

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:40 p.m., Monday, May 11, 2009.

The Meeting was opened by Pledging Allegiance to the Flag followed by Silent Prayer.

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

Aldermen: Judy Stearns, Kevin Huette, Bernard Anderson, David Sage, John Hanson, 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.

The following was presented:

Oath of Office – Aldermen Jim Fruin, Ward 9; Kevin Huette, Ward 3, and Steven Purcell, Ward 7.

Tracey Covert, City Clerk administered the Oath of Office. Mayor Stockton extended congratulations. It was not an easy job and he thanked them for their willingness to serve.

The following was presented:

SUBJECT: Proclamation

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

BACKGROUND: Proclamation – Declaring Monday, May 11, 2009 as Delta Day. Over the last several years, Janice Croom from the Bloomington Normal Chapter of Delta Sigma Theta Sorority, Inc. has contacted the City to request a proclamation in recognition of their “Delta Days” celebration. The proclamation will be presented to Etascha Johnson.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington Normal Chapter of Delta Sigma Theta Sorority, Inc.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Etascha Johnson addressed the Council. She introduced the group members present. The Delta Sigma Theta Sorority had been involved in the community for twenty-eight (28) years. They serviced the needs of African Americans with a focus on women and children. Mayor Stockton read and presented the Proclamation and extended his appreciation.

Motion by Alderman Purcell, seconded by Alderman Schmidt that the proclamation be made a matter of record.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

Presentation of Certificate of Achievement for Excellence in Financial Reporting Plaque to Barbara J. Adkins, Deputy City Manager. Plaques for both the City and the Firemen's Pension Fund.

Mayor Stockton read and presented the Certificate of Achievement for Excellence in Financial Reporting to Barbara Adkins, Deputy City Manager. He expressed congratulations and encouraged the new Aldermen to become acquainted with the financial process.

The following was presented:

Presentation by Miller Park Zoological Society - \$115,000 check.

Tina Kohn, President Miller Park Zoological Society (MPZS) and Marcos Mendez, Vice President Miller Park Zoological Society, addressed the Council. MPZS had created an energetic board. In the past the MPZS traditionally donated \$100,000 to the City annually. This year they would present the City with \$115,000. Mayor Stockton noted the importance of the Zoo to the City. The City was proud of the Zoo. He appreciated the

participation of the MPZS. Ms. Kohn stated Zoo Do would be held on the second (2nd) Saturday in September, (September 13, 2009), at the Zoo. Mayor Stockton clarified that the event would take place on zoo grounds. Ms. Kohn responded affirmatively and added the theme was Tango in the Zoo.

The following was presented:

SUBJECT: Council Proceedings of May 26, 2006

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of May 26, 2006 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of May 26, 2006 have been reviewed and certified as correct and complete by the City Clerk.

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

Motion by Alderman Purcell, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Meeting of May 26, 2006 be dispensed with and the minutes approved as printed.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

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.

BACKGROUND: The list of bills and payrolls will be furnished to you in on Friday, May 8, 2009 by posting via the City's web site. After examination, I will notify the Council of any items which may need to be addressed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Schmidt 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, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payments from Various Municipal Departments

RECOMMENDATION: That the payments be approved.

BACKGROUND: All of the described payments are for planned and budgeted contracts previously approved by the City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: As follows:

1. The fourth partial payment to Farr Associates in the amount of \$2,590.30 on a contract amount of \$56,910 of which \$17,961.46 (\$1,441.60 in reimburseables) will have been paid to date for work certified as 29% complete for the Form Based Code – Main Street Corridor. Completion date – July 2009.
2. The eighth partial payment to 3 D Design Studio in the amount of \$3,958.70 on a contract amount of \$39,625 of which \$37,125 will have been paid to date for work certified as 94% complete for the Comprehensive Park & Recreation Plan. Completion date – June - 2009.
3. The seventh partial payment to Stark Excavating, Inc. in the amount of \$60,210 on a contract amount of \$2,546,249.65 of which \$952,957.01 will have been paid to date for work certified as 37% complete for the McGraw Park – Phase II – General Construction. Completion date – July 2009.
4. The thirty-first partial payment to Clark Dietz, Inc. in the amount of \$11,429.82 on a contract amount of \$392,895 of which \$355,490.72 will have been paid to date for work certified as 90% complete for the Hamilton Road – Timberlake to Main St. Completion date – September 2009.
5. The twentieth partial payment to Stark Excavating, Inc. in the amount of \$15,040.28 on a contract amount of \$1,925,274.55 of which \$1,892,369.91 will have been paid to date for work certified as 95% complete for the Morris Ave – Miller to Fox Hill Apartments. Completion date – May 2009.
6. The fourth partial payment to Farnsworth Group in the amount of \$2,486.50 on a contract amount of \$35,000 of which \$14,204.10 will have been paid to date for work certified as 41% complete for the ICC Petition for future Hamilton Road Railroad Crossing. Completion date – December 2009.
7. The twenty-fourth partial payment to Farnsworth Group in the amount of \$163 on a contract amount of \$32,562 of which \$26,958.50 will have been paid to date for work certified as 83% complete for the Norfolk Southern Railroad Crossing Negotiations: ML King at White Oak, Hamilton at Commerce, and Hershey at Hamilton. Completion date – December 2009.
8. The fifth partial payment to Farnsworth Group in the amount of \$11,612.50 on a contract amount of \$103,000 of which \$25,840 will have been paid to date for work certified as 25% complete for the Inspection Services for Pipeline Road Transmission Main Replacement. Completion date – December 2010.
9. The second partial payment to George Gildner, Inc. in the amount of \$18,499.50 on a contract amount of \$96,539 of which \$38,526.91 will have been paid to date for work certified as 40% complete for the Lee Street Sanitary Sewer Extension. Completion date – May 2009.

10. The first partial payment to Bloomington PB, LLC., in the amount of \$47,358.06 on a contract amount of \$325,628 of which \$47,358.06 (\$27,674.62 in reimbursables) will have been paid to date for work certified as 6% complete for the Truckers Lane. Completion date – May 2031.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Alderman Huette questioned Payment 1. The fourth partial payment to Farr Associates in the amount of \$2,590.30 on a contract amount of \$56,910 of which \$17,961.46 (\$1,441.60 in reimburseables) will have been paid to date for work certified as 29% complete for the Form Based Code (FBC) – Main Street Corridor. Completion date – July 2009. There had been some opposition to the FBC. He believed the City would not be in a position to provide funding when the project was completed. He questioned putting it on hold or cancelling the contract. Mark Huber, Director PACE, had met with the McLean County Chamber of Commerce. They would report to the Main Street Commission. He believed there was another group forming in opposition to the plan. There was some support for the plan. He was concerned about zoning. Mayor Stockton clarified that it was an intergovernmental agreement with the Town of Normal. He cited the other partners to the agreement: Illinois State University, Illinois Wesleyan University, and Bromenn. The program was meant to revitalize Main Street. He cited the number of students and businesses. The FBC was only one (1) part of a larger project. He represented the City on the Commission. He cited the relaxed landscaping and parking standards. He had heard issues regarding the standards going to far. They were trying to determine what was good for Main Street.

Alderman Huette expressed concern for the plan becoming an anti-business measure. Mr. Huber stated it was meant to enhance business.

Alderman Huette believed a business owner would like a business to be attractive. Mr. Huber believed there was another group trying to form that opposed the FBC part of the plan. Mayor Stockton stated it should be designed to be more attractive to business. The meetings had slowed the process down.

Alderman Huette expressed concern that once the plan was completed the City would not have the funding to implement the plan's recommendations.

Alderman Sage questioned if the end product would be collaboration. The City needed businesses to take ownership. He cited the number of meetings concerning the issue. He expressed interest in collaboration and buy in. Mayor Stockton stated there

could never be buy in from all due to differing view points. He believed there was a middle ground.

Alderman Anderson stated that a large portion of Main Street was in Ward 1. He questioned what the City would have at the end of the day. Mayor Stockton cited the two (2) Walgreens built on Main Street. The City had applied some of the consultant's recommendations. The result was a nice compromise. The City was trying to compromise with competing objectives. Mr. Huber stated the zoning ordinances they were working on did not have a financial impact on the City. Mayor Stockton stated there may be indirect costs. One issue was nonconforming use. He cited the cost to rebuild after a natural disaster as an example. There were some complex issues which might arise which were not germane to this payment.

Alderman Purcell stated there were a number of concerned individuals.

Alderman Stearns clarified that this payment represented the City's portion and it was just for the FBC. Mr. Huber stated that the Council would have to decide whether to adopt the FBC or not.

Alderman Stearns questioned entering into a contract. Mayor Stockton stated they had to consider the commitment to the other entities.

Alderman Huette suggested contacting the other entities to question their interest in the plan. He cited the opposition. Mayor Stockton stated the Main Street Commission was aware of the issues and were trying to resolve same.

Alderman Fruin questioned lag time and bills submitted. Mayor Stockton believed the lesson learned was to be careful when working with consultants. The City should not provide free rein. There should have better parameters in place.

Motion by Alderman Purcell, seconded by Alderman Schmidt that the payments be approved.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment and Reappointments to Various Boards and Commissions

RECOMMENDATION: That the appointment and reappointment be approved.

Reappointment to the Cultural Commission:

Anne Boyden, 7 Country Club Place. Her term will expire on April 30, 2012.

Appointment to the Cultural Commission:

Dr. Curtis C. Trout, 1104 S. Fell, Normal. He is replacing Barb Wells. His term will expire April 30, 2012.

BACKGROUND: Not applicable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Recommended by:

Stephen F. Stockton
Mayor

Motion by Alderman Purcell, seconded by Alderman Schmidt that the appointment and reappointments be approved.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment to Springbrook, Inc. for Annual Software Maintenance

RECOMMENDATION: That the payment be approved.

