal controls and processes to ensure that Municipality remain in good standing as a Governmental Aggregator and ensure that the Program complies with the Act and all applicable laws, and rules and regulations, as they may be amended periodically. It will be the ARES responsibility to deliver reports at the request of the municipality in a timely manner that will include (i) the number of participants in the Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the municipality; (iv) comparison of the participants charge for the supply of electricity from one designated period to another identified by the municipality. The ARES shall also develop a process to monitor, and shall promptly notify in writing, any changes or amendments to the Act, laws, rules or regulations applicable to the Program.

Notification to Ameren: The residential and small business customers that do not Opt-Out of the Aggregation Program will be enrolled automatically in the Program by the ARES. Eligible residents and small businesses included in the Program will not be asked to take affirmative steps to be included in the aggregation group. To the extent that Ameren requires notification of participation, the ARES shall provide such notice to Ameren. Periodically, the ARES will inform Ameren through electronic means, of any new members that it is enrolling into the Aggregation Group.

17) Liability

Municipality shall not be liable to residents or participants for any claims, however styled, arising out of the Program or the provision of aggregation services by the municipality or the ARES. Participants or members in the aggregation group shall assert any such claims solely against the ARES pursuant to the power supply agreement.

18) Miscellaneous

The operation of this Aggregation Program may be impacted by any of the following:

- Amendments to the Act;
- Federal Energy Regulatory Commission (FERC) tariffs that may be enacted or amended;
- Illinois Commerce Commission (ICC) rules and regulation as may be enacted or amended;
- Ameren tariffs as approved or amended periodically by the ICC;
- Federal, state, and local laws;
- Rules, regulations, and orders approved or enacted by federal, state, or local regulatory agencies.

A copy of this Plan of Operation and Governance will remain on file at the administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any potential or existing Program participants in accordance with the municipal rules for copying public documents.

Appendix A: Sample Opt-Out Notice

MUNICIPAL LETTERHEAD & LOGO

_____, __ 2013

Dear (City, County, Village, Town) resident,

On April 9, 2013, a majority of citizens voted yes on a referendum question allowing corporate authorities to form a Municipal Opt-Out Electricity Aggregation. _____ officials are happy to offer eligible residents and small businesses SAVINGS over Ameren Illinois ("Ameren") rates by banding together all eligible electric service classes.

The (City, County, Village, Town) of _____ ran a competitive bid to select a licensed Alternative Electricity Supplier to provide savings to residents and small businesses with electric service in the (City, County, Village, Town). After researching competitive electricity pricing options, we have chosen _____ to provide you with savings on your electric generation through (Month) 201_. There is no cost to join and you will not be charged a fee for partaking in this program. You will be automatically enrolled and there is no need to do anything to participate.

As a participant of this Municipal Electricity Aggregation, you are expected to save____ percent off your Price-to-Compare. Your Price-to-Compare is the price you pay for electric generation from the utility.

Your account will be transitioned to the Municipal Electricity Aggregation Program approximately within 30 - 45 days, depending upon the meter read date for your accounts. You are not obligated to participate in the (City, County, Village, Town) aggregation program and you may remain with the utility without penalty or fees. If you wish to be removed from the program and remain a full-service customer of (Ameren), you have a deadline date of _____, __ 2013 to return the attached "opt-out" card. If you leave the program after the deadline, you could be subject to a cancellation fee from the Alternative Electricity Supplier.

After you become a participant in this governmental aggregation program, (Ameren) will send you a letter confirming _____ as your Alternative Electricity Supplier (ARES). As required by law, this letter will inform you of your option to rescind your enrollment with adequate notice prior to the scheduled switch.

To remain in the Municipal Electricity Aggregation Program, you do NOT have to take any action when you receive this letter.

Ameren will continue to maintain the system that delivers power to your home and/or business. You will continue to receive a one bill from Ameren. You will continue to receive the same quality service from Ameren. After enrollment is complete your bill will show your new supply rate from _____.

If you have any questions, please call the information line at _____, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the (City, County, City) of _____ with aggregation program questions.

Sincerely, (City, County, Village, Town) of _____

[THIS SECTION MAY BE A SEPARATE PRE-PAID POSTCARD]

Opt out by returning this form before the deadline date of _____, ___ 2013.

☐ I do NOT want to participate in this Municipal Electricity Aggregation Program.

Service Address_____ City_____, Zip Code_____

Phone Number_____ Account Number _____

Account Holder Signature_____ Date_____

FOR COUNCIL: January 13, 2014

SUBJECT: Renewal of Intergovernmental Agreement for Police Booking Services

RECOMMENDATION/MOTION: That the Intergovernmental Agreement with McLean County Sheriff's Department for Booking Services be renewed, in the amount of $24,828, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Utilizing the Sheriff's Department for booking, retention, and fingerprinting reduces costs for the Police Department by not incurring the expense of having their own jail facilities thus providing the most cost-effective service.

BACKGROUND: For several years, an intergovernmental agreement has been in effect between the City and the McLean County Sheriff's Department for retention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

The cost of the agreement for one year is $24,828 ($2,069 per month), a 3 percent increase for 2014. The term of the agreement is January 1, 2014 through December 31, 2014, renewable on an annual basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: This change would increase the fee for booking services from $24,108 to $24,828, a 3% increase. This has been budgeted in line item Police Administration-Other Purchased Services (10015110-70690). Stakeholders can locate this in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 255. This will also be budgeted in the same line item in the FY 2015 Budget.

Respectfully submitted for Council consideration.

Prepared by:	Brendan O. Heffner, Chief of Police
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Patti-Lynn Silva, Director of Finance
Legal review by:	Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: _____ Seconded by: _____

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.

2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Twenty Four Thousand Eight Hundred and Twenty Eight Dollars and no Cents ($24,828.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Sixty Nine Dollars and no Cents ($2,069.00) at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2014 through December 31, 2014. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

   Notices to Bloomington Police Department shall be sent to:

   Brendan Heffner, Chief of Police
   Bloomington Police Department
   305 S. East
   Bloomington, IL. 61701

   Notices to County of McLean shall be sent to:

   Russell Thomas, Chief Deputy
   McLean County Sheriff's Department
   104 West Front Street
   P.O. Box 2400
   Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.

11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.

13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.

14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Tari Renner, Mayor, City of Bloomington — Date

Brendan Heffner, Chief of Police, City of Bloomington — Date

ATTEST:

Tracey Covert, City Clerk, City of Bloomington — Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board — 11.19.2013 Date

Mike Emery, Sheriff of McLean County — 11-25-2013 Date

ATTEST:

Kathy Michael, Clerk of the County Board of McLean County, IL — 11.19.2013 Date

FOR COUNCIL: January 13, 2014

SUBJECT: Government Center Operation and Maintenance Expenses for Calendar Year 2014 in the amount of $374,209

RECOMMENDATION/MOTION: That Attachment No. Twelve to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City and McLean County jointly lease the Government Center facility from the Public Building Commission (PBC). According to the terms of the lease, the County and City must each make an equal annual payment to the PBC to cover operation and maintenance expenses for that year. The amount of payment is determined each year based upon the previous years' expenses and anticipated additional expenses. The City's share for calendar year 2014 (Fiscal Year 2015) has been determined to be $374,209.

Payment History:

Calendar Year	Bloomington	County	Total
2014	$374,209*	$374,209	$748,418
2013	$374,582	$374,582	$749,164
2012	$383,635	$383,635	$767,270
2011	$384,221	$384,221	$768,442
2010	$412,305	$412,305	$824,610

*FY 2015 payment, not yet approved/paid

The lease requires the parties to execute an attachment to the lease every year to indicate the operation and maintenance expenses due for that year. Staff respectfully recommends approval of the attachment and authorization for payment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: NA.

FINANCIAL IMPACT: This is intended to be paid for out of the FY 2015 Budget as contractually obligated in account: Government Center-Repair/Maintenance Building (10015485-70510) to fulfill the City's legal obligation. Both the City and McClean County pay equal shares of the total annual maintenance.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Assistant Corporation Counsel

Financial Review by: Chris Tomerlin, Budget Analyst
Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Attachment: Attachment 1. No. Twelve to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building

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Motion: _____ Seconded by: _____

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

ATTACHMENT NO. TWELVE TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois dated November 20th, 2001, between the undersigned parties, the City and County agree to pay to the PBC for the period beginning January 1st, 2014 and ending December 31st, 2014 the sum of $748,418.00 . Of this total, the city agrees to pay $374,209.00 and the County agrees to pay $374,209.00;

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building for the one-year period beginning January 1, 2014 said functions being all pursuant to the provisions of Section III of the Lease, dated November 20th, 2001.

The City and County agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amounts hereinabove set forth.

COUNTY OF MCLEAN

By: Matt Sorn
Chairman, County Board
Executed: 12-17-2013

ATTEST: Kathy Michael
COUNTY CLERK

PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS .

By_____
Its Chairman
Executed _____

ATTEST:

_____
Its Secretary

CITY OF BLOOMINGTON

By: _____
Its Mayor
Executed _____

ATTEST:

_____
City Clerk

FOR COUNCIL: January 13, 2014

SUBJECT: Application of OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on February 21, 2014

RECOMMENDATION/MOTION: That a LA liquor license for OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to consider the application of OSF St. Joseph Medical Center Foundation for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel and Tracey Covert, City Clerk; and Jennifer Sedbrook, Executive Director and Kate Boutilier, Development Associate, and Applicant representatives.

Commissioner Renner questioned the purpose of this application. Jennifer Sedbrook, Executive Director and Applicant representative, began by informing the Commission that this application was for a fund raiser for the OSF St. Joseph Medical Center Foundation to be held at the Eastland Medical Plaza I Atrium on Friday, February 21, 2014 from 6:00 to 8:30 p.m. This request was for a Limited License for a nonprofit corporation.

She reminded the Commission that this was an annual event. She believed that this would be the event's eighteenth year and the sixth time to host it in February. World Tour, A Sampling of International Beer, Wine and Food, involved tasting cups to serve the beer, wine and spirits.

Commissioner Tompkins noted that he had attended this event. It was a nice and well run event.

Commissioner Renner questioned who would act as servers. Ms. Sedbrook noted that OSF was working Famous Liquors located at 1404 E. Empire. No orders can be accepted at the event. Acceptance of same would be the point of sale.

Ms. Sedbrook noted that this year would mark this event's seventeenth or eighteenth anniversary. The event was originally held at Central Station. This will be the fifteenth year for it to be held on the OSF campus. There also were corporate sponsors for this event.

Ms. Sedbrook noted that last year all of the food had been donated which made a positive impact upon the Foundation's pledge. This year, the event would offer spirits for tasting. An example would be offering Irish whiskey at the Ireland table.

Ms. Sedbrook estimated the event attendance at 250. The event recognized OSF/St. Joseph's donor base. Dollars raised from this year's event will be used to meet the Foundation's pledge to the hospital. These dollars will be directed towards a new high bred OR project. This type of operating room would be the first of its type in the area. A high bred OR offered shorter surgery and recovery time which resulted in higher patient satisfaction
Commissioner Renner informed the Applicant that the license fee would be waived as in the past.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fund raiser to be held on February 21, 2014 from 6:00 - 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The agenda for the December 10, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. License fee waived.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: _____ Seconded by: _____

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

FOR COUNCIL: January 13, 2014

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Megan Owens and Phillip Wood to allow moderate consumption of alcohol at their May 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, and Tracey Covert, City Clerk, and Megan Owens, bride and request's representative.

Commissioners absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Megan Owens, bride, addressed the Commission. The wedding was scheduled for May 3, 2014 at the Lake Bloomington Davis Lodge. There were 100 people on the guest list. A Renee, located at 306 N. Center St., Suite 102, would be retained to provide liquor service, which would be limited to beer and wine only. The wedding was scheduled for 3:00 p.m. The wedding reception was scheduled for 5:00 to 9:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Megan Owens and Phillip Wood to allow moderate consumption of alcohol at the Lake Bloomington David Lodge for their May 3, 2014 wedding be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the December 10, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

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

WHEREAS, Megan Owens and Phillip Jacob Wood are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 4:00 p.m. to 11:00 p.m. on May 3, 2014; and

WHEREAS, Megan Owens and Phillip Jacob Wood 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 May 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 13th day of January, 2014.

APPROVED this ___ day of January, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: January 13, 2014

SUBJECT: Amendment to the Cable Television Franchise Agreement between the City and Comcast of Illinois/Indiana/Ohio LLC

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

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

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

BACKGROUND: On September 26, 2011, Council approved a Cable Television Franchise Agreement ("Agreement") between the City and Comcast of Illinois/Indiana/Ohio LLC ("Comcast") granting Comcast a non-exclusive franchise to construct, operate and maintain a cable television system. Section 2.6 of that Agreement outlined a provision regarding competitive equity. Specifically, that in the event the City granted an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

The Illinois Level Playing Field Statute provides that if a franchising authority determines that it is in the best interest of the municipality to grant an additional cable television franchise, with limited exception, no such additional cable television franchise shall be granted under terms or conditions more favorable or less burdensome than those required under the existing cable television franchise, including but not limited to terms and conditions pertaining to the territorial extent of the franchise, system design, technical performance standards, construction schedules, performance bonds, standards for construction and installation of cable television facilities, service to subscribers, public educational and governmental access channels and programming, production assistance, liability and indemnification, and franchise fees.

On June 10, 2013, Council approved a Cable Television Franchise Agreement between the City and iTV-3, Inc. ("iTV-3"). Several terms and conditions in the iTV-3 Agreement are different from those in the Comcast Agreement. Those terms are as follows:

- iTV-3's Agreement provides for at least ninety (90) days' notice of the necessity to relocate facilities. In comparison, Comcast's Agreement provides for at least sixty (60) days' notice.
- iTV-3's Agreement requires the Grantee to make cable service available to an area where a minimum of fifteen (15) households have requested service within 1200 feet of the technically feasible connection point. In comparison, Comcast's Agreement

requires that service is provided to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the technically feasible connection point. *For Comcast, the equivalent of the service obligation required of iTV-3 would be sixty-six (66) dwelling units per mile and within one (1) mile of the technically feasible connection point.*

- iTV-3's Agreement requires the Grantee to notify the City of any changes in ownership within thirty (30) days of any transfer or ownership totaling more than 51% of the Cable System. Comcast's Agreement requires written consent by the City prior to a transfer or ownership change totaling more than 51% of the Cable System.

In accordance with Section 2.6 of its Agreement and the Illinois Level Playing Field Statute, Comcast has requested that its Agreement be amended to reflect the iTV-3 provisions referenced above.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: NA.

FINANCIAL IMPACT: NA.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachment: Attachment 1. Amendment

Motion: _____ Seconded by:

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

FIRST AMENDMENT TO THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND COMCAST OF ILLINOIS/INDIANA/OHIO, LLC.

THIS FIRST AMENDMENT TO THE CABLE TELEVISION FRANCHISE AGREEMENT ("Amendment"), executed this _____ day of _____, 2014 ("Effective Date") between the City of Bloomington, Illinois, an Illinois municipal corporation ("City") and Comcast of Illinois/ Indiana/ Ohio, LLC. ("Comcast").

WHEREAS, on September 26, 2011, the City granted Comcast a non-exclusive franchise to construct, operate and maintain a cable television system; and

WHEREAS, the City granted an additional non-exclusive franchise to iTV-3, Inc. ("iTV-3") on June 10, 2013; and

WHEREAS, the franchise granted to iTV-3 contains several terms and conditions that are different than the terms and conditions included in the Comcast Cable Television Franchise Agreement ("Agreement"); and

WHEREAS, Section 2.6 of the Agreement and the Illinois Level Playing Field Statute (65 ILCS 11-42-11) provides the opportunity for Comcast to request that the same terms or substantially equivalent terms be included in its Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree to amend the Agreement as provided below:

1. Section 3.5 of the Agreement is amended as follows:

3.5. The Grantee shall not be required to relocate its facilities unless it has been afforded at least ninety (90) days' ~~sixty (60) days~~ notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

2. Section 4.1 of the Agreement is amended as follows:

4.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least sixty-six (66) ~~thirty (30)~~ dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable.

3. Section 6.1 of the Agreement is amended as follows:

6.1. Grantee shall notify the City of any change in ownership of the Cable System within thirty (30) days of any transfer of ownership totaling more than 51% of the Cable System. ~~Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.~~

4. Except as specifically modified herein, the Agreement shall remain in full force and effect.

5. In the event any provision of this Amendment or the application thereof is determined to be illegal, invalid or unenforceable upon final adjudication by any court of competent jurisdiction, or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other provision hereof, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

COMCAST OF ILLINOIS/ INDIANA/ OHIO, LLC	CITY OF BLOOMINGTON
By: _____	By:_____
John Crowley	Tari Renner
Regional Senior Vice-President	Mayor

FOR COUNCIL: January 13, 2014

SUBJECT: Text Amendment to Chapter 6. Alcoholic Beverages, Section 7A Classification and 7B License Fees

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

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

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

BACKGROUND: The Council passed a Text Amendment to Chapter 6. Alcoholic Beverages at the December 16, 2013 meeting. City staff discovered that an administrative error had occurred. The existing code language which was to be stricken from the City Code had not been. The proposed text amendment addresses this error.

