

**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 8:00 p.m., Monday, June 13, 2011.

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, Bernard Anderson, David Sage, Robert Fazzini, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

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

Alton Franklin, 5 Andy Ct., Unit 1, addressed the Council. He informed the Council that he was a military veteran. He expressed his opinion that the Council had maligned Alderman Stearns' reputation. He was proud of Aldermen Stearns and Purcell. He expressed his disappointment in Alderman Fazzini and was ashamed of the Council. He believed that there would be changes in the Council. He planned to talk to a lot of people.

Mr. Franklin stated that there were no arrears. He expressed his admiration for Todd Greenburg, Corporation Counsel, and the City's legal staff. He believed that the Council was pathetic.

Mike Fitzgerald, 1805 Dunraven Rd., addressed the Council. The Council was in disarray and the situation was distressing. The Council approved the retention of outside counsel which he described as a waste of taxpayer dollars. The County's Supervisor of Assessments had failed to research this issue. The Council had drafted rules which would not cure all ills. Aldermen were to be servants to the taxpayers. The Council needed to become professional, serve the taxpayer and ask the tough questions. He believed that dirty politics were involved.

Mayor Stockton introduced State Representative Keith Sommer who was in attendance at the meeting. Mr. Sommer's new legislative district would include a larger portion of the City.

Alderman Fruin read the same statement that appeared on the August 23, 2010 Council meeting prior to voting.

The following was presented:

SUBJECT: Bills and Payroll

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

FINANCIAL IMPACT: Total disbursements to be approved \$4,449,663.56, (Payroll total \$1,812,459.50, and Accounts Payable total \$2,637,204.06).

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Timothy Ervin
Director of Finance

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Stearns that the bills and payroll be allowed and 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, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Donation of Trees and Tree Spade Equipped Truck from Jack O. Snyder

RECOMMENDATION: That the Agreement between the City and Jack O. Snyder for the donation of trees and a truck equipped with a tree spade be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Jack O. Snyder owns property near the intersection of Lutz Road and Greenwood Avenue on which is located a tree farm containing trees that can be removed and planted elsewhere. Mr. Snyder also owns a 1987 International S-1900 truck equipped with a Vermeer ts-32 tree spade which is suitable for removing, transporting, and replanting the majority of the trees located on the farm.

Mr. Snyder has offered to transfer title to the truck and tree spade to the City for no monetary consideration. He is donating any and all trees, as well as authorizing staff to enter the property to remove any trees located thereon. The City agrees to remove all trees it desires within five (5) years from the execution of this agreement and to leave the farm in the same condition as of before, except for removal of trees. Any trees the City does not remove shall become the property of Mr. Snyder after the expiration of the agreement.

There are approximately 935 trees located on the property. Park Maintenance staff has surveyed the farm and estimates an interest in up to 600 trees. Reasons for excluding some trees include: wrong species (i.e., Ash trees), size (too large to relocate), or existing condition. Trees would be planted at City golf courses, future park developments (Gaelic Park an obvious near term choice) and parkway tree replacements or additions. These trees will assist in reducing the burden of Ash trees lost to the Emerald Ash Borer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Jack O. Snyder and Fleet Maintenance staff.

FINANCIAL IMPACT: If the City purchased trees of similar size and species the cost would range between \$250 and \$300 per tree. Tree orders are generally shipped to the Park Maintenance Facility on Springfield Road where staff then transports the trees to the needed locations. The cost of transplanting the donated trees from the farm is approximately the same as the transportation costs from the Park Maintenance Facility.

Respectfully submitted for Council consideration.

Prepared by:

John R. Kennedy, Director
Parks, Recreation, & Cultural Arts

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

Rosalee Dodson
Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

AGREEMENT

The City of Bloomington, a municipal corporation (“City”) and Jack O. Snyder (“Snyder”) hereby agree as follows this 15th day of June, 2011:

Recitals

1. Snyder owns property located off Greenwood Avenue in rural Bloomington on which is located a tree farm (“Tree Farm”) containing numerous trees capable of being removed and planted elsewhere.
2. The trees located on the Tree Farm have recently been valued at \$199,888 by a qualified, licensed arborist for litigation purposes.
3. The City is currently in need of trees for its municipal operations, and expects to need trees for the next five (5) years.
4. Snyder is willing to donate, and the City is willing to accept, said trees under the terms and conditions outlined in this Agreement.
5. Snyder owns a 1987 International S-1900 truck, (VIN No. 1HTLDUXP4HH512985), equipped with a Vermeer ts-32 tree spade (“tree spade”) which is suitable for removing, transporting, and replanting any trees located on the Tree Farm. The parties agree that the value of the tree spade is \$11,500.

Agreement

1. Snyder agrees to donate to the City, in consideration for the City’s promises herein, all trees located on the Tree Farm as of the date of this Agreement.
2. Snyder further grants to the City and its authorized agents a license to enter the Tree Farm at will to remove any trees located thereon.
3. Snyder further agrees to transfer title to said tree spade for no monetary consideration in exchange for the City’s agreement to accept it and pay all taxes and fees applicable to the transfer of title thereto.
4. The City agrees to remove all trees it desires from the Tree Farm within five (5) years from execution of this Agreement, and to leave the Tree Farm in the same condition as of the date of execution of this Agreement, except for the removal of the trees.
5. This Agreement shall remain in full force and effect for five (5) years from the date of execution of this Agreement; at the expiration of the Agreement, all trees remaining on the Tree Farm shall become the property of Snyder. The City shall have no further obligation with respect to said trees, the use and disposition of which shall be entirely Snyder’s responsibility.

Executed this 15th day of June, 2011.

Jack O. Snyder

City of Bloomington, a municipal corporation

By:

Attest:

Stephen F. Stockton
Mayor

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Agreement between the City and Jack O. Snyder for the donation of trees and a truck equipped with a tree spade 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, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order and Motor Fuel Tax (MFT) Resolution for the Resurfacing of Ireland Grove Road from Veterans Parkway to the Kickapoo Creek Bridge (Ward 8)

RECOMMENDATION: That the Change Order in the amount of \$17,221.93 in Motor Fuel Tax Funds for the Resurfacing of Ireland Grove Road from Veterans Parkway to the Kickapoo Creek Bridge be approved and the Resolution adopted.

BACKGROUND: On July 27, 2009, Council approved a Local Agency Agreement for Federal Participation and a MFT Resolution for the City's estimated portion of the Resurfacing of Ireland Grove Road from Veterans Parkway to the Kickapoo Creek Bridge project. The project was bid in November 2009, and construction was completed in July 2010.

The Local Agency Agreement requires that the City pay for all cost above the revised federal funding. The construction contract documents included a provision which allowed the contractor a surcharge for the bituminous oils used in the hot mix asphalt (HMA). Since considerable HMA paving took place during the 2010 construction season, and bituminous oil was in high demand, prices were elevated; the contractor was owed the surcharge. Pursuant to the Illinois Department of Transportation’s (IDOT) bidding process, this surcharge was not included in the bid amount and there was no way to predict the higher cost. The bituminous oil surcharge accounts for the entire additional construction cost. The pavement surface condition rating went from a 3 (Poor) to a 10 (New) as a result of this contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The increased cost will be paid with MFT Funds (X20300-72530). Sufficient MFT funds are available to cover the additional cost, but this expense was not included in the FY 2012 Budget. A summary of the project funding and cost follows:

<u>Original Funding</u>	<u>Revised Funding</u>	
Federal Funding	\$420,000.00	\$470,000.00
MFT Funding	<u>\$76,100.00*</u>	<u>\$82,000.00*</u>
Total Funding	\$496,100.00	\$552,000.00
Bid Amount	\$551,824.81	
Actual Construction Cost	\$569,221.93	
Additional MFT Resolution	\$17,221.93	

* Estimated funding based on budget and bid amounts.

Respectfully submitted for Council consideration.

Prepared by:	Financial review by:	Reviewed as to legal sufficiency:
Jim Karch, PE CFM Director of Public Works	Timothy Ervin Director of Finance	Todd Greenburg Corporate Counsel

Recommended by:

David A. Hales
City Manager

(RESOLUTION 2011 - 21 ON FILE IN CLERK’S OFFICE)

Alderman Anderson addressed this item. He questioned this change order. He noted that there was a provision for same within the state’s contract to pass this cost through to the City. He was not satisfied with staff’s answer. David Hales, City Manager, reminded the Council that the contract was between the state and Rowe Construction. The

City must comply with the state's language/policies. Similar action has been taken in the past. Alderman Anderson stated that the City had no ability to rebut or seek recourse. The cost was simply past through to the City. Mr. Hales stated that IDOT reviewed the change orders. This was a standard state agreement. Staff can contact IDOT's staff and question opportunities for change to the standard language.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Change Order in the amount of \$17,221.93 in Motor Fuel Tax Funds for the Resurfacing of Ireland Grove Road from Veterans Parkway to the Kickapoo Creek Bridge be approved and the Resolution adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Ratification of Contract with Local 49 Fire Fighters

RECOMMENDATION: That the Tentative Agreement with Local 49 (Fire) be ratified and incorporated in a new collective bargaining agreement along with the arbitrators decision on wages and health insurance.

BACKGROUND: In September 2009, Local 49 and the City began negotiating the terms for a collective bargaining agreement to replace the agreement which expired on April 30, 2009. The expired agreement can be located on the City's website - www.cityblm.org (see Human Resources folder titled Labor Contracts). The parties were able to reach Tentative Agreement on the following issues:

Section 5.1 Sick Leave

- Change timeframe of when notification for sick leave notes are given to employees.
- City agrees to pay RHS contributions on a monthly basis instead of annual basis.
- Revise Sick Leave Rapid Accrual eligibility language to require the use of 200 hours of sick time for one serious health condition.

Section 8.2 Emergency Leave

- Limit to four (4) hours per incident at discretion of Shift Commander.

Article 17 Group Insurance

- Require twenty-five percent (25%) premium contribution by employee, seventy-five percent (75%) premium contribution by the City for Group Health Insurance.

Article 11 Acting Pay

- Require six (6) years of Fire Suppression experience in order to be eligible to Act as a Captain.
- Addition of language that gives preference to those on shift who are also on Captains Eligibility List.
- Elimination of reference to Lieutenant Rank.

Section 24.4 Engineers

- Defined seniority for engineers as time served as an engineer.
- Clarification on Fire Apparatus Engineer Certification that costs are responsibility of employee if the employee fails to complete paperwork in a timely manner.
- Permanent vacancies should be filled within sixty (60) calendar days of vacancy.

Section 25.2 Captain and Lieutenant Promotional Process Eligibility

- Elimination of reference to Lieutenant rank, including testing process for same.
- Requirement of seven (7) years of suppression experience to be eligible for promotion.
- Change in weights for calculation of eligibility register. This includes the addition of an Assessment Center component.
- Ability to participate in all elements of promotional process regardless of score. Requirement of a final score of seventy percent (70%) to be on list of preliminary eligibles.

Section 25.3 Asst Chief Promotional Process Monitoring

- Requirement to hold the rank of Captain for at least three (3) years to be eligible for promotion.
- Change in weights for calculation of eligibility register.
- Ability to participate in all elements of promotional process regardless of score. Requirement of a final score of 70% to be on list of preliminary eligibles.

Term of the Agreement

- The contract is for a term of three (3) years, retroactive to May 1, 2009 and expiring on April 30, 2012.