BACKGROUND: The City has utilized Springbrook software for water billing since 2001. This software has been regularly updated and is functional. In May 2008, staff requested

permission to purchase the on-line bill payment module, which is currently in use. An invoice has been received that contains the traditional maintenance costs and the additional maintenance costs for the on-line bill payment module. Staff has reviewed the invoice and finds it in order.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This annual maintenance cost of \$23,296.83 has been budgeted in account 5010-50110-70590 (Water, Administration and General, Other Repair and Maintenance).

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Craig M. Cummings
Director of Water

David A. Hales
City Manager

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Payment to Johnston Contractors, Inc. for the Cancellation of Box Office Enclosure Contract for US Cellular Coliseum

RECOMMENDATION: That the contract be cancelled.

BACKGROUND: On October 1, 2008, the City accepted bids for construction of an enclosure for the ticket window of the US Cellular Coliseum, (USCC). Since only one (1) bid was received, it was opened at the October 13, 2008 Council meeting and read aloud. It was from Johnston Contractors in the amount of \$112,000. The proposal was considered and rejected at the October 27, 2008 Council meeting. Johnston Contractors agreed to hold its proposal price while additional funding possibilities were explored by Central Illinois Arena Management, (CIAM). On December 22, 2008, the Council voted to award the contract to Johnston Contractors.

Since then, the City has experienced unexpected declines in revenues because of the recession. Johnston Contractors has agreed to retract its proposal in return for payment of \$7,854 as reimbursement for the costs of design services previously completed. Staff believes this proposal is fair. CIAM has been looking at current vacant space at the USCC that could be converted into an indoor ticket area and would incur all cost associated with the renovation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Payment of \$7,854 to Johnston Contractors, Inc. The City will not have to spend the additional contract amount of \$104,146.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Barbara J. Adkins
Deputy City Manager

David A. Hales
City Manager

Alderman Purcell clarified that \$7,800 would be returned to the City.

Alderman Stearns questioned Ticketmaster's sponsorship. John Butler, Central Illinois Arena Management's President, addressed the Council. He had met with Ticketmaster and secured a sponsorship of \$15,000 per year for eight (8) years. Construction of the ticket window was on hold as a cost saving measure. They were looking at an interior available space. The approval was based upon Ticketmaster's sponsorship.

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Contract for the US Cellular Coliseum Ticket Window Shelter be cancelled and payment to Johnston Contractors, Inc. in the amount of \$7,854 be approved.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order #1 to the Contract with The Pantagraph for Advertising for the 2008-09 Performance Season

RECOMMENDATION: That a Change Order in the amount of \$111.84 to The Pantagraph for the 2008-09 Seasonal advertising be approved.

BACKGROUND: A purchase order for \$40,097.92 was approved by Council on June 9, 2008, for the 2008-09 seasonal advertising. Due to added performances to the 2008-2009 season at the Bloomington Center for the Performing Arts, \$111.84 in additional advertising was required. The Center added four (4) performances (Ruthie Foster, Randy Newman, Ian Moore, and The Wailers). The advertising schedule defined in the original Pantagraph agreement was adjusted to substitute advertisements for these added shows for previously scheduled performances whose sales were strong enough so as to not require additional advertising. In the end, a small additional ad buy was required to adequately promote added events. Staff has reviewed this change and found it acceptable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Additional advertising costs of \$111.84. Payment falls within the Cultural District's current Marketing budget and will be drawn from line item X21100-70730 for the 2008-2009 fiscal year.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

John Kennedy
Interim Director Parks, Recreation and Cultural Arts

David A. Hales
City Manager

Alderman Fruin questioned the purchasing policy Text Amendment which had been passed January 14, 2008. Tracey Covert, City Clerk, explained the Text Amendment. Mayor Stockton suggested a similar Text Amendment could be drafted for change orders to contracts as well. Staff should research the same.

Alderman Huette preferred to see the Change Orders.

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Change Order be approved.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order for Morris Avenue from Miller Street to Fox Hill Apartments
(MFT Section 99-00319-00-BR)

RECOMMENDATION: Staff recommends Council approve a change order of \$378.36.
Revised funding is as follows:

<u>Fund Information</u>	<u>Original Contract</u>	<u>Revised Amount</u>	<u>Increase</u>
Motor Fuel Tax (MFT) (X20300-72530)	\$919,332.65	\$957,007.35	\$37,674.70
Storm Water Mgmt (X55200-72550)	\$928,879.90	\$881,557.52	(\$47,322.38)
Sewer Depreciation (X52200-725500)	\$16,000.00	\$23,210.28	\$7,210.28
Water Depreciation (X50200-72540)	\$61,062.00	\$63,877.76	<u>\$2,815.76</u>
		Total Increase	\$378.36

BACKGROUND: On July 23, 2007, the Council adopted a Resolution which appropriated \$1,113,000 in MFT funds for this project. On August 27, 2007, the Council approved a contract with Stark Excavating, Inc. for the reconstruction of Morris Avenue from Miller Street to the Fox Hill Apartments. The total original contract amount was \$1,925,274.55 and was funded as shown above. The additional MFT funds paid for removal of an unknown buried pavement within the project limits. Since the revised MFT total is less than the July 23, 2007 appropriation, a revised resolution is not necessary. The actual quantity of slope protection installed along Goose Creek was less than shown on the construction plans which reduced the Storm Water Management funding. Additional sanitary sewer installation was required to replace existing severely deteriorated sewers. Replacement of existing deteriorated water main valves was also required. This additional work increased these fund expenses.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total construction cost is \$378.36 over the approved contract amount. However, the actual fund expenditure changes are shown above.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch
Interim Director of Public Works

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Change Order be approved.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Maintenance Agreement with Buchanan Enterprises Inc.

RECOMMENDATION: That the one (1) year service agreement with Buchanan Enterprises, Inc., for the maintenance of portable radios and Fixed Repeater Spectra-Tac System be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: This agreement will replace the existing agreement with Supreme Radio that expired on April 30, 2009. The agreement includes one system audit, parts and labor for portable radios as well as parts and labor for Fixed Repeater Spectra-Tac.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The two (2) local service providers were contacted and requested to provide a quotation for the maintenance of the portable radios and Fixed Repeater Spectra-Tac System. The quotation received from Supreme Radio was \$25,047 plus \$90 per hour for maintenance not covered under the agreement. Buchanan's quotation was \$24,973.01 plus \$50 per hour for maintenance not covered under the agreement. Staff respectfully recommends that the quotation from Buchanan Enterprises, Inc. be accepted.

FINANCIAL IMPACT: The annual agreement amount is \$24,973.01 and is budgeted in line item G15118-70540.

Respectfully submitted for Council consideration.

Prepared by:

Randall D. McKinley
Chief of Police

Recommended:

David A. Hales
City Manager

Reviewed for legal sufficiency:

J. Todd Greenburg
Corporation Counsel

(CONTRACT ON FILE IN CLERK'S OFFICE)

Alderman McDade clarified that staff was still in the process of considering StarComm radios.

Motion by Alderman Purcell, seconded by Alderman Schmidt that the one (1) year service agreement with Buchanan Enterprises, Inc., for the maintenance of portable radios and Fixed Repeater Spectra-Tac System 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, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Resolution for the Appropriation of Motor Fuel Tax Funds for Improvement of US Business 51 Parking Lanes and Manhole and Inlet Repairs

RECOMMENDATION: That the Agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

BACKGROUND: The Illinois Department of Transportation (IDOT) is in the final design and pre-bidding stage of a project to resurface US Business 51 from Lafayette Street in Bloomington to Raab Road in Normal. In anticipation of this upcoming work, staff investigated all manholes and inlets within the City's section of this project. This investigation resulted in the discovery of several manholes and inlets that require repair or replacement. Furthermore, staff recommends the parking lanes within the City's section be resurfaced as part of the project. The State has agreed to include this additional work in their project. The agreement obligates the City to pay for all of the manhole and inlet work and the parking lane resurfacing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT.

FINANCIAL IMPACT: The total estimated cost of the project is \$4,915,543. The City's share of this project is \$200,543 which will be paid by using Motor Fuel Tax Funds (X20300-72530). IDOT is funding the remaining cost of the project. If actual project costs are higher than the estimate, the City shall also pay its share of this additional cost. The City's approved Capital Improvement budget includes \$292,000 for this project.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed for legal sufficiency:

Jim Karch
Interim Director of Public Works

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT AND RESOLUTION NO. 2009 - 24 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Agreement 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, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of KOS, LLC, d/b/a The Teebox Bar & Grill, located at Lot 132, Airport Park Subdivision, located on Gerig Drive near the northwest corner of Gerig Dr. and Haeffele Way, for an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION: Based on the above, the Liquor Commission recommends to the City Council that an RAS liquor license for KOS, LLC, d/b/a The Teebox Bar & Grill, located at Lot 132, Airport Park Subdivision, located on Gerig Drive, near the northwest corner of Gerig Dr. and Haeffele Way, be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that "T" Tavern rules apply one (1) hour after the kitchen closes, and 2.) that liquor sales cease one (1) after the kitchen closes.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to consider the application of KOS, LLC, d/b/a The Teebox Bar & Grill, located at Lot 132, Airport Park Subdivision, located on Gerig Drive, near the northwest corner of Gerig Dr.

and Haefele Way, 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.

Present at the hearing were Liquor Commissioners Steve Stockton, Rich Buchanan, Marabeth Clapp, and Steve Petersen; Hannah Eisner, Deputy Corporation Counsel; Tracey Covert, City Clerk; and Greg Sheffield, owner/share holder and Applicant representative.

