

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, JUNE 23, 2014 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Public Comment (*15 Minutes*)**
- 6. Consent Agenda**
 - A. Council Proceedings of June 9, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of June 9, 2014 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Request to Approve a Budget Amendment to the IDHA Grant Fund 2250 and Accept Funding from the Illinois Housing Development Authority's Abandoned Properties Grant Program. (Recommend that the Ordinance Amending the Budget Ordinance to add funds to both the revenue and expenditure accounts in the IDHA Grant Fund 2250 be passed, and the Resolution to accept funding in the amount of \$52,455.06 from the Illinois Housing Development Authority (IHDA) for the Abandoned Properties Program (APP) be adopted.)**
 - D. Request to accept the 2014 Edward Byrne Memorial Grant (JAG) & Approve a Budget Amendment to Account 10015110 - 79134 in the General Fund under Police - JAG Grant Expenditures. (Recommend that the 2014 Edward Byrne Memorial Justice Grant in the amount of \$42,492 be accepted, the agreement with the Town of Normal and the County of McLean be approved, the City Manager and City Clerk be authorized to execute the necessary documents, and that the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 79134 in the General Fund be passed.)**

- E. HGAC (Houston Galveston Area Council) Joint Purchasing Group Application. (Recommend that Council approve the completion and submission of the HGAC Joint Purchasing Application, and the City Manager and City Clerk be authorized to execute the necessary documents.)**
- F. Request to Approve a Budget Amendment to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the BCPA Fund and that Council retroactively authorize the Purchase of Vests and Accessories as the new uniform for the Bloomington Center for the Performing Arts (BCPA) Volunteers. (Recommend that the Ordinance Amending the Budget Ordinance to add funds to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the BCPA Fund be passed, and that the purchase of 238 vests, ties and scarves from RLP Uniforms & Corporate Apparel of Plukemin, NJ plus minimal alterations work be approved, in the amount of \$11,599.12, the Procurement Manager be authorized to issue a Purchase Order in the amount of \$9616.31 for the vests with the balance to be used for ties, scarves and alterations.)**
- G. Analysis of Bids and Approval of the FY2015 Emergency Utility Repair Contract, City Bid 2015-05. (Recommend that the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- H. Analysis of Bids and Approval of the FY 2015 Utility Maintenance Contract, City Bid 2015-04. (Recommend that the prices from George Gildner, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Analysis of Bids and Approval of the FY 2015 Grading & Seeding Contract, City Bid 2015-08. (Recommend that the prices from George Gildner, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- J. Analysis of Bids and Approval of the FY 2015 Small Area Street Resurfacing Contract, City Bid 2015-09. (Recommend that the prices from McLean County Asphalt, Inc. be accepted, in the amount of \$1,000,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- K. Analysis of Bids and Approval of the FY 2015 Emergency Traffic Signal Repair Contract, City Bid 2015-07. (Recommend that the prices from Bodine Electric of Decatur, Inc., Decatur, IL be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- L. Analysis of Bids and Approval of the FY 2015 Traffic Signal Maintenance Contract, City Bid 2015-06. (Recommend that the prices from Bodine Electric of Decatur, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- M. Contract with Laborers International Union Local 362 Inspectors. (Recommend that the Contract be ratified.)**
- N. Advertisements for the Bloomington Center for the Performing Arts (BCPA) in The Pantagraph. (Recommend that formal bid process be waived, the advertising contract with The Pantagraph be approved, in the amount of \$38,000, and the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.)**
- O. A Resolution Establishing Prevailing Wages to be Paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington. (Recommend that the Resolution be adopted.)**
- P. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on July 12, 2014. (Recommend that the Ordinance be passed.)**
- Q. Application of Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd., 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 (change of ownership). (Recommend that an RAS liquor license for Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd, be created, contingent upon compliance with all applicable health and safety codes.)**
- R. Application of HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., currently holding 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 regarding a consolidation to HOA Restaurant Holder, LLC (change of ownership). (Recommend that an RAS liquor license for HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., be created contingent upon compliance with all health safety codes.)**
- S. Lake Bloomington Lease Transfer Petition for Lot 3, Block 1 of Camp Kickapoo, from Danny H. LeSeure to Shannon S. Duvendack. (Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- T. Petition from FOB Development, Inc., Requesting Approval of a Final Plat for the Empire Business Park Subdivision, Seventh (7th) Addition, commonly located at Trinity Ln. and Galena Rd., north of Empire St. (Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner supplying a surety for any uncompleted public improvements and paying the required tap-on fees.**

7. Regular Agenda

- A. Application of GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit Dr., for an EAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (Recommend that an EAS liquor license for GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit Dr., be created, contingent upon compliance with all applicable health and safety codes.) (20 minutes)**
- B. Illinois High-Speed Rail – Chicago to St. Louis – Impacts to Bloomington**
 - i. Presentation by Jim Karch (15 minutes)**
 - ii. Discussion (30 minutes)**
- C. Nicor Natural Gas Utility Tax Audit**
 - i. Presentation by Alex McElroy (10 minutes)**
 - ii. Discussion (10 minutes)**
- D. Coliseum Development and Management Agreement – Ticket Facility Fee and Commissions – City Manager Update (10 minutes)**

8. City Manager’s Discussion

9. Mayor’s Discussion

10. City Aldermen’s Discussion

11. Executive Session – cite section

12. Adjournment

13. Notes



FOR COUNCIL: June 23, 2014

SUBJECT: Council Proceedings of June 9, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of June 9, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of June 9, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for June 9, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of June 9, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:01 p.m., Monday, June 9, 2014.

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

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

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

City Manager David Hales, City Clerk Tracey Covert, and Interim Corporate Counsel Jeff Jurgens were also present.

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

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

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

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

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

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

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

The following was presented:

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

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

BACKGROUND: The proclamation will be presented:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

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

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

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of May 27, 2014

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

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

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

BACKGROUND: The Council Proceedings of May 27, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on June 5, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Renewal of Annual Water Billing Software Maintenance Agreement

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Maintenance Agreement Renewal and Payment to Springbrook Software be approved, in the amount of \$29,733.25, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Account 20900940 - 72130 in the General Fund be passed and that the purchase of one (1) 2015 Ford Interceptor Sedan Police Package Vehicle using the Northwest Suburban

Purchasing Cooperative Contract Number 121 from Currie Motors, Frankfort, IL be approved, in the amount of \$29,111, the Procurement Manager be authorized to issue a Purchase Order.

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

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

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 47

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

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

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit 1

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

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The BCPA is sponsoring two (2) outdoor summer concerts in Lincoln Park. Bayou Bash is scheduled for Saturday, June 21, 2014, and Northern Exposure is scheduled for August 10, 2014. The BCPA has sponsored concerts of this type since 2009. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the fenced event area. Only beer and wine purchased on the premises can be consumed within the designated event area.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 49

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

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

WHEREAS, the BCPA has requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of Bayou Bash at Lincoln Park on June 21, 2014 and for Northern Exposure at Lincoln Park on August 10, 2014.

Section 2: Except for the dates set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Dr. Anupam Radhakrishnan, Director and Applicant's representative, addressed the Commission. Bloom Mart Citgo hoped to sell packaged beer and wine. The store was under

new ownership. Business hours would be 5:00 a.m. until 11:00 p.m., Monday through Saturday and 7:00 a.m. until 10:00 p.m. on Sunday.

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

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

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

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

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

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

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

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on May 5, 2014 in accordance with City Code. In accordance with City Code, approximately nine (9) courtesy copies of the Public Notice were mailed on May 2, 2014. In addition, the Agenda for the May 13, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for a GPBS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Justin Kagy and Tara Gross to allow moderate consumption of alcohol at their June 21, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Tara Gross and Justin Kagy, bride and groom respectively, and requestors.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Justin Kagy, groom, addressed the Commission. Mr. Kagy stated that the wedding and reception were scheduled for June 21, 2014 at the Davis Lodge. The plan included 120 guests. Mr. Kagy added Drifter's, located at 612 N. Main St., would be

retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception was scheduled at Davis Lodge commencing at 3:00 p.m. The reception would end at 11:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

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

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 50

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

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

WHEREAS, Justin Kagy and Tara Gross have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on June 21, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Dan Cavanaugh and Christine Reineke to allow moderate consumption of alcohol at their August 3, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and David Reineke, father of the bride and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. David Reineke, father of the bride, addressed the Commission. Mr. Reineke stated that the wedding and reception were scheduled for August 3, 2014 at the Davis Lodge. The plan included ninety (90) guests. Mr. Reineke added CJ's Restaurant, located at 2901 E. Empire St., would be retained to provide liquor service, which would be limited to beer and wine only. The wedding and reception was scheduled at Davis

Lodge commencing at 3:00 p.m. Food and beverage service would commence at 5:00 p.m. and end at 11:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

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

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 51

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, Dan Cavanaugh and Christine Reineke are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 2:00 p.m. to 11:00 p.m. on August 3, 2014; and

WHEREAS, Dan Cavanaugh and Christine Reineke have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on August 3, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Christopher Gonzales and Trudi Porter to allow moderate consumption of alcohol at their August 23, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Trudi Porter, and Christopher Gonzales, bride and groom respectively, and requestors.