The parties were unable to reach agreement on the remaining outstanding issues. Mediation was held on May 25, 2010 and November 3, 2010. After two (3) mediation sessions the parties were still unable to reach an agreement and arbitration was scheduled for November 17-19, 2011. The two (2) outstanding issues presented at arbitration were wages and health insurance. The arbitrator's decision was received on March 23, 2011. The arbitrator granted the Union's proposal on wages which was a three percent (3%) increase in FY10; three percent (3%) increase in FY11, and a three percent (3%) increase in FY12. The arbitrator granted the City's proposal

on changing Local 49’s Health Insurance Plans to the new Wellness Plans which increased the deductible from \$250 to \$400.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and Local 49.

FINANCIAL IMPACT:

The financial impact of the tentative agreement include:

- gained efficiencies and restrictions on Rapid Accrual and Emergency Leave.
- Cost for Assessment Center for Captains promotional process is estimated at \$5,200. This provides a better evaluation of employees’ ability to perform the tasks of the position. Staff believes long term savings will be obtained through better management and leadership at the Captains level.

The financial impact of the arbitrator’s decision is:

- Estimated cost of base wage increases over the three (3) years total \$566,000.
- Estimated premium savings of \$5,478 based on current enrollments. There was an additional saving of \$29,214 due to five (5) employees declining health insurance premiums for January 1, 2011. This change will also lower the Government Accounting Standards Board (GASB) liability for Other Post-Employment Benefits (OPEB).

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Emily Bell, IPMA-CP
Director of Human Resources

Mike Kimmerling
Fire Chief

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Tentative Agreement with Local 49 (Fire) be ratified and incorporated in a new collective bargaining agreement along with the arbitrators decision on wages and health insurance.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Annual Renewal of Software Maintenance Agreement for Bentley Systems, Inc., for CADD, Civil Engineering & Design Software, and Support

RECOMMENDATION: That the payment to Bentley Systems, Inc. in the amount of \$13,995 be approved and the Resolution adopted.

BACKGROUND: The annual software maintenance agreement with Bentley Systems, Inc., the engineering software provider, is due for renewal. This is a recurring annual renewal for the maintenance of the Computer Aided Drafting and Design (CADD) software used by Public Works, PACE, Parks, Recreation & Cultural Arts, and Water Departments use for engineering and design of the City's facilities and infrastructure. The agreement provides for support and upgrades to the design software.

The City and Bentley Systems have mutually agreed to extend this agreement annually. Should this agreement not be renewed, staff would be unable to design construction plans in house for future infrastructure projects. This suite of programs is used for sanitary and storm sewer design, roadway design, water, and watershed modeling. The Public Works Department also uses this software to review external electronic design submissions, as well as study vehicular turning movements. It is also used by several other departments, including the Parks, Recreation and Cultural Arts, the US Cellular Coliseum, and PACE for event planning, facility management, and maintenance. Additionally, the cost of purchasing the software again in several years is much more expensive than renewing the annual maintenance agreement.

Bentley Systems, Inc. has submitted invoices for \$13,995 which will be appropriately allocated to each department. Bentley Systems, Inc. is the sole provider of this software. The price is firm and staff has made every attempt to negotiate a lower price. The price of the software has not increased since last year. One (1) leased license of Geopak has been discontinued due to changing demand for Geopak licenses. By paying this invoice, the agreement will be extended another year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: As follows:

1. Payment to Bentley Systems, Inc. in the amount of \$13,995 with payment to be made with the following:
 - a. Engineering Administration G16210-71010 (\$8,305)
 - b. Water Administration X50110-71010 (\$2,770)
 - c. Water Purification X50130-71010 (\$2,880)

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

Timothy Ervin
Director of Finance

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2011 - 22

**A RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND BENTLY SYSTEMS, INC. FOR THE
CADD, CIVIL ENGINEERING & DESIGN SOFTWARE, AND SUPPORT**

WHEREAS, the City of Bloomington has previously entered into a contract with Bentley Systems, Inc. for CADD, Civil Engineering & Design Software, and Support; and

WHEREAS, for the reasons set forth in a staff report dated June 13, 2011 it was necessary to extend the maintenance agreement; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the June 13, 2011 memo was in the best interest of the citizens of the City of Bloomington.

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

That the agreement between the City of Bloomington and Bentley Systems Inc. for CADD, Civil Engineering & Design software, and Support be extended.

ADOPTED this 13th day of June, 2011.

APPROVED this 14th day of June, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Stearns that the payment to Bentley Systems, Inc. in the amount of \$13,995 be approved and the Resolution adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Cisco Networking Equipment Maintenance and Support Agreement

RECOMMENDATION: That the Agreement with Sentinel Technologies for support of the City's Cisco network hardware and software in the amount of \$51,923 be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

BACKGROUND: Staff respectfully requests Council approval to renew a hardware/software maintenance agreement covering most of the City's networking infrastructure. This equipment includes switches, routers, wireless LAN equipment, the City's firewall, and other network and security related equipment. This equipment is critical to every information technology related system used throughout City offices. It provides network transportation and security for all City data.

The equipment that would be covered by the agreement is of varying ages. However, a majority was purchased and installed in late 2005. The equipment is still functioning well, but will need to be replaced in future fiscal years. Staff maintains a replacement schedule for this extensive list of equipment and will be trying to phase in replacement rather than eventually replace it all at once. Staff believes the maintenance agreement is necessary, even on newer equipment, as it provides not only timely hardware repair and software updates, but also network configuration and troubleshooting assistance when necessary.

Staff has sought proposals for the maintenance renewal of this equipment and has received the following responses.

Vendor	Location	Proposal Amount
Sentinel Technologies, Inc	Springfield, IL	\$51,923.00*
Alexander Open Systems	Springfield, IL	\$68,283.02
LaSalle Solutions	Rosemont, IL	\$63,361.14

*Low and recommended vendor

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funds for this renewal support agreement have been budgeted in the Information Services Repair/Maintenance Office and Computer Equipment account (G11610-70530) within the FY 2012 Budget.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Scott Sprouls
Director of Info. Services

Timothy Ervin
Director of Finance

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

RESOLUTION NO. 2011 - 23

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING AN AGREEMENT FOR THE SUPPORT OF THE CITY'S CISCO NETWORK HARDWARE AND SOFTWARE FROM SENTINEL TECHNOLOGIES IN THE AMOUNT OF \$51,923

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

1. That the bidding process be waived and an Agreement for the support of the City's Cisco network hardware and software from Sentinel Technologies be approved in the amount of \$51,923.

ADOPTED this 13th day of June, 2011.

APPROVED this 14th day of June, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

(PARTIALLY EXECUTED CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Stearns the Agreement with Sentinel Technologies for support of the City's Cisco network hardware and software in the amount of \$51,923 be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Banner Software Remote Database Administration Contract Renewal

RECOMMENDATION: That the support agreement with ACS Government Solutions in the amount of \$18,000 to provide remote database administration (DBA) assistance for the City's Banner Financial/HR/Payroll system be renewed for the period of one (1) year, beginning June 1, 2011, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

BACKGROUND: Staff respectfully requests to renew an agreement with ACS Government Solutions to provide remote DBA services. ACS has provided this service for the City since the Banner software was installed in 1997.

Although the agreement period is for one (1) year, ACS invoices the City in twelve (12) monthly payments. The agreement provides for ten (10) support hours per month for a total of 120 hours

over the full year. Hours not used per month are rolled into the next month for use over the full year. Total cost for the agreement is \$18,000, invoiced monthly in the amount of \$1,500.

ACS remote DBA support is critical in helping staff manage and troubleshoot the Banner system. ACS has also assisted in the creation of specific reports within the Banner system when standard ad-hoc reporting tools have not been sufficient to retrieve necessary information. Finally, staff expects to need assistance from ACS in applying the 2011 tax tables to the Banner system. W2 forms sent out in January 2012 should be the last ones generated by the Banner system, as the targeted go live date for the Munis ERP payroll module is April 2012.

Staff expects this to be the final renewal necessary for ACS remote DBA services. With the Munis ERP core financials set to go live in November 2011 and HR/Payroll set to go live in April 2012, a renewal in 2012 will not be needed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total cost for the agreement is \$18,000, invoiced monthly in the amount of \$1,500. Funds for this remote DBA agreement renewal have been budgeted in the Information Services Repair/Maintenance Office and Computer Equipment account (G11610-70530) within the FY 2012 Budget.

Respectfully submitted for Council consideration.

Prepared by:

Scott Sprouls
Director of Information Services

Reviewed by:

Barbara J. Adkins
Deputy City Manager

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2011 - 24

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$18,000 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ACS GOVERNMENT SOLUTIONS TO PROVIDE REMOTE DATABASE ADMINISTRATION

WHEREAS, the City of Bloomington has previously entered into a contract with ACS Government Solutions for to provide remote database administration; and

WHEREAS, for the reasons set forth in a staff report dated June 13, 2011 it was necessary to provide remote database administration (DBA) assistance for the City's Banner Financial/HR/Payroll system; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the June 13, 2011 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$18,000 in the contract between the City of Bloomington and ACS Government Solutions to provide remote database administration be approved.

ADOPTED this 13th day of June, 2011.

APPROVED this 14th day of June, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

SERVICE AGREEMENT

THIS AGREEMENT for information technology services (hereafter the "Agreement") is entered into this 1st day June 2011 of (hereafter the "Effective Date") by and between the City of Bloomington a governmental entity (hereafter referred to as the "Client") with offices located at 109 East Olive Street, Bloomington, IL 61701 and ACS GOVERNMENT SYSTEMS, INC., a Delaware corporation, with its principal place of business located at 1733 Harrodsburg Road, Lexington, KY 40504-3617 (hereafter "ACS" or "Contractor"), referred to individually as Party and collectively as Parties.

In consideration of the mutual promises and covenants contained herein the Parties hereto agree as follows:

1.0 Scope of Services

In consideration for the payments described in Section 2.0 hereof, Contractor will provide Client with the services described in the Statement of Work annexed hereto as Exhibit "A."

2.0 Compensation and Payment Provisions

Client shall make payments to Contractor for the services provided in the amount and at such times as are set forth in the payment schedule attached hereto as Exhibit "B" – Payment Provisions. Client shall pay invoices within thirty (30) days of their issuance.

3.0 Term

The services specified in Exhibit "A" will be provided beginning on June 1, 2011 assuming that both Parties have signed this Agreement prior to that date, and will end TWELVE months from such date (the "Expiration Date"). If the Client does not utilize the entire amount of services during the service period, then notwithstanding such fact, the services described within this Agreement will nonetheless be deemed to have been completed and Client will be responsible for payment of the full amount of fees for the service period. Unused service hours may not be carried forward beyond the Expiration Date set forth herein.

4.0 Termination

4.1 Default by ACS: If ACS defaults in the performance of any of its material default obligations under this Agreement for a period of forty-five (45) days after the sending of notice to the address on this Agreement that it is in default, Client may, at its option, terminate the Agreement by delivering written notice to ACS at the address in this document, and paying ACS all sums due under this Agreement to the initial date of the default. Upon termination or cancellation of this Agreement, all software, and other ACS-owned material will promptly be returned to ACS.