Commissioner Stockton opened the liquor hearing. He requested that the Applicant present the business plan. Greg Sheffield, owner/share holder and Applicant representative, addressed the Commission. He informed them that Bloomington Indoor Golf located at 11 Finance Dr., Suite 1, would be relocating to a new stand alone facility. He added that his current lease would expire in September 2009. He had expanded his operations to Oswego. At his current location, summers were slow. He believed that Airport Park Subdivision was located in a higher profile area of the City. The Teebox Bar & Grill would also offer a beer garden.

Commissioner Stockton questioned if the Teebox would be a Restaurant, "R", by day and evolve into a Tavern, "T", by night. Mr. Sheffield noted that this statement might be accurate dependent upon time of year. The Teebox would offer seating for eighty (80). It would offer golfing and NASCAR simulators. The simulators see more use during the winter. The Teebox would offer a place for good food and drink during the summer.

Commissioner Buchanan questioned the floor plan. Mr. Sheffield reviewed the plan with the Commission. He noted the table and bar seating. The plan included a 1,500 square foot covered beer garden.

Commissioner Buchanan questioned the letter received from Prairie Dental Associates located at 3220 Gerig Dr. Mr. Sheffield noted that the dental office would be adjacent to the Teebox. He had met with Richard Stephey, DDS this date. Dr. Stephey was concerned about overflow parking. Commissioner Buchanan questioned if a fence would be installed to divide the two (2) properties. Mr. Sheffield had offered to work with Dr. Stephey. He did not foresee any problems.

Commissioner Stockton noted that a fence would discourage pedestrian traffic. Mr. Sheffield informed the Commission that Dr. Stephey had been to Bloomington Indoor Golf. The two (2) had agreed to work out an agreement.

Commissioner Buchanan questioned the anticipated business volume. Mr. Sheffield noted that at Bloomington Indoor Golf his patrons are there to play golf. There are golf leagues. The Teebox will offer additional space. He will be able to service more customers. He noted that it would be a challenge to attract new customers.

Commissioner Stockton noted the closing time for Friday and Saturday nights, (2:00 a.m.). He questioned if the Teebox would be functioning as a restaurant at that hour. Mr. Sheffield stated that food service would start at 11:00 a.m. The Teebox might offer breakfast on Saturdays and Sundays to entice those early morning golfers. Commissioner Stockton noted that if the Teebox

took on attributes of a tavern in the evening, then the City would place restrictions upon the liquor license.

Mr. Sheffield provided information about his facility in Oswego. It holds a beer and wine only liquor license. There is a no children policy after 9:00 p.m. on Friday and Saturday nights. He added that a NASCAR simulator only last ten to fifteen (10 - 15) minutes. The bulk of his revenue comes from the golf simulators.

Commissioner Stockton questioned if food would be available until 10:00 p.m. Commissioner Buchanan noted that generally "T" rules are applied an hour after the kitchen closes. He also questioned if this application was for an "A", All types of alcohol license. Mr. Sheffield responded affirmatively to the "A" application. His facility in Oswego was family oriented. He restated that the bulk of his revenues came from the simulators, (golf and NASCAR).

Commissioner Clapp questioned if Mr. Sheffield plan to place speakers outdoors, (beer garden). Mr. Sheffield stated that a decision had not been made at this time. The beer garden would cover a small area. He might consider live music in the future. However, his business plan was not based upon music for the beer garden.

Commissioner Stockton expressed his concern regarding outdoor amplified music. Mr. Sheffield noted that the beer garden would be enclosed.

Commissioner Petersen questioned if there was residential property to the north. Mr. Sheffield responded affirmatively, (apartments).

Commissioner Buchanan questioned the distance to these multi family dwellings. He also questioned the location of their parking areas.

Commissioner Petersen questioned access to the beer garden. Mr. Sheffield stated that patrons would access the Teebox via the beer garden. The location of the entry was moved which freed up interior space. Commissioner Stockton cited the Commission's preference for controlled access to the beer garden, (accessed through the restaurant). Mr. Sheffield noted that when the beer garden was open, staff would be present.

Mr. Sheffield addressed the main entrance. Commissioner Stockton restated the Commission's interest in controlled access to the beer garden. The Commission would require video monitoring of this area from the interior of the facility. The beer garden would be a part of the licensed premise. As license holder, Mr. Sheffield would be the responsible party. In addition, the City may require a second exit. Mr. Sheffield expressed his interest in expanding the Teebox to the west. Commissioner Stockton also cited the state's smoke free law which included a fifteen foot (15') rule. The beer garden must also be open on at least three (3) sides.

Hannah Eisner, Deputy Corporation Counsel, noted that beer gardens can become an issue during the winter as license holder attempts to create an "indoor" space. Commissioner Stockton questioned if the Teebox planned to provide heaters. Mr. Sheffield responded affirmatively.

Commissioner Petersen restated that the patrons should enter the beer garden through the facility. Commissioner Stockton informed the Applicant that a new and final floor plan would need to be filed with the City Clerk's Office. Mr. Sheffield expressed his hopes to be open by the fall 2009.

Commissioner Clapp questioned any incidents at Mr. Sheffield's current operations. Mr. Sheffield responded negatively in the City. In Oswego, the facility did not pass a police audit for underage sales. The employee was suspended without pay. Notice was given to every employee.

Commissioner Stockton expressed his hope that Mr. Sheffield had training procedures for alcohol service. Mr. Sheffield responded affirmatively. He added that company training would need to be more formal as the Teebox would have a larger staff. Commissioner Stockton recommended a document which listed the rules with an employee sign off.

Commissioner Petersen reminded the Applicant that liquor sales could not commence until noon on Sunday. Mr. Sheffield responded affirmatively.

Commissioner Buchanan presented the scenario of a busy November day and questioned the staffing level. Mr. Sheffield noted that he was not in the restaurant business. He was currently searching for an experienced restaurant manager who would be able to address staffing, etc. The Teebox would also employ a golf pro. Staffing levels would be based upon business. He acknowledged that there was a lot he needed to learn about the restaurant business.

Commissioner Buchanan questioned if the Teebox could be called a sports bar. Mr. Sheffield responded affirmatively with better food.

Commissioner Stockton addressed conditions to be placed upon the license. He recommended that "T" rules apply one (1) hour after the kitchen closed. Commissioner Buchanan recommended that the sale of liquor also cease one (1) hour after the kitchen closed. Mr. Sheffield responded affirmatively.

Commissioner Stockton addressed amplified music. He recommended that there be separate controls on the audio system for the facility's interior and exterior. The Commission requested that the volume be adjusted to an appropriate level.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with City Code, over nine (9) courtesy copies of the Public Notice were mailed. In addition, the Agenda for the April 14, 2009 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: Not applicable this will replace an existing liquor license.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Alderman Fruin noted that this item was within his ward. The emphasis of the discussion before the Liquor Commission (LC) addressed amplified music. It was emphasized that volume not be too high. Everyone has had different experiences with beer gardens. He cited Gill Street Sports Bar and Restaurant, 3002 Gill St., as an example. The Commission had also discussed the diversity of the ward. He would like to prevent issues from arising. He had visited Gill Street. He was glad the Applicant was in attendance. He wished Mr. Sheffield well. He believed it would be a nice addition to the neighborhood. Mayor Stockton added that there was an apartment building nearby. The Commission would address any issues that arose. A liquor license was a privilege.

Motion by Alderman Purcell, seconded by Alderman Schmidt that an RAS liquor license be approved contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) that "T" Tavern rules apply one (1) hour after the kitchen closes, and 2.) that liquor sales cease one (1) hour after the kitchen closes.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the WGLT Event June 13, 2009

RECOMMENDATION: That the Ordinance be passed.

BACKGROUND: WGLT is sponsoring an outdoor summer concert in downtown Bloomington on Saturday, June 13, 2009. This will be the sixth (6th) of what has become an annual event. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the designated event area rather than have a designated "beer garden". Beer and wine would be sold only by an existing liquor license holder with a secondary license for the event and only beer and wine purchased from the event vendor could

be consumed within the designated event area. Outdoor consumption would be allowed between 1:00 o'clock p.m. and 10:00 o'clock p.m.

The event organizers met with staff, including representatives from the police, legal and administrative departments to review this plan. Given the nature of the event, the type of crowd it attracts and the high degree of involvement by event staff, all concerned believe this plan could work without problems.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by and concurs:

Recommended by:

Hannah R. Eisner
Deputy Corp. Counsel

Randall D. McKinley
Chief of Police

David A. Hales
City Manager

ORDINANCE NO. 2009 - 31

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON

WHEREAS, WGLT will hold an outdoor concert in downtown Bloomington on June 13, 2009; and

WHEREAS, WGLT requested permission to allow sales and consumption of beer and wine during the concert on Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: June 13, 2009 between 1:00 o'clock p.m. and 10:00 o'clock p.m. for Jefferson Street between Main Street and the north/south alley between Center Street and Madison Street and on Center Street between Washington Street and the east/west alley between Jefferson Street and Monroe Street. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

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

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

PASSED this 11th day of May, 2009.

APPROVED this 12th day of May, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on the Grounds of Festival Park

RECOMMENDATION: That the text amendment be approved and the Ordinance be passed.

BACKGROUND: As part of the Summer Stage Series of events at the soon to open Festival Park on the Bloomington Center for the Performing Arts, (BCPA) Green, staff is requesting an extension of the premises to allow alcohol consumption and sales similar to what is currently allowed inside the BCPA. Possession of open alcohol on the grounds of Festival Park shall only be permitted when there is perimeter fencing around the grounds and entrance to the park must be made through gates at two (2) designated locations. Possession of open alcohol is limited to inside the fenced area. Alcohol shall only be procured from and served by an individual or entity with a Class W, (catering), T, (tavern) or R, (Restaurant) liquor license and who has obtained a Class SA, (secondary all types) or SB, (secondary beer and wine only) license for that location.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Liquor Commission.

FINANCIAL IMPACT: Increase in revenue equal to fifteen percent (15%) of gross beverage sales.