In addition, language needed to be added to Section 7B License Fees. This language will set the liquor license fees for the Entertainment and Stadium liquor licenses. The fee will be the same as the existing fee for the Restaurant liquor licenses. This was the intention of the Liquor Commission as it intends to address liquor license fees in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: George Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING CHAPTERS 6 AND 31 OF THE BLOOMINGTON CITY CODE RELATING TO LIQUOR

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

SECTION 1. That Bloomington City Code Chapter 6, Section 1 shall be and the same is hereby amended to read as follows: (deletions are indicated by strikeouts):

SEC. 1 DEFINITIONS.

Unless the context otherwise requires, the following terms as used in this Article shall be construed according to the definition given below.

Alcohol. "Alcohol" means the product of distillation of any fermented liquor, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.

Alcoholic Liquor. Any spirits, wine, beer, ale or other liquid containing more than one-half of one percent of alcohol by volume, which is fit for beverage purposes.

Beer. "Beer" means a beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt and hops in water, and includes among other things, beer, ale, stout, lager beer, porter and the like.

Change of Ownership. The term "change of ownership" means:

(1) a change in the form of ownership, e.g. from an individual or partnership or to a corporation or from a partnership to an individual;

(2) a change from an individual to a partnership or a change in a partnership such as the addition or deletion of any partner; or

(3) in a corporation, the transfer of over 5% of the stock thereof except for corporations listed on a national stock exchange in which event the transfer of a controlling interest or over 50% of the stock thereof.

Club.

(1) A patriotic or veterans' society organized under the laws of the United States or the State of Illinois; and

(2) A corporation organized under the laws of the United States or the State of Illinois but not pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors kept, used and maintained by its members through the

payment of annual dues and owning, hiring or leasing a building or space in a building of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servants and employees for cooking, preparing and serving food and meals for its members and guests; PROVIDED that such club files with the Mayor at the time of its application for a license under this Ordinance two (2) copies of a list of names and residences of its members and similarly files within ten (10) days of the election of any additional member, his name and address; and PROVIDED FURTHER, that its affairs and management are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at their annual meeting and that no member or any officer, agent, or employee of the club is paid, or directly or indirectly receives in the form of salary or other compensation any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its Board of Directors or other governing body out of the general revenue of the club and which:

(i) is affiliated with a national club or organization and/or clubs or organizations in all 50 states; or

(ii) maintains eating, golf and swimming facilities on club premises for the use of members and their guests; or

(iii) was chartered as a not-for-profit corporation prior to December 5, 1933 and regularly and routinely restricts admittance to the premises to members of the club and their guests.

Fortified Wine. "Fortified Wine" means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar, when fortified by the addition of alcohol or spirits, as above defined.

Hotel. Every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which twenty-five (25) or more rooms are used for sleeping accommodations of such guests and having one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings in connection therewith and such building or buildings, structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

Keg. Any metal, wooden, plastic, paper or other container designed to hold four (4) or more gallons of liquid and actually containing. any amount of alcoholic liquor.

Licensee/License Holder. The individual or organized licensee or license holder and any officer, associate, member, representative, agent or employee of a licensee or license holder.

Original Package. A bottle, flask, jug, can, barrel, keg or other receptacle or container whatsoever used, corked, or capped, sealed and labeled by the manufacturer of alcoholic liquor to contain and to convey any alcoholic liquor, except a bottle or can containing 12 ounces or less of beer shall not be considered an original package unless grouped or fastened in a receptacle containing no less that six such bottles or cans.

Resident of the City. Any person living in the City for a period of not less than one calendar year.

~~Restaurant. Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests.~~

Retail Grocery Convenience Store. Any place kept, used, maintained, advertised and held out to the public as a place where at least five (5) of the following seven (7) categories of products can be purchased at retail: dairy products, baked goods, frozen foods, groceries, snack foods, health and beauty aids, and where a maximum of fifteen percent (15%) of the total public selling space is devoted to the display of alcoholic beverages offered for sale. "Public selling space" includes all of the area between the floor and ceiling of the premises which is open, accessible, and/or visible to members of the general public, including the interior of any cooler or other refrigeration units or storage cases accessible and/or visible to the general public and any area with restricted public access, such as the area behind sales counters, from which sales are made to members of the general public.

Retail Sale. The sale for the use or consumption and not for resale.

Sale. The term "sale" means any transfer or exchange in any manner or by any means whatsoever for a consideration, and includes and means all sales made by any person, whether as principal, proprietor, agent, servant, or employee, and includes, but is not limited to, all of the following acts when done for consideration:

(1) the selling of liquor;

(2) the giving away of liquor;

(3) the dispensing of liquor;

(4) the providing of mix, ice, water or glasses for the purpose of mixing drinks containing alcoholic liquor for consumption on the same premises;

(5) the pouring of liquor;

(6) the providing of "setups" containing alcoholic liquor;

(7) the storage of any alcoholic beverage.

Setup Establishment. The term "setup establishment" means any establishment not holding a Class A, B or C liquor license, which engages in any of the activities described in the definition of Sale of this Chapter.

Single Serving Size. An original package that contains forty (40) ounces or less of alcoholic liquor.

Spirits. Spirits" means any beverage which contains alcohol obtained by distillation, mixed with water or other substance in solution and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

To Sell. "To Sell" includes to keep or expose for sale and to keep with intent to sell.

Unfortified. Wine. "Unfortified Wine" means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables containing sugar, excluding such beverages when fortified by the addition of alcohol or spirits, as above defined.

Wine, Beer and Spirits Tasting: A supervised presentation of beer, wine or spirits products to the public, offered free of charge or for a fee, in which small quantities of beer, wine or spirits are served for consumption on the premises as a sample of the product being sold by the license holder and which meets the following conditions:

A. Samples of beer are offered in amounts of 2 ounces or less, samples of wine are offered in amounts of 1 ounce or less and samples of spirits are offered in amounts of ½ ounce or less.

B. A maximum of two tastings may be conducted during any week.

C. Each tasting shall have a maximum duration of four hours.

D. No tasting shall take place after 9:00 o'clock p.m.

E. All samples shall be poured by the licensee, an employee of licensee or a licensed Registered Tasting Representative.

F. No tastings shall occur at premises of license holders with a GPB or GPA license.

SECTION 2. That Bloomington City Code Chapter 6, Section 7A shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 7A CLASSIFICATION.

All licenses shall be classified as follows:

(1) Class "CA" (Clubs - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises of Clubs as the same are herein defined.

(2) Class "CB" (Clubs - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises.

(3) Class "EA" (Entertainment/Recreational Sports Venue – All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises. "EA" licenses shall be issued and renewed at premises that primarily function as entertainment or recreational sports venues. The sale of liquor at the premises shall be incidental to the primary function of the premises as an entertainment or sports venue. "EA" licenses shall be issued and renewed only at premises where gross sales of admissions to entertainment events, or admission fees and/or rental of recreational sports equipment, constitute at least 60% of the gross sales of the licensee, and where gross sales of alcoholic liquor constitute no more than 40% of the licensee's total gross sales.

(a) A licensee under this Section shall keep a record of gross sales of admissions to entertainment events, or where admission fees and/or the rental of recreational sports equipment, as well as the gross sales of alcoholic liquor sold on the premises. The Licensee shall provide said gross sales records to the City Clerk's office within thirty days of receipt of a written request by the Liquor Commissioner. If, in any quarter, gross sales of admissions to entertainment events, or admission fees and/or rental of recreational sports equipment, constitute less than 60% of the gross sales of the Licensee for any two months of the quarter, the "EA" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter. If, in any quarter, gross sales of alcohol sold on the premises exceed 40% of the Licensee's gross sales for any two months of the quarter, the "EA" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter.

(b) For purposes of the application of this Section:

(i) entertainment venues shall include premises that host live musical or theatrical performances, art exhibitions or oral presentations;

(ii) recreational sporting venues shall include premises where such recreational sports as golf and bowling occur;

(iii) video gaming shall not be included within the definition of entertainment or recreational sports; and

(iv) revenues from video gaming shall not be counted as gross sales from entertainment or from recreational sports for purposes of determining

whether an entertainment or recreational sports license shall be issued, revoked or renewed.

~~(3) Class "F" primary licenses authorize the activities enumerated in Section 1L(2) through (7) of this Chapter.~~

(4) Class "EB" (Entertainment/Recreational Sports Venue – Beer and Wine Only) primary licenses authorize the retail sale on the specified premises of beer and wine only for consumption only on the premises. "EB" licenses shall be issued and renewed at premises that primarily function as entertainment or recreational sports venues. The sale of beer and wine at the premises shall be incidental to the primary function of the premises as an entertainment or sports venue. "EB" licenses shall be issued and renewed only at premises where gross sales of admissions to entertainment events, or admission fees and/or rental of recreational sports equipment, constitute at least 60% of the gross sales of the licensee, and where gross sales of beer and wine constitute no more than 40% of the licensee's gross sales.

(a) A licensee under this Section shall keep a record of gross sales of admissions to entertainment events, or admission fees and/or the rental of recreational sports equipment, as well as the gross sales of beer and wine sold on the premises. The Licensee shall provide said gross sales records to the City Clerk's office within thirty days of receipt of a written request by the Liquor Commissioner. If, in any quarter, gross sales of admissions to entertainment events, or admission fees and/or rental of recreational sports equipment, constitute less than 60% of the gross sales of the Licensee for any two months of the quarter, the "EB" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter. If, in any quarter, gross sales of beer and wine sold on the premises exceed 40% of the Licensee's gross sales for any two months of the quarter, the "EB" liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter.

(b) For purposes of the application of this Section:

(i) entertainment venues shall include premises that host musical or theatrical performances, art exhibitions or oral presentations;

(ii) recreational sporting venues shall include premises where such recreational sports as golf and bowling occur;

(iii) video gaming shall not be included within the definition of entertainment or recreational sports; and

(iv) revenues from video gaming shall not be counted as gross sales from entertainment or from recreational sports for purposes of determining whether an entertainment or recreational sports license shall be issued, revoked or renewed.

(5) ~~(4)~~ Class "GPA" (Convenience Store - All Types of Alcohol) primary licenses authorize the retail sale of all types of alcoholic liquor only in the original package for consumption off of the premises at retail grocery convenience stores, as those premises are defined in Section 1~~(g)~~ of this Chapter ~~Code~~, at which motor vehicle fuels are sold.

(6) ~~(5)~~ Class "GPB" (Convenience Store - Beer and Wine Only) primary licenses authorize the retail sale of beer and wine only in the original package for consumption off of the premises at retail grocery convenience stores, as those premises are defined in Section 1~~(j)~~ of this Chapter ~~Code~~, at which motor vehicle fuels are sold.

(7) ~~(6)~~ Class "LA" (Limited - All Types of Alcoholic Liquor) primary licenses authorize the retail sale of all types of alcoholic liquor by civic, charitable, fraternal, educational, patriotic, festival and/or religious organizations on premises in nonresidential locations for a maximum period of sixty (60) days with the following conditions. Only civic, charitable, fraternal, educational, patriotic and/or religious organizations which have been in active and continuous existence for a period of one (1) year prior to the date of making the application or those which are incorporated under the laws of the State of Illinois will be eligible to receive an "LA" license. No organization shall be issued more than three (3) LA licenses in any twelve (12) month period. The license shall only apply to catered functions and special events sponsored by the organization.

(8) ~~(7)~~ Class "LB" (Limited - Beer and Wine Only) primary licenses authorize the retail sale of beer and wine of alcoholic liquor by civic, charitable, fraternal, educational, patriotic, festival and/or religious organizations on premises in nonresidential locations for a maximum period of sixty (60) days with the following conditions. Only civic, charitable, fraternal, educational, patriotic and/or religious organizations which have been in active and continuous existence for a period of one (1) year prior to the date of making the application or those which are incorporated under the laws of the State of Illinois will be eligible to receive an "LB" license. No organization shall be issued more than three (3) "LB" licenses in any twelve month period.

(9) ~~(8)~~ Class "MA" (Motel/Hotel Rooms - All Types) primary licenses authorize the retail sale of alcoholic beverages of all types from locked containers in rented motel and hotel rooms for consumption on the premises. The license holder may provide key(s) to registered guests for the locked container(s) in rooms rented by them provided they are over 21 years of age and no one under that age who is not the spouse or child (natural, adopted or foster) of a registered guest will be staying in the room, during the rental period.

(10) ~~(9)~~ Class "MB" (Motel/Hotel Rooms - Beer and Wine Only) primary licenses authorize the retail sale only of beer and wine from locked containers in rented motel and hotel rooms for consumption on the premises. The license holder may provide key(s) to registered guests for the locked container(s) in rooms rented by them provided they are over 21 years of age and no one under that age who is not the spouse or child (natural, adopted or foster) of a registered guest will be staying in the room during the rental period.

(11) ~~(10)~~ Class “O” (Outdoor) - authorizes the retail sale of alcoholic liquor by any person holding a Class R license upon a sidewalk designated in a sidewalk cafe permit adjacent to the licensed premises during the hours of 9:00 a.m. to 12:00 o’clock midnight, Monday

through Saturday, and 12:00 noon to 12:00 o'clock midnight on Sunday, provided that a valid sidewalk cafe permit has been issued, pursuant to Article IX of Chapter 38. During the times when alcoholic liquor may be served under the Class O license, the licensee shall: (1) Not allow or permit any customer, employee or other person to remove alcoholic liquor from the area designated in the sidewalk cafe permit or the service premises of the licensee. (2) Not serve, allow or permit any person to be served, be in possession of, or consume alcoholic liquor in the area designated in the sidewalk cafe permit unless that person is utilizing the seating which has been provided in accordance with the site plan approved with the sidewalk cafe permit. (3) Comply with all requirements set forth in Article IX of Chapter 38. (4) Provide table service, which shall include food service, in the sidewalk cafe area during the hours when alcoholic liquor is permitted to be served. The sidewalk cafe area shall be subject to all provisions of this chapter as though the sidewalk cafe area was part of the licensee's service premises during the times permitted by this section for alcoholic liquor sales. Prior to the issuance of a Class O license the licensee shall provide proof of dram shop insurance. The policy shall name the City of Bloomington as an additional insured, and will indemnify and hold it harmless from any action, proceeding or claim of liability asserted against it as a result of the operation of a sidewalk cafe. Failure by the licensee to maintain the insurance required by this section shall result in the revocation of the license.

(12) ~~(11)~~ Class "PA" (Package Sales - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor only in original packages for consumption only off of the premises and for consumption if beer and wine on the premises in conjunction with a beer and wine tasting as defined in Section 1.

(13) ~~(12)~~ Class "PB" (Package Sales - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine in the original packages for consumption only off of the premises and for consumption on the premises in conjunction with a beer and wine tasting as defined in Section 1.

(14) ~~(13)~~ Class "RA" (Restaurant - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises. The sale of liquor at a restaurant shall be incidental to the principal purpose of the sale of food. "RA" licenses shall be issued and renewed only if the licensee has and maintains gross sales on the premises of all types of alcoholic liquor in an amount less than the gross sales of all types of food. Restaurants shall keep a record of all alcohol and food items sold on the premises and shall, within thirty days of receipt of a written request by the Liquor Commissioner, provide to the City Clerk's office financial statements for the period requested, certified by an independent certified public accountant, showing the proportion of gross sales of alcoholic beverages compared to sales of food. If, in any quarter, gross sales of alcoholic beverages exceed gross sales of food for any two months, the restaurant liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter. A restaurant liquor license shall be issued and renewed only at premises kept, used, maintained, advertised and held out to the public as a place where meals are sold and served and where meals are actually and regularly sold and served to the public. A restaurant shall have seating available for patrons as well as adequate and sanitary kitchen and dining room equipment, and shall have employed therein a sufficient number and kind of employees to prepare, cook and serve full meals for its guests. ~~"RA" licenses shall be issued and renewed~~

~~only if the Liquor Control Commissioner believes the licensee will have and maintain gross sales on the premises of all types of alcoholic liquor in an amount less than the gross sales of all types of tangible items, excluding services and rentals.~~

(15) ~~(14)~~ Class "RB" (Restaurant - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises. The sale of beer and wine at a restaurant shall be incidental to the principal purpose of the sale of food. "RB" licenses shall be issued and renewed only if the licensee has and maintains gross sales on the premises of beer and wine in an amount less than the gross sales of all types of food. Restaurants shall keep a record of all beer, wine and food items sold on the premises and shall, within thirty days of receipt of a written request by the Liquor Commissioner, provide to the City Clerk's office financial statements for the period requested, certified by an independent certified public accountant, showing the proportion of gross sales of beer and wine compared to sales of food. If, in any quarter, gross sales of beer and wine exceed gross sales of food for any two months, the restaurant liquor license may be revoked, may not be renewed, or may be subject to added conditions pursuant to Section 37(f) of this Chapter. A restaurant liquor license shall be issued and renewed only at premises kept, used, maintained, advertised and held out to the public as a place where meals are sold and served and where meals are actually and regularly sold and served to the public. A restaurant shall have seating available for patrons as well as adequate and sanitary kitchen and dining room equipment, and shall have employed therein a sufficient number and kind of employees to prepare, cook and serve full meals for its guests. ~~"RB" licenses shall be issued and renewed only if the Liquor Commissioner believes that the licensee will have and maintained sales on the premises of beer and wine in an amount less than the gross sales of all types of tangible items, excluding services and rentals.~~

(16) ~~(15)~~ Class "S" (Sunday) secondary licenses issued to the holder of any primary license described herein (except Class "W" which is valid on Sunday) extend the authority of primary licenses to Sunday hours as specified in Section 20 of this Chapter.