4.2 Default by Client: If Client defaults in the performance of any of its material default obligations under this Agreement for a period of forty-five (45) days after receiving notice of default from ACS, ACS may, at its option, terminate the Agreement at the end of that period. ACS may terminate this Agreement by delivering written notice of termination to Client. Upon termination of this Agreement, all equipment, software, and other ACS-owned material will promptly be returned to ACS.

4.3 Payment by Client: In the event of termination pursuant to this section, Client shall equitably compensate ACS for all services performed in accordance with the Agreement up to the effective termination date.

5.0 Warranty

ACS warrants the services provided hereunder will be performed in a professional and workmanlike manner. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.0 Assignment

The rights and obligations of each Party under this Agreement will not be assignable without the prior written consent of the other Party to this Agreement, and any attempt to assign them without such consent will be void. Notwithstanding the foregoing, ACS may assign this Agreement to its successors by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

7.0 Applicable Law

This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Kentucky, and venue for any legal action shall be in the State of Kentucky.

8.0 Modification

This Agreement may only be modified by a written documentation signed by both Parties.

9.0 Limitation of Liability

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY FIVE PERCENT (25%) OF THE FEES AND CHARGES PAID TO CONTRACTOR DURING THE PRECEEDING TWELVE MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

10.0 Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

Notices of Bloomington:

City of Bloomington
Attn: Scout Sprouls
109 East Olive Street
Bloomington, IL 61701

Notice to ASC:

ACS Government Systems, Inc.
Attn: W. Brett Chevront
1733 Harrodsburg Road
Lexington, KY 40504-3617

And

ACS Government Systems, Inc.
1800 M St., NW
Washington DC 20036
Attn: GS Contracts

11.0 Integration

This Agreement, the attached exhibits, and any Software License Agreement executed by and between the Parties with respect to the subject matter described herein, constitute the entire agreement between the Parties. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF BLOOMINGTON

ASC GOVERNMENT SYSTEMS, INC.

By: Stephen F. Stockton

By: _____

Date: June 15, 2011

Date: _____

EXHIBIT A

STATEMENT OF WORK

As more specifically set forth herein, ACS will provide Remote Database Administration Services for the Client. The services and/or support will be provided for the ACS system(s), as specified below under Remote DBA Deliverables.

ACS will, on a shared resource basis, provide up to 120 service hours, over the twelve-month period. Use of service hours in excess of 10 hours per month may result in all service hours being expended prior to the end date of May 31, 2012.

ACS will use the hours enumerated in this Scope of Work to provide any or all of the following services to the Client. An ACS Project Manager will be responsible for coordinating the resources and schedules for the mutually agreed upon services.

Remote DBA Deliverables

ACS will speak with representatives of the Client to review and document the existing computing environment and discuss the goals and direction of Client. ACS will periodically connect into the Client computer system to review and monitor the Oracle environment and operating characteristics of the ACS System(s), and propose needed changes, upgrades, and

tuning adjustments as necessary. ACS staff will coordinate with data processing and administrative staff to assist in or implement the needed changes. The Client Information Systems Manager and ACS consultant will mutually agree upon the monthly hours expended to monitor and support the system.

ACS agrees to perform the following support activities, as requested and agreed to by Client:

- ACS will assist in developing the policies regarding the administration of the ACS System(s) and work towards devising a mutually agreeable plan for performing database maintenance that will minimize impact to the Client's production computer environment.
- Perform periodic ACS System and Oracle upgrades delivered by ACS for the following ACS systems: H/R and Finance. Upgrades must be scheduled in coordination with Information Systems staff and are typically performed in a test environment, then placed into the production environment after end users approve changes.
- Install minor software corrections and fixes for the previously named ACS systems when received from ACS.
- After hours work should be scheduled at least two weeks in advance. ACS realizes that certain emergency situations may arise that will dictate off hours work be performed immediately, but work efforts such as upgrades or maintenance that need to be performed should be scheduled in advance. Services provided after hours will be charged at a double-time rate, i.e., each hour of service will be charged at a rate equivalent to two service hours.
- Periodically, dial-in to monitor database activities, tune the database, and work with the system and network manager(s) to improve overall performance.
- Develop and implement security and backup/recovery plans.
- Create new accounts, grant, and revoke database privileges.
- Identify and resolve data and application-oriented problems. Help system and network managers identify problems in their areas.
- Propose changes, upgrades, or tuning adjustments as necessary. Coordinate with the Information Systems staff to assist in or implement recommended changes, including on-site visits as necessary.
- If requested, ACS will send personnel on-site to perform any of the previously mentioned tasks. The client will be charged for all travel and living expenses related to such on-site assistance. Additionally, preparation, actual travel time, and follow-up time required for such on-site assistance will be charged against the available hours covered by this Scope of Services.

EXHIBIT B

PAYMENT PROVISIONS

Fees

ACS will invoice Client on a fixed fee basis as follows: \$1,500 per month for a total contract amount of \$18,000.00.

Key Assumptions Concerning the Fees

- The fees assume RDBA support on a shared basis.
- ACS will provide up to 120 hours of Remote Database Administration support services during the TWELVE month period.
- Services rendered above and beyond the 120 hours during the twelve-month service period covered by this Scope of Work will be charged \$150.00 per hour
- The Client will be billed TWELVE monthly installments of \$1,500.00.
- Invoices are payable by Client within 30 days of the invoice date.
- Reimbursable expenses are not included in the fees outlined herein, and will be additional and shall be invoiced monthly, as such expenses are rendered.
- Time is charged for all activities related to the provision of Remote Database Administration services for the Client, including preparation time, actual travel time, identification of follow-up tasks via a formal trip report, telephone consultation, and management follow-up. In addition, the Client will reimburse ACS for travel and living expenses incurred by ACS personnel in the performance of the services covered by this Agreement.

Key Assumptions

Client hereby agrees to permit ACS' authorized personnel (and third party consultants) access, on a "need to know" basis, to the systems for which ACS has operational responsibility under this Agreement, and information, data, data communication services, and communication lines, at such times and for such purposes as reasonably necessary or appropriate to permit ACS to perform its obligations hereunder.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the support agreement with ACS Government Solutions in the amount of \$18,000 to provide remote database administration (DBA) for the City's Banner Financial/HR/Payroll system be renewed for a period of one (1) year, beginning June 1, 2011, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement for Regional Planning Services

RECOMMENDATION: That the Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$24,244 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: The MCRPC has been providing long term planning for the City, Town of Normal, and McLean County for many years. Their functions include such things as long range transportation needs, comprehensive plans, public mapping services, etc. The three (3) government entities as well as state and federal grants provide the operational funding for the MCRPC.

Over the past several years the City's contribution to MCRPC has varied widely. In fiscal years 2009 and 2010 payment was not required. The Commission used some of their reserves to assist the City, Town, and County in these tough times. This year the City's contribution has been set at \$24,244.

Fiscal Year	City Contribution
2007	\$36,253
2008	\$43,491
2009	\$0
2010	\$0
2011	\$23,023
2012	\$24,244

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The Planning Division of the Planning and Code Enforcement Department budgeted \$35,000 in account #15420-74025 for payment of this services agreement.

Respectfully submitted for Council consideration.

Prepared by: Financial review by: Reviewed as to legal sufficiency

Mark R. Huber
Director of PACE

Timothy Ervin
Director of Finance

Rosalee Dodson
Asst. Corporation Counsel

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2011, by and between (the McLean

County Regional Planning Commission (hereinafter referred to as the “Commission”) and the City of Bloomington (hereinafter referred to as the “City”).

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2012.

B. Long Range Planning Services

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

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Coordinate the development and management of the regional geographic information system (GIS) as per separate intergovernmental agreement.
4. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
5. Provide assistance in the preparation of applications for Federal or State funding as needed.
6. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
7. Provide technical assistance as needed and requested in matters of long range planning and development.

C. Staff

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

D. Financing

The City of Bloomington will remit to the Commission the sum of TWENTY -FOUR THOUSAND TWO HUNDRED AND FORTY FOUR DOLLARS (\$24,244.00) for deposit in the accounts of the Commission upon the City's receipt of an invoice for said amount.

Stephen F. Stockton
Mayor

Tracey Covert
City Clerk

June 14, 2011

Chairman
McLean County Regional
Planning Commission

Paul Russel
Executive Director
McLean County Regional
Planning Commission

Date

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$24,244 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, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Services Contracts for the Bloomington Center for Performing Arts

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

BACKGROUND: Staff respectfully requests approval of contract to engage persons and/or groups represented by: Music City Artists and Super Artists, Inc. to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Contract expenses for the contracts will be \$27,500. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often, however virtually all artists are provided with meals and non-alcoholic beverages.

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

FINANCIAL IMPACT: Funding for these contracts will come from account X21100-70220 of the BCPA's FY 2011-2012 Budget, to be offset by future revenues from ticket sales, grants, playbills, concessions, advertising, and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals, and lodging.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

John R. Kennedy, Director
Parks, Recreation, & Cultural Arts

J. Todd Greenburg
Corporation Counsel

Reviewed by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

(CONTRACTS ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Stearns that the contracts 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, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Approval of Contract for Gaelic Park Construction

RECOMMENDATION: That the contract for the construction of Gaelic Park be awarded to Stark Excavating, Inc., in the amount of \$933,752.50, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Since 1999, when the Gaelic Place Subdivision was annexed into the City, Gaelic Park, an 11.5 acre park, has been in planning stages. Per City Code, approximately 1.75 acres of land was donated by the developer and the City purchased an additional 3.1 acres for a future City park. In 2004, an additional subdivision, Gaelic Place West was annexed and the developer donated 2.8 acres and the City purchased an additional 4 acres to create a neighborhood park.

On March 12, 2007, City Council approved applying for a \$400,000 Open Space Land Acquisition and Development (OSLAD) Grant from the Illinois Department of Natural Resources (IDNR). The City was subsequently awarded this reimbursable grant with an original expiration date of December 31, 2010. The City later successfully applied for a two-year extension creating a new expiration date of December 31, 2012

On January 25, 2010, City Council approved hiring the park planning firm, Planning Resources, Inc. (PRI) to finalize the design plans, construction documents and bidding documents for the completion of Gaelic Park. As a result of many public meetings, the plans have been finalized.

On May 17, 2011 at 11:00 a.m., bids were publicly opened and read for the construction of Gaelic Park. Seven (7) firms obtained bid documents and two (2) bids were received.

On Monday, May 23, 2011, Council authorized staff to negotiate with Stark Excavating, the lowest responsible bidder, on value engineering to bring the contract amount under the approved \$1,000,000 budget. Stark's original bid was \$1,065,627.50 and is now \$933,752.50, which leaves \$66,247.50 or seven percent (7%) as contingency funding.

The changes negotiated by staff during value engineering with Stark Excavating will not have a negative impact on the project's design intent, aesthetics, performance, or result in any long term maintenance issues. The value engineering items will also have no effect on the OSLAD Grant for the project. Changes include substituting concrete for asphalt in the parking lot, sidewalk, trail and basketball court; and by staff installing the playground apparatus and performing landscaping.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was placed in The Pantagraph on April 27, 2011 and two (2) bids were received on May 17, 2011. The City Purchasing Agent, IDNR and Gaelic Park neighbors.