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

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

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 52

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

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

WHEREAS, Christopher Gonzales and Trudi Porter have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on August 23, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Benjamin Chrisman and Margaret Young to allow moderate consumption of alcohol at their September 20, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Margaret Young, bride and requestor.

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

The reception would follow with dinner planned for 5:00 p.m. and end at 10:00 p.m. Quiet hours at the Davis Lodge commence at 10:00 p.m.

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

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 53

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

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

WHEREAS, Benjamin Chrisman and Margaret Young have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on September 20, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

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

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

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

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 54

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE MILLER PARK PAVILION

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

WHEREAS, Garrick Gabbrants and Christine Mikel have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Miller Park Pavilion on November 1, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

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

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

scheduled at the Miller Park Pavilion commencing at 4:00 p.m. The reception would follow immediately and end at 11:00 p.m.

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

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 13, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 55

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE MILLER PARK PAVILION

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

WHEREAS, William Mahrt and Christy Kimly have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Miller Park Pavilion on November 15, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

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

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

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

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed.

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

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

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

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

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

The final plat checklist is attached to this memo.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Wendell Niepagen.

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

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer

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

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

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

Recommended by:

David A. Hales
City Manager

**PETITION FOR APPROVAL OF
EXPEDITED FINAL PLAT**

State of Illinois)
)ss.
County of McLean)

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

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

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

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

Wendell Niepagen

ORDINANCE NO. 2014 - 56

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

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

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

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

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

PASSED this 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert,
City Clerk

EXHIBIT A

Description of Property

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

48 a distance of 235.5 feet; thence East and parallel with the said road 185 feet; thence North and on the East line of said Lot 48 a distance of 235.5 feet to the point of beginning, in McLean County, Illinois.

PIN: 21 - 17 – 351 - 005

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Rezoning Petition be approved and the Ordinance passed.

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

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim Director - PACE

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

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

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Land Trust CC-1 , hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit A presently has a zoning classification of S – 2, Public Lands and Institutions District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R – 2, Mixed Residence District zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

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

Respectfully submitted,

By: Stephen W. Snyder

ORDINANCE NO. 2014 - 58

AN ORDINANCE REZONING A PORTION OF FOX CREEK VILLAGE PUD FROM S – 2, PUBLIC LANDS AND INSTITUTIONS DISTRICT TO R – 2, MIXED RESIDENCE DISTRICT

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

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

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

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

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

PASSED this 9th day of June, 2014.

APPROVED this 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Description of Property to be Re-zoned R - 2

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

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Fiscal Year (FY) 2015 City Manager’s Action Plan

RECOMMENDATION/MOTION: That the FY 2015 City Manager’s Action Plan be adopted.

STRATEGIC PLAN SIGNIFICANCE: This plan will support all six (6) of the City’s Major Goals.

- Goal 1. Financially sound City providing quality basic services.
- Goal 2. Upgrade City infrastructure and facilities.
- Goal 3. Grow the local economy.
- Goal 4. Strong neighborhoods.
- Goal 5. A great place – livable, sustainable City.
- Goal 6. Prosperous Downtown Bloomington.

BACKGROUND: The purpose of the City Manager’s Annual Action Plan is to assess and measure the City Manager’s performance in completing goals and objectives agreed to by the Council and City Manager, per the City Manager’s employment contract.

The FY 2015 City Manager’s Action Plan was presented at the Committee of the Whole Meeting on January 21, 2014. Council was asked to give input over the last few months. The plan presented today is the result of the Council and City Manager’s input.

The changes made from the original version presented on January 21 are the following:

- Revitalizing Our City Government was removed due to lack of funding.
- Sanitary Sewer and Storm Water Master Plans were combined into one action item.

A detailed project management task list and timeline will be created for each major task. These project management documents will be distributed to the Council at the June 16, 2014 Committee of the Whole meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Katie Buydos, Executive Asst.

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 29, Section 194B of the City Code Pertaining to the Seizure and Impoundment of Vehicles Used in Violation of Certain Criminal Offenses

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: For several years, the City Code has provided for the towing and impoundment of vehicles used in the commission of certain criminal offenses. These are vehicles used in criminal offenses as provided for by State law. The proposed ordinance makes the following primary changes to the Code as it now stands:

1. Simplified fee structure: the Ordinance replaces the two tier fee structure, where vehicles impounded for some offenses were charged a fee of \$250, while vehicles impounded for other offenses were charged a fee of \$500, with a single fee of \$400 for all vehicles impounded.

2. The Ordinance codifies the existing practice of allowing owners or lessees of impounded vehicles an opportunity to dispute the impoundment on the basis that there was not probable cause to believe the vehicle had been used in the commission of an offense, or that the vehicle had been stolen, and sets forth adjudication procedures.

This Ordinance was developed by the Police and Legal Departments and implements best practices and procedures for vehicle impoundments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The recommended changes are estimated to be net neutral in the General Fund.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Asst. Corporation Counsel

Reviewed by: Kenneth Bays, Asst. Police Chief

Financial & budgetary review by: Carla Murillo, Budget Manager

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 59

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 29,
SECTION 194B – VEHICLE SEIZURE AND IMPOUNDMENT**

SECTION 1. That the Bloomington City Code shall be and is hereby amended by repealing Chapter 29, Section 194B, in its entirety, and by replacing same to read as follows:

SEC. 194B VEHICLE SEIZURE AND IMPOUNDMENT.

(a) Fee, Seizure and Impoundment. Vehicles used in the offenses listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b) are hereby declared contraband and subject to seizure and impoundment. The impoundment of any vehicle used in the commission of any of the foregoing offenses shall subject the owner to an administrative fee of \$400.00 plus costs of towing and storage.

(b) Removal and Seizure. Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this Section, the police officer may cause the vehicle to be removed and relocated to a secure location. The officer shall inform any person in control of the vehicle of the seizure and the right to a prompt probable cause hearing and an administrative impoundment hearing as provided in this Section.

At the time the vehicle is towed, the officer shall notify or make a reasonable attempt to notify the owner, lessee, or person identifying himself or herself as the owner or lessee of the vehicle, or any person who is found to be in control of the vehicle at the time of the alleged offense, of the fact of the seizure and of the right of the vehicle owner or lessee to an administrative hearing. The police officer shall also provide notice that the motor vehicle will remain impounded pending the completion of an administrative hearing, unless the owner or lessee of the vehicle, or a lienholder, posts with the municipality a bond equal to the administrative fee as provided by this Section and pays for all towing and storage charges.

(c) Notice. The City will provide the registered owner or lessee of the vehicle and any lienholder of record with a notice of hearing. The notice shall:

1. be served upon the owner, lessee, and any lienholder of record either by personal service or by first class mail to the interested party's address as registered with the Secretary of State;
2. be served upon interested parties within 10 days after a vehicle is impounded by the City; and
3. contain the date, time, and location of the administrative hearing. An initial hearing shall be scheduled and convened no later than 45 days after the date of the mailing of the notice of hearing.

(d) Prompt Probable Cause Hearing. At any time prior to an administrative impoundment hearing, at the request of the owner of a vehicle or a person with authority from an owner, the Police Chief or his designee shall hold a prompt probable cause hearing. Said hearing shall occur within 24 hours of the request, excluding Saturdays, Sundays and holidays. At the hearing, any interested person shall be given a reasonable opportunity to be heard and present evidence. Formal rules of evidence shall not apply, and hearsay evidence shall be admissible. At the prompt probable cause hearing, the Police Chief or his designee shall determine whether probable cause exists for the seizure and impoundment of the vehicle pursuant to this Section and, if asserted by the owner, whether the vehicle was stolen from the owner. If the Police Chief or his designee determines that probable cause exists for the continued impoundment of the vehicle, the Police Chief or his designee shall order the vehicle held pending an impoundment hearing or payment of the bond and any towing and storage fees due. If the Police chief or his designee determines that probable cause for impoundment does not exist or that the vehicle was stolen from the owner, the Police Chief or his designee shall order the immediate release of the vehicle without payment of any penalties, fees or costs.