(17) ~~(16)~~ Class "SA" (Secondary Premises - All Types of Alcohol) authorizes the retail sale of all types of alcoholic liquor by the current holder of a TA, TB, RA, RB, PA or PB license at nonresidential public premises other than the premises covered by the existing license at locations and on days approved by the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to and apply to the license issued. The license holder must submit proof of adequate Dram Shop Insurance covering the premises licensed under the "SA" license prior to being issued such license. Any violation of the terms of the "SA" license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.

(18) ~~(17)~~ Class "SB" (Secondary Premises - Beer and Wine Only) authorizes the retail sale of beer and wine by the current holder of a TA, TB, RA, RB, PA or PB license at nonresidential public premises other than the premises covered by the existing license at locations and days approved by the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to and apply to the license issued. The license holder must submit proof of adequate Dram Shop Insurance covering the premises licensed under the "SB" license prior to being issued such license. Any violation of the terms of the "SB"

license shall be considered a violation of the license holders primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.

(19) ~~(18)~~ Class "SPA" (Seasonal Performance – All Types of Alcohol)

(a) Authorizes by secondary license the retail sale of all types of alcoholic liquor at a performance venue designated by the Liquor Commissioner for a specified season by the holder of a current TA, TB, RA, RB, PA or PB license. This license may be issued at the discretion of the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to the issued seasonal performance license. The license holder must submit proof of adequate Dram Shop insurance covering the premises licensed under the SPA license prior to being issued such license. Any violation of the terms of the SPA license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.

(b) As used in this and in the succeeding subsection, the term "season" shall mean a defined span of time, not less than 30 days and no more than 1 year, during which a given venue hosts 4 or more performances per month. The length of the performance season for a given venue shall been as defined herein, or as otherwise designated by the Liquor Commissioner.

(c) The term "season" as applied to the Bloomington Center for the Performing Arts shall mean the period of time from August 1 through May 31 of the succeeding year.

(d) The term "season" as applied to the Illinois Shakespeare Festival performed at Ewing Manor shall be the period from June 1 through August 31.

(20) ~~(19)~~ Class "SPB" (Seasonal Performance – Beer and Wine Only) authorizes by secondary license the retail sale of beer and wine at a performance venue designated by the Liquor Commissioner for a specified season by the holder of a current TA, TB, RA, RB, PA or PB license. This license may be issued at the discretion of the Liquor Commissioner. All of the terms and conditions of the license holder's primary license shall extend to the issued seasonal performance license. The license holder must submit proof of adequate Dram Shop insurance covering the premises licensed under the SPB license prior to being issued such license. Any violation of the terms of the SPB license shall be considered a violation of the license holder's primary license and shall subject the license holder to penalties and/or sanctions directed at the primary license.

(21) Class "ST" (Stadium) primary licenses authorize the retail sale of alcohol throughout a stadium for consumption only on the premises. A Class "ST" license shall also authorize the retail sale of all types of alcoholic liquor in designated private suites for consumption in those designated private suites only. The Class "ST" license shall be issued on the following conditions:

(a) Hours of Operation. Liquor may be sold only on days when a game or event is scheduled. Liquor sales may commence when doors officially open prior to the event. For football or hockey games, all alcohol sales will cease at the commencement of the fourth quarter, or the third period, respectively. For all other events, liquor sales will cease upon the conclusion of the event. Notwithstanding the foregoing, liquor may be served in restaurant areas of the stadium for up to one hour after the conclusion of all events.

(b) Place of Sale. The license holder shall take adequate means to prevent liquor sold in the stadium from being removed from the stadium. The license holder shall take adequate means to prevent liquor sold in the private suites from being removed from the private suites.

(c) Other Conditions:

1. Liquor in plastic or paper cups only. Except for liquor sold in the private suites, all drinks containing alcohol will be sold in plastic bottles, plastic cups, or paper cups only. No glasses, glass bottles, or aluminum bottles or cans of beer will be permitted to be sold in the general interior stadium area. Liquor may be sold in cups, glasses, glass bottles, plastic bottles, aluminum bottles or cans in the private designated suites, but no glasses, glass bottles, aluminum bottles or cans may be removed from the private designated suites.

2. Prevention of consumption of alcohol by minors. The licensee shall employ a sufficient number of persons at events at which alcohol is sold to monitor and prevent the consumption of alcohol by minors. These required monitors may not have as an additional duty the sale of beer or alcohol during the event. There shall be sufficient monitors such that the entire stadium is regularly monitored during the event.

3. Exterior premises clean-up. As a condition of the Class "ST" license, the license holder shall remove all trash and debris from the parking lots and exterior of the premises no later than 10:00 a.m. on the day following a game or other event at which liquor was sold.

(22) ~~(20)~~ Class "TA" (Tavern - All Types of Alcoholic Liquor) primary licenses authorize the retail sale on the specified premises of all types of alcoholic liquor for consumption only on the premises.

(23) ~~(21)~~ Class "TB" (Tavern - Beer and Wine Only) primary licenses authorize the retail sale on the specified premises only of beer and wine for consumption only on the premises.

(24) ~~(22)~~ Class "W" (Catering) primary licenses authorize the holder thereof to provide catering services to private parties pursuant to Section 8 of this Chapter provided, however, that a Class "W" license does not authorize the sale of alcoholic beverages. An additional Sunday license shall not be required.

SECTION 3. That Bloomington City Code Chapter 6, Section 7B shall be and the same is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 7B LICENSE FEES.

(a) The annual license fee for each of the classes of licenses listed below shall be the product of the base fee as determined hereafter, times the class factor indicated below. The base fee as of July 1, 1982 shall be $1,000.00.

License	Class Factor	
CA	1.760	
EA	1.760	
PA	.960	except to the holder of RA or TA, then 0.00
RA	1.760	
ST	1.760	
TA	1.760	
~~FA~~	~~1.760~~	
CB	.660	
EB	.660	
PB	.730	except to the holder of RB, TB or ~~FB~~, then .170; and except to the holder of RA or TA, then 0.00
RB	.660	
TB	.660	
~~FB~~	~~.660~~	
S	.450	except to the holder of CA and CB, then 0.00
MA	.960	
MB	.660	
GPA	.960	
GPB	.730	
O	.000	

(b) The fee for each Class "LA", "LB", "SA" and "SB" license~~s~~ issued shall be One Hundred Dollars ($100.00) for the first day any such license is in effect and Fifty Dollars ($50.00) for each subsequent day up to a maximum of $500.00 per license. A separate license is required for each premise for which a license is issued. A separate license is also required for each event at a single premise, provided however that a series of performances at a single premise sponsored, hosted, produced or organized by the same person, entity, group or organization shall be considered a single related event and such related events shall require only one license.

(c) The annual license fee for a Class "W" license shall be Twenty Dollars ($20.00) for an individual and Fifty Dollars ($50.00) for two or more persons who will have a legal relationship between or among themselves for the purpose of providing catering services. These fees shall not be prorated except with the specific approval of the Liquor Commissioner.

(d) The fee for each Class "SPA" or "SPB" license issued shall be $500.00 for each season.

SECTION 4. That Bloomington City Code Chapter 6, Section 26 shall be and the same is hereby amended to read as follows: (deletions are indicated by strikeouts):

SEC. 26 NO SALE, GIFT OR DELIVERY TO OR BY A PERSON UNDER THE AGE OF 21 YEARS OR AN INCOMPETENT - ILLEGAL PURCHASE OR PROCUREMENT - ILLEGAL POSSESSION - PARENTS' RESPONSIBILITY.

(a) It is unlawful for any person including but not limited to any licensee or any associate, member, representative, agent, or employee of such licensee to sell, give, deliver or serve any alcoholic beverage to any person under the age of 21 years or to any intoxicated person or to any person known to be a spendthrift, insane, mentally ill, mentally deficient or a habitual drunkard.

(b) It shall be unlawful for any person under the age of 21 years to purchase, accept or procure or to attempt to purchase, accept or procure any alcoholic beverage from any liquor dealer or from any other person.

(c) It shall be unlawful for any person to order, purchase or to in any manner to obtain any alcoholic beverage for another person under the age of 21 years. It shall be illegal for any person to sell, give or deliver any alcoholic liquor to another person under the age of 21 years. It shall be illegal for any person to directly or indirectly have any alcoholic beverage sold, given or delivered to another person under 21 years of age or to permit the sale, gift or delivery of any alcoholic beverage to another person under 21 years of age.

(d) It shall be illegal for any person to have any alcoholic beverage in an open container in his/her possession on any street or highway or upon any other public property, except at the following locations:

(1) possession of beer and wine by persons over the age of 21 is permitted at Prairie Vista Golf Course, The Den at Fox Creek Golf Course and Highland Golf Course pursuant to Chapter 31, Section 701, of the Bloomington City Code.

(2) possession of all types of alcohol is permitted inside the Bloomington Center for Performing Arts and on the grounds of Festival Park outside of the Bloomington Center for the Performing Arts under the following conditions:

(i) Alcohol shall only be procured from and served by an individual or entity with a Class EA or EB license or by an individual or entity with a W, T or R liquor license ~~and~~ who has obtained a Class SA or SB license for that location.

(ii) Possession of open alcohol shall be allowed only at events that are either sponsored or organized by the City of Bloomington or by individuals or entities who have signed rental agreements with the City of Bloomington for use of the facilities that permit the individual or entity to serve alcohol.

~~(iii) Possession of open alcohol other than that procured from the sources enumerated in subsection (i) shall be prohibited.~~

(iii) ~~(iv)~~ Possession of open alcohol on the grounds of Festival Park shall only be permitted when there is perimeter fencing around the grounds and entrance to the park must be made through gates at two designated locations. Possession of open alcohol on the grounds of Festival Park shall be allowed inside the fenced area only.

(iv) ~~(v)~~ Possession of open alcohol inside the Bloomington Center for Performing Arts shall be prohibited after twelve o'clock midnight whether or not alcohol was procured from the source enumerated in subsection (i). Possession of open alcohol on the grounds of Festival Park shall be prohibited after eleven o'clock p.m.

(v) ~~(vi)~~ All state and local liquor control laws must be obeyed.

(vi) ~~(vii)~~ All rules and regulations for the Bloomington Center for the Performing Arts and Festival Park must be obeyed.

(3) possession of open containers of all types of alcohol is permitted on a sidewalk designated in a sidewalk cafe permit adjacent to a licensed premise with an O license during the time allowed by the O license or as otherwise provided as a condition on the license or order of the Liquor Commission.

(4) possession of all types of alcohol is permitted inside the ~~City of Bloomington~~ Coliseum ~~facility~~ located in the block bounded by Madison Street, W. Front Street, Lee Street and W. Olive under the following conditions:

(i) ~~(a)~~ Alcohol shall only be procured from and served by an individual or entity with a Class ST, EA, EB, W, T or R license authorizing the sale of alcohol in those premises;

(ii) ~~(b)~~ Possession of open alcohol other than that procured from the sources enumerated in subsection (i) shall be prohibited;

~~(c) Possession of open alcohol shall be allowed only during events held at the coliseum and possession of open alcohol at such events shall further be limited to ninety minutes prior to the commencement and one hour following the conclusion of any such event;~~

(iii) ~~(d)~~ All state and local liquor control laws must be obeyed;

(iv) ~~(e)~~ All rules and regulations for the Coliseum must be obeyed.

(e) It shall be unlawful for any person to whom the sale, gift, delivery or service of any alcoholic liquor is prohibited because of age to consume or to possess in any manner, including by consumption, any such alcoholic liquor, except as otherwise provided by law. The violation referred to in this Section which relates to the possession of alcohol after it has been consumed may be identified as the "Illegal Possession of Alcohol by Consumption" or by the number of the Chapter and Section of this Ordinance. This violation may be proven by evidence which indicates that the breath of the person charged with such offense had a smell associated generally or specifically with any alcoholic liquor and no additional evidence relating thereto shall be necessary to find the Defendant to be in violation of this Ordinance. It shall not be necessary to show that the person charged with an offense hereunder was at the time in question under the influence of any alcoholic liquor in any manner, but such evidence shall be admissible to prove a violation of this Ordinance.

The possession and dispensing or consumption by a person under the age of 21 years of an alcoholic beverage in the performance of a religious service or ceremony or the consumption of alcoholic liquor by a person under the age of 21 years under the direct supervision and direct approval of the parents or parent of such person in the privacy of a home is not prohibited by this Ordinance, and this provision shall be considered only as a defense for which the burden of proving that it applies to and was reasonably relied upon in a particular case shall be on the person charged with an offense under this Chapter.

(f) It shall be unlawful for any parent or guardian to suffer or permit his or her child or ward under the age of 18 years to violate any provisions of this Chapter.

(g) It is illegal for the holder of a Class "MA" or "MB" license to sell or otherwise provide to any person any liquor or a key to a container that has liquor in it in a rented room on the premises if any person staying in the room is under 21 years of age except when such person is the spouse or a natural, adopted or foster child of the person who is renting the room who must be 21 years of age or older. These alcoholic beverages may be provided for refreshment purposes only and license holders may not provide in any room enough alcoholic beverages which could cause the persons over 21 years of age who are renting the room to become intoxicated. If there is any doubt whether a registered guest is 21 years of age or older or whether any terms of this license may be violated, the license holder must request identification which will prove that the terms of the license are not being violated. It is illegal for a person under 21 years of age to obtain or to attempt to obtain a key to a refreshment container that has alcoholic beverages in it or to use such a key to obtain any alcoholic beverage from such a container.

SECTION 5. That Bloomington City Code Chapter 6, Section 27 shall be and the same is hereby amended to read as follows: (deletions are indicated by strikeouts):

SEC. 27 NO UNDERAGE OR INTOXICATED PERSON IN LICENSED PREMISES - EXCEPTIONS AND BURDEN OF PROOF.

(a) It shall be unlawful:

(1) for any intoxicated person to be or remain in any premises licensed hereunder;

(2) for any person under the age of 21 years to enter, to be or remain in any licensed premises having a Class T (Tavern) liquor license, except that any person under the age of 21 years may be or remain on the premises: ~~where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises, except that any person under the age of 21 years may be or remain on the premises:~~

(i) ~~(a)~~ if accompanied by his or her parent(s) or legally appointed guardian; or

~~(b) if more than 50% of the gross business income received therein results from the sale of services or commodities other than alcoholic liquor; or~~

(ii) ~~(c)~~ if legally employed by the license holder of the premises or by an authorized representative thereof as provided in Section 18 ~~17~~ of this Chapter and if the person is actively performing his/her duties as a legal employee at the time in question;

(3) for any licensee or employee thereof to be or remain on the premises in an intoxicated condition.

(b) It shall be unlawful:

(1) for any licensee hereunder, or the licensee's officer, partner, associate, representative, agent or employee to allow ~~suffer~~ or permit any intoxicated person to be or remain on the licensed premises;

(2) for any licensee holding a Class T (Tavern) liquor license, or the licensee's officer, partner, associate, representative, agent or employee to allow or permit any person under the age of 21 years to be or remain on the ~~in the portion of any~~ licensed premises, except:
~~where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises, except that any person under the age of 21 years may be or remain in such premises:~~

(i) ~~(1)~~ if accompanied by his or her parent(s) or legally appointed guardian; or

~~(2) if more than 50% of the gross business income received therein results from the sale of services or commodities other than alcoholic liquor; or~~

(ii) ~~(3)~~ if legally employed by the license holder of the premises or by an authorized representative thereof as provided in Section 18 of this Chapter and if the person is actively performing his/her duties as a legal employee at the time in question.

(c) The Defendant/Respondent in any court or administrative hearing shall have the burden of proving as an affirmative defense the exceptions to the prohibitions of minors in taverns set forth in this Section, and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply. ~~subparagraphs (a)(2)(a)(b) or (c) or (b)(1)(2) or (3), and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply therein.~~

SECTION 6. That Bloomington City Code Chapter 31, Section 701 shall be and the same is hereby amended to read as follows: (deletions are indicated by strikeouts):

SEC. 701 ALCOHOLIC LIQUOR OR CONTROLLED SUBSTANCE - PROHIBITION.

(a) No person in a park shall drink, sell, possess, make a gift, or offer for sale any alcoholic liquor or controlled substance within the park.

(b) No person under the influence of alcoholic liquor or controlled substances shall enter or remain within the park, nor shall any person within the park use, administer, receive, offer for sale, possess, or make available to himself or any person or animal any alcoholic liquor or controlled substance.

(c) No person shall use or possess any article which from a distance of 50 feet or more is confusingly similar to a container of an alcoholic beverage.

(d) Notwithstanding the provisions of sections (a), (b) and (c) the sale, possession and consumption of beer and wine only is permitted at Prairie Vista Golf Course, ~~and~~ the Den at Fox Creek Golf Course and Highland Golf Course under the following conditions:

(1) Beer and wine shall only be offered for sale by the City of Bloomington as allowed under a RBS or EB liquor license issued for each of the premises.

(2) Beer and wine may be provided by a person holding a Class W catering license at an approved event.

(3) No beer and wine other than that procured from sources enumerated in subsections (1) and (2) shall be allowed.

(4) All state and local liquor control laws must be obeyed.

(5) All rules and regulations for the golf courses must be obeyed.

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

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

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

PASSED this ____ day of January, 2014.

APPROVED this _____ day of January, 2014.