FINANCIAL IMPACT: \$1,000,000 is available in the FY 2012 Budget, account X40100-70520. After the project reaches substantial completion, the \$400,000 grant will be received bringing the net budgeted cost of the project to \$533,752.50.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

John R. Kennedy, Director
Parks, Recreation, & Cultural Arts

Timothy L. Ervin
Director of Finance

Barbara J. Adkins
Deputy City Manager

Recommended by:

David A. Hales
City Manager

Ron Schultz, 1208 E. Oakland Ave., addressed the Council. He questioned the Council's priorities. He believed that the City's infrastructure needs should be the priority. He questioned constructing a park at this time.

Mayor Stockton noted recent past Council discussions regarding this issue. The Council voted to include this park in the budget. The item was put out for bid and value engineered to reduce costs.

David Hales, City Manager, noted that a majority vote was needed for approval. A number of changes had been made to keep this project within budget. He recommended Council approval of same.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the contract for the construction of Gaelic Park be awarded to Stark Excavating, Inc., in the amount of \$933,752.50, 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, Fazzini and Fruin.

Nays: Aldermen Purcell, Anderson and Sage.

Motion carried.

The following was presented:

SUBJECT: Application of East Island, Inc., d/b/a Lucky Garden, located at 706 S. Eldorado Rd. for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION: Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that an RAS liquor license for East Land, Inc.,

d/b/a Lucky Garden, located at 706 S. Eldorado Rd. be created, contingent upon compliance with all applicable health and safety codes.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of East Island, Inc., d/b/a Lucky Garden, located at 706 S. Eldorado Rd., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Richard Buchanan, Marabeth Clapp, Steve Petersen and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel and Tracey Covert, City Clerk, and Guang Yao Chen, owner/operator and Applicant representative.

Commissioner Stockton opened the liquor hearing and requested that the Applicant explain this request. Guang Yao Chen, owner/operator and Applicant representative, addressed the Commission. He had purchased the business. He noted that liquor sales equaled ten to fifteen percent (10 - 15%) of total sales. Commissioner Stockton questioned if Mr. Chen had liquor service experience. Mr. Chen informed the Commission that he had six (6) years of experience in the restaurant industry. He planned to check identification for anyone who appeared to be under thirty (30) years of age.

Commissioner Stockton questioned if there had been any violations. Mr. Chen responded negatively.

Commissioner Buchanan questioned Mr. Chen's restaurant experience. Mr. Chen informed the Commission that he had been employed as a waiter in a Japanese restaurant.

Commissioner Petersen questioned the entity (applicant). Mr. Chen stated that he had applied as a corporation. Commissioner Petersen questioned the existing business. Mr. Chen noted that currently Inchiban Chinese & Japanese Restaurant, Inc., d/b/a Lucky Garden Restaurant held an RAS liquor license.

Commissioner Petersen questioned if there would be entertainment. Mr. Chen addressed the banquet room.

Commissioner Clapp questioned the number of tables. Mr. Chen stated that there were twenty-five (25) tables and a bar area. Commissioner Clapp questioned occupancy. Mr. Chen believed the number would be 184. Commissioner Clapp questioned the party/banquet room occupancy. Mr. Chen replied fifty (50). Commissioner Clapp questioned the number of servers. Mr. Chen stated that there would be three (3) servers and three (3) chefs.

Commissioner Stockton questioned the floor plan. He noted that the party/banquet room was located behind the main bar. Mr. Chen provided an explanation of the floor plan. Bar #1 was for sushi and bar #2 was for liquor service.

Commissioner Petersen questioned if there would be any outdoor seating. Mr. Chen responded negatively.

Commissioner Tompkins questioned Mr. Chen's residency and status. Mr. Chen informed the Commission that he had resided in the community for the past two (2) months. He also was a green card holder.

Commissioner Tompkins noted the total net worth listed on the financial documents. He questioned if there were other investors. He also questioned the number and the age of the servers. Mr. Chen restated that the servers would be over twenty-one (21) years of age.

Commissioner Stockton opened the hearing to public comment. No one came forward to address the Commission.

Commissioner Petersen questioned the percentage of sales from alcohol. Mr. Chen restated ten to fifteen percent (10 - 15%).

Commissioner Tompkins questioned if Mr. Chen was familiar with the state liquor laws and the City's Alcoholic Beverage code. Mr. Chen responded affirmatively.

Commissioner Petersen questioned staff training. He cited various programs which were available, BASSETT, (Beverage Alcohol Sellers & Servers Education & Training), and STEPS, (Safety Training to Encourage Profitable Services). Commissioner Stockton encouraged liquor service training. Information regarding STEPS training could be obtained through the City Clerk's Office.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately four (4) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the May 10, 2011 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. This application was for a change of ownership. Annual fee for an RAS liquor license is \$2,210.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Motion by Alderman Schmidt, seconded by Alderman Stearns that an RAS liquor license for East Island, Inc., d/b/a Lucky Garden, located at 706 S. Eldorado Rd. be created, contingent upon compliance with all applicable health and safety codes.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Kobe Hibachi Steakhouse, Inc., d/b/a Kobe Hibachi Steakhouse & Sushi, located at 401 N. Veterans Pkwy., Suite 7 & 8, for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION: Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that an RAS liquor license for Kobe Hibachi Steakhouse, Inc., d/b/a Kobe Hibachi Steakhouse & Sushi, located at 401 N. Veterans Pkwy., Suite 7 & 8, be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that Mr. Chen provide contact information for himself and Mr. Martin, (local address and telephone number), and any other information that the Commission believes is needed prior to the Council's June 13, 2011 meeting.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of Kobe Hibachi Steakhouse, Inc., d/b/a Kobe Hibachi Steakhouse & Sushi, located at 401 N. Veterans Pkwy., Suite 7 & 8, requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Richard Buchanan, Marabeth Clapp, Steve Petersen and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel and Tracey Covert, City Clerk, and Qin Chen, owner/operator and Applicant representative.

Commissioner Stockton opened the liquor hearing and requested that the Applicant explain this request. He noted that this application involved a change of ownership. Qin Chen, owner/operator and Applicant representative, addressed the Commission. He added that the other investor resided in New York. Commissioner Stockton stated that this individual would not be an active partner. He questioned Mr. Chen's restaurant and liquor sales experience. Mr. Chen came to the United States as a student. He had been employed as a server and management assistant in the states of Rhode Island and Florida. Commissioner Stockton noted that Mr. Chen had been employed as a management assistant. He had been employed as a server in Rhode Island and as a chef in Florida. He questioned if there had been any issues with liquor sales. Mr. Chen responded negatively. His liquor experience was limited to his employment as a management assistant and server. When employed as a chef, he had no liquor sales' responsibilities. There had not been a violation. Identification was checked.

Commissioner Tompkins questioned Mr. Chen's local address. He noted that the Emergency Contact sheet did not list a local address. Mr. Chen had rented an apartment near the restaurant, (20 Revolutionary Square, Units 4 & 8). He had rented the apartment in January 2011. Due to the proximity, he generally walked to work. He still had a Florida driver's license. He planned

to move his wife and child to the community after the baby was born. He had never held a liquor license. His wife had been employed as a bartender.

Commissioner Stockton questioned if Kobe was a chain restaurant, i.e. a franchise store. Mr. Chen responded negatively. Kobe was independently owned and operated. Commissioner Stockton questioned any planned changes. Mr. Chen noted initially there were no planned changes. His first goal was to improve server skills. He cited comments found on the Internet.

Commissioner Petersen described this restaurant as a large venture. He questioned financing. Mr. Chen responded affirmatively.

Commissioner Buchanan expressed his interest in obtaining an understanding of this application. He questioned if Mr. Chen would function in the role of an on site manager. Mr. Chen responded affirmatively. He informed the Commission that he was currently working at the restaurant now. He restated that his wife and child were still in Florida.

Commissioner Buchanan questioned the length of the exploratory stage. Mr. Chen noted that the process began at the end of March 2011.

Commissioner Buchanan questioned the work tasks performed by Mr. Chen. Mr. Chen responded he would act as manager and chef. Commissioner Buchanan questioned what roles Mr. Chen would fill if the liquor license were created. Mr. Chen noted the following roles: 1.) manager; 2.) chef; and 3.) server. Commissioner Buchanan questioned hours worked per week. Mr. Chen noted that he worked full time. He planned to hire a restaurant manager. He could not operate the business under the current ownership. Mr. Chen restated that he would act as chef. Staff would be expected to fulfill multiple roles.

Commissioner Petersen expressed his interest in Mr. Chen's partner.

Commissioner Buchanan expressed his concerns regarding this application. He specifically cited financial resources and defined partners. Mr. Chen restated that the silent partner resided in New York. Commissioner Stockton noted that this individual was a financial investor. The Commission had expressed an interest in additional information about this individual.

Commissioner Tompkins expressed his concern regarding this application. He questioned supervision of alcohol sales. Mr. Chen informed the Commission that he had hired an individual who had relocated to the community from Florida.

Commissioner Clapp questioned laying this item over until the Commission's June 14, 2011 meeting. Mr. Chen noted that the current owner was eager to sell the business. There was an agreed upon lease. He expressed his concern regarding increased costs.

Commissioner Buchanan questioned if Mr. Chen had legal counsel. Mr. Chen responded affirmatively. However, the individual resided in New York. Commissioner Buchanan believed that Mr. Chen would benefit from same. Commissioner Buchanan added his interest in additional background information regarding the Applicant's business intentions.

Commissioner Stockton noted that there was not a motion on the floor. He recommended that the Commission give the Applicant time to obtain information. Commissioner Clapp questioned what information specifically was needed.

Commissioner Tompkins addressed restaurant management and alcohol service. Commissioner Clapp noted that the restaurant staff would act as jacks of all trades in order to manage costs. Mr. Chen restated that he would work the front of house and be present during business hours.

Commissioner Buchanan noted that Mr. Chen had referenced a gentleman from Florida who would be hired to manage the restaurant full time. Mr. Chen noted that Ryan Martin had been hired and was currently working at the restaurant. He added that two (2) apartments had been rented one for himself and one for the restaurant's employees.

Commissioner Stockton questioned what documentation was needed. Mr. Chen had provided a local address and telephone number. He noted that a lease assignment had been filed with the Application. He directed the City Clerk to pull the existing lease from Kobe's file as Mr. Chen would be assuming the existing lease.

Commissioner Clapp noted that Mr. Chen was waiting for a liquor license in order to start a new business.

Commissioner Buchanan questioned the corporate officers. Mr. Chen was the president. He had rented an apartment in the City but his wife and child were still in Florida.

Commissioner Stockton recommended that the Commission move forward with the provision that all documentation be presented.

George Boyle, Asst. Corporation Counsel, noted that City ordinance had a residency requirement, (Section 4. Disqualification for License (b) A person not a resident of McLean County). Commissioner Stockton stated that the Commission could require that Mr. Chen provide a local address. Mr. Boyle added that the individual who resided here in the community must be also be the responsible person. Commissioner Stockton noted that Mr. Chen's residence was local. Mr. Martin had recently moved to the community and was employed at the restaurant.

Commissioner Petersen questioned Mr. Chen's working knowledge of City ordinance and state laws regarding liquor. He addressed the STEPS, (Safety Training to Encourage Profitable Services), program.

Commissioner Stockton opened the hearing to public comment. No one came forward to address the Commission.

Motion by Commissioner Buchanan, seconded by Commissioner Clapp that the application of Kobe Hibachi Steakhouse, Inc., d/b/a Kobe Hibachi Steakhouse & Sushi located at 401 N. Veterans Pkwy., Suite 7 & 8, requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved with the following condition: 1.) that Mr. Chen provide contact information for himself and Mr.