(e) Administrative Impoundment Hearing. A hearing officer designated by the City Manager shall hold an administrative impoundment hearing within 45 days of the notice of impoundment hearing sent pursuant to subsection (c) of this Section. A person seeking the hearing may waive the foregoing time restraint. At the impoundment hearing, any interested person shall be given a reasonable opportunity to be heard. Formal rules of evidence shall not apply, and hearsay evidence shall be admissible. The impoundment hearing shall comply with the requirements set forth in Section 11-208.7 of the Illinois Vehicle Code, 625 ILCS 5/11-208.7. At the impoundment hearing, the hearing officer shall determine by a preponderance of the evidence whether the vehicle was used in violation of a listed offense or whether the vehicle was stolen from the owner. If the hearing officer determines that the vehicle was not utilized in violation of any offense listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b), or that the vehicle was stolen from the owner, the hearing officer shall order the immediate release of the vehicle without payment of any administrative fee and the expeditious return of any bond or fee already paid by the vehicle owner or his agent. Any bond or fee returned shall be to the person who paid the bond or fee, unless directed otherwise by that person. Any person claiming a vehicle ordered released under this subsection shall have seven days from the date of the order of release within which to claim the vehicle without accruing additional storage charges; thereafter, the person claiming the vehicle shall be responsible for paying any and all storage charges that accrue. If the hearing officer determines the vehicle was used in the commission of a listed offense, the hearing officer shall order the vehicle held pending payment of the fee and any towing and storage fees which may be due.

(f) Innocent Defendant. In the event that a person is acquitted of all charges stemming from the incident for which the vehicle was impounded or is not charged within six months for any offense stemming from the incident for which the vehicle was impounded, that person may apply to the Police Chief for a full refund of any bond or administrative fee paid to release the vehicle. A disposition of court supervision will be considered as a conviction and not an acquittal. Participation in a diversion program or similar program to avoid judicial consequences shall not be considered an acquittal for purposes of this Section. A plea agreement which calls for the dismissal of the charge for which the vehicle was impounded in exchange for

a guilty plea to any other charge shall not be considered an acquittal for purposes of this Section. The Police Chief shall refund any bond or administrative fee paid, if an acquittal occurs or if charges are not likely to be brought within 6 months. Any fee or bond returned shall be to the person who paid the bond or fee, unless directed otherwise by that person. Any person claiming a vehicle ordered released under this subsection shall have seven days from the date of the order of release within which to claim the vehicle without accruing additional storage charges; thereafter, the person claiming the vehicle shall be responsible for paying any and all storage charges that accrue.

(g) Release of Vehicle. A vehicle seized and impounded under this Section shall be released to the owner or the owner's agent upon payment of the bond or administrative fee and all towing and storage fees accrued. Payment of the bond or administrative fee and towing and storage fees does not waive an owner's right to an impoundment hearing.

(h) Unclaimed Vehicle. Any vehicle not claimed by its owner or other interested party within thirty-five days after the impoundment hearing shall be considered abandoned and sold pursuant to State law. An owner or interested party may claim his/her vehicle by paying the administrative fee, towing and storage fees any time prior to sale of the vehicle.

(i) Nothing in this section shall be construed to prohibit the holding, forfeiture or impoundment of any vehicle pursuant to any other law or statute.

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

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

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

SECTION 5. This Ordinance shall be effective ten (10) days after the date of its publication.

PASSED this 9th day of June, 2014.

APPROVED this 10th day of June, 2014.

APPROVED:

Tari Renner,
Mayor

ATTEST:

Tracey Covert,
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve a Budget Amendment to Account 40100100 – 70050 in the Capital Improvement Fund and Prepare Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Account 40100100 – 70050 in the Capital Improvement Fund be passed, the proposal from Walker Restoration Consultants for Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure be approved, in the amount of \$155,250, the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective d. Well-designed, well-maintained City facilities emphasizing productivity and customer service. Procurement of engineering services will address the structural deficiency issues identified in the Pepsi Ice Center Parking Structure and provide the necessary professional skills, expertise, and oversight to ensure successful completion of the project.

BACKGROUND: Walker Restorations (Walker) conducted a condition appraisal of the Pepsi Ice Center Parking Structure and identified approximately \$1.2 to \$1.6 million in known repairs that are associated with deficiencies in the initial design and construction. These known repairs generally consist of external post-tensioning strengthening of the double tee, Fiberglass Reinforced Polymer (FRP) repairs to the load-bearing spandrel panel and FRP repairs to the exterior columns on the north and south elevations.

This proposal is to perform the necessary predesign evaluation, design the appropriate known repairs, prepare necessary construction documents to allow bidding by qualified contractors, as well as providing site observation during the construction process.

Staff recommends waiving the bidding process and approving a professional engineering services contract with Walker due to their familiarity with the structural defects and deficiencies in the parking structure. This existing knowledge positions Walker to be the best suited to prepare the construction documents as well as oversee the construction administration. Walker is considered to be one of the premier engineering firms both in the state and the Midwest. Walker has experts in the field that is critical given the serious and complex nature of the deficiencies that have been identified. Walker is also actively involved in the mediation and arbitration process and will be able to capitalize on any new findings or developments that arise during this process and immediately give consideration as to whether or not the repair work may need to be modified.

It is imperative to this project that there is a robust construction administration component to ensure the repairs restore structural integrity to the parking structure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Holland & Knight LLP.

FINANCIAL IMPACT: Since the total costs of this project are sizeable, unknown, and subject to a potential reimbursement; it is recommended by Finance that General Fund balance be utilized in the short term for all related costs until the design and repair of the garage is complete. Once full project costs are known the City can execute a short term debt instrument to reimburse General Fund balance and finance the project until reimbursement can be achieved. The City's General Fund balance is limited and will be further impacted by upcoming year end budget transfers related to FY 2014 and therefore, this financing approach has been recommended.

Respectfully submitted for Council consideration.

Prepared by: Alexander S. McElroy, Asst. to the City Manager

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

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 48

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

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

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 9th day of June, 2014.

APPROVED the 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit 1

Account	Fund	Account Description	Amount
40100100 – 70050	Capital Improvement Fund	Increase line item to fund engineering services for the repair of the Pepsi Ice Center Parking Garage	\$155,250
		Net Budget Increase	\$155,250

PROJECT UNDERSTANDING

The Pepsi Ice Center Parking Structure is located at the corner of Lee and Olive Streets, Bloomington, Illinois. Walker Restoration Consultants conducted a condition appraisal of this parking structure and identified approximately \$1.2 to \$1.6 Million in known repairs that are associated with deficiencies in the initial design and construction. These known repairs generally consist of external post-tensioning strengthening of the double tee, FRP repairs to the load-bearing spandrel panels and FRP repairs to the exterior columns on the north and south elevations.

To this point, the focus has been on evaluating the elements that are exhibiting distress for likely causes. Some additional evaluation will be required to confirm details necessary for the design of appropriate repairs. Also, as the evaluation that has been done to this point reveals a systemic design/construction error, evaluation of the lateral load system is also prudent. While the gravity load system has likely experienced a significant portion of its design load, the lateral load system is designed to resist earthquake and high wind loading, relatively rare events. Thus they may still have latent defects that have not revealed themselves. If our evaluation reveals repairs are necessary to the lateral load system, then the design of those repairs will be part of a separate proposal.

This proposal is to perform the necessary predesign evaluation, design the appropriate known repairs and prepare necessary construction documents to allow bidding by qualified contractors, as well as providing site observation during construction as per the included scope of services.

Scope of Services

This proposal includes four phases – predesign evaluation, the development of the construction documents for the known repairs, assistance during bidding and construction administration services. These phases are described below along with a list of the tasks that Walker will perform during these phases.