Respectfully submitted for Council consideration.

Prepared by:

John Kennedy
Interim Dir. of Parks, Recreation and Cultural Arts

Reviewed by and concurs:

Randall D. McKinley
Chief of Police

Reviewed as to legal sufficiency:

Hannah Eisner
Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2009 - 32

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE
CHAPTER 6 SECTION 26(d)**

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

SECTION 1. That Bloomington City Code Chapter 6, Section 26(d), be amended by adding the following paragraphs to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

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

- (1) Possession of beer and wine by persons over the age of 21 is permitted at Prairie Vista Golf Course and The Den at Fox Creek Golf Course pursuant to Chapter 31, Section 701, of the Bloomington City Code.
- (2) Possession of all types of alcohol is permitted inside the Bloomington Center for Performing Arts and on the grounds of Festival Park outside of Bloomington Center for the Performing Arts under the following conditions:
 - (i) Alcohol shall only be procured from and served by an individual or entity with a Class W, T or R liquor license and who has obtained a Class SA or SB license for that location.
 - (ii) Possession of open alcohol shall be allowed only at events that are either the entry to which is by invitation only and/or at events sponsored or organized by the City of Bloomington or by individuals or entities who have signed rental agreements with the City of Bloomington for use of the facilities that permit the individual or entity to serve alcohol.
 - (iii) Possession of open alcohol other than that procured from the sources enumerated in subsection (i) shall be prohibited.
 - (iv) Possession of open alcohol on the grounds of Festival Park shall only be permitted when there is perimeter fencing around the grounds and entrance to the park must be made through gates at two designated locations. Possession of open alcohol on the grounds of Festival Park shall be allowed inside the fenced area only.

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

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

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

- (3) Possession of open containers of all types of alcohol is permitted on a sidewalk designated in a sidewalk cafe permit adjacent to a licensed premise with an O license during the time allowed by the O license or as otherwise provided as a condition on the license or order of the Liquor Commission.
- (4) Possession of all types of alcohol is permitted inside the City of Bloomington coliseum facility located in the block bounded by Madison Street, W. Front Street, Lee Street and W. Olive under the following conditions:
 - (a) Alcohol shall only be procured from and served by an individual or entity with a Class W, T or R license authorizing the sale of alcohol in those premises;
 - (b) Possession of open alcohol other than that procured from the sources enumerated in subsection (i) shall be prohibited;
 - (c) Possession of open alcohol shall be allowed only during events held at the coliseum and possession of open alcohol at such events shall further be limited to ninety minutes prior to the commencement and one hour following the conclusion of any such event;
 - (d) All state and local liquor control laws must be obeyed;
 - (e) All rules and regulations for the coliseum must be obeyed.

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11th day of May, 2009.

APPROVED this 12th day of May, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

**MINUTES OF THE BLOOMINGTON
LIQUOR COMMISSION**

March 10, 2009

The Bloomington Liquor Commissioner Rich Buchanan called the Liquor Hearing to hear the request of Cultural District staff to expand the premise of the Bloomington Center for the Performing Arts, located at 600 N. East St., requesting an expansion of premise to the area known as Festival Park. Present at the hearing were Liquor Commissioners Rich Buchanan, Steve Petersen, and Mark Gibson; Tracey Covert, City Clerk; Bruce Marquis, Executive Director, and David Young, Facilities Manager.

The hearing was called to order at 4:34 p.m.

Commissioner Buchanan opened the liquor hearing. He requested that City staff present their request. He stated his intention to open the discussion and lay this item over until the April 14, 2009 Liquor Commission meeting. He would consider alternatives if the request appeared to be routine.

Bruce Marquis, Cultural District's Executive Director, addressed the Commission. He had held meetings with Hannah Eisner, Deputy Corporation Counsel. He had drafted his request knowing Ms. Eisner would be unable to attend the meeting. He provided some background history. There had been requests for alcohol at the Bloomington Center for the Performing Arts, (BCPA).

It was initially not allowed under the City Code. The City's Alcoholic Beverage Code was amended to allow liquor service within the BCPA, (see Section 26, (d) (2)).

Mr. Marquis read from a prepared handout. He noted that the BCPA had hosted over 100 public and/or private events without incident. The City had received support from CEFCU and the Illinois Bureau of Tourism for the outdoor stage. Alcohol would not be served at free events. There would be an admission charge when there was alcohol service. There would only be two (2) entrances to the Festival Park area. Inside the Park, there would be additional controls. The BCPA worked with a third party vendor for food and beverage service. Bracelets would be used to identify those over twenty-one, (21) years of age. There would be signage warning against under age consumption. The Park would be patrolled in search of violations. Events would be scheduled between noon and 10 p.m. He cited the adjacent residential neighborhood. Rest rooms would be located inside the BCPA.

The Memorial Day weekend was the planned opening of Festival Park. A number of summer events had been planned. He cited a beach party in June, a bluegrass barbecue in July, and a back to school party in August. He anticipated that there would be five to eight (5 - 8) City sponsored concerts. He also hoped for rentals. He cited the Nothing But the Blues Festival as an example. The BCPA was primarily an entertainment venue. It offered hospitality and convenience which should lead to generated revenue.

Commissioner Petersen questioned the area. David Young, Facilities Manager, addressed the Commission. He described the area known as Festival Park. A temporary green mesh fence with permanent anchoring posts would be installed. It would be better than the orange snow fencing.

Commissioner Gibson questioned the proximity to the street. Mr. Young noted that the fence would be installed behind the four foot, (4') sidewalk. He added that street closures may also be necessary. The stage would be placed along Douglas Street. Douglas St. would be closed at East St. Discussion followed regarding an RV (Recreational Vehicle) artist dressing room. Such a vehicle would take sponsorship.

Commissioner Gibson questioned the square footage within the area outlined in red. Mr. Young noted that no alcohol consumption would occur on the front steps of the BCPA. Commissioner Gibson questioned security within and without the Festival Park area. Mr. Young noted that patrons would bring lawn chairs for seating. Commissioner Gibson noted that there would be lawn seating. Mr. Young stated that the two (2) gates would be manned by BCPA's volunteer ushers. City staff would patrol the area. The preferred vendor, Six Strings, would control the alcohol sales.

Commissioner Gibson questioned the skill set of the BCPA ushers and City staff. Mr. Marquis restated that there had been over 100 events at the BCPA in the last thirty (30) months. There had not been a single issue. Commissioner Gibson noted that this was a different situation and a larger area. Mr. Marquis informed the Commission that the BCPA had a walkie talkie system. It was noted the impact of heat on consumption. Mr. Marquis noted that BCPA staff would

observe behavior. Police Officers would be present at all events. Six Strings, the preferred food and beverage vendor, would have two (2) security personnel present to observe the crowd.

Commissioner Gibson believed that the City would be opening itself up to a lot of liability. Mr. Marquis expressed his opinion that the City had set a precedent with the McLean County Arts Center. The Arts Center hosts an annual membership appreciation night. On one (1) occasion, the Center held its annual event outdoors.

Commissioner Gibson expressed his belief that outdoor events were different. The plan called for liquor sales by coupon. Only beer and wine would be offered for sale. The Sangamon County Fair uses this type of system. Mr. Marquis added that no one would be allowed to bring in liquor. Mr. Young also stated that no coolers or large bags would be permitted.

Liquor Commission discussion followed.

Commissioner Gibson restated his concerns about the issue of crowd control.

Commissioner Petersen expressed his concern about individuals congregating. Festival Park would be a public space. Mr. Young stated that there would be Police Officers on site. Commissioner Petersen added that initially there would be issues. Mr. Marquis believed that individuals would be able to hear but not see the entertainment. The sound equipment would be used as a visibility barrier. It was suggested that Hot August Nights might consider moving to Festival Park.

Commissioner Buchanan reviewed the hand out provided. It does not state that a police presence would be required. Mr. Young acknowledged that the Cultural District's staff had not contacted the Police Department. This area would require additional investigation by City staff. Mr. Marquis added that events would be over before the prime bar hours.

Commissioner Buchanan noted that the Commission had the authority to grant extensions of premise. However, this request would require an amendment to the City Code.

Commissioner Gibson questioned if this item would be placed on the Consent Agenda. Tracey Covert, City Clerk, responded that she did not know. Commissioner Buchanan expressed his support for placing this item on the Consent Agenda

Commissioner Gibson questioned other things that needed City involvement. He restated his question about liability issues. Mr. Marquis restated that Ms. Eisner had been involved.

Ms. Covert questioned if the Cultural District staff had contacted RIMCO, (City's insurance provider for property).

Commissioner Buchanan directed Ms. Covert to share these minutes with Ms. Eisner. The persons involved were known to the Commission. He expressed his belief that events would be well planned.

Commissioner Gibson expressed his opinion that the City was setting a precedent. Mr. Young noted that Festival Park was a green space and not a true park. Rental events would generate additional income for the BCPA. Mr. Marquis added that the tenant rents the facility and brings the artist to perform. These events are run by City staff. These tenants must comply with all City policies and procedures.

Motion by Commissioner Gibson, seconded by Commissioner Peterson that the Commission recommends the request of the Bloomington Center for the Performing Arts to extend its premise to the area known as Festival Park with the following conditions: 1.) Cultural District staff must work with PACE's inspection staff and Fire Department staff to determine the location of the gates; 2.) Cultural District staff must consult with the Corporation Counsel Office to address liability issues; and 3.) Cultural District staff must meet with the Police Department to determine the appropriate security or police presence.

Motion carried.

Commissioner Buchanan informed the Applicant that this item would appear before the City Council at their April 13, 2009 meeting at 7:30 p.m. The item would appear on the consent agenda. He encouraged their attendance.

There being no further business the hearing adjourned at 5:25 p.m.