Martin, (local address and telephone number), and any other information that the Commission believes is needed prior to the Council's June 13, 2011 meeting.

Ayes: Commissioner Stockton, Buchanan, Clapp, and Petersen.

Nay: Commissioner Tompkins.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately twenty-one (21) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the May 10, 2011 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. This application was for a change of ownership. Annual fee for an RAS liquor license is \$2,210.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Motion by Alderman Schmidt, seconded by Alderman Sage that an RAS liquor license for Kobe Hibachi Steakhouse, Inc., d/b/a Kobe Hibachi Steakhouse & Sushi, located at 401 N. Veterans Pkwy., Suite 7 & 8, be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that Mr. Chen provide contact information for himself and Mr. Martin, (local address and telephone number), and any other information that the Commission believes is needed prior to the Council's June 13, 2011 meeting.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Tailwind BMI, LLC, d/b/a Tailwind Deli News & Gifts, located at 3201 CIRA Dr., for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION: Based upon the report from the Liquor Hearing, the Liquor Commission recommends to the City Council that an RAS liquor license for Tailwind BMI, LLC, d/b/a Tailwind Deli News & Gifts, located at 3201 CIRA Dr., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that the BNAA approve a new lease agreement with the Applicant.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of Tailwind BMI, LLC d/b/a Tailwind Deli News & Gifts, located at 3201 CIRA Dr., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Steve Stockton, Richard Buchanan, Marabeth Clapp, Steve Petersen and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel and Tracey Covert, City Clerk, Jess Backhaus, Tailwind BMI, LLC 's Operations Manager and Applicant representative, and Richard Marvel, Applicant's attorney.

Commissioner Stockton opened the liquor hearing and requested that the Applicant explain this request. He noted that this would be the third hearing for a liquor license by this Applicant. Richard Marvel, Applicant's attorney, addressed the Commission. He informed the Commission that Tailwind BMI, LLC planned to purchase the Hangar restaurant. He requested that the Commission consider its February 8, 2011 minutes. He offered to answer the Commission's questions. He added that Jess Backhaus, Tailwind's Operations Manager; Bill Mueller, attorney for Hubbard and Davis, Inc. d/b/a the Hangar; and Carl Olson, Bloomington-Normal Airport Authority's (BNAA) Executive Director, were present at the hearing.

Commissioner Stockton noted that there was consensus by the Commission to include the Commission's February 8, 2011 minutes.

Mr. Marvel noted that Tailwind planned to purchase the Hangar. This action addressed the concern raised by the Council that one (1) liquor license be granted for both the air and land sides of the airport. The premises would remain the same. The Hangar had been held by a corporation, Hubbard and Davis, Inc. Tailwind would purchase the company's assets. Tailwind would be granted the right to provide concessions at the airport.

Commissioner Stockton noted that the Hangar's lease would have expired in a year. He noted that a new license would be required. He questioned if business names had been established.

Jess Backhaus, Tailwind's Operations Manager, addressed the Council. The former Hangar area would be remodeled. Tailwind has a business model. The bar/bistro on the air side was a new concept.

Commissioner Buchanan questioned the impact upon Tailwind's existing facility. Mr. Backhaus noted that the area formerly know as the Hangar would offer a different concept. There would be separate menus.

Commissioner Stockton questioned business hours. Mr. Backhaus noted that the business hours would be the same for the air and land sides. Facilities would be open at 5:00 a.m. for coffee and breakfast.

Commissioner Stockton noted that there would only be a single liquor license at the airport. He noted the existing premise (air side) and the area currently know as the Hangar (land side). Mr. Backhaus responded affirmatively. There would not be liquor sales in the gift shop. The airport vendor name would be Tailwind Deli News & Gifts.

Commissioner Petersen question if there would any conditions placed upon the Hangar license. Tracey Covert, City Clerk, responded negatively.

Bill Mueller, 202 N. Center St., attorney for Hubbard and Davis, Inc., d/b/a the Hangar, addressed the Commission. He offered to answer the Commission's questions. This would be an asset sale. The sale was contingent upon Tailwind being granted a liquor license. The existing lease would be canceled. There was not an assignment. Tailwind would lease both premises under a new lease agreement. Tailwind was purchasing the fixtures, furniture and equipment.

Commissioner Stockton questioned if Mr. Mueller's client was in favor of the proposed sale. Mr. Mueller informed the Commission that Tailwind had filed a case/appeal with the state's Liquor Control Commission. If approved by the Council, this case would be withdrawn.

Commissioner Tompkins questioned if Mr. Mueller's client supported the granting of this liquor license. Mr. Mueller responded affirmatively.

Carl Olson, BNAA Executive Director, addressed the Commission. He offered to answer the Commission's questions. He informed the Commission that there were a number of items to be addressed by the BNAA at its May 17, 2011 meeting. He cited the following: 1.) assign operating rights to Tailwind BMI, LLC and release Hubbard and Davis, Inc.; 2.) request for lease amendment by Tailwind BMI, LLC for a prescreening, (land side) restaurant and bar; and 3.) design standards, finishes and remodel of the space currently know as the Hangar. He added his belief that Tailwind would be successful with a liquor license on both the land and air sides at the airport. Upon the BNAA's approval of these items, the sale would be completed between the parties.

Mr. Olson informed the Commission that the BNAA's approval of these items was contingent upon Tailwind's ability to obtain a liquor license. He offered to provide documentation of the BNAA's vote. He acknowledged upon that upon an affirmative vote Tailwind's lease would be amended.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, approximately ten (10) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the May 10, 2011 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. This application involved the purchase of assets from an existing license holder. Annual fee for an RAS liquor license is \$2,210.

Respectfully,

Reviewed and concur:

Stephen F. Stockton
Chairman of Liquor Commission

Randall D. McKinley
Police Chief

Alderman Fruin questioned restoring the City's relationship with the Bloomington Normal Airport Authority, (BNAA).

Alderman Schmidt requested clarification regarding this item. She noted that this was one (1) address which would have one (1) liquor license. Mayor Stockton compared the airport terminal to a shopping center. There were a variety of leased spaces. Alderman Schmidt restated her belief that there was a City policy which stated one (1) address meant only one (1) liquor license.

Alderman Sage had a similar question. Beyond street address, there were suites. The terminal building was controlled by the BNAA. Mayor Stockton noted that there were individual leases which were similar to a shopping mall. He was unsure if the City had a policy.

Motion by Alderman Schmidt, seconded by Alderman Stearns that an RAS liquor license for Tailwind BMI, LLC, d/b/a Tailwind Deli News & Gifts, located at 3201 CIRA Dr., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) that the BNAA approve a new lease agreement with the Applicant.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Section 92 of Chapter 17 – Emergency Medical Services

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

BACKGROUND: Staff requested an opinion from the City’s billing agency to determine if the present fee structure was in line with what is reasonably charged and would be acknowledged by insurance carriers as appropriate for the area. The result was a proposal to modify the fee structure to allow for a charge for oxygen administration which would result in a net increase in transport revenue. The Town of Normal has already changed its fees to allow a fee for oxygen administration. The Town and the City use the same billing company.

Staff respectfully requests that an Ordinance be adopted to amend the fees for ambulance services provided by the Fire Department. This modification would generate additional revenue and would be consistent with the Town.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Accumed Billing Co., and the Town of Normal.

FINANCIAL IMPACT: An estimated net increase of \$36,848.25 in revenue (based on the average of the past three (3) years of medical oxygen usage) into the General Fund. The new fee will be reported to the billing agency upon passage.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Michael Kimmerling
Fire Chief

Timothy Ervin
Director of Finance

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NUMBER 2011 - 28

**AN ORDINANCE AMENDING SECTION 92 OF CHAPTER 17 REGARDING FEES
FOR EMERGENCY MEDICAL TRANSPORTATION SERVICES AND
ESTABLISHING FEES FOR INTERMEDIATE LIFE SUPPORT AND ADVANCED
LIFE SUPPORT SERVICES**

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

Section One: That subsection (b) of Section 92 of Chapter 17 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

Chapter 17: Section 92: Emergency Medical Services.

(b) Fee for Emergency Medical Services and Transportation by the City of Bloomington. There are hereby established fees for emergency medical services, related transportation services and other emergency services provided by the City of Bloomington as follows:

A.	Basic Life Support Services (BLS)	\$500.00
B.	Advanced Life Support 1 (ALS1)	\$600.00
C.	Advanced Life Support 2 (ALS 2)	\$673.00
D.	Mileage	\$12.00/Mile
E.	Medical Treatment with No Transport	\$150.00
F.	Oxygen	\$15.45

The charges for the foregoing services shall be adjusted on January 1 of every year by multiplying the then current fee by 1.03 and the product shall be the new fee for such service.

Section Two: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Three: That the City Clerk be, and she is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section Four: This Ordinance shall go into full effect 10 days after the date of its publication.

Section Five: That this ordinance is adopted pursuant to the home rule authority of the City of Bloomington conferred by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 13th day of June, 2011.

APPROVED this 14th day of June, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Alderman Fruin supported the City's practices/policies being consistent with the Town of Normal. He questioned if commercial payers would pay rates set by government. He added his concern regarding automatic increases.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Text Amendment be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 18, Block 5 of Camp Kickapoo from Joan Brown, as Trustee of the Joan Brown 2002 Declaration of Trust to Melvin E. and Joan Brown

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 18, Block 5 of Camp Kickapoo from Joan Brown, as Trustee of the Joan Brown 2002 Declaration of Trust to Melvin E. and Joan Brown. This petition transfers all interest from the Trust into the Browns' individual names as joint tenants. Previous transfers into the Trust were completed in September 2010 when the septic system inspection took place. This petition is in order and staff respectfully recommends that this transfer be approved.

The sewage disposal system inspection was completed in September 2010 and one (1) material deficiency, a broken tile, was noted and repaired. The system is a subsurface discharging system. The effluent from the system does not discharge directly into the Lake Bloomington reservoir. It poses little threat to the water quality in the reservoir. The septic tank is slightly undersized and will be allowed to remain until such time as the system needs repair or replacement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The term of this lease is until December 31, 2131. This petition will have a neutral financial impact in that the lease is at the current formula of \$0.40 per \$100 of Equalized Assessed Value. The current lease rate is \$328. A closing has not been scheduled. This lake lease income will be posted to Lake Lease revenue account 5010-50100-50110-57590.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed as to legal sufficiency:

Craig M. Cummings
Director of Water

Timothy Ervin
Director of Finance

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition submitted by Irving S. Tick Trust, requesting the Rezoning of land from R - 3A, Multiple-Family Residence District to S - 2, Public Lands, and Institutions District for the property located at 104 S. State Street

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

BACKGROUND: The Planning Commission held a public hearing on this petition on May 11, 2011. No one from the public spoke in favor or against the request and the Commission voted 5-0 in favor of recommending approval.

The site is improved with a building that has had various businesses over the years but is currently vacant. The petitioner desires to sell the property to the school district who will demolish the building and improve the site with a parking lot and green space. Generally zoning changes should be in accordance with the Comprehensive Plan however the school’s use of the site may actually be less intrusive into the residential neighborhood compared with other types of uses allowed under a neighborhood commercial zone as recommended in the plan. Additionally, the proposed parking lot will relieve much of the congested parking that occurs on the street.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph. In accordance with City Code, 147 courtesy copies of the notice were mailed. In addition a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: There is no financial impact with the request.