APPROVED:

TARI RENNER
Mayor

ATTEST:

TRACEY COVERT
City Clerk

FOR COUNCIL: January 13, 2013

SUBJECT: Professional Engineering Services Agreement with Hanson Professional Services Inc. for Design and Preparation of Emergency Action Plans for Lake Bloomington and Lake Evergreen and other services

RECOMMENDATION/MOTION: That the Agreement with Hanson Professional Services Inc. for Design and Preparation of Emergency Action Plans for Lake Bloomington and Lake Evergreen and other services be approved, in the amount of $374,573, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: Earth embankment dams impound water to form both Evergreen Lake and Lake Bloomington. The City performs inspections of these dams to ensure their stability for continued reliable operation as a drinking water supply source for the City and to protect the safety of life and property downstream of the dams. Dam inspection reports are sent to the Illinois Department of Natural Resources Office of Dam Safety (IDNR-ODS) for their review and oversight, which they perform for all Illinois dams. The IDNR-ODS has recently emphasized that all dam owners review Emergency Action Plans (EAP) as well as Operation and Maintenance (O&M) Manuals. The EAP plans and O&M Manuals for the dams at these lakes need to be updated.

EAP preparation will include hydrologic and hydraulic modeling of the potential dam breach for a critical storm event to determine the effects on downstream residents and property. Coordination with local Emergency Services Agencies will result in a written step by step procedure to follow during high precipitation and potential dam failure events. A smaller dam on Evergreen Lake at Comlara Park is also included for an updated EAP and O&M Manual.

In addition, the contract with Hanson will provide for engineering services to address maintenance issues at the dams, including design for replacement of the bridge deck on the Evergreen Lake Spillway Bridge. This bridge is currently posted for a reduced load capacity of 17 tons due to deterioration of the concrete deck beams. Also, the FEMA Flood Plain elevation and map will be updated for Lake Bloomington.

Hanson Professional Services, Inc. was selected using the Professional Services Quality Based Selection Process. This process involved:
(1) Sending out Request for Qualifications (RFQ) specific to the project,
(2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the nine (9) submittals down to three consultants,

(3) Interviewing these three consultants, and
(4) Selecting a top consultant and negotiating a fee with them.

These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

A list of the engineering firms that submitted Statements of Qualifications and the four engineering firms that were selected for interviews are attached. Hanson Professional Services, Inc. was selected as the best firm to perform the EAP and maintenance designs because of their experience with EAP preparation, structural design, and past experience with the structures at Evergreen Lake and Lake Bloomington.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

Under the proposed professional engineering services agreement, the selected engineering firm will be performing analysis, completing studies and preparing design plans and specifications. Dependent upon City staffing levels and availability, there is potential to utilize the selected engineering firm to perform construction observation and inspection. If required, an amendment to the agreement for this future work will be created and submitted to Council for approval at that time. This phased approach lets staff determine work load at the time of construction and more accurately determine outside assistance requirements. The contract amount included in the Professional Engineering Services Contract will be a not-to-exceed amount. The final overall rates and fees proposed by Hanson Professional Services, Inc. are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Department of Natural Resources Office of Dam Safety, McLean County Building & Zoning Department, McLean County Highway Department

FINANCIAL IMPACT: This is to be paid out of Water Purification-Engineering Services (50100130-70050) FY 2014 budget. Stakeholders can locate this in the FY 2014 Budget Book titled "Other Funds & Capital Improvement Program" on page 144.

Respectfully submitted for Council consideration.

Prepared by:	Craig Cummings, Director of Water
Reviewed by:	Barbara J. Adkins, Deputy City Manager
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Jon Johnston, Procurement Manager

Patti-Lynn Silva, Director of Finance

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Contract
Attachment 2. Map
Attachment 3. Consultant list

Motion: _____ Seconded by: _____

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

Professional Services Agreement
C12L0147

This Agreement is made this 10th day of December, 2013 between the City of Bloomington, Illinois, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with Lake Bloomington, Evergreen Lake and Comlara Park Emergency Action Plan Preparation, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (L-D) are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.	**City of Bloomington, Illinois**
By:	By:
Title: SENIOR VICE PRESIDENT	Title:
Date: 12/9/13	Date:

HANSON

Professional Services Agreement
C12L0147
Attachment A – Scope of Services

Agreement Date: December 10, 2013

Project: Lake Bloomington, Evergreen Lake and Comlara Park Emergency Action Plan Preparation

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Project Description:

In order to comply with Illinois Department of Natural Resources regulations, the City of Bloomington has requested that Hanson Professional Services Inc. prepare an Emergency Action Plan (EAP) for the dams at Lake Bloomington, Evergreen Lake and Comlara Park. In addition to the EAP, Hanson will delineate the 100-year floodplain on Money Creek and prepare construction documents for a number of repair items identified at each dam.

Services:

The Scope of Services to be provided is limited to the following:

1. Dam Breach Analyses (2x)
   a. Data Collection and Site Visit
   b. Topographic Survey
   c. Building GIS Data for Models
   d. HEC-HMS Model
   e. Unsteady Flow Dam Breach Model
   f. Breach Inundation Mapping
   g. Structure Identification
   h. Evergreen Lake Upstream Hydraulic Analysis
   i. Project Management and Client Coordination

2. FEMA Flood Insurance Rate Map Revision
   a. Surveying Coordination
   b. Hydraulic Surveys [Money Creek]
   c. Lake Bloomington Upstream Hydraulic Analysis
   d. Money Creek Floodway Analysis
   e. FEMA Mapping to DFIRM Standards
   f. FEMA Map Amendment Submittal and Coordination
   g. Floodplain Fill Mitigation; Grading and Restoration Plan
   h. Coordinate with IDNR

i. Project Management and Client Coordination

3. Emergency Action Plans (2x)
   a. Data Collection
   b. EAP Completion with Adherence to Federal Guidelines for Dam Safety
   c. Coordinate with IDNR
   d. Meet (1) and Coordinate with State and Local Emergencies Service Agencies
   e. Training, Meetings, and Exercises (2)
   f. Public Meetings (2) to Inform General Public of Project, Status, and Findings
   g. Emergency Detection, Evaluation, Classification
   h. Project Management and Client Coordination

4. Operations and Maintenance Manuals (2x)
   a. Hydraulic Operations (Normal, Flooding, Emergency)
   b. Maintenance Responsibilities
   c. Inspection, Repair, Emergency Procedures
   d. Comlara Park O&M
   e. Project Management and Coordination

5. Evergreen Lake Dam – Repair Plans
   a. Downstream Stilling Basin Sump Pit
   b. Downstream Spillway Training Walls: concrete, fencing, erosion
   c. Downstream Embankment Concrete Ditch
   d. Sluice Gate Stop Logs Specifications, Performance, Maintenance/Adjustments
   e. Project Management and Client Coordination
   f. Spillway Bridge - Load Rating, TS&L, Final Plans, Special Provisions, Cost Estimate
   g. Spillway Bridge - Bidding Assitance, Shop Drawing Review, As-Built Drawings
   h. Upstream/underwater spillway inspection

6. Lake Bloomington Dam – Repair Plans
   a. Removal of Sediment and Vegetation, Seal Joints, Inject Cracks with Hydrphilic Grout
   b. New Dewatering Structure Utilizing Existing Conduits if Feasible, and if Required in EAP. Decommissioning the Conduits if Required.
   c. Project Management and Client Coordination
   d. Upstream/underwater spillway inspection; North Buttress Seepage Investigation

7. Project Contingencies 10% - Requires Prior City PM Approval

Professional Services Agreement
C12L0147
Attachment B – Charges for Services

Agreement Date: December 10, 2013

Project: Lake Bloomington, Evergreen Lake and Comlara Park Emergency Action Plan Preparation

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Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus direct job expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Estimate of Cost:

It is estimated the total cost to accomplish the Scope of Services for this project will be $374,573. Hanson agrees not to exceed $374,573 without prior notification to the Client.

Dam Breach Analyses	$116,068
FEMA Flood Insurance Rate Map Revision	$66,280
Emergency Action Plans	$50,484
O&M Manuals	$23,119
Repair Projects Evergreen Lake Plans and Specs	$61,274
Repair Projects Lake Bloomington Plans and Specs	$24,448
Project Contingencies with Prior City Approval	$32,900
Total	$374,573

General Conditions

Hanson Agreement: C12L0147 **Agreement Date:** December 10, 2013

Project Name: Lake Bloomington, Evergreen Lake and Comlara Park Emergency Action Plan Preparation

1 Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever

to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed $50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later

than the date HANSON's services are completed or terminated.

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Certifications: The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

21. Client-Provided Services and Information: CLIENT will provide all criteria and information pertaining to the project in CLIENT's possession, and any requirements or budgetary limitations. The CLIENT agrees to bear full responsibility for the

technical accuracy and content of CLIENT-furnished documents, information and services.

In performing services hereunder, it is understood by CLIENT that HANSON is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests.

22. Indemnification: CLIENT shall indemnify, release and hold HANSON and its employees harmless from any liability above such amount stated in Article 9. CLIENT further expressly waives any right of subrogation it may have against HANSON above such limitation, and agrees to defend, indemnify and hold HANSON harmless for any subrogation claims of third-parties above such limitation.

23. Maintenance of Structures and Systems: CLIENT agrees that structures and systems studied, reviewed, analyzed or designed by HANSON are dependent upon CLIENT's continued operation and maintenance of the project structures and systems in accordance with all permits, laws, and regulations that permit the construction and operations of the structure(s) and systems including any operations and maintenance plans prepared by HANSON. Should CLIENT fail to maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, HANSON shall have no liability to CLIENT, and CLIENT shall indemnify, release and hold HANSON and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against HANSON.

24. Litigation Support: In the event HANSON is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which HANSON is not a party, CLIENT shall reimburse HANSON for reasonable costs in responding and compensate HANSON at its then standard rates for engineering services when gathering information and documents and shall pay HANSON its standard rates for providing expert witness services when attending depositions, hearings, and trial. If HANSON is made a party to any litigation concerning CLIENT's flood control structures, CLIENT shall reimburse HANSON for all costs of defense pending a final determination of HANSON's professional liability. If HANSON is found by a court of competent jurisdiction to have been negligent, HANSON shall reimburse CLIENT the costs of defense paid by CLIENT, and shall satisfy any judgment up to HANSON's limitation of liability. Any amount in excess of HANSON's limitation of liability shall be paid by CLIENT.

25. Visual Observations: For visual observations, CLIENT hereby releases, holds harmless, indemnifies and agrees to defend HANSON against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being observed, that are not readily discernible by external visual observation through reasonable efforts.

26. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

27. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

28. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statue or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

29. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or

termination and remain in full force and effect until fulfilled.

30. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

31. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

32. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

LAKE BLOOMINGTON, EVERGREEN LAKE AND COMLARA PARK
EMERGENCY ACTION PLAN PREPARATION
RFQ NO. 2014-23

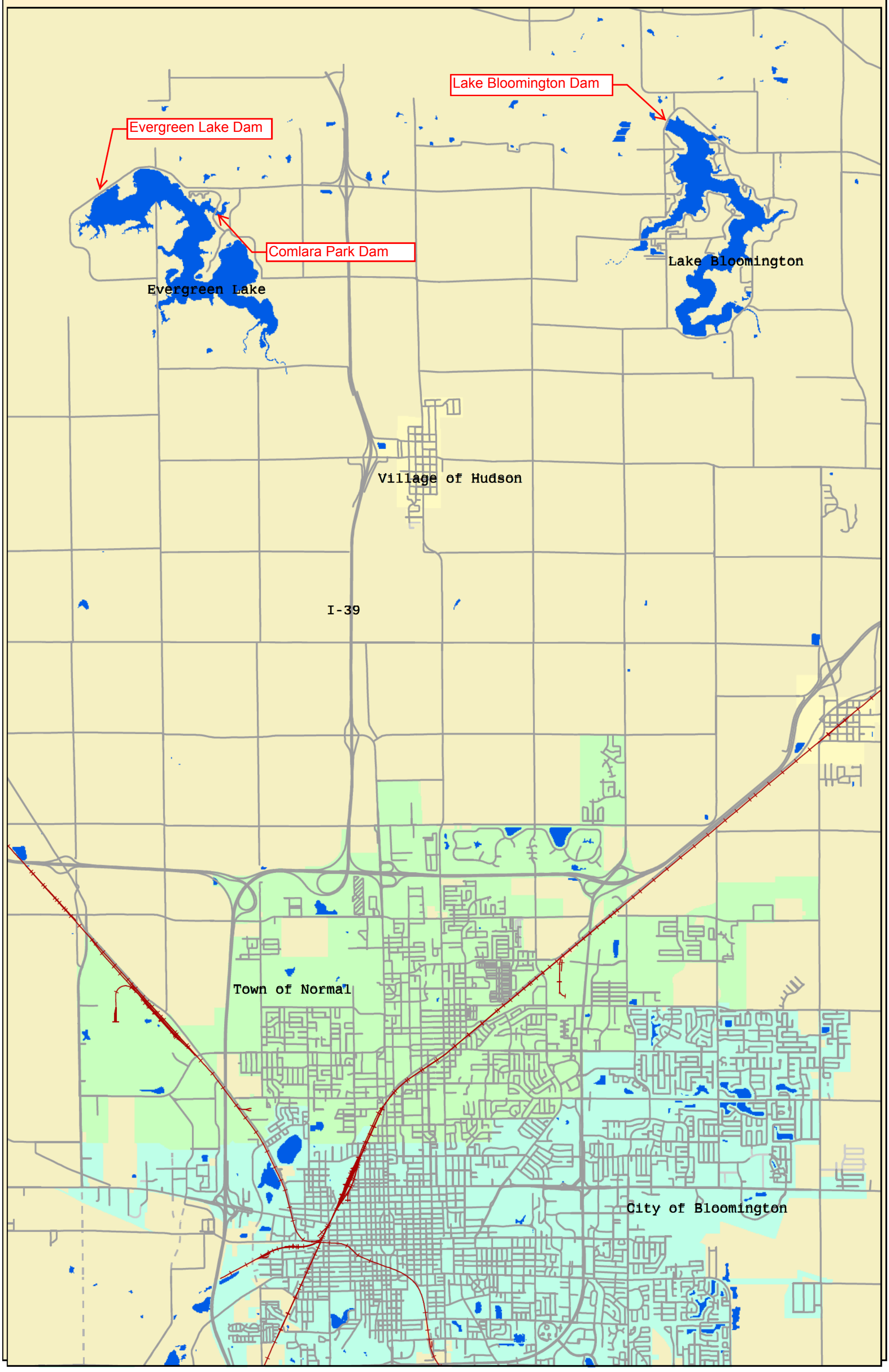
Engineering firms providing, “Statement of Qualifications” in response to City’s “Request for Qualifications”.

1. AECOM
2. Clark Dietz
3. Crawford, Murphy & Tilly, Inc.
4. Maurer - Stutz
5. Foth Infrastructure and Environment
6. Hanson Professional Services
7. Knight Engineers & Architects
8. MWH
9. Shive Hattery

Engineering firms selected for interview following review of all “Statement of Qualifications”.

1. AECOM
2. Crawford, Murphy & Tilly, Inc
3. Hanson Professional Services
4. Knight Engineers & Architects

Evergreen Lake & Lake Bloomington



FOR COUNCIL: January 13, 2014

SUBJECT: Illinois Public Museum Capital Grant Program (IPMCGP) Application for Miller Park Zoo in the amount of $700,000

RECOMMENDATION/MOTION: That Council authorize staff to proceed with a Grant Application to the State of Illinois for a Zoo Entrance Enhancement Project and the City Manager be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 5. Great Place to Live – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in a cost-effective manner; 1e. Partnering with others for the most cost-effective service delivery; 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service; 2e. Investing in the City's future through a realistic, funded capital improvement program; 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Miller Park Zoo has a Council approved Master Plan. The Master Plan provides a road map for the Zoo over the next 15 to 20 years. This plan includes building and renovating a number of facilities.

Miller Park Zoo Master Plan: http://www.cityblm.org/index.aspx?recordid=40&page=18

The IPMCGP requires the proposal to request funding for one project up to a maximum of $750,000. Staff has identified three (3) recommendations from the Zoo Master Plan that would constitute a Zoo Entrance Enhancement Project with a total cost estimated at $700,000. This project would include an additional parking lot, a new DeBrazza Monkey exhibit, and renovations of the Entrance Building. All of these are conveniently located near the entrance of the Zoo. Local matching dollars are based on attendance figures of the museum applying for the grant. Attendance figures for the Zoo are at a level that no local matching dollars would be needed if awarded this grant.

The Zoo currently offers 120 parking spaces for guests. In the Zoo's Master Plan, the number of spaces increases to 163, a 36% increase. With a new playground, spray park, miniature golf course and other park activities, Miller Park is a very popular area for the entire community. The new parking lot will be used for both zoo and non-zoo park visitors. The Association of Zoos and Aquariums (AZA) Accreditation Commission listed parking as a concern for the Zoo. Guests tell Zoo staff that they sometimes drive to the Zoo but can't find a parking space and then go back home after never visiting the Zoo. These additional parking spaces would help solve a safety concern by having the road that currently travels in front of the zoo's entrance now to turn into the parking lot instead of continuing along the east side of the zoo. Currently this is a thru

road that guests to the zoo must cross and has been the subject of many near miss accidents involving vehicles and young children rushing from the new spray ground/playground area into the zoo (or vice versa).

The DeBrazza Monkey exhibit would complement the Flamingo Exhibit as guests would experience a completely new first impression of the Zoo. The popularity of primates should make this a great attraction for guests. Another species (to be determined later) can be displayed with the DeBrazza Monkeys. The Zoo should see at least a 3% growth in admissions.