Respectfully,

Tracey Covert
City Clerk

Motion by Alderman Purcell, seconded by Alderman Schmidt 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, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 7, Block 28 of Camp Potawatomie from Kevin H. Breslin to Julie I. Smith and Sandra Kay Schroeder

RECOMMENDATION: That the Lake Lease Transfer be approved contingent upon an additional 200 square feet of sand filter or another septic solution being approved by the McLean County Health Department and City, 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 7, Block 28 of Camp Potawatomie from Kevin H. Breslin to Julie I. Smith and Sandra Kay Schroeder and finds it in order. The sewage disposal system inspection was recently completed for this surface discharging system. The septic system was installed in 1988 when the home was constructed. The sand filter was sized for a two (2) bedroom home. The home was sold in 2006 and a sewage disposal system inspection was completed and the lease was renewed at that time.

In the 2006 inspection report the home was reported as a two (2) bedroom home as well. However, in the current report, the home is reported to be a three (3) bedroom home. Due to the fact that this system discharges to a rock trench which eventually leads to the City primary drinking water reservoir, staff will require this system to be brought up to current code. This will require the addition of 200 square feet of sand filter or another solution, approved by the McLean County Health Department and the City to mitigate this problem.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. Lake Lease income will be posted to Lake Lease revenue account 5010-50100-50110-57590.

Respectfully submitted for Council consideration.

Prepared by:

Craig M. Cummings
Director of Water Deputy

Reviewed as to legal sufficiency:

Hannah R. Eisner
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Purcell, seconded by Alderman Schmidt that the Lake Lease Transfer be approved contingent upon an additional 200 square feet of sand filter or another septic solution being approved by the McLean County Health Department and City, 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, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 5, Block 2 of Camp Iroquois from Kohde, LLC to 18594 Navajo, LLC

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

BACKGROUND: This property was purchased by Kohde, LLC in 2008 and a lake lease transfer took place at that time with the requisite sewage disposal system inspection. Since this transfer is simply a corporation transfer with the same members of the corporation, within one year of the previous transfer, a sewage disposal system inspection was not required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. Lake Lease income is posted to Lake Lease revenue account 5010-50100-50110-57590.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Craig M. Cummings
Director of Water Deputy

Hannah R. Eisner
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Fruin questioned the LLC's members' names. Tracey Covert, City Clerk clarified same.

Alderman Huette stated this had been done in the past. Mayor Stockton requested that Aldermen had further questions to check with the City Clerk's Office.

Motion by Alderman Purcell, seconded by Alderman Schmidt 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, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Third Amended Intergovernmental Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Long Term Combined Sewer Overflow (CSO) Control Plan

RECOMMENDATION: That the 3rd Amendment to the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: On April 28, 2008, Council approved the 2nd Amendment to the intergovernmental agreement with BNWRD for the Long Term CSO Control Plan. The original agreement was approved by Council on January 26, 2004 and amended on December 12, 2005.

The construction of the Long Term CSO Control System is now complete. It consists of a detention basin, pump station, multiple parallel eight foot (8") diameter pipes and improvements to the CSO along Sugar Creek on the City's west side. The system intercepts overflows of dilute sewage during rain events from the combined sewer system and conveys them to the detention basin. After the storm has passed, and the loading on the treatment plant has returned to normal, the water from the detention basin is processed through the treatment plant and released into Sugar Creek.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: BNWRD and Stark Excavating.

FINANCIAL IMPACT: The agreement provides for BNWRD to design and build the project with the City reimbursing sixty percent (60%) of the cost. BNWRD has obtained low interest loans from the Illinois Environmental Protection Agency (IEPA) to finance the project. The City will make bi-annual payments to BNWRD for the City's share of the repayment of the twenty (20) year loan. \$779,050 in funds for this purpose was included in the Storm Water Management

Fund in line item 55100-74910. The 3rd Amendment adds the installation of a Mechanical Bar Screen, settles a construction claim with the contractor (Stark Excavating), and revises the project totals accordingly. The Contractor claim was settled through mediation in the amount of \$47,500 and dealt with joint grouting issues and delays in the construction work.

	Est. Cost	Est. Loan	Non-Part.*	City 60% Share
Orig. Agree.	\$13,838,000	\$14,000,000		\$8,400,000
1st Amend.	\$21,178,178	\$20,000,000		\$12,000,000
2nd Amend.	\$20,500,000	\$20,300,000	\$200,000	\$12,300,000
3rd Amend.	\$20,800,000	\$20,500,000	\$300,000	\$12,600,000

*Non-participating expenses, not eligible for inclusion in the loan, for which City is 60% liable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Jim Karch
Interim Director of Public Works

Hannah Eisner
Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

David Hales, City Manager, stated this was the third (3rd) and final amendment to the intergovernmental agreement. Jim Karch, Interim Director of Public Works, addressed the Council. Mr. Karch presented a map. This had been a long term issue. The amendment addressed the Graham Street Combined Sewer Overflow (CSO). In an effort to reduce and eliminate CSO a multi-million dollar process was put into place. He reviewed the scope of the project. The third (3rd) amendment addressed debris volume. It should be the final part. The Storm Water Management Fund was \$900,000 in the red. The City's share was sixty percent (60%) of the costs through a long term IEPA loan. Public Works was working with a consultant to complete a rate study for the next year. The City had an annual fee of \$780,000 paid biannually.

Alderman Purcell questioned if this agreement took care of the CSO. Mr. Karch stated it was to accommodate the Graham Street CSO only. The City would address other issues in the future.

Alderman Anderson questioned the original estimate of \$13 million which had grown to \$20 million. He also questioned if Bloomington Normal Water Reclamation

District (BNWRD) would handle the bid. Mr. Karch stated staff would prepare a report. Mayor Stockton requested additional background information regarding the increase.

Motion by Alderman Anderson, seconded by Alderman Purcell that the Third Amendment to the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Ordinance Authorizing Loan Agreement for an Illinois Environmental Protection Agency (IEPA) Water Pollution Control Loan Program Funds

RECOMMENDATION: That the Ordinance be passed.

BACKGROUND: The City sewer system operates a Combined Sewer Overflow (CSO) near the intersection of Locust Street and Colton Avenue. A multi-phase construction plan has been developed to eliminate this CSO by completely separating the storm and sanitary flows in this area. Phase I construction includes building new sanitary sewer across Bloomington High School, (BHS) property, Bloomington Country Club, (BCC) property, and through the neighborhoods north of BHS & BCC, and south of Washington Street. The estimated cost is \$5,000,000.

The City is moving forward on gaining approval for a low interest twenty (20) year loan to finance this Phase I construction. The loan application is to the IEPA Water Pollution Control Loan Program for ARRA (Federal Stimulus) Projects. If Stimulus Funds are approved, it is expected that twenty-five percent (25%) of the loan amount would be forgiven and the interest rate would be zero percent (0%). If Stimulus Funds are not included, the interest rate is estimated at three percent (3%) with no funds forgiven. As part of the loan approval process, the IEPA requires passage of an Ordinance authorizing the City to borrow funds from the Program. In order not to limit the City's ability to obtain IEPA loan funds, in the event costs exceed the estimate, the proposed Ordinance authorizes the City to borrow up to \$9,000,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington Public Schools District 87 and the Bloomington Country Club.

FINANCIAL IMPACT: Twenty (20) year loan repayment estimated at \$200,000 annually if Stimulus Funds are approved, or \$340,000 annually without. Loan payments would begin approximately August 2011.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Jim Karch
Interim Director of Public Works

J. Todd Greenberg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2009 - 33

ORDINANCE AUTHORIZING LOAN AGREEMENT

AN ORDINANCE AUTHORIZING THE CITY OF BLOOMINGTON OF MCLEAN COUNTY, ILLINOIS TO BORROW FUNDS FROM THE WATER POLLUTION CONTROL LOAN PROGRAM

WHEREAS, the CITY OF BLOOMINGTON, MCLEAN County, Illinois (the "CITY"), operates its sewerage system (the "System") in accordance with the provisions of the Illinois Municipal Code (65 ILCS 5/11-129-1 et seq.); and the Local Government Debt Reform Act, (30 ILCS 350/1 et seq.), and the Illinois Municipal Code and 65 ILCS 5/8-4-1 et seq.), (collectively, the "Act"); and

WHEREAS, the MAYOR AND CITY COUNCIL of the CITY (the "Corporate Authorities") have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Phase I of the Locust/Colton Combined Sewer Overflow (CSO) elimination by total separation of storm and sanitary sewer flows, together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (the "Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the CITY, which Project has a useful life of 30 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$9,000,000.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the CITY from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$9,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions between the CITY and the Illinois Environmental Protection Agency.

NOW THEREFORE, be it ordained by the Corporate Authorities of the CITY BLOOMINGTON, MCLEAN County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the CITY to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the CITY in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$9,000,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the

loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

A reserve account shall be established by the City designated the "Sewerage Reserve Account". There shall be deposited in said account an amount equal to one half of one annual payment required to be made by the CITY on the Loan pursuant to the terms of the Loan Agreement. Said account may be funded by the CITY by making twelve monthly installments over a year.

SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED by the CITY Council of the CITY OF BLOOMINGTON, Illinois on the 11th day of May, 2009.

APPROVED on the 12th day of May, 2009.

Stephen F. Stockton
Mayor

City of Bloomington,
McLean County, Illinois

AYES: 9

NAYS: 0

ABSENT: 0

PUBLISHED in the 14th on May, 2009.

RECORDED in the CITY Records on _____, 2009.

ATTEST:

Tracey Covert
City Clerk

City of Bloomington
McLean County, Illinois

Mayor Stockton introduced this item. David Hales, City Manager, addressed the Council regarding the loan application. Staff was in the early stages and was attempting to take advantage of the federal stimulus money. Funding for this project was to come from the Storm Water Fund which was in a deficit. Funding was not part of the five (5) year Capital Improvement Plan.