Respectfully submitted for Council consideration.

Prepared by:	Reviewed by:	Reviewed by:	Recommended by:
Mark Woolard City Planner	Mark R. Huber Director of PACE	Barbara J. Adkins Deputy City Manager	David A. Hales City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
 County of McLean)

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

Now comes the IRVING S. TICK TRUST, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference;
2. That said premises legally described in Exhibit A, presently has a zoning classification of R-3A Multiple-Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner hereby requests that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises to S-2 Public Lands and Institutions District zoning classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R-3A Multiple-Family Residence District to S-2 Public Lands and Institutions District.

Respectfully submitted,

IRVING S. TICK TRUST

By: Frank Miles, its Attorney

ORDINANCE NO. 2011 - 29

**AN ORDINANCE REZONING 104 S. STATE STREET, BLOOMINGTON, ILLINOIS
FROM R-3A MULTIPLE-FAMILY RESIDENCE DISTRICT TO S-2 PUBLIC LANDS
AND INSTITUTIONS DISTRICT**

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

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

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

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

1. That the premises hereinafter described in Exhibit A shall be and the same are hereby rezoned from R-3A Multiple-Family Residence District to S-2 Public Lands and Institutions District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13th day of June, 2011.

APPROVED this 14th day of June, 2011.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description of the Premises

The North 50 feet of the South 224 feet of Lot 21 in J.E. McClun's Addition to the City of Bloomington, McLean County, Illinois;

Permanent Index No.: 21-03-330-003;

Commonly known as: 104 S. State Street, Bloomington, Illinois.

Motion by Alderman Schmidt, seconded by Alderman Stearns that the Rezoning be approved and the Ordinance passed.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of May 23, 2011 and Special Meeting of May 9, 2011

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of May 23, 2011 and Special Meeting of May 9, 2011 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of May 23, 2011 and Special Meeting of May 9, 2011 have been reviewed and certified as correct and complete by the City Clerk.

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:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Alderman Stearns stated her intention to vote no on this item. She expressed her concerns regarding the Special Session Minutes. She had emailed the Mayor and City Manager with suggested changes and her concerns. She addressed the time limitation placed upon Mercer Turner, her attorney. She requested that the Special Session Minutes be amended.

Alderman McDade noted that everything could not be catalogued. She believed that there was a recording which would provide a full accounting of the meeting. She did not support amending these minutes.

Mayor Stockton believed that amending the minutes would set a dangerous precedent. Alderman Stearns could file a dispute which could be filed with the minutes.

Alderman Stearns noted that minutes were not verbatim transcripts. Mayor Stockton had told Mr. Turner to conclude his comments in five (5) minutes. She planned to review the You Tube video. Mayor Stockton had been up front with Mr. Turner and informed him that he would be given five (5) minutes to address the Council. Mr. Turner had spent a portion of his time addressing other matters.

David Hales, City Manager, recommended that Alderman Stearns present a motion to amend the Special Session Minutes.

Alderman Fruin reiterated his belief that all Council's members would edit and/or write the Council's minutes differently. The City Clerk did a tremendous job of capturing the Council's discussions. He did not want to set a precedent by critiquing same. Tracey Covert, City Clerk, was a professional municipal clerk. He did not see the value in editing same.

Alderman Anderson requested that the motion be clarified.

Alderman McDade noted that Todd Greenburg, Corporation Counsel, had also been restricted to five (5) minutes. The Council needed to know where to stop.

Motion by Alderman Stearns, seconded by Alderman Purcell to amend the minutes of the Special Meeting of May 9, 2011 to reflect that Mr. Turner had been restricted to five (5) minutes and Mayor Stockton interrupted him.

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

Ayes: Aldermen Stearns, Purcell and Anderson.

Nays: Aldermen Mwilambwe, Schmidt, McDade, Fazzini, Sage and Fruin.

Motion failed.

Motion by Alderman Schmidt, seconded by Alderman McDade that the reading of the minutes of the previous Council Meeting of May 23, 2011 and Special Meeting of May 9, 2011 be dispensed with and the minutes approved as printed.

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

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

Nays: Aldermen Stearns, Purcell and Anderson.

Motion carried.

Alderman Purcell read the Council Proceedings. There were times when he had seen things differently. He did not believe that amending the Special Session Minutes would have been setting a precedent. This was the first time in six (6) years that he had voted no on the Proceedings.

The following was presented:

SUBJECT: Appointments/Reappointments to Various Boards and Commissions

RECOMMENDATION: That the appointments be approved.

BACKGROUND: The Ordinance to create the Property Maintenance Review Board was approved by Council on January 24, 2011. I ask that you concur with the following appointments to the Property Maintenance Review Board:

Valerie Dumser (Small Landlord), 809 W. Washington Street. Her four (4) year term would begin June 13, 2011.

Rebecca J. Hawkins-Valadez (Tenant), 719 W. Washington #B. Her four (4) year term would begin June 13, 2011.

Branden Ryan Freye (Tenant), 119 N. Center Street. His four (4) year term would begin June 13, 2011.

John F. Capodice (Large Landlord), 2827 Capodice Road. His four (4) year term would begin June 13, 2011.

Julie A. Morgan (Citizen At Large), 705 Ohara. Her four (4) year term would begin June 13, 2011.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Recommended by:

Stephen F. Stockton
Mayor

Alderman Fruin addressed staggered terms for the Board. Mayor Stockton noted that staggered terms were not included in the original ordinance. The appointment could be made retroactively to allow for staggered terms. Todd Greenburg, Corporation Counsel, addressed the Council. There was no property interest in the appointment so action on staggered terms would be possible. He added that a lottery could be used. Another option was to delay the appointments, amend the ordinance, and then make the appointments.

Mayor Stockton noted that the Council had passed the ordinance. The City has had difficulty filling this Board. There were still vacancies on it. He requested the Council's assistance to locate individuals who were interested in serving.

Alderman Sage echoed Alderman Fruin's statement. Staggered terms allowed for coordinated and organized turn over. He added that the Council had chosen to change its election cycle which allowed for staggered terms.

Mayor Stockton requested that a text amendment be placed on the Council's June 27, 2011 meeting agenda. He restated his request for Council's assistance to fill this Board. There were six (6) vacancies remaining. He added his preference to move ahead.

Mayor Stockton restated that this Board was established without staggered terms. The Board would consist of seven (7) members and four (4) alternates.

Alderman Fazzini expressed his concern regarding the number of appointees from Ward 6. Mayor Stockton restated the need for other Council members to assist him in finding individuals to serve on this Board.

Alderman Fruin noted that the Board's appointees may not all be within Ward 6 if the ward boundaries were redrawn.

Alderman Schmidt informed the Council that the appointees were present at the meeting this evening.

Alderman Sage requested clarification by the Council's June 27, 2011 meeting regarding the term length. Mayor Stockton restated that there were still vacant positions. A text amendment would be draft by the Council's June 27, 2011 meeting. *(Upon review by City staff, Section 1000.3 Membership of Board 1. included the following language "and shall serve staggered and overlapping terms". The Board members with the assistance of City staff will make a determination upon how to implement same.)*

Motion by Alderman Fazzini, seconded by Alderman Fruin that the appointments be approved.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

Motion by Alderman Stearns, seconded by Alderman Fruin to suspend the rules to allow someone to speak.

Motion carried.

Each individual appointee present was given the opportunity to address the Council. They were asked to address the role played, experience, etc. The following individuals addressed the Council: Valerie Dumser (small landlord), Rebecca J. Hawkins-Valadez (tenant), Branden Ryan Freye (tenant), John F. Capodice (large landlord), and Julie A. Morgan (citizen at large).

Motion by Alderman Fruin, seconded by Alderman Schmidt to return to order.

Motion carried.

Alderman Purcell thanked those present for their willingness to volunteer.

The following was presented:

SUBJECT: Kickapoo Creek Restoration and Engineering Fee Agreement (Ward 8)

RECOMMENDATION: That the Kickapoo Creek Restoration and Engineering Fee Agreement between the City and Eastlake, LLC be approved in the total amount of \$554,162.05, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: This project consists of grading, creek restoration work, wetland construction, and other related site work at the future Kickapoo Park adjacent to the Grove Subdivision. This project is the final phase to restore Kickapoo Creek to a more natural configuration. The first and second phases were substantially completed in June 2009 and May 2011, respectively.

Funding for the first and second phases included Storm Water Management funds and grants from Illinois Environmental Protection Agency (IEPA) and Illinois Department of Natural Resources (IDNR). Since the IEPA grant recipient could only be a municipality, Phase I and II construction projects were City administered contracts. In addition, the IEPA grant stipulated that 9,400 linear feet of streambank restoration be completed during the entire restoration project.

Due to the large scope of work and City budget constraints, the restoration work was split into three (3) phases. In order to comply with the IEPA grant requirements, Phase III must be substantially complete by September 2011. Although the primary funding for Phase III is Storm Water funds, Eastlake LLC has obtained grants from the IDNR and the Natural Resources Conservation Service (NRCS) for part of the restoration work that must be privately funded.

Contrary to the IEPA grant, the recipient of these grants must be a private entity. Combining the public and private restoration work should yield lower bid prices due to economy of scale. The Construction Agreement was developed to facilitate this joint project. The Agreement allows Eastlake, LLC to administer the contract while the City maintains control through staff's review and written approval of all contract documents. The agreement also establishes the City's maximum financial obligation of \$500,000. Finally, the agreement provides a compromise between the City and Eastlake, LLC regarding past and future engineering fees in the amount of \$54,162.05 relative to the Grove on Kickapoo Creek and the location of a buried electric service line.

Staff recommends Council approve appropriating \$500,000 in Storm Water Management Funds (5510-55100-72550) and \$54,162.05 in Water Administration Funds (5010-50110-72540) for this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Grove on Kickapoo Creek LLC, Eastlake, LLC, IDNR, and IEPA.

FINANCIAL IMPACT: The City's FY 2012 Budget includes \$500,000 in Storm Water Management Funds (5510-55100-72550) for this project. The \$54,162.05 in Water Administration Funds (5010-50110-72540) was not included in the FY 2012 Budget, but sufficient funds are available to cover this expense.

Respectfully submitted for Council consideration.

Prepared by:	Financial review by:	Reviewed by:
Jim Karch, PE CFM Director of Public Works	Timothy Ervin Director of Finance	John Kennedy Director, Parks, Recreation & Cultural Arts
Reviewed by:	Reviewed as to legal sufficiency:	Recommended by:
Craig Cummings Director of Water	Todd Greenburg Corporate Counsel	David A. Hales City Manager

**KICKAPOO CREEK RESTORATION
AND ENGINEERING FEE AGREEMENT**

This Agreement is made this 13th day of June, 2011, between EASTLAKE, LLC, an Illinois Limited Liability, (hereinafter referred to as "EASTLAKE") and the City of Bloomington, a municipal corporation (hereinafter referred to as "CITY").