Phase 1 – predesign services

1. Retain a testing company to evaluate the location of the reinforcing steel (including both mild steel and prestressing tendons) using Ground Penetrating Radar. The elements anticipated to be reviewed include:

- a. Shear Wall: One shear wall over its full height as accessible.
 - b. Lite Wall: One lite wall section over its full height.
 - c. Interior column: One column as accessible
 - d. Uncracked double tee: Two uncracked double tees – one in the middle bay of the lower level, and one in the roof level.
2. Retain a contractor to expose critical details. These include
 - a. The post-tensioning tendons in the one of the cracked double tees and two of the uncracked double tees to directly confirm tendon size.
 - b. The connection between the shear walls and the foundations.
 3. Review the calculations prepared by the original designer of record for the lateral loading system of the parking structure. Perform limited calculations if necessary to supplement the original calculations and compare to current code requirements.
 4. Review the calculations prepared by the original designer of record and the shop drawings for the uncracked double tees. Perform limited calculations if necessary to supplement the original calculation and compare to current code requirements.
 5. Review the calculations prepared by the original designer of record and the shop drawings for the interior columns. Perform limited calculations if necessary to supplement the original calculation and compare to current code requirements.

Phase 2 – CONSTRUCTION Documents for known repairs

1. Develop appropriate calculations and repair details for the repairs outlined above.
2. Prepare repair documents, including drawings and specifications for the repairs.
 - a. The front end documents will require the Contractor to submit a detailed construction schedule and phasing plans.
3. Prepare Instructions to Bidders and a set of General Conditions that include site-specific instructions and special requirements with respect to minimizing dust and disruption.
4. Either prepare front end documents based upon standard AIA documents or prepare and submit the necessary information for the City of Bloomington to complete their front end documentation.
5. Submit the Construction Documents for your review and comment.
6. Meet with representatives of the City of Bloomington to receive your comments and discuss any questions you may have.
7. Incorporate your comments into the Construction Documents.

Phase 3 – Bidding Services

1. Provide a list of four recommended general contractors who are capable of and experienced in performing this type of work. Provide a set of construction documents in pdf format to each of the four contractors for use in bidding.
2. Conduct a pre-bid conference on site for bidding general contractors to answer questions and review the limitations and extent of work required by the construction documents.
3. Answer technical questions during the bidding process and issue addendum, if needed.
4. Assist in the evaluation of bids, including the submitted contractor qualifications, and negotiations with contractors bidding on the repair work and make a recommendation for awarding the contract.

Phase 4 – Services During construction (18 Site Visits/Meetings Total)

1. Assist the Contractor in obtaining necessary permits by sealing necessary plans by a licensed structural engineer in the State of Illinois, answering questions posed by the City and making minor changes to the drawings as necessary.
2. Conduct a pre-construction conference at the construction site to review the requirements of the project.
3. Review shop drawings and material submittals to be received from the general contractor as required by our Construction Documents.
4. Conduct up to sixteen site observations visits during the repairs at approximately bi-weekly intervals to review construction for general conformance with the design intent of the specifications and drawings. Provide field reports at the end of each site visit documenting the work observed and clarifications to the construction drawings.
5. Work with the Owner to procure the services of a Testing Agency to provide materials testing, typically paid for by the Owner. Walker will assist in defining requirements for the Testing Agency.
6. Review and comment on all testing reports supplied to us by the Testing Agency.
7. Coordinate and attend regularly scheduled progress meetings at approximately monthly intervals during construction to review project progress. It is anticipated that the progress meetings will be conducted in conjunction with site observation visits to minimize the total number of site visits.
8. Review and approve monthly pay requests. Review change order requests.

9. Make a final punch list visit towards the project completion.
10. Assist in resolution of field problems, when necessary.

Schedule

The predesign services will require approximately two to three weeks to complete. Preparation of the appropriate construction documents for bidding will require approximately 6 to 8 weeks once we receive the notice to proceed. The construction project should be anticipated to require approximately six to eight months, weather permitting.

Professional Fee

We propose to provide the above services for the fees shown in the attached table in accordance with the attached Walker General Conditions of Agreement. We proposed to provide the Phase 1 and 2 services on a lump sum basis for the fees shown in the table. We propose to provide the Phase 3 services on an hourly basis, according to the attached hourly rates. The fees shown in the table for this phase are budget estimates. Reimbursable expenses shall mean the reasonable cost of the following: transportation and subsistence of principals and employees when travelling in conjunction with the work; toll telephone calls and facsimiles; postage and courier fees; reproduction of reports, drawings, specifications and similar project related items.

Phase	Professional Fees	Expenses
Phase 1 – Predesign Survey	\$22,000	\$1,000
GPR		\$3,000
Contractor		\$3,000
Phase 2 – Construction Documents (Lump Sum)	\$48,000	\$1,000
Phase 3 – Bidding Services (Lump Sum)	\$11,000	\$1,250
Phase 4 – Construction Administration (Hourly Budget Estimate)	\$55,000	\$10,000
TOTAL FEE PROPOSED	\$136,000	\$19,250

Trusting the foregoing meets with your approval, please sign and return one copy of this proposal to signify your acceptance and notice to proceed.

We appreciate this opportunity to present our services to the City of Bloomington and Holland and Knight, and hope we may hear favorably from you.

Regards,

WALKER RESTORATION CONSULTANTS

Kyle Stanish, Ph.D., S.E., P.E.
Project Manager

Daniel E. Moser, S.E., P.E.
Principal and Restoration Dept. Head

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

Holland and Knight as Agent for City of Bloomington

PEPSI ICE CENTER PARKING STRUCTURE CONSTRUCTION DOCUMENTS

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

SERVICES

Walker Restoration Consultants, as a Division of Walker Parking Consultants/Engineers, Inc. (WALKER) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed, plus reimbursable expenses. Reimbursable expenses will be billed at reasonable cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, the CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

OWNERSHIP OF DOCUMENTS

All documents prepared or provided by WALKER are and remain the property of WALKER as instruments of service, however this shall not limit the CLIENT'S right to use the documents for municipal purposes, including but not limited to the CLIENT'S right to use the documents in an

unencumbered manner for purposes of remediation, remodeling and construction. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

STANDARD OF CARE

WALKER will perform the services called for in the attached letter and this agreement in accordance with generally accepted standards of the profession. No other warranty, express or implied, is made. WALKER's liability to CLIENT and all persons providing work or materials to this project as a result of acts, errors or omissions of WALKER shall be limited to \$1,000,000 per occurrence. WALKER shall maintain insurance in amounts no less than those set forth below in full force and upon execution of the Agreement shall provide a certificate evidencing such coverage promptly following CLIENT'S request therefore.

COVERAGES

LIMITS OF LIABILITY

Workmen's Compensation Insurance or self-insurance, including Employer's Liability	\$1,000,000 Employers Liability Limit
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Business Automobile Liability Insurance	\$1,000,000 Combined Single Limit

Any estimates or projections provided by WALKER will be premised in part upon assumptions provided by the CLIENT. WALKER will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, WALKER makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.

PRINCIPALS	
Senior Principal	\$280.00
Principal	\$230.00
PROJECT MANAGEMENT	
Senior Project Manager	\$220.00
Project Manager II	\$185.00
Project Manager I	\$165.00
Assistant Project Manager	\$145.00
DESIGN	
Senior Engineer / Senior Architect	\$180.00
Engineer II / Architect II	\$155.00
Engineer I / Architect I	\$135.00

TECHNICAL	
Senior Technician	\$130.00
Project Technician	\$115.00
SUPPORT	
Senior Administrative Assistant / Business Manager	\$90.00
Administrative Assistant	\$70.00

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

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

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

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

Motion by Alderman Stearns, seconded by Alderman Fazzini that the Ordinance Amending the Budget Ordinance to add funds to Account 40100100 – 70050 in the Capital Improvement Fund be passed, the proposal from Walker Restoration Consultants for Repair Documents and Construction Observation Services for the Pepsi Ice Center Parking Structure be approved, in the amount of \$136,000, the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Special Use be approved and the Ordinance passed.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to approximately sixty-nine (69) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

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

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

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

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

Recommended by:

David A. Hales
City Manager

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

State of Illinois)
)ss.
County of McLean)

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

Now comes Illinois Wesleyan University hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of R - 1C, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 7, 30 (K) of said City Code, Parking Lots are allowed as a special use in a R - 1C zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the R - 1C zoning districts;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the R - 1C, zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

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

Respectfully submitted,

J. Blumberg, CPE
Illinois Wesleyan University

ORDINANCE NO. 2014 - 57

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

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

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

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

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

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

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

PASSED this 9th day of June, 2014.