Jim Karch, Interim Director of Public Works, addressed the Council. This item was part of a larger project. He referred to a map. Overflow happened regularly. The remedy was a multi phase, multi year plan that included separating the sewers. This item represented Phase I of nine (9) phases. Each phase would cost at least \$5 million. It was a long term project. Staff was considering an evaluation of the Storm Water Management Fund. Staff wanted to take advantage of the federal stimulus money. Now was a good time, if the Council wanted to apply to be eligible for funding. He did not want the City to miss the opportunity. The cost for the sewers would be \$5 million and the cost for the water mains would be \$2 million. The cushion was an outstanding issue. Staff was attempting to lower the figure.

Alderman Hanson had followed this project for years. He questioned if there was money for street, curb, and gutter improvements. Mr. Karch stated there was no money available for resurfacing. He had heard the concerns which were the reasons for coordinating efforts with the Water Department. The goal was to separate the sewers.

Alderman Hanson questioned if they would look at improving the water service. Mr. Karch responded affirmatively.

Alderman Stearns questioned if part of the process included a new street. Mr. Hales stated the project went beyond patching. They were taking a holistic approach. Mr. Karch added that was the goal. The location of the sewer varied with the streets.

Alderman Stearns questioned if Country Club Place would be widened. This was the first time Mr. Karch had heard of this. Mayor Stockton stated this was one of the last significant areas. It would be nice to start on it. Mr. Karch stated there were no other major CSO's but some minor ones remained. Staff had done due diligence and had a strategic plan. It would take time. Mayor Stockton questioned if the City could be fined by the EPA. Mr. Karch responded affirmatively. The goal was to be proactive.

Alderman Huette questioned if Mr. Karch was asking permission to apply for the loan. Mr. Karch responded affirmatively.

Motion by Alderman Hanson, seconded by Alderman Stearns that the Ordinance be passed.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Services Contracts for the 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 contracts to engage persons and/or groups represented by: Fleming Artists; Harmony Artists, Inc.; Art Fegan Entertainment, Inc.; Super Artists, Inc.; The Agency Group, Ltd.; Monterey International; Producers, Inc.; Admire Entertainment, Inc.; International Music Network; Robert Friedman Presents; Opus 3 Artists;

Pierre Gravel Entertainment; Entertainment Events, Inc.; New Frontier Touring; Mills Entertainment; Keppler Associates, Inc.; Skyline Music LLC; Gurtman and Murtha Associates, Inc.; Brad Simon Organization, Inc. and MPI Talent Agency to perform services in the Bloomington Center for the Performing Arts on dates agreed by staff. Base expenses for the contracts will be \$361,000.00.

Contracts for which approval is requested are listed in the accompanying table:

ARTIST	PERFORMANC E DATE	AGENCY	AMOUNT
Suzy Bogguss	09/12/2009	Fleming Artist	\$15,000
Mariachi Divas	09/18/2009	Harmony Artists, Inc.	\$15,000
Golden Dragon Acrobats	09/21/2009	Art Fegan Entertainment, Inc.	\$12,500
Tracy Morgan	09/21/2009	Super Artists, Inc.	\$20,000
Straight No Chaser	09/27/2009	The Agency Group	\$10,500
Great Big Sea	10/02/2009	Monterey International	\$12,500
Duke Ellington Orchestra	10/10/2009	Producers Inc.	\$14,000
John Waters	10/16/2009	Admire Entertainment, Inc.	\$12,500
Jim Brickman	10/17/2009	International Music Network	\$20,000
MacHomer	11/12-13/2009	Robert Friedman Presents	\$15,000
Vienna Boys Choir	11/15/2009	Opus 3 Artists	\$18,500
“Let’s Get Down Tonight”	11/21/2009	Pierre Gravel International	\$15,000
“A Christmas Catechism”	12/05/2009	Opus 3 Artists	\$18,500
Big Bad Voodoo Daddy	12/11/2009	Monterey International	\$20,000
Riders in the Sky	12/19/2009	New Frontier Touring	\$12,500
Jungle Jack Hanna	01/16/2010	Mills Entertainment	\$19,000
Garrison Keller	01/25/2010	Keppler Associates, Inc.	\$40,000
Canadian Brass	01/31/2010	The Agency Group Ltd.	\$22,500
Gaelic Storm	02/19/2010	Skyline Music, LLC	\$15,000
In the Mood	03/19/2010	Gurtman and Murtha Associates, Inc.	\$16,5000
Mama’s Night Out	03/26/2010	Brad Simon Organization, Inc.	\$10,000
Flying Karamazov Brothers	04/24/2010	MPI Talent Agency	\$10,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The selection of these artists was coordinated with the Cultural Commission and the Cultural District’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 Cultural District and the Bloomington Center for the Performing Arts.

FINANCIAL IMPACT: Funding for these contracts is budgeted in Cultural District account X21100-70220. Fees will be offset by future revenues projected in the Cultural District budget at \$603,360.00.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

John Kennedy
Interim Director Parks, Recreation & Cultural Arts

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACTS ON FILE IN CLERK'S OFFICE)

David Hales, City Manager, introduced this item. John Kennedy, Interim Director of Parks, Recreation, and Cultural Arts, addressed the Council. He stated that the expenses and revenues were changed one (1) year ago to be part of the same fiscal year. He was excited about the diverse line up of performers. Mayor Stockton clarified that the total was \$361,000 and the anticipated revenue was \$603,000. Mr. Kennedy stated in the first (1st) season the revenue was \$400,000, the second (2nd) season was \$600,000, and the third (3rd) was anticipated at \$700,000. The ticket sales for this year exceeded last year's revenue. The performers were paid the night of the show.

Alderman Fruin wished they could tell this story more often.

Motion by Alderman Schmidt, seconded by Alderman Purcell that the contracts from Fleming Artists; Harmony Artists, Inc.; Art Fegan Entertainment, Inc.; Super Artists, Inc.; The Agency Group, Ltd.; Monterey International; Producers, Inc.; Admire Entertainment, Inc.; International Music Network; Robert Friedman Presents; Opus 3 Artists; Pierre Gravel Entertainment; Entertainment Events, Inc.; New Frontier Touring; Mills Entertainment; Keppler Associates, Inc.; Skyline Music LLC; Gurtman and Murtha Associates, Inc.; Brad Simon Organization, Inc; and MPI Talent Agency be accepted, and that the Mayor and City Clerk be authorized to execute said contracts.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendments to Chapter 30.5, Section 2, Nuisance Ordinance

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

BACKGROUND: The following is included in the proposed Text Amendment and Ordinance:

1. Amends Section 2(a) to expand the time-frame for qualification as a chronic nuisance property from 60 to 180 days.
2. Amends Section 2(a) to specifically include code enforcement officers as individuals whose independent investigation of factual events may lead to qualification as a nuisance property.
3. Adds the offense of “disorderly house” to the list of qualifying offenses contained in Section 2(a) and deletes the offense of “criminal damage to property” from that list.
4. Amends the definition of property contained in Section 2(g) to specifically include apartments and condominiums.
5. Amends the definition of property in Section 2(g) to provide that two or more buildings, premises or complexes having a common owner that are near or contiguous to each other may be considered a single property.
6. Amends Section 4(3) by deleting the word “if” and substituting the phrase “may stipulate” for “stipulates” in order to clarify the meaning of the subsection.

The recommended changes to the ordinance are the product of consultation between the Police, Legal, and PACE Departments. The purpose of these changes is to make the nuisance ordinance potentially applicable to more properties and to increase the effectiveness of the ordinance. “Disorderly house” was added to the list of events that could qualify a property as a chronic nuisance property. This offense, which pertains to places that are so noisy that they disturb the neighborhood, is more relevant and applicable to the nuisance context than “criminal damage to property”, which was deleted from the section. Crime Analysts within the Police Department recommended deletion of “criminal damage to property” as this offense often is committed by persons living off-premises and therefore has little relevance in the nuisance context.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Although there have been no formal contacts made with groups or specific individuals regarding the proposed changes, recent discussions with community leaders indicate widespread support for adding occurrences to the nuisance ordinance involving noise and housing code violations.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by and concurs:

Reviewed by and concurs:

George Boyle
Asst. Corporation Counsel

Randall D. McKinley
Chief of Police

Mark Huber
Director of PACE

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2009 - 34

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 30.5

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Bloomington City Code Chapter 30.5, Section 2, be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

(a) Chronic Nuisance Property. Chronic Nuisance Property shall be property upon which three or more of the behaviors listed below have occurred during any ~~sixty (60)~~ one-hundred-eighty (180) day period, as a result of any three (3) separate factual events that have been independently investigated by any law enforcement agency or code enforcement officer.

- (1) First degree murder as defined in 720 ILCS 5/9-1;
- (2) Any kidnapping offense as defined in 720 ILCS 5/10-1 et seq.;
- (3) Criminal Housing Management as defined in 720 ILCS 5/12-5.1;
- (4) Possession of Explosives or Incendiary Devices as defined in 720 ILCS 5/20-2;
- (5) Any offense involving Deadly Weapons as defined in 720 ILCS 5/24 et seq.;
- (6) Mob Action as defined in 720 ILCS 5/25-1;
- (7) Possession, Manufacture or Delivery of Controlled Substances as defined in 720 ILCS 570/401 et seq.;
- (8) Sexual Abuse or Related Offenses as defined in 720 ILCS 5/12-15 et seq.;
- (9) Possession, Cultivation, Manufacture or Delivery of Cannabis as defined in 720 ILCS 550/1 et seq.;
- (10) Disorderly Conduct as defined in 720 ILCS 5/26-1;
- (11) Gambling as defined in 720 ILCS 5/28-1;
- (12) Assault or Battery or Any Related Offense as defined in 720 ILCS 5/12-1 et seq.;
- (13) Public Indecency as defined in 720 ILCS 5/11-9;

- (14) Prostitution as defined in 720 ILCS 5/11-14 et seq.;
- (15) ~~Criminal Damage to Property as defined in 720 ILCS 5/21-1 et seq.~~ Disorderly House as defined in Chapter 28, Section 65 of the Bloomington City Code;
- (16) Illegal Consumption or Possession of Alcohol as defined in 235 ILCS 5/1-1 et seq. or Chapter 6 of the Bloomington City Code;
- (17) Violation of Chapter 21 of the Bloomington City Code (Refuse) relating to Refuse Preparation and Storage Violations.
- (18) Violation of any part of Chapter 8 Section 8 of the Bloomington City Code.