Whereas, EASTLAKE and CITY are parties to two separate annexation agreements (hereinafter referred to as the "Annexation Agreements"), one of which is the Annexation Agreement dated April 21, 2005, by and between CITY, EASTLAKE and Deneen Brothers Farms, LLC., Richard A. Searls, Jr., Thomas J. Searls, Richard A Searls, III, Stephen J. Searls, John D. Searls, and the second of which is the Annexation Agreement dated November 24, 2008, by and between the CITY and EASTLAKE and Community Unit School District No. Five, Mclean and Woodford Counties, Illinois; and

Whereas, the Annexation Agreements outline cost sharing for public improvements in the Grove on Kickapoo Creek Subdivision to the City of Bloomington and the additions thereto (hereinafter referred to as the "Development") and both the CITY and EASTLAKE are desirous of clarifying this cost sharing; and

Whereas, the Development includes a three phase Creek Restoration Project, which is funded in part by an Illinois Environmental Protection Agency 319 Grant accepted by CITY at the May 26, 2009 City Council Meeting; and

Whereas, Phase I and Phase II of the Creek Restoration Project are finished and an illustration of Phase III of the Creek Restoration Project is attached hereto as Exhibit A and incorporated herein; and

Whereas, both CITY and EASTLAKE are desirous of clarifying the cost sharing as it relates to Phase III of the Creek Restoration Project.

Now, therefore, the parties hereto agree as follows:

1. EASTLAKE shall pay any and all cost necessary for Corn Belt Electric to relocate an electric line that runs through a certain parcel of land that Eastlake has dedicated to CITY so that said line is installed along the perimeter of the dedicated parcel. Exhibit B attached hereto and incorporated herein illustrates the existing electric line to be relocated and the new location for the electric line along Ireland Grove Road and Black Oak Boulevard.

2. CITY shall pay EASTLAKE the sum of \$54,162.05 as a reimbursement for engineering fees that have been paid by EASTLAKE for the construction of a water main. CITY shall make this payment to EASTLAKE within thirty (30) days of the execution of this Agreement.

3. EASTLAKE has paid \$668,438.63 in adjacent substandard street fees for the Development in accordance with the Annexation Agreements. EASTLAKE’s total obligation for adjacent substandard street fees per the Annexation Agreements is \$755,138.75. Therefore, EASTLAKE has a total of \$86,700.12 of adjacent substandard street fee obligation remaining pursuant to the Annexation Agreements.

4. Phase III of the Creek Restoration Project shall be completed as follows:

A. EASTLAKE shall make the surveys, obtain all necessary easements, prepare plans and specifications, receive bids and award the construction contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.

B. EASTLAKE shall pay for all right-of-way, construction and engineering costs, subject to reimbursement by the CITY as hereinafter stipulated.

C. CITY will fund 100% of the Engineering Design and Public Construction costs up to a combined maximum amount of \$500,000. All cost above this maximum will be EASTLAKE’s responsibility. CITY and EASTLAKE agree that the estimated costs and cost proration for Phase III of the Creek Restoration Project are as follows:

	<u>CITY Responsibility:</u>		<u>EASTLAKE Responsibility:</u>	
	<u>Estimated Cost</u>	<u>Rate</u>	<u>Estimate Cost</u>	<u>Rate</u>
Right of Way and Easements:	\$0	0%	N/A	100%
Engineering – Design, Plans and Specifications	\$70,000	100%	\$0	0%
Engineering – Construction Inspection	\$10,000	100%	N/A	0%
Construction – Public	\$420,000	100%	N/A	0%

Construction – Private	\$0	0%	N/A	100%
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D. EASTLAKE shall provide to CITY for review and approval the plans, specifications, and construction cost estimates which clearly distinguish between Public and Private work. The public and private restoration areas are shown on the attached Exhibit A.

E. CITY shall provide written approval of that portion of the plans and specifications relative to the CITY obligations described herein, prior to EASTLAKE's advertising for the proposed improvement. Said plans and specifications shall be acceptable to CITY prior to providing the written approval.

F. CITY agrees that upon receipt of an invoice for the Engineering Design of this improvement, CITY will pay to EASTLAKE 100% of its Engineering Design obligation incurred under this Agreement. The submitted invoice shall include sufficient documentation to justify the cost, including but not limited to, hours and rates of design professionals, receipt for reimbursables, and equipment hours and rates.

G. CITY further agrees that upon award of the Construction Contract for this improvement, CITY will pay to EASTLAKE in a lump sum an amount equal to 80% of CITY's obligation incurred under this Agreement and CITY will pay to EASTLAKE the remainder of the obligation in a lump sum upon satisfactory completion of the project.

H. EASTLAKE shall obtain CITY's written concurrence prior to awarding the Construction Contract to any and all Contractors.

I. EASTLAKE shall obtain CITY's written approval of all change orders relative to this improvement prior to authorizing said change orders.

J. EASTLAKE shall obtain CITY's written acceptance of the public improvements prior to making final payment to the Contractor(s).

K. EASTLAKE shall provide CITY with adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. EASTLAKE shall cooperate fully with an audit conducted by CITY Auditors and other State Auditors and to provide full access to all relevant materials. Failure to provide the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of CITY for the recovery of any funds paid by CITY under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

5. Except as set forth herein, EASTLAKE hereby releases CITY of and from any further responsibility to pay or reimburse EASTLAKE for engineering fees relating to the Annexation Agreements and the Development.

6. Except as set forth herein and any public improvement inspection fees required by the Bloomington City Code relating to the Development, CITY hereby releases EASTLAKE of and

from any further responsibility to pay or reimburse CITY for engineering fees relating to the Annexation Agreements and the Development.

7. Should either party be required to incur attorney's fees, costs, and/or other expenses, (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms hereof, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party.

8. This Settlement Agreement contains the complete understanding of the parties with respect to the matters contained herein and supersedes all other agreements, express or implied, oral or written with respect to these matters and any such agreements are merged with this Settlement Agreement.

City of Bloomington, a Municipal Corporation ("CITY")

Eastlake, LLC, an Illinois Limited Liability Company ("EASTLAKE")

By: Stephen F. Stockton, Mayor

By: William C. Doud, Member

Attest:

Attest:

Tracey Covert, City Clerk

R. Michael Hundman, Member

David Hales, City Manager, introduced this item. This project was designed to be completed in three (3) phases. Phases I and II were complete and/or near completion. The plan was to move forward with Phase III. The City would be the primary funder. He recognized City staff and Eastlake, LLC for their efforts on this agreement. This project was award winning. This agreement would resolve the cost sharing difference, (\$54,000). The parties had arrived at an agreement which would allow the project to proceed. This agreement spelled out each party's responsibilities. He recommended Council approval of same.

Alderman Purcell questioned future unknown costs. Mr. Hales restated that Phase III was the City's obligation and the figures were known. Costs were contained in the Annexation Agreement. He restated that Phase III was the City's obligation.

Alderman Anderson stated his concern regarding future annexation agreements and the costs associated with same. Mr. Hales addressed fiscal impact analysis. The plan was to develop open, transparent cost benefit analysis which would include the City, the developer and the taxpayer. He hoped this analysis would add clarity. The City would have better data to perform comprehensive financial analysis.

Motion by Alderman Fruin, seconded by Alderman Fazzini that the Kickapoo Creek Restoration and Engineering Fee Agreement between the City and Eastlake, LLC be

approved in the total amount of \$554,162.05, 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, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment of Project Scope of Maple Street Work to be Included in Lafayette/Maple Reconstruction Project (Ward 4)

RECOMMENDATION: That the Maple St. portion of the Lafayette/Maple Reconstruction Project be revised to include only asphalt overlay of the existing Maple St. pavement, from Lafayette to Lincoln, and to include asphalt overlay of Redwood Ave., from Maple to Morrissey.

BACKGROUND: Lafayette St., from Maple to Morrissey, and Maple St., from Lafayette to Beechwood, are currently configured as rural cross section streets, which have no curb and gutter, allowing storm water to flow off the edge of the asphalt pavement into open ditches adjacent to the roadway.

On September 25, 2006, Council approved a contract for Professional Services with Foth Infrastructure and Environmental Engineering, Inc. for the design of pavement reconstruction of those sections of Lafayette and Maple, including a two (2) lane curb and gutter facility with a middle bi-directional turn lane on Lafayette, and a two (2) lane curb and gutter facility (no turn lane) on Maple.

On August 27, 2007, Council approved Change Order No. 1 for Foth to provide a detailed drainage study and analysis of the capacity of the fifty-four inch (54") storm sewer on Beechwood, which was found to be adequate to handle storm flow in the area, resulting in an estimated construction cost savings of \$275,000.

On October 13, 2008, Council approved Change Order No. 2 for Foth to design the additional sewer mains recommended in the detailed drainage study. Foth then delivered preliminary plans to the City for final review. The project was put on hold at that time.

On October 25, 2010, Council approved Change Order No. 3 for Foth to prepare project documents for bid; update plans with current GIS and topographic data; add details to repair the channel carrying storm water flow from Maple Street to the Baker-Ash Detention Basin, and

include a new water main within the project limits. Plans are currently ninety-five percent (95%) complete. Easement acquisition for Lafayette St. is ongoing.

During discussions with homeowners along Maple St., staff learned that there was opposition to the proposed modifications to the drainage ditch, and also to the reconstruction of Maple St. that included a sidewalk along the west side of the street. Since development of a Storm Water Master Plan is proposed in the current budget, staff was instructed to remove ditch repair plans from the project.

Regarding the improvement to the Maple St. pavement, staff was instructed to poll the residents along Maple St. to better understand their preferences. An option was included to asphalt overlay the existing pavement because Maple has a rating of 4 (Fair) from Lafayette to Redwood and a rating of 2 (Very Poor) from Redwood to Lincoln. Redwood Ave. would also be included in the overlay option because it has a rating of 3 (Poor).

On May 19, 2011, a letter was sent out to the affected Maple St. residents asking them to respond with their preference of the following three options:

Option 1: Reconstruct Maple St., from Lafayette to Beechwood. This included new pavement, concrete curb and gutter, and sidewalk along the west side of the street.

Option 2: Resurface the existing Maple St. pavement with a new asphalt overlay, from the end of Lafayette St. improvement to Lincoln St., and also resurface Redwood Ave. from Maple to Morrissey.

Option 3: No action by the City.

Seven (7) of the nine (9) affected residents have responded to the poll request; results are as follows:

Option 1 – 2 votes
Option 2 – 5 votes
Option 3 – 0 votes

Staff recommends approving Option 2, since it has majority support of the neighborhood residents and provides needed pavement improvements for the next ten to fifteen (10-15) year maintenance cycles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Affected Maple Street residents were polled as to their preference for pavement work to be performed.

FINANCIAL IMPACT:

Option 1: Reconstruct Maple St. from Lafayette to Beechwood - \$500,000
Option 2: Asphalt overlay of Maple St. and Redwood Ave, including inlet and lid adjustments, milling, and shoulder shaping - \$112,000

Option 3: No action by the City - \$0

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Financial review by:

Jim Karch, P.E., CFM
Director of Public Works

Craig Cummings
Director of Water

Timothy Ervin
Director of Finance

Recommended by:

David A. Hales
City Manager

David Hales, City Manager, introduced this item. The project's scope had been amended. Neighborhood meetings had been held. The residents had been polled regarding the modified project scope. Maple St. and Redwood Ave. would be resurfaced. There would not be curb and gutter along Maple St. The resident's preference was for a rural aesthetic. The design drawings needed to be completed and right of way needed to be acquired. The property owners were notified that this item would be on the Council's June 13, 2011 meeting agenda.