APPROVED this 10th day of June, 2014.

APPROVED

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Description of Property

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

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

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

PIN 14 – 33 – 404 – 021

Alderman Schmidt left the dais.

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

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

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

Nays: None.

Motion carried.

Alderman Schmidt returned to the meeting.

The following was presented:

SUBJECT: Text Amendment to Chapter 2. Administration, regarding Structure of the City Legal Department and Agreement with Sorling, Northrup, Hanna, Cullen & Cochran, Ltd. to Provide Legal Services

RECOMMENDATION/MOTION: That the Text Amendment be approved, the Ordinance passed, the Agreement approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City Manager is proposing utilizing a hybrid method of providing legal services to the City, including the use of limited in-house staff and outside counsel. Since January 2014, Jeffrey R. Jurgens, a partner at the law firm of Sorling Northrup, has served as the City's Interim Corporation Counsel. The proposed contract will extend this relationship and formally appoint Mr. Jurgens, through Sorling Northrup, as the City's Corporation Counsel. Along with Mr. Jurgens, the City will also be working closely with another attorney from Sorling Northrup, Angela Fyans Jimenez, who has close to ten (10) years experience as a senior staff attorney for the City of Springfield. Sorling Northrup has approximately thirty (30) other attorneys who will also be available to the City, as needed. Through the contract, the City has negotiated discounted rates with Mr. Jurgens and the other attorneys at Sorling Northrup. Both Mr. Jurgens and Mrs. Fyans-Jimenez, will bill at \$175 and their travel time will be discounted. Other partners of the firm will bill at \$200 per hour and associates at \$175 per hour. Through this contract, Mr. Jurgens will be the primary attorney to attend City Council meetings and will oversee the staff within the City's legal department, including the two in-house staff attorneys. Mr. Jurgens is planning a major restructuring of how legal services are provided to the City, with a goal of providing valued advice and services both quickly and efficiently. The contract does not prevent the City from utilizing other attorneys as it deems fit and may be terminated by the City without cause.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Interim Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE 2014 - 60

**AN ORDINANCE AMENDING CHAPTER 2. ADMINISTRATION
OF THE CITY CODE REGARDING THE CITY'S LEGAL DEPARTMENT**

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

SECTION 1. That Chapter 2, Article III, Sections 48, 49, 50 and 52 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Section 48: Legal Department - Composition; Qualifications.

(a) Functions. Except as authorized by the City Council from time to time, all of the legal activities of the City are assigned to the Legal Department of said City. The Legal Department shall conduct all such legal affairs of the City. (Ordinance No. 1981 - 69)

(b) Composition. The Legal Department shall consist of a Corporation Counsel and such assistants as may be authorized by budget. The Corporation Counsel shall be the responsible head of the Legal Department with full authority to direct the activities of the Department. (Ordinance No. 1981 - 69)

(c) Appointment by Manager. The Corporation Counsel shall be appointed by the City Manager.

(d) In lieu of the Corporation Counsel being an employee of the City, upon the recommendation of the City Manager, the City may contract with an outside attorney and/or firm to perform the functions of the Corporation Counsel and to supplement the legal functions and services to the City.

Section 49: Qualifications of Attorneys; Time to be Devoted to Duties.

The Corporation Counsel and any ~~Assistants~~ duly appointed in-house staff attorneys shall be or become practicing members of the Bar of McLean County, be of good standing therein, and be otherwise qualified by law to serve as legal officers of the City. They shall devote their time and energies as either full-time or contractual employees to the discharge of their official duties to the extent that such duties require.

Section 50: Private Practice.

In-house staff attorneys ~~Members~~ of the Legal Department shall not engage in the practice of law for clients other than the City without permission of the City

Manager. In determining whether to authorize such practice the City Manager shall determine whether the practice would interfere with such member's duties to the City and the appearance of any impropriety in such practice.

Section 52: Compensation.

(a) The members of the Legal Department shall receive such salary as is provided by ordinance or fees as provided by contract.

(b) Additional Compensation. The officers of the Legal Department shall not receive any additional compensation in addition to their salaries, or fees, as may by ordinance be set forth.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 6. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 9th day of June, 2014.

APPROVED this 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

AGREEMENT FOR PROVISION OF LEGAL SERVICES

THIS AGREEMENT FOR PROVISION OF LEGAL SERVICES (this "Agreement") is made this day of June 2014 ("Effective Date") by and between JEFFREY R. JURGENS, in his capacity as a shareholder at Sorling Northrup ("Jurgens"), SORLING, NORTHRUP, HANNA, CULLEN & COCHRAN, LTD., an Illinois corporation ("Sorling Northrup"), and THE CITY OF BLOOMINGTON (the "City") (Jurgens, Sorling, and the City may be referred to collectively as the "Parties.")

RECITALS

WHEREAS, the City seeks to use the services of Sorling Northrup, and specifically Jurgens as the City's Corporation Counsel; and

WHEREAS, Jurgens is a shareholder in the law firm Sorling Northrup and previously served as the Interim General Counsel for the City; and

WHEREAS, Sorling Northrup is a law firm that has been in existence for over 50 years with offices in Springfield, Peoria, and Chicago, with over 30 attorneys; and

WHEREAS, Sorling Northrup does not represent developers within the City of Bloomington and has no apparent conflicts with the work to be performed for the City; and

WHEREAS the City may, from time-to-time, assign legal matters to other outside counsel.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Corporation Counsel. The City hereby agrees to engage the services of Sorling Northrup, and specifically Jurgens, as the City's Corporation Counsel and Sorling Northrup and Jurgens hereby agree to provide legal services in that capacity. Angela Fyans Jimenez, another attorney at Sorling Northrup, will be a primary attorney assigned to perform work for the City and may be known as the Deputy Corporation Counsel. It is further understood that other attorneys at Sorling Northrup may be assigned projects by Jurgens for specialized projects or when the workload demands. As Corporation Counsel, Sorling Northrup and Jurgens shall be responsible, with assistance from existing staff within the Legal Department and under the direction of the City Manager, for handling the City's legal needs, including but not limited to the day-to-day legal work, providing legal advice to the various departments of the City, the City Manager, the Mayor, the City Council, and handling other legal matters including overseeing the prosecution of City Code violations, advising on employment and labor matters, handling and overseeing litigation involving the City, advising and working on zoning and development

matters, overseeing and working with existing legal staff within the Legal Department, assisting with the drafting of policies and protocols, and other projects as assigned. Nothing herein, however, shall prevent the City from using other attorneys to handle matters as desired outside of Sorling Northrup for any matter or project. Sorling Northrup shall provide at least one attorney on-site every day of the week who shall work from the City's offices, unless in isolated cases as otherwise arranged with the City Manager. Jurgens shall be on-site two to three days a week and Fyans will be on-site two to three days a week, unless in isolated cases as otherwise arranged with the City Manager. Beyond the on-site representation, the attorneys of Sorling Northrup shall be available to the City on a 24-hour basis and shall work on the City's projects offsite as needed.

Section 1.02. Meetings. Sorling Northrup attorneys shall be responsible for attending City Council meetings and other City meetings where the City Manager requests an attorney be present. Other attorneys within the Legal Department may be assigned to attend various board and commission meetings. In addition, Sorling Northrup shall assign, in consultation with the City Manager, an attorney to work directly with the various departments and said attorneys, and/or staff attorneys, shall meet on a weekly basis with such department directors and/or staff unless otherwise arranged. Attorneys from Sorling Northrup shall also meet periodically, and when requested, with the City Manager to discuss various legal projects and City matters.

Section 1.03. Use Of Outside Counsel. When outside counsel is used, an attorney from Sorling Northrup shall not be involved, unless requested by the City Manager to supervise and coordinate such matters. The City acknowledges that there may be certain matters in which Sorling Northrup recommends the use of attorneys beyond those at Sorling Northrup (e.g., TIF work) and shall communicate any such matters as they arise to the City Manager.