(b) Aggravated Chronic Nuisance Property. Aggravated Chronic Nuisance Property shall be property upon which two or more of the behaviors listed below have occurred during any 365 day period, as a result of any two (2) separate factual events that have been independently investigated by any law enforcement agency.

- (1) First degree murder as defined in 720 ILCS 5/9-1;
- (2) Any kidnapping offense as defined in 720 ILCS 5/10-1 et seq.;
- (3) Criminal Housing Management as defined in 720 ILCS 5/12-5.1;
- (4) Possession of Explosives or Incendiary Devices as defined in 720 ILCS 5/20-2;
- (5) Any offense involving Deadly Weapons as defined in 720 ILCS 5/24 et seq.;
- (6) Mob Action as defined in 720 ILCS 5/25-1;
- (7) Possession, Manufacture or Delivery of Controlled Substances as defined in 720 ILCS 570/401 et seq.;
- (8) Sexual Abuse or Related Offenses as defined in 720 ILCS 5/12-15 et seq.;
- (9) Possession, Cultivation, Manufacture or Delivery of Cannabis as defined in 720 ILCS 550/1 et seq.;

(c) Control. The ability to regulate, restrain, dominate, counteract or govern conduct that occurs on that property.

(d) Owner. Any person, partnership, land trust, or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to:

- (1) a mortgagee in possession in whom is vested
 - (a) all or part of the legal title to the property; or
 - (b) all or part of the beneficial ownership and the right to the present use and enjoyment of the premises; or
- (2) an occupant who can control what occurs on the property; or
- (3) any person acting as an agent of an owner as defined herein.

(e) Permit. To suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.

(f) Person. Any natural person, association, partnership or corporation capable of owning or using property in the City of Bloomington.

(g) Property.

- (1) Any real property, including that which is affixed, incidental or pertinent to land, including but not limited to any premises, room, house, building, ~~or~~ structure, apartment, condominium unit or any separate part or portion thereof, whether permitted or not.
- (2) Any two or more buildings, premises or building complexes under common ownership that are contiguous, or whose property lines are within two hundred fifty (250) feet of each other may be considered a single property.

SECTION 2. That Bloomington City Code Chapter 30.5, Section 4(b) (3), be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

- (3) ~~If~~ After the notification, but prior to the commencement of legal proceedings by the City pursuant to this Chapter, an owner ~~stipulates~~ may stipulate with the Chief of Police that the owner will pursue a course of action the parties agree will abate the nuisance activities giving rise to the violation. In addition to the abatement of the conditions leading to a designation of the property as a chronic nuisance or an aggravated chronic nuisance, the owner may also be required to stipulate to the abatement of violations of the Property Maintenance Code (Chapter 45 of the Bloomington City Code). If the agreed course of action does not result in the abatement of the nuisance activity or if no agreement concerning abatement is reached within thirty (30) days, the Chief of Police shall

request authorization for the Corporation Counsel to commence a legal proceeding to abate the nuisance.

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

SECTION 4. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11th day of May, 2009.

APPROVED this 12th day of May, 2009.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Stockton introduced this item. The proposed text amendment strengthened the code. David Hales, City Manager, stated there had been a coordinated effort between City departments on how to more effectively address nuisance issues. George Boyle, Asst. Corporate Counsel, addressed the Council. There were significant changes within the amendment. One was to expand the time frame in which an event could occur to qualify as a nuisance property from sixty (60) days to one hundred twenty (120) days. Another change allowed Code Enforcement Officials to perform the investigation. Finally, the definition of property was clarified. Mr. Hales stated that primary lead responsibility would be the Police Department. The focus would be on chronic, on going nuisance properties. It would make moving ahead a priority.

Alderman Schmidt questioned the impact of the implementation of properties currently under investigation. Mr. Boyle stated the City cannot work backwards and it would be implemented date forward.

Alderman Stearns saw a difference in the level of enforcement. The process was moving forward. The City was doing the right thing to preserve and protect historic neighborhoods. Mr. Boyle stated there was an addition of disorderly house as a result of citizen input. Mayor Stockton stated the intent was to have leverage with landlords and obtain their cooperation. Mr. Boyle stated most landlords had been cooperative. Mayor Stockton noted only one (1) had taken court action. Barbara Adkins, Deputy City Manager, confirmed.

Alderman Sage appreciated hearing more “C” words such as: coordination, cooperation and collaboration.

Motion by Alderman Stearns, seconded by Alderman Schmidt 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, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Employment Agreement between the City of Bloomington and City Manager David A. Hales

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

BACKGROUND: On December 8, 2008, the Council approved an employment agreement with City Manager David A. Hales. However, since under Illinois state statutes employment contracts cannot extend past the term of the Mayor, that contract expired on April 30, 2009. A renewal of the previous contract is proposed.

The only a few changes to the contract. The new contract term expires on April 30, 2013. The relocation and housing expenses were eliminated since Mr. Hales has completed his relocation to the City. Additionally, the City agrees to establish a Section 401(a) deferred compensation program that permits Mr. Hales to rollover his contributions made to 401(a) programs established by previous employers and will also allow Mr. Hales to take a loan from that program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None beyond those set forth in the Contract itself.

Respectfully submitted for Council consideration.

Prepared by:

J. Todd Greenburg
Corporation Counsel

**CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND
DAVID A. HALES**

THIS AGREEMENT, made and entered into this 12th day of May, 2009, by and between the City of Bloomington, Illinois, a municipal corporation, hereinafter called "The City", as party of the first part, and David A Hales, hereinafter called "The Manager", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City has a Council-Manager form of government pursuant to referendum, and

WHEREAS, the City desires to employ the services of David A. Hales as City Manager of the City of Bloomington as provided by the City Code of the City of Bloomington, 1960, as amended; and Article 5 of Chapter 65 of the Illinois Municipal Code, Illinois Compiled Statutes, 2008, as amended; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the Manager; and

WHEREAS, it is the desire of the Council to (1) retain the services of the Manager and to provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring the Manager's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Manager, and (4) provide just means for terminating the Manager's services at such time; and

WHEREAS, the Manager desires employment as City Manager of the City of Bloomington.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE: DUTIES – The City hereby agrees to employ said David A. Hales as City Manager of said City to perform the functions and duties specified in said City of Bloomington City Code, 1960, as amended, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign, and as provided by law.

SECTION TWO: TERM

- A. This Agreement shall commence on the date it is signed by the last party to sign the agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Manager at any time, subject only to the provisions set forth in Section 4, of this Agreement. This Agreement shall terminate on the date of the term of office of the Mayor, April 30, 2013. The Parties acknowledge that David A. Hales is already serving as City Manager on the effective date of this Agreement.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from his position with the City, subject only to the provisions set forth in Section 4 of this Agreement.
- C. The Manager agrees to remain in the exclusive employ of City until April 30, 2013, and neither to accept other employment nor to become employed by any other City until said termination date, unless said termination date is affected as hereinafter provided.
- D. The Manager shall not be prohibited from occasional teaching, writing, consulting or self-employment activities not in conflict with the City's interests.

SECTION THREE: SUSPENSION AND TERMINATION

The City may suspend or terminate the Manager with full pay and benefits at any time during the term of this Agreement, but only if:

- A. The Manager and a majority of the Council agree, or
- B. After a public hearing, a majority of the Council votes to suspend or terminate the Manager for just cause; provided, however, that the Manager shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council. Just cause is defined as the commission of any act involving moral turpitude which places the City into disrepute or intentional disobedience to or negligence in following lawful directives of the City Council as expressed in its legislative actions or its annual evaluation of the City Manager.

SECTION FOUR: TERMINATION AND SEVERANCE PAY

- A. The Manager may be terminated by a majority vote of the members of the full governing body at a duly authorized public meeting. Further, if the City acts to amend any provisions of the ordinance pertaining to the role, duties, powers, authority and responsibilities of the Manager's position that substantially changes the nature of the position and/or the form of government, then the Manager may declare that such amendments constitute a termination.

In the event a termination of the Manager occurs before expiration of the aforesaid term of employment and during such time that Manager is willing and able to perform his duties under this Agreement, then in that event, the City agrees to pay the Manager a lump sum

cash payment equal to ~~twelve (12)~~ six (6) months aggregate salary, allowances, and benefits as severance pay as defined in this Agreement. The Manager shall also be compensated for all accrued and earned vacation leave and personal leave days at the time of termination. However, in the event the Manager is terminated because of his conviction of any illegal act involving personal gain to him, or any felony or entering into a plea or other agreement for such an offense, then in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

- B. In the event Manager voluntarily resigns his position, notwithstanding the resignation provisions in paragraph A above, before expiration of the aforesaid term of his employment, then Manager shall give the City two (2) months notice in advance in Executive Session, unless the parties otherwise agree, and Manager shall not be entitled to any severance pay, as provided in Paragraph A of this Section.

SECTION FIVE: DISABILITY

If Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, the City shall have the option to terminate this agreement, subject to the severance pay requirements of Section Four, paragraph A. However, the Manager shall be compensated for any accrued vacation and other applicable benefits.