The Zoo's Master Plan prioritized the Gift Shop expansion and Concession Stand as the second infrastructure project behind the additional parking lot. The project includes a new roof, air conditioners, and furnaces for the Entrance Building. By expanding the Gift Shop and building a Concession Stand, the Strategic Plan estimates a 55.7% increase in concessions and gift shop net revenues. The Concession Stand will have a window for Zoo guests and will also have a window for people outside of the Zoo utilizing any/all of Miller Park's amenities. The project will fill a void for Park guests and could attract more use of the Park's amenities. The completion of the project will enable the Zoo to lower the subsidy by increasing the revenue the Zoo is able to earn. The lack of concessions at the Zoo is one of the most heard complaints Zoo staff hear from guests. Other items that the Entrance Building renovations could explore would be new carpeting and possibly solar panels.

The state grant money is administered by the Illinois Department of Natural Resources (IDNR). The website for the program is http://www.museum.state.il.us/programs/musgrants.
The grant manual is: http://www.museum.state.il.us/programs/musgrants/MuseumGrantManual-2014.pdf

Need: This grant gives the Zoo the opportunity to complete these projects for an extremely low cost to the City, as there would be no local match required. Only the $300 application fee would be an expenditure.

Partnership/cooperation: The project represents a partnership between the Miller Park Zoo (City of Bloomington) and Miller Park Zoological Society (MPZS). As currently planned, the application will be produced jointly. Zoo Staff will administer the grant. The Bloomington Parks, Recreation & Cultural Arts Department will also review documentation and planning.

Goals/benefits of the project: To improve the guest amenities and experience through these projects that could be funded by this grant program.

City role in safety: The Miller Park Zoo is proactive regarding safety of guests, staff, animal collection, and facilities. With the additional parking lot and removal of the road in front of the Zoo, a safety concern for Zoo guests will be eliminated.

Schedule: The IPMCGP application is due to the Illinois Department of Natural Resources by February 3, 2014. Staff respectfully requests immediate Council action to authorize the completion of the application and obligate the $300 application fee. IDNR will determine whether to accept the application and budget money for it in the next cycle. IDNR's material on

the IPMCGP program lists no specific award dates for approved projects. Grant program manager told Zoo staff that it would likely be fall 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Miller Park Zoological Society Board has been notified and are assisting in the application with Zoo staff. The entire community and especially neighbors of Miller Park were engaged when the Master Plan was developed.

FINANCIAL IMPACT: The proposed motion asks the City to obligate itself for the $300 application fee. The state will be asked to provide up to $700,000 and the zoo qualifies for no local matching funds required. The funds will cover design, construction and associated costs of the combined Zoo Entrance Enhancement Project. If it is determined through more detailed planning associated with the grant application that the project costs will exceed $700,000, staff will review funding options and present recommendations to Council for approval at that time. For stakeholders, the $300 will be paid from the FY 2014 Budget from Miller Park Zoo-Other Professional & Technical Services (10014136-70220). This can be located in the FY 2014 Budget Book titled "Budget Overview & General Fund" on page 235.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Miller Park Zoo Superintendent

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

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Recommended by:

David A. Hales
City Manager

Motion: _____ Seconded by: _____

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

FOR COUNCIL: January 13, 2014

SUBJECT: An Ordinance Establishing the Salary for the City Manager

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 manner.

BACKGROUND: On April 22, 2013, the Council approved the third employment agreement with David A. Hales, City Manager. This contract is scheduled to expire on January 11, 2017.

On December 9 and 16, 2013, the Council met in Executive Session regarding the City Manager's Performance Evaluation. Mr. Hales has been given a Commendable rating for the 2013 rating period.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Salary increase based upon the performance evaluation.

Respectfully submitted for Council consideration.

Prepared by:	Tracey Covert, City Clerk
Reviewed by:	Emily Bell, Director of Human Resources
Financial & budgetary review by:	Patti-Lynn Silva, Finance Director
Legal review by:	Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

Tari Renner
Mayor

Attachment: Attachment 1. Ordinance

Motion: _____ Seconded by: _____

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

ORDINANCE NUMBER 2014 -

AN ORDINANCE ESTABLISHING THE SALARY FOR THE CITY MANAGER

WHEREAS, the salary of City Manager David A. Hales was last increased on April 22, 2013, said salary being $171,300.00; and

WHEREAS, in the contract between the City of Bloomington and David A. Hales, the City agreed to increase said salary and/or other benefits of the City Manager in such amounts and to such extent as the City Council may determine that it is desirable to do so on the basis of an annual salary review of said Manager subject to satisfactory performance evaluations; and

WHEREAS, the performance of the City Manager was Commendable, which resulted in an increase of 3% in the City Manager's base salary effective January 12, 2014; and

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

Section One: The base salary of the City Manager is established to be $176,439.00 effective January 12, 2014.

Section Two: This ordinance shall be effective upon passage and approval.

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

PASSED this 13th day of January, 2014

APPROVED this ____th day of January, 2014.

APPROVED:

_____
Tari Renner
Mayor

ATTEST:

_____
Tracey Covert
City Clerk

FOR COUNCIL: January 13, 2014

SUBJECT: City Board and Commission Term-Limits

RECOMMENDATION/MOTION: That the Ordinance 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 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: The proposed Ordinance provides that, effective May 1, 2014, new members on all City Boards and Commissions, with the exception of the Fireman's Pension Board, Police Pension Board, Housing Authority Board and Liquor Commission, shall serve an initial term of three (3) years. The City Council reserves the right to extend appointments beyond this three (3) year term. Members shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years) on any Board or Commission.

An existing Board or Commission member, who has served a total of nine (9) consecutive years prior to May 1, 2014, shall no longer be eligible to serve on the Board or Commission after May 1, 2014. For an existing Board or Commission member who has not served a total of nine (9) years prior to May 1, 2014, his or her consecutive service prior to such time shall count towards the total nine (9) year term limitation.

Once an individual's term has expired, after a one-year period off the Board or Commission, he or she is eligible to be appointed to the same Board or Commission for a new term pursuant to the term restrictions provided in the Ordinance. The Chairperson and Vice-Chairperson of any Board or Commission shall serve for a one-year term only.

The proposed Ordinance deletes reference to the following Boards and Commissions which no longer exist or are redundant to Boards and Commissions already in existence – Board of Local Improvements, Plan Commission (which is now codified in Section 44.13-1(F) of the Code), Bloomington Community Development Committee, Citizens Community Improvement Committee, Construction Board of Appeals, Electrical Commission, Housing, Ventilating, and Air Conditioning Board, Official Public Safety Committee, Plumbing Board of Appeals, and the Sign Code Review Board.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

Tari Renner
Mayor

Attachment: Ordinance

Motion: _____ Seconded by: _____

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

ORDINANCE 2014 -

AN ORDINANCE AMENDING CHAPTERS 2, 10, 22.2, 25, 44 AND 45 OF THE BLOOMINGTON CITY CODE RELATING TO VARIOUS BOARDS AND COMMISSIONS

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

SECTION 1. That Sections 30, 31, 58, 59, 63, 68, 71, 72 and 81 of Chapter 2 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Section 30: Boards and Commissions - Enumerated.

In addition to the operating departments named in the preceding section, there shall also be the following Boards and Commissions:

Bloomington-Normal Sister Cities Committee
Board of Fire and Police Commissioners
Board of Library Trustees
Board of Zoning Appeals
Building Board of Appeals
Citizen's Beautification Committee
Cultural District Commission
Firemen's Pension Board
Historic Preservation Commission
Housing Authority Board
Human Relations Commission
Liquor Commission
Planning Commission
Police Pension Board
Property Maintenance Review Board

~~Board of Fire and Police Commissioners~~
~~Board of Library Directors~~
~~Board of Local Improvements~~
~~Board of Zoning Appeals~~
~~Citizens Beautification Committee~~
~~Citizens Community Improvement Committee~~
~~City Planning Commission~~
~~Construction Board of Appeals~~
~~Electrical Commission~~

~~Firemen's Pension Board~~
~~Heating, Ventilating, and Air Conditioning Board~~
~~Housing Authority~~
~~Human Relations Commission~~
~~Liquor Commission~~
~~Official Public Safety Committee~~
~~Plumbing Board of Appeals~~
~~Police Pension Board~~
~~Sign Code Review Board~~

Such Boards and Commissions shall be so organized and have such powers and duties as required by the laws of the State and this Code.

Section 31: Same - Appointment and Terms

All members of said Boards and Commissions shall be appointed by the Mayor with the approval of the City Council except where otherwise provided by law or by ordinance. Effective May 1, 2014, new members ~~Those~~ whose terms of office are not otherwise expressly provided for by law or ordinance, shall hold their respective offices for the term of three (3) ~~four~~ years ~~from the first Tuesday in May next succeeding the general quadrennial election for City officers and until their successors are appointed and qualified~~. The City Council reserves the right to extend appointments beyond this three (3) year term. New members shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). An existing Board or Commission member, who has served a total of nine (9) consecutive years prior to May 1, 2014, shall no longer be eligible to serve on the Board or Commission until a one-year period off the Board or Commission, at which time he or she may be appointed. For an existing Board or Commission member who has not served a total of nine (9) consecutive years prior to May 1, 2014, his or her consecutive service prior to such time shall count towards the total nine (9) year term limitation.

Once an individual's term has expired, after a one-year period off the Board or Commission, he or she is eligible to be appointed to the same Board or Commission for a new term pursuant to the term restrictions provided in this Section.

The Chairperson and Vice-Chairperson of any Board or Commission shall serve for a one-year term only in that position.

~~**Section 58: Board of Local Improvements.**~~

~~(a) Establishment. There is hereby established a Board of Local Improvements for the City. This Board shall consist of three (3) members who shall be appointed by the Mayor, with the advice and consent of the City Council. (Ordinance No. 1979-113)~~

~~(b) Duties. The Board of Local Improvements shall meet at such times as it may determine or upon call of the President thereof, and shall have the powers and duties granted to it by statute. (Ordinance No. 1976-126)~~

~~Section 59: Plan Commission.~~

~~1. The Plan Commission for the City of Bloomington heretofore created by an ordinance passed by the Council on the 6th day of June, 1952, under authority of an Act of the General Assembly of the State of Illinois, entitled "An Act in Relation to Plan Commission in Cities, Villages, and Incorporated Towns," approved June 24, 192 1, in force July 1, 192 1, as revised and amended August 4, 1949, shall constitute a continuing commission under its original creation.~~

~~(a) How Composed. Said Plan Commission shall consist of 10 members appointed by the Mayor, by and with the consent of the Council. The mayor shall be ex officio member of the Commission. All members of the Plan Commission hereafter appointed shall serve for a term of four years. All vacancies occurring in such Commission shall be filled by appointment for the remainder of the unexpired term in the same manner as original appointments. All such terms for four (4) years each shall continue to terminate on a staggered basis, that is, two (2) terms shall expire in the year 1962; three (3) terms in the year 1963; two (2) terms in the year 1964; and three (3) terms in the year 1965 and on the respective successive anniversary years thereafter.~~

~~(b) Election of Officers. Said Plan Commission shall annually elects its Chairman, Vice-Chairman, and such other officers as may in their judgment be necessary from among its own membership, together with an Executive Secretary who need not be a member of the Commission. All members of said Commission shall serve without compensation.~~

~~(c) Submission of Ordinance Relating to Improvements. The City Clerk shall furnish to the City Plan Commission for its consideration a copy of all ordinances relating to the location of public buildings of the City and to the location of parks or public grounds and to the vacation of any street or other alteration of City streets and highways and to the location of any bridge, tunnel or subway or of any surface, underground or elevated railway. The Commission may make a report or suggestion in relation thereto if it deems a report necessary or advisable for the consideration of the City Council.~~

~~(d) Contemplated Action to be Submitted to Commission for Recommendation Before Approval by Council. The City Council shall take no action authorizing or approving the acquisition of any park or public ground, space or public building or structure or of any map, plat or replat of land lying within the corporate limits of the City, or in contiguous territory outside of and not more than one and one half miles distance from such limits or changing any provisions of the Zoning Ordinance, or accepting the dedication of any public street or grounds until the contemplated action shall have first been submitted to the City Plan Commission for its recommendation. If the Commission shall fail to submit~~

~~its recommendation to the Council within thirty days, the Council may proceed without the same.~~

~~2. Power and Duties.~~

~~(a) Said Commission shall have the power to prepare and recommend to the City Council changes or alterations in "the official plan of Bloomington" approved and adopted by the City Council on November 13, 1956, which is on file in the office of the City Clerk, and which is hereby adopted and made a part hereof, as though the same was extended herein, embracing the development of existing property, the rehabilitation of depreciated areas, and of public improvements, looking to the present and future development of the City. Any such recommendations, changes, or alterations, when adopted by the City Council, shall be and become a part of the "official plan" of Bloomington. Said Commission shall pursue the study of such additional contiguous unincorporated territory not more than one and one-half miles beyond the corporate limits and not included in any other municipality and prepare recommendations, changes and alterations for the consideration of the City Council as may be necessary in accordance with the additional authority that may be delegated by the Statutes of the State of Illinois and including such additional territories that may come within such miles and one half area by reason of the expansion of the City limits through annexation.~~

~~(b) To prepare and recommend to the City Council from time to time specific improvements in pursuance to said official plan; and to pass upon such improvement plans as may be proposed by officials of the City or by private groups or individuals, or make recommendations to the City Council with respect to the feasibility and propriety of such improvement plans, and the relationship of such projects to the "official plan" within 60 days or less if so designated by the City Council.~~

~~(c) To give aid when requested to the officials of the City charged with the direction of projects for improvements embraced within the "official plan," including any improvement project conducted in advance of the adoption of such improvement project, to further the making of such improvements and generally to promote the realization of the "official plan. it~~

~~(d) To exercise such other powers germane to the powers granted by the State of Illinois to a Plan Commission as may be conferred by the City Council.~~

~~(e) Consider and recommend petitions seeking amendments to the zoning regulation contained in Chapter 44 of this Code, approve the granting of any special permit required by Section 7.30 of said zoning regulations; recommend the granting of approvals required by Sections 6.90 and 7.40 of said zoning regulations. (Ordinance No. 1981-22)~~

~~(f) Prepare reports based upon research and study of planning problems of the City.~~

~~(g) Maps – Plats – Approval. No map or plat of any subdivision hereafter presented for record, affecting and within the corporate limits or within contiguous territory which is not more than one and one half miles beyond the corporate limits of the City of Bloomington, excepting the Town of Normal, shall be entitled to record or shall be valid unless the subdivision thereon shown shall provide for streets, alleys, and public grounds in conformity with any requirements of the official city plan or amendments thereto.~~

~~In case of disapproval by the Commission of any such plan, the reasons for such disapproval shall be submitted to the City Council which may overrule such disapproval by majority vote of its members. The approval of the Commission, confirmed by the City Council, shall be deemed by an acceptance of the proposed plat or dedication of land. No sewer, water main, or other improvement shall be voted or made, nor shall any public money be expended for such improvement until the plat is approved in the manner prescribed. In case both P bodies join in the approval of such plan or plat, or if in any case the City Council shall overrule the Commission's disapproval of a plan or plat, the approval of the City Council shall be sufficient to entitle the plan or plat to be received for record. It shall be unlawful to receive for record such plan or plat in any public office, unless the same shall bear thereon, by endorsement, the approval of the City Plan Commission and the City Council, or of the City Council alone when the endorsement recites that the recommendation of the Plan Commission has been overruled by the City Council. The failure of the Commission to disapprove any properly submitted plat within a period of sixty days from the date of its filing shall be deemed acceptance of such plat.~~

~~(h) The Plan Commission shall keep written records of its proceedings which shall be open to inspection by the City Council at all times.~~

~~(i) To cooperate with municipal or regional Planning Commission and other agencies or groups to further the local planning program and to assure harmonious and integrated planning for the area.~~

Section 63: Board of Fire and Police Commissioners.

(a) There is hereby created a Board of Fire and Police Commissioners, consisting of five members ~~whose terms of office shall be three years and until their respective successors are appointed and have qualified~~. Effective May 1, 2014, a person appointed to the Board shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Board shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years).

(b) Qualifications. The members of said Board shall possess the qualifications required of other officers of the City, shall take oath or affirmation of office, and give bond in the same manner as other appointive officers of the City. They shall be subject to the removal from office as such other officers.

(c) Appointment by Board. Such Board of Fire and Police Commissioners shall appoint all officers and members of the Fire and Police Departments of the City, except the Chief of Police and the Chief of the Fire Department, which appointments shall be made by the City Manager. All appointments made by the Board of Fire and Police Commissioners shall be from the rank next below that to which the appointment shall be made, other than that of the lowest rank.

The Board of Fire and Police Commissioners is authorized to charge an application fee of Twenty-five Dollars ($25.00) to each person who desires to submit an application for employment as an entry-level police officer or firefighter. No application for employment as a police officer or firefighter shall be accepted without payment of such application fee. An application fee shall not be required of any person who has previously been on a register of eligibles. No application fee shall be required of police officer applicants seeking to be hired pursuant to subsection (g) of this Section. (Ordinance No. 2000-148)

(d) Rules. Such Board of Commissioners shall make such rules and make such appointments and removals except those herein reserved to the City Manager in the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq*.), as amended. The Board is authorized to prepare an interim Register of Eligibles of candidates for original appointment to the Police and Fire Departments. Except as otherwise set forth in this Section, the Board shall continue to follow the procedures for original appointments to the Fire and Police Departments set forth in the Illinois Municipal Code.