SECTION 2 FEES

Section 2.01. Fees For Sorling Northrup. Sorling Northrup shall provide the City with discounted fees from its standard rates of \$270 per hour. To that end, the City hereby agrees to pay Sorling Northrup \$200 per hour for any work performed by shareholders of the firm (except Jurgens), \$175 per hour for any work performed by non-shareholders of the firm and Jurgens, and \$125 per hour for any work performed by paralegals. Fyans shall also work at \$175 per hour. Jurgens and the City Manager shall review the fees at least on a quarterly basis to ensure Sorling Northrup is within the projected City's budget for legal expenses. The City Manager shall have the discretion to review the hourly rates and increase same on an annual basis if such increases do not exceed \$10.00 per hour.

Section 2.02. Costs. Any related costs of the representation (i.e., postage, computer legal research), except mileage, shall be billed by Sorling Northrup to the City. Any required travel time shall be billed at half of the billing rate and mileage shall not be charged to the City, except that Jurgens shall not charge for travel time or for mileage. The City may request documentation to support any related costs which are invoiced by Sorling Northrup, and may deny payment of costs if the documentation is not provided within thirty days. The City may continue to provide supplies at the City Hall for use by the Sorling Northrup attorneys, including copy paper, pens,

legal pads, etc. Computers and a printer/photo copy machine shall also be provided for use by the Sorling Northrup attorneys at City Hall, as well as office space.

Section 2.03. Independent Contractors. Jurgens and Sorling Northrup shall function under this Agreement as independent contractors and not as employees of the City.

Section 2.04. Payment and Billing Methods. The Parties agree to adhere to the Payment and Billing Methods as provided in the Engagement Letter between Sorling Northrup and the City, which is attached as Appendix A. If there are any conflicts between the Engagement Letter and this Agreement, the provisions of this Agreement shall control.

SECTION 3 DURATION AND TERMINATION OF AGREEMENT

Section 3.01. Effective and Termination Dates. This Agreement shall become effective on the date it is signed by all Parties. This Agreement shall govern the Parties' relationship until it is terminated. Any party may terminate this Agreement at any time or for any reason by providing written notice of termination to each of the other Parties. Sorling Northrup shall provide at least 10 days advance written notice if it desires to terminate the agreement. No advance notice shall be required by the City if it desires to terminate this Agreement or to utilize another attorney outside of Sorling Northrup for a project.

Section 3.02. Transition Following Termination. If this Agreement is terminated under the provision of Section 3.01, Jurgens and Sorling Northrup agree to fully cooperate in the transition of all pending legal matters to the attorneys and/or law firms designated by the City. Jurgens and Sorling Northrup will be paid at the rates specified in Section 2 of this Agreement for all time reasonably spent transitioning the City's legal matters.

SECTION 4 PROFESSIONAL LIABILITY INSURANCE

Section 4.01. Professional Liability Insurance. Sorling Northrup agrees to maintain a professional liability insurance policy which shall cover all work performed by Jurgens and any other Sorling Northrup partner, associate, or employee who performs work on behalf of the City of Bloomington. The coverage limit for such professional liability insurance shall not be less than \$3,000,000.

SECTION 5 ADDITIONAL PROVISIONS

Section 5.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Except as provided in Section 1 of this Agreement, neither Party may assign its rights or delegate its duties

hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 5.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 5.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Sorling Northrup and Jurgens' duties as Corporation Counsel for the City and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all previous written agreements, proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 5.05. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the Parties hereto.

Section 5.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 5.07. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as email or facsimile machine provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notice shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to Jurgens or Sorling Northrup:	Jeffrey R. Jurgens Sorling Northrup 1 North Old State Capitol Plaza Suite 200 Springfield, IL 62705 jjurgens@sorlinglaw.com Facsimile: (217) 522-3173
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If to the City: David A. Hales
City of Bloomington
109 East Olive Street
Bloomington, IL 61701
dhales@cityblm.org
Facsimile: (309) 434-2802

Section 5.08. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.09. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 5.10. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 5.11. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 5.12. Documents. All reports, documents, data, and other material constituting the work product of Jurgens or the attorneys of Sorling Northrup shall become the property of the City and title thereto shall be in the City following payment in full of any sums due. Jurgens and Sorling Northrup shall, however, have the right to maintain for their own files and use copies of such reports, documents, data, and other materials constituting their work product.

Section 5.13. Conflicts. Jurgens and Sorling Northrup agree that they will not engage in any services for any person, firm, corporation, public corporation or otherwise whereby there would result in a conflict of interest with the services required to be performed by this Agreement, except in such instances where full disclosure of said conflict of interest has been made to the City Manager and the city has executed a written waiver of such conflict of interest.

Section 5.14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SORLING NORTHRUP,

By _____
Name: _____
Title: _____

Date: _____

JEFFREY R. JURGENS, IN HIS CAPACITY AS
A SHAREHOLDER AT SORLING NORTHRUP

By _____
Name: *Jeffrey R. Jurgens, Shareholder*

Date: _____

CITY OF BLOOMINGTON

By _____
Name: *David A. Hales*
Title: *City Manager*

Date: _____

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

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

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

been a challenge. He had considered both alternatives. Mr. Jurgens had performed. He noted Mr. Jurgens' productivity. Currently, Mr. Jurgens was addressing the City's legacy agreements. Policies/procedures would be drafted to protect the City. He had admired Mr. Jurgens performance. He believed that this agreement was in the best interest of the City. The City would achieve economies. Mr. Jurgens would also bring Angela Fyans Jimenez to the City. He noted Ms. Fyans Jimenez's experience in the area of labor law, collective bargaining and public safety. These two (2) individuals would equate to one (1) full time equivalent. Mr. Jurgens and Sorling Northrup would raise the legal services bar. He noted the support that would be given to the Mayor, Council and departments. There would be improvements made to internal customer service. Mr. Jurgens had provided good legal advice in draft agreement. He anticipated that there would be challenges. He addressed cost comparisons. He restated Mr. Jurgens' municipal law experience. The City's in house attorneys would also benefit from Mr. Jurgens' leadership. In the next year, the City would reduce its reliance on outside legal counsel. Sorling Northrup would be paid \$175 per hour. The City would not incur any benefit and/or pension costs. There was no long term financial risk. The City would benefit from this hybrid system. It would bring stability to the Corporation Counsel Office. It would bring closure to various issues. He restated the City's experience with other firms. He noted Mr. Jurgens and Sorling Northrup's reputations and the firm's Central Illinois location. Mr. Jurgens and Sorling Northrup brought expertise and competency. He respectfully requested Council approval of both the Text Amendment and agreement.

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

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

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

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

Mr. Hales noted that professional services were problematic. Legal services were not a commodity. He had evaluated the reputation, character and integrity of Mr. Jurgens

and Sorling Northrup. He cited Mr. Jurgens productivity and results. He had looked at a variety of individuals and firms. Municipal law offered a limited field of attorneys. He cited concerns regarding public documents.

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

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

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

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

Motion by Alderman Black, seconded by Alderman Fazzini that the Text Amendment be approved, the Ordinance passed, the Agreement approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Alderman Stearns.

Motion carried.

The following was presented:

SUBJECT: Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment

RECOMMENDATION/MOTION: That the formal bid process be waived, the Agreement with Motorola Solutions, a State sanctioned Sole Source Provider, for the Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment be approved, in the amount of \$842,607, the Mayor and City Clerk be authorized to execute the necessary documents, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. This agreement allows for the necessary upgrades for the Communications Center dispatch consoles to continue providing efficient emergency communications services for the Police and Fire Departments. Objective 1e. Partnering with others for the most cost-effective service delivery. This agreement provides the needed equipment for the Fire Department to communicate more effectively with the Town of Normal Fire Department and others.

BACKGROUND: This agreement covers two (2) projects. First, the upgrade of the radio console system used in the Communications Center. The current radio console system used in the Communications Center is the Motorola Gold Elite console system. It was purchased in 2005 and installed in 2006. The Gold Elite console system was first introduced by Motorola in 1995. Motorola stopped production of the Gold Elite in December of 2011. Currently, there is no software support or development on the Gold Elite platform and all support will end in December of 2018.

In February of 2016, the Starcom radio network will be updated to the ASTRO 25 7.16 system release. Since it is no longer in production, the Gold Elite console system will not be a supported platform for the 7.16 release. Starcom subscribers, such as the City, who wish to maintain full functionality, must upgrade their console systems to a supported platform. This agreement is to upgrade the console system in the Communications Center to a supported platform. The platform that was selected was the Motorola MCC7500 console system. The MCC7500 console is the platform on which all new feature development will be done for the foreseeable future. No cancellation or end of life date has been identified for the MCC7500. The MCC7500 platform will ensure that the City will retain the mission critical radio communications provided by the Starcom system.