SECTION SIX: SALARY

The City agrees to pay the Manager for services rendered pursuant hereto an annual base salary of one hundred and fifty thousand dollars and no cents (\$150,000.00) payable in installments at the same time as other Employees of the City are paid. In addition, the Council agrees to increase said salary and/or other benefits of Manager in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of any initial or annual salary review of said Manager made at the time of the performance evaluation specified in Section Seven. Upon the receipt of satisfactory performance evaluation reviews per Section Seven the Manager shall be granted merit increases to Manager's base salary at the discretion of the Council. In the event the City adopts a practice of cost of living increases or economic adjustment increases for non-bargaining unit managers and employees of the City, such increases shall be provided to Manager's base salary in the same manner as such other managers and employees. In addition, the Council may, at their sole discretion, grant bonuses and/or additional benefits or compensation for performance excellence or meritorious service. The Manager is eligible to participate in any deferred compensation programs offered by the City to its employees. In addition, the City will establish a Section 401(a) deferred compensation program for the City Manager under terms which will permit the City Manager to roll over contributions he has made to 401(a) programs established by previous employers and which will permit the City Manager to take a loan from such 401(a) program.

SECTION SEVEN: PERFORMANCE EVALUATION

- A. The Council shall review and evaluate the performance of the Manager at least once annually. The Council and Manager shall in accordance with specific performance and similar criteria develop said review and evaluation jointly. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation and agreement with the Manager.
- B. On or before April 30th of each year, the Council and the Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations, as specified, and the annual operating and capital budgets and appropriations provided.

SECTION EIGHT: DISABILITY, HEALTH, DENTAL AND LIFE INSURANCE - The City agrees to provide the Manager disability, health, dental, and life insurance as provided for all other non-bargaining unit Managers of the City.

SECTION NINE: PROFESSIONAL DEVELOPMENT – The Manager and the City acknowledge the importance of the continued professional development of the Manager. In this regard, the City agrees to pay for the professional dues associated with the Manager's full participation and membership in the International City/County Management Association (ICMA) and the Illinois City/County Management Association (ILCMA). The City further agrees to pay for reasonable registration and travel expenses associated with the Manager's attendance and participation in the annual conferences of the ICMA and the ILCMA. The City also agrees to pay for reasonable travel and registration costs associated with the Manager's participation in other professional development activities that are deemed appropriate by the City.

SECTION TEN: INDEMNIFICATION – The City agrees to defend, save harmless, and indemnify the Manager against any liability claim or other legal action arising out of any alleged act or omission occurring in the performance of the Manager's duties as City Manager, provided, however, that such indemnification shall not be extended to any criminal acts or acts involving moral turpitude or any judgment representing an award of punitive or exemplary damages in accordance with state statute.

SECTION ELEVEN: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. All provisions of the City Code, and regulations and rules of the City relating to sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Manager as they would to other non-bargaining unit managers of the City, in addition to said benefits enumerated specifically for the benefit of the Manager except as herein provided.
- B. The Manager shall receive four (4) weeks of paid vacation annually, effective and commencing on the first day of his employment, until he reaches the point in the vacation schedule for non-bargaining unit managers of the City where he would be eligible for more

than four (4) weeks vacation, in which case he shall accrue at the same rate as other non-bargaining unit managers of the City.

- C. Allowance for use of personal automobile for City business. The Manager shall receive the amount of \$475.00 (four hundred seventy five dollars) per month to reimburse him for the use of his personal automobile within fifty (50) miles of the City while on City business. The monthly allowance may be raised annually during, and in the same process, as the Manager's salary increase review. The City also agrees to reimburse the Manager for mileage for out-of-town travel associated with City business, at a rate commensurate with the rates provided to other employees of the City.
- D. General Expenses. The City recognizes that certain expenses incurred by the Manager are of a non-personal and generally job-affiliated nature. Within governing policies and practices of the City, the City hereby agrees to reimburse or to pay said general expenses, and the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits. Within governing policies and practices of the City, the Manager shall be issued a City corporate credit card for use in paying for general and other appropriate expenses and the Manager agrees to abide by any rules, regulations, policies and procedures in effect at the time of issuance, or thereafter amended by the City regarding the use of any corporate credit cards or credit accounts.

SECTION TWELVE: NO REDUCTION OF BENEFITS - City shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Manager, except to the degree of such a reduction across-the-board for all non bargaining unit managers of the City.

SECTION THIRTEEN: GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Date: May 12, 2009

Stephen F. Stockton
Mayor, City of Bloomington

ATTEST:

Tracey Covert
City Clerk

Date: May 14, 2009

David A. Hales
City Manager

Mayor Stockton introduced this item. Council had voted to employ David Hales, City Manager, in December 2008. He commenced employment at the City on January 12, 2009. Due to recent change in state law the City Manager's contract could not exceed the term of the Mayor. A new contract had to be approved to accommodate for that change. Mr. Hales had been working as City Manager without a contract. Termination pay was reduced from twelve (12) months to six (6) months. The recommendation was for a four (4) year contract.

Alderman Schmidt thanked Mr. Hales. He had shown leadership and she had faith that he would help the City to see better days. Mayor Stockton stated Council could review the contract at a later date. Mr. Hales understood the agreement was for him. He believed it was a team effort between Mayor, Council and staff. He looked forward to the next four (4) years. He thanked the Council for their trust and confidence in him.

Motion by Alderman Fruin, seconded by Alderman Purcell that the Employment Agreement be approved with the following amendment to the Termination and Severance Pay that the time frame be reduced from twelve (12) to six (6) months, 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, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreements and Resolutions to Adopt a 401 Government Money Purchase Plan

RECOMMENDATION: That the Agreements be approved, the Mayor and City Clerk authorized to execute the necessary documents, and Resolutions be adopted.

BACKGROUND: The City Manager is requesting approval to establish a 401 Governmental Money Purchase Plan (401 MMP) to be administered by ICMA Retirement Corporation. ICMA administers the City's 457 deferred compensation plan and the retirement health savings plan. The Money Purchase Plan will be formatted to accept contributions only from the City Manager

and will permit him to tax defer a percent of his annual salary. The current City Manager has a 401 MMP from his previous employer of West Jordan, Utah and other employers. Establishing this plan will allow him to roll over funds from his West Jordan plan and save for retirement through additional contributions to the same type of plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City Manager and the Compensation and Benefit Manager have each spoken with the City's representative from ICMA Retirement Corporation.

FINANCIAL IMPACT: Contributions to the plan will come solely from the City Manager's salary. There will be no additional contribution required from the City and no administrative fee will be paid to ICMA by the City. The City will recognize savings because it will not be required to contribute to the Illinois Municipal Retirement Fund (IMRF) on the contributions made to the 401 MMP. In addition, the City will save FICA payroll taxes on the MMP contributions because contributions are made on a before tax basis. Since contributions to the City's 457 and Retirement Health Savings plan are already being made each pay period, for other employees, there will be only a small amount of additional administrative work required to make the contributions to the 401 Money Purchase Plan.

Respectfully submitted for Council consideration.

Prepared by:

Laurie Wollrab
Compensation & Benefits Manager

Reviewed as to legal sufficiency:

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT AND RESOLUTIONS 2009 – 25 and 2009 – 26 ON FILE IN CLERK'S OFFICE)

Mayor Stockton introduced this item. He added there was no cost to the City. David Hales, City Manager, addressed the Council. He had moved between states. This was a typical defined contribution plan. The only way to move forward was with Council's approval. It would move existing money. Mayor Stockton question if Todd Greenburg, Corporate Counsel, had reviewed the contract. Mr. Greenburg responded affirmatively and had no objections.

Motion by Alderman Hanson, seconded by Alderman McDade that the Agreements be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolutions be adopted.

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

Ayes: Aldermen Stearns, Huette, Schmidt, McDade, Anderson, Hanson, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

MAYORS' DISCUSSION: Mayor Stockton looked forward to the press conference on May 12, 2009 at 11:00 a.m. There would be some announcements on significant changes in the Police Department. He encouraged the media present to attend same.

CITY MANAGERS' DISCUSSION: David Hales, City Manager, provided handouts which updated revenue sources. One included Sales Tax figures which were in line with projections. The other was Income Tax figures based on population. It was a snapshot of the unaudited report. He also provided a recap of street maintenance as requested by Alderman Stearns. Mayor Stockton questioned the shortfall estimate for the fiscal year end. Mr. Hales would review the projections and report back to Council. Other major revenue lines were also lower.

Alderman Huette questioned the Income Tax decrease. Mr. Hales stated it was distributed state wide and based upon collection and population.

ALDERMENS' DISCUSSION: Alderman Anderson thanked staff and elected officials for the questions that had been answered.

Alderman Stearns looked forward to the press conference. She acknowledged the neighborhood meeting taking place that night. She was encouraged by the direction the Police Department was heading.

Alderman Purcell looked forward to the three (3) year plan. He appreciated the votes by the citizens of Ward 7.

Alderman Fruin questioned if this was Hannah Eisner's, Deputy Corporate Counsel last meeting. He mentioned the intergovernmental cooperation she had been involved in. He wished her the best of luck. Todd Greenburg, Corporate Counsel stated there would be a reception on May 22, 2009 from 2:00 to 5:00 p.m.

Alderman Sage commented on the new communication from the Downtown Bloomington Association (DBA) which included: the US Cellular Coliseum, the Bloomington Center for Performing Arts, Illinois Wesleyan University and the McLean County Arts Center. He liked their approach and the increase in attendance.

Alderman McDade thanked the citizens, Council and staff for the opportunity to serve. She looked forward to the next four (4) years.

Alderman Hanson welcomed Alderman Anderson and McDade. He looked forward to working with them.

Motion by Alderman Schmidt, seconded by Alderman McDade that the meeting be adjourned. Time: 9:20 p.m.

Motion carried.

**Tracey Covert
City Clerk**