Alderman Stearns questioned the citizen's poll. Kevin Kothe, City Engineer, addressed the Council. The abutting property owners were included in the poll.

Motion by Alderman Stearns, seconded by Alderman Schmidt to suspend the rules to allow someone to speak.

Motion carried.

Steve Jackson, 1019 S. Maple, addressed the Council. He expressed his concern regarding the drainage ditch. He resided at this address for the past thirty-two (32) years. He was not interested in a sidewalk and/or curb and gutter. Lincoln and Lafayette St. will be repaved. Redwood Ave. had been included by City staff. He believed that the modified plan would result in a better expenditure of taxpayer dollars. He restated his concern regarding the drainage ditch and storm water management. He was concerned that a pipe would not be able to handle the pressure.

Mayor Stockton noted that Mr. Jackson was in support of Option 2. Mr. Hales expressed his appreciation to Mr. Jackson for his assistance with the drainage channel.

Motion by Alderman Stearns, seconded by Alderman Schmidt to return to order.

Motion carried.

Alderman Stearns wanted to verify the \$380,000 cost savings of Option 2 over Option 1.

Motion by Alderman Stearns, seconded by Alderman Purcell that the Maple St. portion of the Lafayette/Maple Reconstruction Project be revised to include only asphalt overlay of the existing Maple St. pavement, from Lafayette to Lincoln, and to include asphalt overlay of Redwood Ave., from Maple to Morrissey.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Anderson, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Vehicle Noise Enforcement

RECOMMENDATION: That a Text Amendment is not warranted at this time.

BACKGROUND: The City of Bloomington has had several discussions that relate to noise levels of loud stereos and exhaust coming from vehicles. This can be cars, trucks, or motorcycles. There has been discussion in the past of amending current ordinances to allow for towing and impoundment of these vehicles as we do with other violations. The Council has been provided with information addressing the current statutes, past actions, and other governmental entities' polices. There are a few options Council may want to consider or Council may wish to craft their own amendment(s) to City ordinances. There has been conversation over the last few years and the Police Department requests direction from Council to address enforcement and remediation of this problem.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Citizen's Voice meetings and comparable cities' ordinances.

FINANCIAL IMPACT: This may vary depending on the option(s) that the Council wishes to consider.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Randall D. McKinley
Police Department

David A. Hales
City Manager

David Hales, City Manger, addressed the Council. This issue was brought to City staff as a citizen request. City staff had given consideration to modifying City ordinance.

Bob Siron, Asst. Police Chief, reviewed this item's history. Currently, an ordinance violation carried a \$250 fine. He acknowledged that the City of Decatur has an aggressive plan. The City of Decatur used a hire back detail and fines imposed support same. The City's Police Department has returned a DUI, (Driving Under the Influence), grant because police patrol officers were unwilling to work same. At this time, the Police Department responded to noise complaints.

Mr. Hales addressed consistency. The Town of Normal's fine was \$100. The City's fine ranges from \$250 to \$500. Staff could address enforcement and present statistics. Asst. Chief Siron noted that noise could be a neighborhood focus for the Street Crimes Unit. This year, five (5) citations had been issued. The focus had been on other issues. Making noise a priority was weather dependent. He noted that the complaint volume had decreased.

Mayor Stockton had heard complaints involving major thoroughfares. Asst. Chief Siron agreed that complaints were linked to location. He cited busy streets and City parks as examples. He noted that noise was difficult to enforce.

Alderman Sage restated noise was complaint driven and difficult to enforce. He questioned enforcement. Asst. Chief Siron stated that was the challenge. Uniform police staff looked at main intersections.

Alderman Schmidt questioned if a citizen had a license plate number would the Police Department investigate. Asst. Chief Siron reminded the Council that the police officer must hear the noise.

Alderman Mwilambwe questioned what was too loud. Asst. Chief Siron cited state law – beyond seventy-five feet, (75').

Alderman Stearns restated that the police officer must hear the noise in order to write the ticket. Asst. Chief Siron encouraged all to contact the Police Department's nonemergency number. Alderman Stearns questioned if the City's park police officers looked for same. Asst. Chief Siron responded affirmatively. Alderman Stearns requested a report addressing the number of tickets issued.

Alderman Purcell thanked Asst. Chief Siron for the information. He questioned how the City could curb noise. The fine needed to be high enough to stop the behavior. He

believed that noise was about safety. Noise went beyond car/motorcycle pipes and music. Asst. Chief Siron stated that the current ordinance was adequate.

Mayor Stockton questioned if there was a link between noise and speeding. He also questioned if there were problem areas within wards and with repeat violators. Asst. Chief Siron restated that citizens need to inform the Police Department. Details needed to be provided in order for the Police Department to attempt to address same.

Alderman Stearns questioned Ordinance Violation (OV) collections. Asst. Chief Siron could only provide the number of tickets written. Todd Greenburg, Corporation Counsel, addressed the Council. Unpaid OV appear on the court docket every thirty (30) days. An individual must be in contempt to jail. City attorneys must prove that an individual has the ability to pay but will not. Alderman Stearns stated her understanding of the challenges. She noted manpower and staff's willingness to work overtime. She added her belief that cars should be towed. This was the simple way to solve the problem.

Mayor Stockton noted that this issue could be reviewed in the future. There were no guarantees of noise free nights in the City.

Motion by Alderman Stearns, seconded by Alderman Purcell to suspend the rules to allow someone to speak.

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

Ayes: Aldermen Mwilambwe, Stearns, McDade and Purcell.

Nays: Aldermen Schmidt, Fazzini, Fruin, Anderson and Sage.

Motion failed.

Motion by Alderman Fruin, seconded by Alderman Mwilambwe that a Text Amendment is not warranted at this time.

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

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

Nays: Alderman Stearns.

Motion carried.

MAYOR'S DISCUSSION: Mayor Stockton informed the Council that he planned to attend the US Conference of Mayors in Baltimore from June 17 – 21, 2011.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, informed the Council that Bob Siron, Asst. Police Chief, would be retiring on July 25, 2011.

Mr. Hales informed the Council that more information would be provided regarding the 2011 Action Agenda's policy items. He questioned what to have staff spend their time on. He noted the time constraints. Staff was working on a number of issues.

He stated that the Work Session on the Downtown Entertainment Task Force (DETF) would be held prior to the Council's June 27, 2011. The Council would have a Joint Meeting with the Library Board at the Public Library on July 11, 2011. An agenda would be provided prior to this meeting.

He noted that the City Manager's April Report had been refined with the assistance of Alderman Fazzini. He described this report as a work in progress which would continue to be refined.

He thanked Barb Adkins, Deputy City Manager, for handling the responses to the Council's questions.

In addition, Alderman Fazzini had provided information regarding the pros and cons of pay day lending.

ALDERMEN'S DISCUSSION: Alderman McDade informed the Council that when voting the Mayor turns on each Alderman's microphone.

She also addressed the demolition of the former GTE/Verizon building located at 1312 E. Empire St. The neighborhood was concerned and there were issues regarding demolition. She was aware that the company performing same was recycling the building materials. The issue was the length of time. Deadlines had not been met. This building was visible and an issue for the entire community. She questioned other vacant properties which would be demolished. She also questioned if a text amendment could be drafted by staff. She wanted to publicly raise this issue.

David Hales, City Manager, had heard from a number of Council members. A permit is issued for six (6) months and was renewable. Staff could research this issue. Key questions would be the enforceability of penalties.

Alderman Fazzini noted that ninety-five percent (95%) of the building was being recycled. This demolition was a good thing for the community. He suggested that there be a monetary penalty at the deadline and every day thereafter.

Alderman McDade noted that there was good news about the City. She cited the article in the Atlantic entitled "America's Top 25 Cities for Recent College Graduates. Bloomington-Normal ranked fifteenth (15th) and was the only city listed in Illinois. She cited the indicators selected (1.) Unemployment Rate; 2.) Professional, Technical, Management or Creative Jobs; 3.) Median Earnings for College Grads; 4.) Percentage of

Young People; 5.) Percentage with a College Degree; 6.) Percentage that's Never Been Married; and 7.) Percentage that Rents).

She added her appreciation to the Public Library for the Summer Reading Program. She had enrolled her children and described same as a good experience.

Alderman Schmidt informed the Council that the DETF's report was almost completed. She hoped that a Work Session would be scheduled on either June 25, 2011 or July 27, 2011.

She added that this was MK Guetersloh, Pantagraph reporter, last Council meeting. The newspaper business was tough. She extended her appreciation to Ms. Guetersloh.

Alderman Purcell addressed two (2) items. He cited the June 12, 2011 Pantagraph's Parade, Special Report, Teens and Extreme Drinking. He believed that this was an issue which the City needed to address. Alderman Schmidt cited the BNCCC, (Bloomington Normal Community Campus Committee).

Alderman Purcell addressed an article which appeared in the Pantagraph on June 1, 2011 entitled "Code of Conduct Policy Weighed". The Council had chosen not to follow a code. He expressed his concern about the following items from the recent Code of Conduct: *4. Council members should not solicit or knowingly accept any type of financial contribution from any ownership, principal, officer, or management person for which the City of Bloomington conducts business. This would include the City of Bloomington itself, as well as all vendors, suppliers, service providers, union organizations, political action groups, etc. Acceptance of "other" political campaign donations within existing State of Illinois law is permissible; 8. Council members should refrain from critical conduct, personal charges or verbal criticism upon the character, motives, ethics or morals of other members of the City Council, city staff or public; 12. To the best of their ability, Council members should represent the official policies and positions of the City Council. In unofficial settings, Council members should be clear in representing to the public, other agencies and the media whether their comments or statements represent the official City position or a personal viewpoint; and 14. The above guidelines and statements do not restrict the freedom of speech in any form.*" He addressed his concern regarding campaign contributions and being unable to compete. He believed that individual and group freedoms would be restricted. He was in agreement with state election laws regarding the acceptance and expenditure of money. He wanted to clarify and explain his position.

Alderman Fazzini was working with the Convention and Visitors Bureau (CVB) to develop a Top 50 in the US list.

Alderman Fruin addressed the Code of Conduct. He addressed *Item 4. Council members should not solicit or knowingly accept any type of financial contribution from any ownership, principal, officer, or management person for which the City of Bloomington conducts business. This would include the City of Bloomington itself, as well as all vendors, suppliers, service providers, union organizations, political action groups, etc. Acceptance of*

“other” political campaign donations within existing State of Illinois law is permissible. He believed that he and Alderman Purcell needed to agree to disagree. The Code was about common sense and respect.

Alderman Fruin echoed Alderman McDade’s comments. The Council needed to be thankful for good things happening in the City. He extended his appreciation to Mike Kimmerling, Fire Chief, for the time spent with him; Scout Sprouls, Director of Information Services, for assistance with email issues; and John Kennedy, Director Parks, Recreation & Cultural Arts, for the recent events at the zoo and golf courses. He restated that good things were happening in the City. It was a great community and the Council has a role to play in making it better.

Finally, he had attended some of the DETF meetings. He thanked Alderman Schmidt’s for her efforts. She had kept this project on track and on schedule.

Motion by Alderman Anderson, seconded by Alderman Purcell, that the meeting be adjourned. Time: 10:05 p.m.

Motion carried.

**Tracey Covert
City Clerk**