Second, this agreement allows for the purchase of equipment necessary for the Fire Department to transition to the Starcom radio network for their day to day operations. This transition will significantly increase their interoperability with the Normal Fire Department. This is important as both agencies look to improve response times and service levels in the metro area. The Fire Department's use of Starcom will also allow them to achieve greater interoperability for

interstate and intrastate deployments as part of their membership in the Mutual Aid Box Alarm System (MABAS).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Police and Fire Departments.

FINANCIAL IMPACT: These purchases are budgeted as part of the FY 2015 Capital Lease - Capital Outlay Office & Computer Equipment (40110131 - 72120). Staff had originally budgeted \$860,580 for both projects. By combining the projects, the cost will come in under budget by \$17,973. The City will also realize some maintenance costs savings in the Communication Center. The annual maintenance cost for the Gold Elite due June 30, 2014 is \$25,000. However, the City will not pay the entire balance since that equipment will be removed and replaced partially through the year. The City should pay less than half of the FY 2015 budgeted amount. The new console equipment being installed will come with a two (2) year maintenance plan, saving approximately \$50,000 in maintenance costs over the next two (2) fiscal years. In total, the City may realize approximately \$60,000 to \$65,000 in savings in maintenance costs. Stakeholders can find this in the FY 2015 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 89 & 96.

Respectfully submitted for Council consideration.

Prepared by: Darren Wolf, Communications Center Manager

Reviewed by: Brendan Heffner, Chief of Police
Mike Kimmerling, Fire Chief

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

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 25

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF COMMUNICATION CENTER CONSOLE
UPGRADE AND FIRE DEPARTMENT STARCOM SUBSCRIBER EQUIPMENT
FROM MOTOROLA SOLUTIONS, A SOLE SOURCE PROVIDER, AT A PURCHASE
PRICE OF \$842,607**

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment at a Purchase Price of \$842,607.

ADOPTED this 9th day of June, 2014.

APPROVED this 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

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

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

Mayor Renner noted that the equipment issue was separate from the structure of emergency communications.

Alderman Schmidt expressed her opinion that there needed to be a conversation regarding MetCom.

Mayor Renner cited the past experience regarding MetCom. He expressed his opinion that the City made the wrong decision.

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

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

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

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

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

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

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

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

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

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

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

Motion by Alderman Black, seconded by Alderman Painter that the formal bid process be waived, the Agreement with Motorola Solutions, a State sanctioned sole source provider, for the Communications Center Console Upgrade and Fire Department Starcom Subscriber Equipment be approved, in the amount of \$842,607, the Mayor and City Clerk be authorized to execute the necessary documents, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

Nays: Alderman Stearns.

Motion carried.

The following was presented:

SUBJECT: Request to Approve Purchase of Technical Service Agreement from National Development Council (NDC) for the Administration Department’s Economic Development Office

RECOMMENDATION/MOTION: That the twelve (12) month agreement with the NDC, a sole source provider, for Community and Economic Development Advisement be approved, in the amount of \$5,000 per month, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; Objective 3b. Attraction of new targeted businesses that are the “right” fit for

Bloomington; Objective 3d. Expanded retail businesses; and Objective 3e. Strong working relationships among the City, businesses, economic development organizations.

In this instance the technical services agreement with NDC will provide our local real estate developers, business and property owners with access to professional guidance and financial support while providing a neutral, unbiased assessment to the City as to the appropriate level of assistance required and the likelihood of each projects success or failure.

BACKGROUND: The NDC is the oldest national non-profit community and economic development organizations in the US. It was founded in 1969 with one (1) purpose: increasing the flow of capital for investment, jobs and community development to underserved urban and rural areas across the country. Since that time, NDC has worked with thousands of communities in every one of the fifty (50) states and Puerto Rico, providing technical assistance, professional training, investment in affordable housing, small business financing and direct developer services. Their work has taken many forms, but they have kept pace with the needs of their constituents, adding new programs and services and updating old ones.

Recently, NDC has:

- Loaned more than \$80 million to small businesses for projects with total investments of \$130 million
- Invested nearly \$320 million in equity for affordable housing or historic preservation projects (leveraging an additional \$280 million)
- Financed and developed nearly \$1.1 billion in public facilities
- Financed New Markets Tax Credit projects totaling \$360 million
- Each year trained more than 3,000 economic housing development practitioners
- Generated hundreds of millions in Technical Assistance

Technical Assistance client communities have generated hundreds of millions of dollars of additional private and public investment for their community and economic development projects and programs.

NDC's staff of former bankers, developers, entrepreneurs, community and economic development officials and government agency lenders understands the needs and concerns of both the private and public sectors, so they help their client communities bridge the differences.

- Like private investment bankers, they match the best sources of capital with project needs. But they do it for Main Street, not Wall Street.
- Like private developers, they organize all that is needed to build high quality projects efficiently and at the lowest possible cost, and then they build them. But they do it for public and community benefit.
- Like private lenders, they provide SBA-backed credit for small businesses. But they lend for community development purposes.

Over the last year, the NDC has positively contributed to the efforts of the Economic Development Office. This includes playing a vital role in the following areas:

- a. Creation of an incentive application packet

- i. Financial review of incentive applications, including 115 E. Monroe, 407-409 W. Washington, and others
- b. Execution of a Downtown Bloomington incentive workshop
- c. Application to Federal Home Loan Bank of Chicago for revolving loan fund program
- d. Creation of hotel feasibility study RFP
- e. Creation of annual report
 - a. Execution of business course with Chamber of Commerce
 - b. Execution of Community Development Block Grant for Economic Development course
 - c. On-site visits each month with City staff, community partners, developers, and business owners

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Since working with NDC, numerous community groups, real estate developers, property and business owners have benefited from the organization’s professional advice and direction as it relates to their respective projects. These individuals and entities believe that positive discussions have taken place and projects have advanced as a direct result of the partnership and they are supportive of the City’s continued use of NDC services moving forward.

FINANCIAL IMPACT: The FY 2015 Budget appropriated \$60,000 for the purchase of NDC consulting services for the Economic Development Office in line item 10019170 - 70220. Stakeholders can locate this in the FY 2015 Proposed Budget document titled “Budget Overview and General Fund” on page 319. *It is important to note that the NDC is a sole source service provider. As such, no competing bids can be obtained and cannot go through the competitive bidding process.*

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

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

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 26

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF COMMUNITY AND ECONOMIC
DEVELOPMENT ADVISEMENT FROM THE NATIONAL DEVELOPMENT
COUNCIL, A SOLE SOURCE PROVIDER, AT A PURCHASE PRICE
OF \$5,000 PER MONTH FOR TWELVE (12) MONTHS**

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase a twelve (12) month agreement with the National Development Council, a sole source provider, for Community and Economic Development AdviseMENT, at a Purchase Price of \$5,000 per month.

ADOPTED this 9th day of June, 2014.

APPROVED this 10th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON
AND NATIONAL DEVELOPMENT COUNCIL REGARDING
COMMUNITY AND ECONOMIC DEVELOPMENT ADVISEMENT**

This Agreement is made and entered into this ____ day of _____ 2014, by and between the **City of Bloomington** a public benefit corporation whose address is c/o David A. Hales, 109 East Olive Street, Bloomington, IL 61701 (the "Client") and **NATIONAL DEVELOPMENT COUNCIL** ("NDC" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 708 Third Avenue, Suite 710, New York, New York 10017,

WITNESSETH THAT:

WHEREAS, the Client desires to receive professional services from NDC to develop and assist in the implementation of the Client's community and economic development programs;

WHEREAS, NDC is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the Client utilizing its expertise in economic and community development activities and housing.

NOW THEREFORE, in consideration of the above-mentioned premises and of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The Client acknowledges that NDC regularly performs services for various governmental agencies and public benefit corporations located across the United States. The purpose of this Agreement is to set forth the terms upon which NDC will provide the Client with assistance it has requested, which is generally described as Exhibit A attached hereto. NDC agrees to perform such services as are requested by the Client and to provide such services, as it deems necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the services to be offered to the Client by NDC. In performing the requested services, NDC shall consult with officers and employees of the Client and shall meet, as appropriate, with such representatives or other entities when necessary, including, without limitation, State and Federal officials and other local organizations.