(1) The interim Register of Eligibles for the Fire Department will distinguish between the 25 candidates who meet all of the requirements for initial appointment and have obtained the highest combined scores for all tests administered by the Board prior to background investigation and oral interviews, and all other candidates. The Board shall then proceed to conduct background investigations and oral interviews with such 25 candidates and prepare a Register of Eligibles placing such 25 candidates in rank order. If less than 25 candidates meet all of the requirements for initial appointment, the Board shall conduct background investigations on and shall interview all such candidates. Any time after the completion of the initial Register of Eligibles an insufficient number of names remain on the Register to meet the hiring needs of the Fire Department, as indicated to the Board by the Fire Chief, the Board shall conduct background investigations and oral interviews with such additional candidates which meet all of the requirements for initial appointment and shall prepare a new Register of Eligibles based on such additional testing. The rank order of the new Register of Eligibles shall not give priority to those candidates on the first Register unless the total combined scores of such candidates justify such priority. The procedure shall continue to be followed after every 20 appointments until no candidates remain to be hired from a Register of Eligibles or until the expiration of two years from the date the original Register of Eligibles was approved by the Board, whichever occurs first.

(2) Police Department. Notwithstanding any provisions of Division 2.1 of Article 10 of the Illinois Municipal Code (65 ILCS 5), the Board is authorized to establish a system of establishing a Register of Eligibles which permits such Register to be updated on such intervals as the Board may authorize. Persons who desire to be added to the Register of Eligibles shall apply on forms approved by the Board and provided to such applicants by City staff. Persons who so apply will be permitted to complete a written examination relating to those matters that will fairly test the capacity of the persons examined to discharge the duties of a police officer; the written examination, in the Board's discretion, may be taken on an online or computerized basis pursuant to such security procedures as the Board may see fit to establish. The Board need not proctor the written examination; it may be administered by such agents as the Board may authorize. The scores on such written examination shall be valid for one year from the date the test is given, at which time the applicant must take another test if he or she wishes to continue to seek employment as a police officer. However, the applicant is permitted to take an additional written examination after six months have elapsed from the date of the previous test; an applicant who does so shall be judged by the results of the latest written examination taken by the applicant. An application fee will be charged to all persons who desire to take the written examination. The City staff is authorized to incorporate all new scores from a written examination into the Register of Eligibles in rank order on the first day of the month after the result of the applicant's score on the written examination is known to the Board's agent or agents. The applicant's score will include both the results of the written test and any applicable veteran's points. The Board may authorize background checks, polygraph examinations, and such other procedures which, in the judgment of the Board, fairly test the capacity of the persons examined to discharge the duties of a police officer.

When the City staff has notice of a vacancy for which the Board is authorized to hire a new police officer, a physical agility test shall be conducted on the candidates who rank highest on the Register of Eligibles. The number of candidates to be tested for physical agility after notice of a vacancy shall be determined by the Board. The results of a physical agility test will be valid for six months. If more than six months have elapsed since a candidate has passed a physical agility test, he or she must retake the test. Upon passing the physical agility test, applicants will be scheduled for an oral interview to be conducted by the Board. Points from the oral interview score will be added to the scores of the candidates. The candidate receiving the highest combined score of written examination, veteran's points and oral examination shall be offered employment as a police officer with the Police Department, subject to passing any physical and psychological examinations which the Board shall authorize to be conducted.

Nothing in this subsection shall be construed as infringing on the ability of the Board to hire police officers pursuant to the alternative method of hiring police officers set forth in subsection (g) of this Section.

Nothing in this subsection shall be construed as changing the age limitations on employment set forth in 65 ILCS 5/10-2.1-6 or establishing criteria for the calculation of veteran's points different from those set forth in 65 ILCS 5/10-2.1-8.

(e) Secretary. Such Board may employ a secretary or may designate one of its own members to act as such. The secretary shall keep the Minutes of the Board's proceedings, shall be custodian of all papers pertaining to the business of the Board, shall keep a record of all examinations held, and shall perform such other duties as the Board shall prescribe.

(f) Removal, Discharge or Demotion - Investigation of Charges. Except as hereinafter provided, no non-probationary police officer or firefighter shall be removed, discharged, or demoted except for cause, upon written charges, and after an opportunity to be heard in his own defense. The Board of Fire and Police Commissioners shall conduct a fair and impartial hearing of the charges, to be commenced within thirty (30) days of the filing thereof, which hearing may be continued from time to time. In case an officer or member is found guilty, the Board may discharge him, may suspend him not exceeding thirty (30) days without pay, or demote him. The Board may suspend any officer or member pending the hearing with or without pay but not to exceed thirty (30) days. If the Board of Fire and Police Commissioners determines that the charges are not sustained, the officer or member shall be reimbursed for all wages withheld, if any. In the conduct of this hearing, each member of the Board shall have power to administer oaths and affirmations, and the Board shall have power to secure by its subpoena both the attendance and testimony of witnesses and the production of books and papers relevant to the hearing. Except as amended by Ordinance, the Board of Fire and Police Commissioners shall have all of the powers and duties set forth in Chapter 24, paragraphs 10-2.1-1 et seq. of the Illinois Revised Statutes.

(g) Alternative Method of Hiring Entry-Level Police Officers and Firefighters. When a vacancy exists in the Police or Fire Departments, the City Manager, at his discretion, may authorize the Chief of Police or the Fire Chief to appoint a person to the position of police officer or firefighter, without regard to whether such person is on the Register of Eligibles established by the Board of Fire and Police Commissioners for original appointment as a police officer or firefighter, if the appointee meets the following qualifications:

(1) In the case of a firefighter, he or she has previous status as a firefighter in the United States of America; in the case of a police officer, he or she has previous post-probationary status as a police officer in the United States of America;

(2) he or she is currently in good standing in the Police or Fire Department in which the person serves or left the Police or Fire Department in good standing; and

(3) he or she has substantially equivalent skills and abilities as a City of Bloomington post- probationary police officer or firefighter, as determined by the Chief of Police or Fire Chief.

The Chief of Police or Fire Chief may require applicants to submit themselves to such examination as he or she deems necessary to determine fitness for duties as a police officer or firefighter.

The Chief of Police or Fire Chief shall present the qualifications of any person selected for appointment for the approval of and for appointment by the Board of Fire and Police Commissioners.

No person shall be entitled to appointment as a matter of right under this subsection.

~~Section 68: Bloomington Community Development Committee.~~

~~(a) There is hereby created a Bloomington Community Development Committee. It shall be the objective of this Committee to review planning and development issues which may have a neighborhood focus and/or those issues with a city wide concern. It shall also be the objective of this Committee to seek the input of civic-minded citizens, especially those economically and socially disadvantaged. (Ordinance No. 1988-108)~~

~~(b) Organization of the Committee.~~

~~(1) The Mayor shall be an ex officio member of the Committee. The Committee shall consist of seven (7) members, the Chairman being a member of the Bloomington Planning Commission, the remaining six members shall be selected to represent diverse neighborhoods, economic, civic, church, educational, governmental, minority, welfare, and informational media groups of the City. They shall be appointed by the Mayor with the advice and consent of the Bloomington City Council. Each member so appointed shall serve a term of two (2) program years. A program year starts on October 1st and ends on September 30th. All such terms of two (2) program years shall terminate on a staggered basis, that is: four (4) of the terms shall expire on the first Monday in October, 1989 and three (3) of the terms shall expire on the first Monday in October, 1990. The members shall draw lots at the first meeting to determine the period for which each member shall serve. All appointments (both new and reappointments) shall be made by the Mayor and City Council prior to the first regular meeting of each program year. Any member appointed to fill a vacancy prior to the expiration of the term for which the predecessor was appointed shall serve for the remainder of such term. All members of the Committee shall serve without compensation.~~

~~(2) The Committee shall have as its Chairman the representative from the Bloomington Planning Commission and shall elect other officers as may in the judgment~~

~~of the Committee, be necessary from among the remaining six (6) members, together with a secretary who need not be a member of the Committee. The Committee may adopt bylaws and such rules of procedure as may be deemed advisable.~~

~~(3) The regular meetings of the Committee shall be held quarterly, on the first Monday of January, April, July, and October, with any other meetings scheduled as the Committee shall deem necessary. The place and time of the meetings shall be established as the Committee shall determine. The members shall be provided minutes of the preceding meetings with an agenda of all new and/or unfinished business to be presented at the forthcoming meeting not less than seven (7) days in advance of the meeting. Meetings of the Committee are subject to the Open Meetings Act. (Ordinance No. 1988-108)~~

~~(c) Duties and Functions.~~

~~(1) The Committee shall research and comment on city-wide planning and development issues such as changes to the Metropolitan Land Use Plan or the Street and Highway Plan. In addition, this organization is responsible for reviewing planning and development issues which have a neighborhood focus. One such item is review of the City's Community Development Block Grant Program. The Committee shall advise the Mayor, City Council, and City Manager regarding: the identification of Community Development and housing needs, and the setting of priorities; the annual Community Development Program of projects and application process; any other Community Development Grant monies applied for; any subsequent amendments and other changes to any of the above; and any duties assigned to the Committee by the Bloomington Planning Commission.~~

~~(2) The Committee shall emphasize participation by low to moderate income citizens who live in areas of slum and blight, and in areas proposed for Community Development Block Grant funded activities.~~

~~(3) The Committee shall provide the citizens reasonable and timely access to local meetings, information, and records related to the proposed use of Community Development Block Grant funds.~~

~~(4) The Committee shall allow for technical assistance to representatives of low-to moderate income people who ask for such assistance when forming proposals for Community Development Block Grant activities.~~

~~(5) The Committee shall allow for public hearings to gather citizens' views and address proposals at all stages of the program, including the assessment of needs, proposed grant uses, and reviews of program performance. The Committee shall provide adequate notice of the hearings which must be held at times and locations convenient to~~

~~people actually or potentially affected by the program, with accommodations for the handicapped.~~

~~(6) The Committee shall address the needs of non English speaking residents attending the hearings, if a substantial number are expected.~~

~~(7) The Committee will require a timely written response, within fifteen (15) working days if feasible, to written complaints and grievances from the citizens. (Ordinance No. 1988-108)~~

~~(d) Financing.~~

~~(1) The Committee may request monies or staff assistance from the City administration to enable it to adequately carry out its responsibilities, provided, such requests are submitted in writing to the City Manager, and provided, such requests are approved by the City Manager and the City Council, and included in the City's Annual Budget and Appropriation Ordinance.~~

~~(2) The Committee nay also receive gifts and donations from other public or private groups or individuals to help them carry out their responsibilities. (Ordinance No. 1988-108)~~

Section 71: Bloomington-Normal Sister Cities Committee.

There is hereby created a Bloomington-Normal Sister Cities Committee which shall function as outlined in this Section.

(a) Purpose. The purpose of the Bloomington-Normal Sister Cities Committee, also known as the Sister Cities Committee, shall be to further international relations and good will between the Bloomington-Normal community and Vladimir, Russia, Asahigawa, Hokkaido, Japan, pursuant to the People to People Program instituted by the U.S. State Department.

(b) Membership. The Sister Cities Committee shall consist of twenty (20) members, ten (10) of which shall be nominated by the Mayor of the City of Bloomington with the advice and consent of the City Council; ten (10) of which are to be nominated by the Mayor of the Town of Normal with the advice and consent of the Normal Town Council. Effective May 1, 2014, a person appointed to the Committee by the City of Bloomington shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Committee shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). ~~Each member shall serve a term of three (3) years and is not limited as to number of terms.~~ Terms of office shall expire on a staggered- basis so that the terms of approximately one-third (1/3) of the officers shall expire each year. Members whose

terms have expired shall remain in office until a successor has been duly appointed by the appropriate body.

(c) Officers - Powers and Duties. The Sister Cities Committee shall have such officers as may be provided for in its by-laws with such powers and duties as may be prescribed in those by-laws provided that no such powers and duties may be exercised in a manner inconsistent with the laws of the United States or State of Illinois or the ordinances of the City of Bloomington or the Town of Normal.

(d) Financing. The Sister Cities Committee shall be responsible for preparing an annual budget for its operations to be submitted to the City Council annually. Its operations shall be conducted with such funds as are provided in the budget to otherwise appropriated annually plus any funds received in the form of donations, reimbursements, or other admission or other charges provided for by the Committee. In obtaining approval of expenditures, the Committee shall follow procedures prescribed by the Director of Finance. Otherwise its finances shall be as prescribed in its by-laws.

(e) Meetings. The Committee shall meet in the manner prescribed in its by-laws subject to the requirements of the Open Meetings law.

(f) Inurement of Income. No part of the net earnings of the Committee shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons except that the Committee shall be authorized and empowered to pay reasonable compensation for services rendered in the standard manner in which expenditures are approved and paid.

(g) Legislative or Political Activities. No substantial part of the activities of the organization shall be the carrying on of propaganda or otherwise attempting to influence legislation and the organization shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

(h) Operational Limitations. Notwithstanding any other provisions of these articles, the Committee shall not carry on any other activities not permitted to be carried on:

(1) by an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Act of 1954 (or the corresponding provision of any future United States Internal Revenue Law); or

(2) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future a United States Internal Revenue Law).

Dissolution Clause. Upon the dissolution of the Committee, the officers shall, after paying or making provisions for the payment of all of the liabilities of the organization, dispose of all the assets of the organization exclusively for the purposes of the organization in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, including the lessening of the burdens of government, as shall at the time qualify as an exempt organization or organizations under Section 501 (c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Committee shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of the Committee is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Section 72: Citizen's Beautification Committee.

(a) Membership. The Committee shall consist of nine (9) persons to be appointed by the Mayor with the consent of the City Council. Effective May 1, 2014, a person appointed to the Committee shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Committee shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). ~~Terms of members shall be four (4) years in duration on a staggered basis. The initial terms of members shall be: three (3) persons to be appointed for one (1) year whose terms shall expire in 1974; two (2) persons to be appointed for two (2) years whose terms shall expire in 1975; two (2) persons to be appointed for three (3) years whose term shall expire in 1976; two (2) persons to be appointed for four (4) years whose terms shall expire in 1977.~~ Reappointment shall be at the discretion of the Mayor. The members of the Committee shall elect the Chairman and Vice-Chairman on an annual basis. All terms shall expire April 30th.

~~Beginning November 1, 1984, the Committee shall consist of twelve persons to be appointed by the Mayor with the consent of the City Council. The initial terms of the three (3) additional members shall be: one (1) person whose term of office shall expire in 1985; one (1) person whose term of office shall expire in 1986; and one (1) person whose term of office shall expire in 1987. Terms of office of the new members shall expire in each year and shall expire on the same date as the terms of office of other members expiring that year. (Ordinance No. 1984-101)~~

(b) Meetings. The Committee shall meet on a regular basis on a schedule to be determined by the members but not less than once per month. A regular place of meeting shall be established by the Committee members. The Chairman shall provide all members with a written agenda or notice of cancellation of these meetings not less than five (5) days in advance of the meeting. All meetings shall be open to the public.

(c) Duties and Functions. The Committee shall have as its duties and functions:

(1) To recommend to the City Council all programs of any description or variety calculated to enhance the appearance of the City of Bloomington, including but not limited to recommendations for priorities of City action, and changes in both the Bloomington city or other ordinances adopted by the City Council;

(2) To work with appropriate City personnel to establish means to elicit volunteer participation in beautification projects;

(3) To elicit citizen cooperation in carrying out beautification projects whether on a City wide or localized scale which involve landscaping on public or private property;

(4) To serve as an advisory body to the City Council and the City Manager and other city officials in developing plans for projects involving City beautification;

(5) To request, receive and utilize staff assistance from the City Administration to enable the Committee to carry out its responsibilities;

(6) To request, receive and utilize City funds to carry out its responsibilities if:

(a) such requests are submitted in writing to the City Manager; and

(b) such requests are approved by the City Council; and

(c) such requests are included in the City's annual budget and appropriation ordinance, and supplement thereto;

(7) To receive gifts and donations of any variety from other public or private groups or individuals, which gifts or donations would assist the Committee in carrying out its duties and functions.

Section 81: Cultural District Commission.

(a) Membership. The Cultural District Commission shall consist of up to fourteen (14) persons to be appointed by the Mayor with the consent of the City Council. Effective May 1, 2014, a person appointed to the Commission shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Commission shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). ~~Elected officials of the City shall be eligible to serve on the Commission. Terms of members shall be four (4) years in duration on a staggered basis. The initial terms of members shall be: four (4) persons to be appointed whose terms shall expire in 2003; four (4) persons to be appointed whose~~

~~terms shall expire in 2004; and up to five (5) persons to be appointed whose terms shall expire in 2005.~~ All terms shall expire on April 30th. Reappointment shall be by the Mayor with the consent of the City Council. The members of the Commission shall elect a Chairman and a Vice-Chairman on an annual basis.

~~Effective May 1, 2004, the terms of members appointed for terms beginning on or after May 1, 2003 shall be three years. Members appointed for terms that began prior to May 1, 2003 shall complete their existing four year terms, but the terms of members in that class shall be three years thereafter.~~

~~Effective May 1, 2004, an alderman of the City shall be appointed to the Cultural District Commission by the Mayor with the consent of the City Council. The initial term for such member shall be for three years, expiring on April 30, 2007. Such position will be reserved for an alderman of the City. Notwithstanding such member's *ex officio* status, he or she shall have full voting rights.~~

(b) Meetings. The Commission shall meet on a regular basis on a schedule to be established by the members once per month. A regular place of meeting shall be established by the Commission. All meetings shall be open to the public, unless grounds exist for a closed meeting pursuant to the Illinois Open Meetings Act.

(c) Duties and Functions. The Commission shall have as its duties and functions:

(1) To serve as an advisory body to the City Council, the City Manager and other City officials in developing plans for the Cultural District.

(2) To recommend to the City Council, the City Manager and other City officials all programs of any description or variety calculated to enhance the viability of the Cultural District.

(3) To work with appropriate City personnel to establish means to elicit public participation in and support of the Cultural District and its programs.

(4) To request, receive and utilize, staff assistance from the City administration to enable the Commission to carry out its responsibilities.

SECTION 2. That Section 23 of Chapter 10 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 10: Section 23: Building Board of Appeals

(1) There is hereby created a Building Board of Appeals consisting of nine members. The members of the Board shall be individuals who are qualified by experience

and training to decide upon matters pertaining to building construction and shall have the specific qualifications of each discipline set forth in this Section. Three members shall represent general construction, and two members each shall represent the disciplines of mechanical construction, electrical construction and plumbing.

(a) General Construction: A general construction representative must be a licensed architect, licensed structural engineer, an individual having a minimum of a Master's degree in construction technology or related field, or an individual having a minimum of five years of experience in general construction.

(b) Mechanical Construction: A mechanical construction representative must be a licensed mechanical engineer or a licensed HVAC contractor with a minimum of five years of experience in HVAC installation and maintenance.

(c) Electrical Construction: An electrical construction representative must be a licensed electrical engineer or a licensed electrical contractor with a minimum of five years of experience in electrical installation and maintenance.

(d) Plumbing Construction: A plumbing construction representative must be a licensed plumber with a minimum of five years of experience in plumbing or an individual with a minimum of a Bachelor's Degree in environmental science.

(2) The Mayor, with the consent of the City Council, shall make appointments to the Building Board of Appeals. The initial board shall consist of representatives appointed for staggered terms with three representatives each appointed to serve a two, three, or four-year term. Effective May 1, 2014, a person appointed to the Board shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Board shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). ~~Thereafter, members shall be appointed for terms of four years and shall serve until their successors are appointed and duly qualifie~~d. The Board shall designate one of its members to serve as Chairperson. The Chairperson shall serve a one year term and may be reappointed. The Director of Planning and Code Enforcement or his designee shall serve as an advisor to the Board and may act as its Secretary. Vacancies among Board members shall be filled for the unexpired term in the same manner as original appointments.

(3) The Building Board of Appeals shall have the following functions:

(a) To hear and decide all appeals from rulings or determinations made by the Director of Planning and Code Enforcement or department staff pursuant to this Chapter, Chapter 15, (the Electrical Code), or Chapter 34, (the Plumbing Code). In any appeal pertaining to general, mechanical, electrical or plumbing construction, at least one board member representing the discipline at issue must attend and participate in the appeal hearing and deliberations, unless such

participation would be prohibited by law. In the event a board member from the discipline at issue is unavailable, the appeal shall be continued in an expeditious manner to a date upon which a representative from the discipline at issue and quorum of the board can be present.

(b) To hear appeals related to applications for HVAC and electrical contractor licenses. In any such appeal, at least one board member representing electrical construction must attend and participate in the appeal hearing and deliberations.

(c) To conduct hearings on revocation or suspension of licenses, or the levying of fines against licensees.

(d) To serve as the "Board of Appeals" as that term is used in the various International construction codes adopted by the City of Bloomington. All appeals of decisions and determinations made under the International Property Maintenance Code or Chapter 45 of this Code shall be heard and reviewed by the Property Maintenance Board of Review as provided in that Chapter.

(e) To examine and review background, general practical knowledge, prerequisites and qualifications required to sit for the practical examinations for electricians and mechanical contractors as required in this Chapter and Chapter 15 of this Code.

(f) To recommend to the City Council reasonable rules and regulations governing the issuance of permits by the Director of Planning and Code Enforcement under this Chapter.

(g) To recommend to the City Council reasonable fees to be paid for the inspections performed by personnel of the Planning and Code Enforcement Department of the City of Bloomington under this Chapter.

(h) To perform such other duties as may be given or assigned by the City Council.

(i) The Building Board of Appeals, in concurrence with the Director of Planning and Code Enforcement, shall have the authority to provide for experimental programs or pilot studies, including studies which would allow for the installation of materials or methods which are otherwise prohibited by City of Bloomington ordinance. In determining whether to approve such studies or pilot programs, the Building Board shall consider the health and safety of the residents of the City of Bloomington, the likely future use of the product or method sought to be used, and the expected benefit of the intended material or method. Any program or study approved shall be limited in duration and scope such that a reasonable assessment can be made of the material or method. The Director of Planning and

Code Enforcement shall report regularly to the Building Board of Appeals on the effectiveness of such material or method approved for a pilot program or study.

(4) Quorum. Five members of the Board shall constitute a quorum. All decisions shall require an affirmative vote of a simple majority of the Board members present. No member of the Board shall consider or vote on any question in which he, or any corporation, limited liability company, or other legal entity in which he is a shareholder, is financially interested to an extent greater than other persons, firms or corporations performing or in business to perform comparable work.

(5) Meetings and Records. Meetings of the Board shall be held bi-annually, or at the call of the Chairperson or such other times as the Board may determine. All hearings before the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member on every question. If a member is absent or fails to vote, the minutes shall so indicate. The Board shall also keep records of its other official actions. Such minutes and such records shall be public records.

(6) Appeal Procedure.

(a) Application for Appeal. Any application for appeal shall be made within ten days from the date of the decision appealed from, by filing with the Director of Planning and Code Enforcement a Notice of Appeal specifying the grounds for the appeal. The Director of Planning and Code Enforcement shall transmit to the Board of Appeals the Notice of Appeal and all papers or documents on which the matter appealed from was based.

(b) Any petition for a variance/interpretation from the Building Board of Appeals shall be filed with the Planning and Code Enforcement Department, accompanied by a fee of One Hundred Fifty Dollars, payable to the City of Bloomington. Each additional petition in a multiple petition shall be charged a fee of Thirty Dollars.

(c) Decision of the Board of Appeals. The Board of Appeals shall in every case reach a decision without unreasonable or unnecessary delay. Every decision of the Board shall be in writing and shall promptly be filed in the office of the Director of Planning and Code Enforcement and served either by personal delivery or regular mail on the party initiating the appeal.

(d) If a decision of the Board of Appeals reverses or modifies a decision of the Director of Planning and Code Enforcement, the Director of Planning and Code Enforcement shall take action immediately in accordance with such decision. The decision of the Board shall be final, subject only to judicial review.

(7) Rules and Regulations. The Board may establish rules and regulations for its own procedure not inconsistent with the provisions of this Chapter.

SECTION 3. That Section 2 of Chapter 22.2 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Section 2: Establishment and Guidelines of the Human Relations Commission.

There is hereby established a Commission to be referred to and known as the Bloomington Human Relations Commission:

(a) Organization and Members of the Commission. The following designated persons shall be the members of the Human Relations Commission.

(1) Chairperson. The Chairperson shall be selected from among the Commissioners by a majority vote of the Commission for a one-year term ~~term of two (2) years~~. The term as Chairperson shall not affect the original appointment term of the Commissioner chosen to serve as Chairperson. The Chairperson shall receive no salary, but may be compensated for expenses incurred in the performance of the Commission duties. The Chairperson shall supervise the activities and duties of the Human Relations Commission and shall preside over all of its meetings in addition to the powers enumerated below. The Chairperson shall participate in all matters and shall vote on all issues before the Commission.

(2) Vice-Chairperson. The Vice-Chairperson shall be selected from among the Commissioners by a majority vote of the Commission for a one-year term ~~of two (2) years~~ which shall coincide with the term of the Chairperson. The term as Vice-Chairperson shall not affect the original appointment term of the Commissioner chosen to serve as Vice-Chairperson. The Vice-Chairperson shall receive no salary, but may be compensated for expenses incurred in the performance of the Commission duties. The Vice-Chairperson shall act as Chairperson at meetings and functions of the Commission from which the Chairperson is absent.

(3) Commissioners. Seven (7) persons, who shall be referred to and known as Human Relations Commissioners, shall be appointed by the Mayor with the advice and consent of the City Council for terms of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Commission shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). Commission members may be reappointed at the discretion of the Mayor with the advice and consent of the Council. Commissioners shall receive no salary, but may be compensated for expenses incurred in the performance of Commission duties. The Mayor shall make appointments to the Human Relations Commission which reflect a broad diversity of backgrounds within the community in the areas of race, ethnic groups, sex and age.

(4) Staff. The following designated persons shall assist the Commission in the execution of its responsibilities:

(a) Community Relations Coordinator. The Community Relations Coordinator shall be hired by the Director of Human Resources and shall advise the Commission, serve as a resource person to the Commission, coordinate and develop human relations projects of the Commission and act as a liaison with the City administration. The Community Relations Coordinator shall make reasonable efforts to attend all meetings and functions of the Commission and shall have a voice in all proceedings, but shall not vote on issues before the Commission.

(b) Human Relations Associate. The Human Relations Associate shall be hired by the Director of Human Resources and shall investigate discrimination complaints filed with the Commission, as well as individual instances and patterns of conduct that appear to be in violation of this Chapter, and shall assist in the coordination and development of human relations projects of the Commission. The Human Relations Associate shall make reasonable efforts to attend all meetings of the Commission and shall have a voice in complaint related issues, but shall not vote on complaint related issues before the Commission.

(c) Legal Representation. The Commission shall be represented by the City's Corporation Counsel Office, or in the case of a conflict of interest, the Commission shall engage the services of a private attorney.

(b) Removal. The Chairperson and Commissioners appointed herein may be removed for cause by the City Council.

(c) Meetings. The Chairperson of the Human Relations Commission shall call meetings of the Commission on a regular basis, not less than once a month on a schedule to be established and published by the Chairperson as required by law. The Chairperson or any four (4) Commissioners may call additional meetings as may be deemed necessary by giving notice of the time and place of such meetings to all other Commissioners, to the Chairperson, to the news media as required by law and to the Community Relations Coordinator not less than twenty-four (24) hours prior to such meetings.

(d) Duties and Authority. It shall be the duty and authority of the Human Relations Commission to:

(1) Conduct research, publish, and utilize studies in the field of inter-group relations and to develop and implement procedures to educate the community, equalize opportunities, eliminate discrimination and promote good will among all persons;

(2) Receive and record any complaint whether initiated by the Human Relations Commission or by the filing of a complaint with the Commission, alleging discrimination

against any person because of race, color, age, sex, religion, national origin, marital status, familial status or physical or mental disability unrelated to ability in violation of this Chapter;

(3) Seek to resolve conflicts between persons involved in complaints which are within the jurisdiction of the Commission;

(4) Recommend to the appropriate agency or person legislative, administrative, legal or other ameliorative action to be taken to eliminate discrimination and foster good will;

(5) Invite and enlist the cooperation of any citizen, organization or committee which can be of benefit in fulfilling the responsibilities of the Human Relations Commission in carrying out specific programs designed to lessen conflicts and in improving understanding in the community;

(6) Adopt such bylaws, rules of procedure and regulations as may be deemed necessary to conduct its meetings, conciliation conferences, public hearings and general operations and to carry out the purposes and provisions of this Ordinance;

(7) The Commission may also cooperate and assist any person who requests such cooperation or assistance for the purpose of developing or maintaining equal employment opportunity programs;

(8) Prepare and submit annually to the City Council, at or shortly after the end of each fiscal year, a report of its activities during such fiscal year;

(9) Refer individuals and/or information to other agencies or persons when appropriate. Serve as a resource/liaison for information, training, education and outreach efforts.

SECTION 4. That Section 4 of Chapter 25 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Section 4: Terms of – Reappointment and Removal.

Said trustees respectively shall hold office for three years from the first day of July following their appointment~~, and until their successors are appointed and have qualified~~. <u>This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Board shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years).</u>

The Mayor, by and with the consent of the Council, may remove any trustee for misconduct or neglect of duty.

SECTION 5. That Section 44.11-1 and 44.13-1 of Chapter 44 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Section 44.11-1: Historic Preservation Commission.

A. Composition. The Bloomington Historic Preservation Commission shall consist of seven (7) members, residents of the City or owners of taxable real estate located within the corporate limits of the City and whose place of residence is located not more than five (5) miles from said corporate limits, all of whom shall be appointed by the Mayor and approved by the City Council. The Mayor shall make every reasonable effort to try to appoint persons with a demonstrated interest in the history or architecture of the City, and at least one (1) member of the Preservation Commission should, if possible, be an Illinois registered architect, one (1) an attorney and one (1) a person experienced in real estate.

B. Terms. Effective May 1, 2014, a person appointed to the Commission shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Commission shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years). ~~The term of office of the members of the Preservation Commission shall be for four (4) years, excepting that the membership of the first Preservation Commission appointed shall serve respectively for terms of one (1) for one (1) year; one (1) for two (2) years; one (1) for three (3) years; and four (4) for four (4) years. A member may serve more than two (2) consecutive terms.~~ Vacancies shall be filled for the unexpired term only. Members may be recalled for cause as provided by Chapter 2, Section 80, of the Bloomington City Code, 1960 as amended.

C. Officers. Officers of the Preservation Commission shall consist of a chairman, a vice-chairman and a secretary elected by the Preservation Commission who shall each serve a term of one (1) year and shall be eligible for reelection; but no member shall serve as chairman for more than two (2) consecutive years. The chairman shall preside over meetings. In the absence of the chairman, the vice-chairman shall perform the duties of the chairman. If both the chairman and vice-chairman are absent, a temporary chairman shall be elected by those present. The secretary to the Preservation Commission shall have the following duties:

1. Take minutes of each Preservation Commission meeting;

2. Be responsible for publication and distribution of copies of the minutes, reports, and decisions of the Preservation Commission to the members of the Preservation Commission;

3. Advise the Mayor of vacancies on the Preservation Commission and expiring terms of members; and

4. Prepare and submit to the City Council a complete record of the proceedings before the Preservation Commission on any matter requiring Council consideration.

D. Meetings. A quorum shall consist of a majority of the members. All decisions or actions of the Preservation Commission shall be made by a majority vote of those members present and voting at any meeting where a quorum exists. Meetings shall be held at regularly scheduled times to be established by resolution of the Preservation Commission at the beginning of each calendar year or at any time upon the call of the chairman. No member of the Preservation Commission shall vote on any matter that may materially or apparently affect the property, income or business interest of that member. No action shall be taken by the Preservation Commission that could in any manner deprive or restrict the owner of a property in its use, modification, maintenance, disposition, or demolition until such owner shall first have had the opportunity to be heard at a public meeting of the Preservation Commission, as provided herein. The chairman, and in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Preservation Commission shall be open to the public. The Preservation Commission shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Office of the Director of Planning and Code Enforcement and shall be a public record.

E. Powers and Duties. The Preservation Commission shall have the following powers and duties:

1. To adopt its own procedural regulations;

2. To conduct an ongoing survey to identify historically and architecturally significant properties, structures, and areas that exemplify the cultural, social, economic, political, or architectural history of the United States of America, the State of Illinois, or the City;

3. To investigate and recommend to the Planning Commission and to the City Council the adoption of ordinances designating properties or structures having special historic, community or architectural values as "landmarks";

4. To investigate and recommend to the Planning Commission and to the City Council the adoption of ordinances designating areas as having special historic, community or architectural value as "historic districts";

5. To keep a register of all properties and structures that have been designated as landmarks or historic districts, including all information required for each designation;

6. To determine an appropriate system of markers and make recommendations for the design and implementation of specific markings of the streets and routes leading from one landmark or historic district to another;

7. To advise and assist owners of landmarks and property or structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation, and reuse, and on procedures for inclusion on the National Register of Historic Places;

8. To nominate landmarks and historic districts to the National Register of Historic Places, and to review and comment on any National Register Nominations submitted to the Preservation Commission upon request of the Mayor or City Council;

9. To inform and educate the citizens of the City concerning the historic and architectural heritage of the City by publishing appropriate maps, newsletters, brochures, and pamphlets, and by holding programs and seminars;

10. To hold public hearings and to review applications for construction, alteration, removal, or demolition affecting proposed or designated landmarks or structures within historic districts and issue or deny certificates of appropriateness for such actions. Applicants may be required to submit plans, drawings, elevations, specifications, and other information as may be necessary to make decisions;

11. To consider applications for certificates of economic hardship that would allow the performance of work for which a certificate of appropriateness has been denied;

12. To develop specific design guidelines for the alteration, construction, or removal of landmarks or property and structures within historic districts;

13. To review proposed zoning amendments, applications for special use permits, or applications for zoning variances that affect proposed or designated landmarks and historic districts. The Director of Planning and Code Enforcement shall send applications for special use or zoning variations to the Preservation Commission for comment prior to the date of the hearing by the Planning Commission or Board of Zoning Appeals;

14. To administer through the City Parks and Recreation Department any property or full or partial interest in real property, including easements, that the City may have or accept as a gift or otherwise, upon authorization and approval by the City Council;

15. To accept and administer through the Office of the Director of Finance on behalf of the City such gifts, grants, and money as may be appropriate for the purposes of Section 44.5-15 A. of this Code. Such money may be expended for publishing maps and brochures or for hiring staff persons or consultants or performing other appropriate functions for the purpose of carrying out the duties and powers of the Preservation Commission and the purposes of Section 44.6-15 A. of this Code;

16. To call upon available City staff members as well as other experts for technical advice;

17. To retain such specialists or consultants with the permission of the City Council or to appoint such citizen advisory committees as may be required from time to time;

18. To testify before all boards and commissions, including the Planning Commission and the Board of Zoning Appeals, on any matter affecting historically and architecturally significant property, structures, and areas;

19. To confer recognition upon the owners of landmarks or property or structures within historic districts by means of certificates, plaques, or markers;

20. To develop a preservation component in the official comprehensive plan and to recommend it to the Planning Commission and to the City Council;

21. To periodically review the Bloomington Zoning Code and to recommend to the Planning Commission and the City Council any amendments appropriate for the protection and continued use of landmarks or property and structures within historic districts; and

22. To undertake any other action or activity necessary or appropriate to the implementation of its powers and duties or to implementation of the purpose of this Code.

F. Surveys and Research. The Preservation Commission shall undertake an ongoing survey and research effort in the City to identify neighborhoods, areas, sites, structures, and objects that have historic, community, architectural, or aesthetic importance, interest, or value. As part of the survey, the Preservation Commission shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts and photographs. Before the Preservation Commission shall on its own initiative nominate any landmark for designation, it shall first develop a plan and schedule for landmarks and adopt procedures to nominate them in groups based upon the following criteria:

1. The potential landmarks in one identifiable neighborhood or distinct geographical area of the City;

2. The potential landmarks associated with a particular person, event, or historical period;

3. The completion of a survey of the City to identify potential landmarks. The Preservation Commission shall then systematically identify potential landmarks of a particular architectural style or school, or of a particular architect, engineer, builder, designer, or craftsman;

4. Such other criteria as may be adopted by the Preservation Commission to assure systematic survey and nomination of all potential landmarks within the City.

Section 44.13-1: Administration and Enforcement.

A. Zoning Enforcement Officer. The Director of Planning and Code Enforcement shall administer and enforce this Code. He may be provided with assistance of such other persons as the City Manager may direct. In furtherance of such authority the Director of Planning and Code Enforcement shall:

(1) Notify in writing any person responsible for violating any of the provisions of this Code, indicating the nature of the violation and ordering the action necessary to correct it;

(2) Order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this Code to ensure compliance with or to prevent violation of its provisions;

(3) Issue all building permits, and make and maintain records thereof;

(4) Issue all zoning compliance certificates and make and maintain records thereof;

(5) Issue all special use permits after they are approved by the Council in accordance with Division 10 of this Code;

(6) Conduct inspections of buildings, structures, and use of land to determine compliance with this Code;

(7) Maintain permanent and current records pertaining to this Code, including but not limited to, maps, amendments, plans, special uses, variations, appeals, and applications therefor; and designate on the official zoning map each amendment;

(8) Provide and maintain a public information bureau relative to all matters arising out of this Code;

(9) Receive, file and forward to the Board of Zoning Appeals all applications for appeals, special uses, authorized variations or other matters on which the Board of Zoning Appeals is required to pass under this Code;

(10) Forward to the City Clerk all applications for special use permits, amendments, and other matters which are to be referred to the Board of Zoning Appeals or the Planning Commission.

B. Building Permit Requirements. No building or other structure shall be erected, moved, added to, or structurally altered without a permit therefor issued by the Director of Planning and Code Enforcement. No building permit shall be issued by the Director of Planning and Code Enforcement except in conformity with the provisions of this Code and Chapters 10 and 24 of the Bloomington City Code, 1960, as amended, unless he receives a written order from the Board of Zoning Appeals in the form of an administrative review or variation or from the City Council in the form of a special use permit or amendment as provided by this Code.

C. Zoning Compliance Certificate:

1. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a zoning compliance certificate shall have been issued therefor by the Director of Planning and Code Enforcement stating that the proposed use of the building or premises conforms to the requirements of this Code;

(2) No nonconforming structure or use shall be maintained, renewed, changed, or extended until a zoning compliance certificate shall have been issued by the Director of Planning and Code Enforcement. The zoning compliance certificate shall state specifically wherein the nonconforming use differs from the provisions of this Code. Upon enactment or amendment of this Code, owners or occupants of nonconforming uses or structures shall have six (6) months to apply for a zoning compliance certificate. Failure to make such application within six (6) months shall be prima facie evidence that the property was in a conforming use at the time of enactment or amendment of this Code;

(3) No permit for erection, alteration, moving or repair of any building shall be issued until an application has been made for a zoning compliance certificate; and such certificate shall be issued in conformity with the provisions of this Code upon completion of the work;

(4) A temporary zoning compliance certificate may be issued by the Director of Planning and Code Enforcement for a period not exceeding six (6) months during alterations or partial occupancy of a building pending its completion, provided that such temporary certificate may include such conditions and safeguards or will protect the safety of the occupants and the public.

(5) Failure to obtain a zoning compliance certificate shall be a violation of this Code and punishable under Section 44.13-5 of this Code.

D. Special Use Permits. The Director of Planning and Code Enforcement shall issue special use permits in accordance with Section 44.10-3 of this Code.

E. Board of Zoning Appeals:

1. Creation. The Board of Zoning Appeals of the City of Bloomington, Illinois, which has been duly created by the City Council, is the Board of Zoning Appeals referred to in this Code. The Board of Zoning Appeals shall consist of seven (7) members who are residents of the City of Bloomington, Illinois. Effective May 1, 2014, a person appointed to the Board shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Board shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years).

2. Jurisdiction:

(a) To conduct administrative public hearings, make findings of fact, and decide duly initiated appeals from any administrative order, requirement, decision or determination made by the Director of Planning and Code Enforcement or his deputies or assistants in the enforcement of this Code;

(b) To conduct administrative public hearings, make findings of fact and grant or deny variations in the manner provided herein;

(c) To conduct administrative hearings, make findings of fact and recommend to the City Council approval or disapproval of applications for special use permits in the manner provided herein;

(d) To recommend to the City Council amendments to this Code.

(e) To hear appeals of decisions made pursuant to Chapter 3 of this Code by the Sign Code Administrator relating to the denial of permits, the removal of illegal signs or the granting of variances, except when said appeal is brought pursuant to Article 7 of Chapter 3, in which case said appeal shall be heard by the Construction Board of Appeals pursuant to Chapter 10 of this Code;

(f) To make recommendations to the City Council for changes to Chapter 3 of this Code; and

(g) To give advice to the Sign Code Administrator when requested.

3. Meetings, Hearings, Procedures and Rules:

(a) Meetings. All meetings of the Board of Zoning Appeals shall be held at the call of the Chairman and at such times and places as the Board of Zoning Appeals may determine. Anything herein to the contrary notwithstanding, the Board of Zoning Appeals will meet at 3:00 p.m. on the third Wednesday of each month for regularly scheduled meetings and at such other times as said Board may determine;

(b) Administrative Public Hearings:

(1) All administrative public hearings shall be held at regularly scheduled times, except when conditions require a special meeting.

(2) Notices:

(a) Legal notice of an administrative public hearing shall be given not less than fifteen (15) nor more than thirty (30) days before said hearing by publishing a notice thereof in a newspaper of general circulation;

(b) Courtesy notices may be given by posting the property affected with a sign indicating that a zoning action is pending affecting the property and that additional information may be obtained from the Director of Planning and Code Enforcement (details will be specified here);

(c) Courtesy notices may also be given by the mailing of a notice of hearing to the owners of any land contiguous to the parcel on which action is proposed.

(3) Administrative Public Hearing Procedure:

(a) Parties. The applicant, the City and the person filing a written entry of appearance is a party to an administrative public hearing procedure;

(b) Appearances of Others. Any person may appear and testify at an administrative public hearing, either in person or by a duly authorized agent or attorney;

(c) Oaths of Affirmations. The Chairman or in his absence, the Acting Chairman, may administer oaths or affirmations;

(d) Compelling the Attendance of Witnesses. The Chairman or in his absence, the Acting Chairman, may compel the attendance of witnesses by mailing to such persons a Notice compelling attendance, not less than five (5) days before the public hearing. Failure of a person to appear in response to such a Notice shall constitute a violation of this Code.

(4) Record Keeping:

(a) The Board of Zoning Appeals shall make a sound recording of all administrative public hearings and shall retain such tape for not less than six (6) months following the closing of the hearing;

(b) Verbatim Transcripts. In the event that any party desires a verbatim transcript of the administrative public hearing, a written request therefor shall be filed with the Chairman of the Board of Zoning Appeals not less than three (3) weeks before the hearing date.

Costs of taking such a transcript shall be shared equally between the requesting party and the City. Any party desiring a transcript of the proceedings shall pay any transcription or copying costs;

(c) Decisions and Orders. The Board of Zoning Appeals shall retain in the Office of the City Clerk a copy of every rule, decision or determination made by the Board.

(5) Notification of Decision. Copies of findings of fact and decisions or recommendations of the Board shall be served by mailing a copy thereof to all parties.

(c) Rules and Procedures. In order that the Board of Zoning Appeals may efficiently transact the business before it and provide an opportunity for all interested parties to be heard, the following rules and procedures shall be followed:

In the conduct of its meetings said Board shall follow parliamentary procedures except as set forth in paragraph (1) of this subsection (c). Robert's Rules of Order, except when otherwise provided by law and when not in conflict with these rules and procedures, shall govern on all questions of parliamentary law at meetings of said Board.

(1) Convening; Seating; Order of Business. All regular meetings of the Board of Zoning Appeals shall convene promptly at the hour set by Section 44.13-1 E.3.(a) of this Code. On the day of each regular meeting the members and secretary of said Board shall take their regular stations in the Council Chambers and the business of said Board shall be taken up for consideration in the following order:

(a) Call to Order by the Secretary or Acting Secretary of the Board of Zoning Appeals;

(b) Roll Call by the Secretary or Acting Secretary of said Board. A majority of said Board's members shall be present to constitute a quorum in order to do business. In the event that there is no quorum present then all public hearings scheduled for the meeting shall be postponed. If the Chairman is absent, an Acting Chairman of said Board shall be selected by a majority vote of said Board's members who are present;

(c) Review and approval of the minutes of said Board's previous meeting;

(d) Consideration of Petitions. The following procedure shall be used in the consideration of each petition:

(1) The Chairman or Acting Chairman of said Board shall provide a short description of the petition;

(2) The Secretary or Acting Secretary of said Board shall report whether notice of the public hearing was given as required by this Code and whether courtesy notices of the public hearing were mailed to the owners of property most affected by the petition;

(3) The Chairman or Acting Chairman of said Board shall read the applicable Section of this Code which applies to the petition;

(4) The Chairman or Acting Chairman shall invite persons at the public hearing to speak, in favor of the petition;

(5) The Chairman or Acting Chairman shall invite persons at the public hearing to speak against the petition;

(6) The Chairman or Acting Chairman shall invite other persons at the public hearing to express their opinions concerning the petition;

(7) The Chairman or Acting Chairman shall allow time for members of the Board to discuss the petition;

(8) At the end of such discussion the Chairman or Acting Chairman on the petition. Those Board members who are in favor of approving the petition shall vote "Yes", those in favor of denying the petition shall vote "No", and those wishing to abstain from voting on the petition shall vote "Present". A concurring vote of four (4) members of the Board of Zoning Appeals shall be required to approve or recommend approval of a petition. Board members shall cast their votes on roll call by the Secretary or Acting Secretary;

(9) The Chairman or Acting Chairman shall then review the Board of Zoning Appeals action and discuss the procedures to be followed for the benefit of the petitioner.

F. The Planning Commission.

1. Creation. The Planning Commission of the City of Bloomington, Illinois, which has been duly created by the City Council is the Planning Commission referred to in this Code. Effective May 1, 2014, a person appointed to the Commission shall serve a term of three (3) years. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Commission shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years).

2. Jurisdiction:

(a) To conduct legislative public hearings and submit reports and recommendation to the City Council on applications or proposals to amend the boundaries of the zoning districts created by this Code;

(b) To conduct public hearings and submit reports and recommendations to the City Council on proposed amendments to the regulations imposed by this Code, that is, zoning text amendments;

(c) To conduct public hearings and recommend approval or disapproval of preliminary plans for subdivisions and, if directed by the City Council, to report on final subdivision plats in the manner provided in Chapter 24 of the Bloomington City Code, 1960, as heretofore or hereafter amended;

(d) To conduct public hearings and recommend approval or disapproval of preliminary development plans for planned unit developments and, if directed by the City Council, to report on final development plans in the manner provided in Division 9 of this Code;

(e) When required by this Code or the City Council to conduct public hearings and recommend approval or disapproval of site plans as required by provisions of this Code;

(f) To recommend to the City Council amendments to this Code and Chapter 24 of the Bloomington City Code, 1960, as amended;

(g) To carry out and perform such additional duties as are assigned to them by the City Council.

3. Meetings, Hearings, Rules and Procedures:

(a) Meetings. All meetings of the Planning Commission shall be held at the call of the Chairman at such times and place as the Commission may determine. Anything herein to the contrary notwithstanding, the Commission will meet at 4:00 p.m. on the second and fourth Wednesday of each month for regularly scheduled meetings at such place as the Commission may from time to time establish. All meetings of the Commission shall be open to the public.

(b) Legislative Public Hearings:

(1) All legislative public hearings shall be regularly scheduled meetings, except when conditions require special meetings;

(2) Legal Notices:

(a) Legal notice of a legislative public hearing shall be given not less than fifteen (15) nor more than thirty (30) days before said hearing by publishing a notice thereof in a newspaper of general circulation;

(b) Courtesy notices may be given by posting the property affected with a sign indicating that a zoning action is pending affecting the property and that additional information may be obtained from the City Planner (details will be specified here);

(c) Courtesy notices may also be given by the mailing of a notice of hearing to the owners of any land contiguous to the parcel on which action is proposed.

(c) Legislative Public Hearing Procedure:

(1) Appearances. Any person may appear and testify at a legislative public hearing, either in person or by duly authorized agent or attorney;

(2) Oaths. The Chairman or in his or her absence the Acting Chairman may administer oaths;

(3) Compelling the Appearance of Witnesses. The Chairman or in his or her absence the Acting Chairman may compel the attendance of witnesses by mailing to such persons a Notice compelling attendance, not less than five (5) days before the public hearing. Failure of a person to appear in response to such a Notice shall constitute a violation of this Code;

(4) Record Keeping. The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question or if absent or failing to vote, indicate such fact;

(5) Transmittal of Recommendation to Council. A copy of the Minutes of the Planning Commission meeting and any reports or recommendations shall be filed with the City Clerk prior to final action by the City Council on a particular item and shall become part of the public records of the municipality, provided however, the failure to file such minutes shall not invalidate final action of the City Council.

SECTION 6. That Section 1000.3 of Chapter 45 of the Bloomington City Code, 1960, as amended, be further amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 45: Section 1000.3: Membership of Board.

1. The Property Maintenance Review Board shall consist of seven members who are qualified by experience, education and/or training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the Board ~~board~~. The Board ~~board~~ shall be appointed by the Mayor and ratified by the City Council for three year terms ~~and shall serve staggered and overlapping terms~~. This term may be extended after the three (3) years for no more than two (2) additional three (3) year terms. Members of the Board shall serve no more than three (3) consecutive three-year terms (a total of nine (9) years).

2. Except as provided in subsection (b), all Board ~~board~~ members must be residents of the City of Bloomington. Board membership shall be as follows:

(a) Two (2) contractors in good standing experienced in general construction, remodeling and/or property maintenance. No person named to the Board ~~board~~ as

a contractor shall, during the term of his or her membership, also have an ownership, management, or tenant interest in rental property.

(b) Two (2) landlords in good standing owning rental property within the City of Bloomington, of which one may reside outside the corporate limits of the City. One landlord member shall be named from each of the following categories:

(i) Small – owning not more than 12 units;

(ii) Large – owning more than 12 units.

(c) Two (2) tenants, leasing and residing in dwelling units located within the corporate limits of the City of Bloomington.

(d) One (1) at-large citizen of the City of Bloomington.

(e) Disqualification of member - A member shall not hear an appeal in which that member has a personal, professional or financial interest. A member shall resign, or shall be removed from the Board ~~board~~ by the Mayor, if that member no longer meets the prescribed standards and requirements of this Section.

(f) Chairman – The Board ~~board~~ shall annually select one of its members to serve as Chairman.

(g) Alternate members – The Mayor shall appoint four (4) alternate members who, following ratification of their appointment by the City Council, shall be called by the Board ~~board~~ Chairman to hear appeals during the absence or disqualification of a member. All alternate members shall possess the qualifications required for Board ~~board~~ membership. One (1) alternate Board ~~board~~ member shall be named for each category of membership described in paragraphs (a) through (d) of this Section.

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

SECTION 8. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

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

SECTION 10. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this _____ day of January, 2014.

APPROVED this _____ day of January, 2014.

APPROVED:

_____

Tari Renner, Mayor

ATTEST:

_____

Tracey Covert, City Clerk

ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

JANUARY 13, 2014

ADDITION TO CONSENT AGENDA

Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum with Attachment 1.*

FOR COUNCIL: January 13, 2014

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved $6,778,919.95, (Payroll total $4,364,862.64 and Accounts Payable total $2,414,057.31).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

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