II. DURATION, TERMINATION

NDC agrees to commence work for the Client effective May 1, 2014 and shall continue providing technical assistance thru April 30, 2015. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 30 days after receipt of such notice.

III. COMPENSATION

The Client shall compensate NDC for performance of services received hereunder in the total amount of Twenty Thousand and no/100 Dollars (\$60,000.00), payable in monthly installments of Five Thousand and no/100 Dollars (\$5,000.00). The base fee amount includes all of NDC's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, NDC is responsible for all taxes and other benefits of the employees of NDC and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Client and the NDC. Payment by the Client for services rendered under this Agreement evidences the Client's acceptance of such services in accordance with the terms of this Agreement.

IV. MISCELLANEOUS PROVISIONS

4.1 Confidentiality of Reports. NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance hereunder and Client designates in writing as confidential. Such information shall not be made available to any person, firm, corporation or entity without first obtaining the prior written consent of Client unless otherwise mandated by applicable law.

4.2 Equal Opportunity. NDC shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the Client, and that party may be declared ineligible for further Client contracts.

4.3 Conflicts of Interest. The applicable laws regarding conflicts of interest, and the prohibitions on same, shall apply to this Agreement. ~~No board member, officer or employee of Client or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.~~

4.4 Notices. All notices shall be sent by certified mail, hand-delivery or over night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning of this Agreement.

4.5 Responsibility for Claims-Mutual Indemnification. Client agrees to indemnify and save harmless NDC, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death or personal property or otherwise, caused by or resulting from the activities in furtherance of the work described herein. NDC agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of NDC's bad faith, willful misconduct or gross negligence. NDC agrees to indemnify and save harmless Client, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person, including death or personal property or otherwise, caused by or resulting from the activities in furtherance of the work described herein. Client agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of Client's bad faith, willful misconduct or gross negligence.

4.6 Release of News Information. No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this

Agreement or any phase of any program hereunder shall be made without prior written approval of the Client.

4.7 Compliance with Laws. NDC agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Illinois.

4.8 Assignment. Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.

4.9 Severability. A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

4.10 Acknowledgement. The Client expressly acknowledges that all opinions and advice (written or oral) given by NDC to the Client in connection with NDC's engagement are intended solely for the benefit and use of the Client considering the financing and the Client agrees that no such opinion or advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time without the prior consent of NDC.

4.11 Disclaimer. The Client is a sophisticated business enterprise and has retained NDC for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder.

4.12 Entire Agreement. This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral in writing, regarding the matters contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Name of Client:

NATIONAL DEVELOPMENT COUNCIL:

By: _____
David A. Hales, City Manager
309-434-2210

By: _____
Robert W. Davenport, President

**NDC TECHNICAL ASSISTANCE AGREEMENT
SCOPE OF SERVICES
EXHIBIT A**

The Scope of Services describes the assistance available under this Technical Assistance

Agreement during the specified contract period. The Client and NDC, by mutual agreement, may revise this Scope of Services from time to time. The assistance within this Scope of Services includes:

- A. At the Client's request, NDC will review and evaluate potential development and redevelopment projects at the client's request including, but not limited to:
 - i. Evaluating developers experience and capacity.
 - ii. Financial review of the sources and uses, operating proformas, and financial statements.
 - iii. Structuring of deals with available public sector economic development programs.
 - iv. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing date and other funding commitments.
 - v. Advising on tax credit equity sources, requirements and structuring
 - vi. Identifying other funding sources for the range of commercial, industrial, and residential real estate and business credit deals.
 - vii. Assisting with development issues during pre-development and development.
 - viii. Advising on program regulations issues.
- B. Assist in the development of a standard underwriting package for developers requesting assistance from the City of Bloomington.
- C. Assist the Client in the design, implementation, and monitoring of the financing elements of an economic development plan and small business development of the Client.
- D. NDC will provide technical support or financial analysis to the Client with respect to its economic and housing development program proposals.
- E. NDC will provide technical assistance and advocacy in the Client's efforts to seek funding or leverage existing resources through governmental programs including, but not limited to:

Federal Resources

1. Community Development Block Grant (CDBG) program
2. HOME Investment Partnership program
3. HUD Section 108 loans, including Brownfields Economic Development Initiative (BEDI) grants
4. U.S. Department of Commerce Economic Development Administration (EDA)

5. U.S. Environmental Protection Agency (EPA) Brownfields Program, including Targeted Assessments, Supplemental Pilot Program, and Brownfields Revolving Loan Fund
6. U.S. Small Business Administration 7(a), 504, and Microenterprise programs
7. New Markets Tax Credit Program
8. Federal Home Loan Bank Community Investment Program
9. Rehabilitation Tax Credits (Historic Tax Credits)
10. Low Income Housing Tax Credit (LIHTC)

Mayor Renner introduced this item.

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

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

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

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

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

Alderman Stearns questioned if these documents were subject to FOIA.

Ms. Robinson cited the BUILDING located at 115 E. Monroe and the Haney building located at ADDRESS. She noted the detailed reports which had been provided to the Council. She noted that detailed financials had not been provided.

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

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

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

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

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

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

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

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

Alderman Stearns expressed support for Alderman Lower's comments. She believed that the City had consulting assistance between the City's Economic Development Coordinator and the EDC. The City was already spending approximately \$200,000 for these two (2) things. The NDC represented another outside consultant. The City should tap into local talent. This was another example of governmental growth. She opposed same.

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

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

Motion by Alderman Painter, seconded by Alderman Schmidt that the twelve (12) month agreement with the NDC, a sole source provider, for Community and Economic Development Advisement be approved, in the amount of \$5,000 per month, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

MUNIS Update Presentation.

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

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

MUNIS had been implemented in phases. The plan called for four (4) phases. Phase 1. Administrative had a time line of December 2010 – November 2011. It was

described as the system core. Its heart was the financial modules. All other modules tied into them. He recognized the IS Leads and Finance Functional Leads. Finance staff were the subject matter experts. In addition, there were Power Users in each department. These individuals drove system improvements. Phase 2. Payroll & Human Resources had a time line of April 2011 – April 2012. He noted that there were additional function available under MUNIS that have not been implemented as of this date. Payroll and Human Resources staff served as Functional Leads. Again, there were Power Users. Phase 3. Revenue & Financials had a time line of December 2011 – February 2013. There were Permit and Business Licenses Functional Leads. Again, there were also Power Users. Phase 4 was scheduled to begin in the summer 2014. There were a number of larger applications. He cited Work Orders as an example. He addressed the value of same.

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

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

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

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

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

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

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

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

The following was presented:

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

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This is budgeted in the Information Services - Repair/Maintenance Office & Computer budget in FY 2015 (10011610 - 70530). This line item has over 69 items budgeted for FY 2015 totaling \$667,425. \$160,000 has been budgeted for software maintenance to Tyler Technologies for various Munis Modules. Stakeholders can locate this in the FY 2015 Budget book titled "Budget Overview & General Fund" on page 143.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Director of Information Services

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

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

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

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

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

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

MAYOR'S DISCUSSION: Mayor Renner cited the Rt. 66 Visitors Center grant which had resulted in interest and energy of a more serious nature in the Downtown. He

noted Rt. 66 Cruise In event held on Saturday, June 7, 2014. Unfortunately this event was cut short due to the weather. He thanked Justine Robinson for her service to the City. Finally, he thanked John Kennedy, Parks, Recreation & Cultural Arts Director, for attending the June 6, 2014 Mayoral Open House.

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

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

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

Mr. Hales stated that he had been working with Jeff Jurgens, Interim Corporation Counsel and CIAM and their attorney. The goal was to resolve the contract language and draft an amendment by June 30, 2104. One issue involved commissions. It appeared that CIAM had not taken the full commission. Another issue involved parking fees. He restated the goal was to clarify both issues and draft an amended agreement.

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

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

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

Motion carried.

Tracey Covert
City Clerk



FOR COUNCIL: June 23, 2014

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City’s website on June 19, 2014

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

Motion: _____ Seconded by: _____

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



FOR COUNCIL: June 23, 2014

SUBJECT: Request to Approve a Budget Amendment to the IDHA Grant Fund 2250 and Accept Funding from the Illinois Housing Development Authority's Abandoned Properties Grant Program

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to both the revenue and expenditure accounts in the IDHA Grant Fund 2250 be passed, and the Resolution to accept funding in the amount of \$52,455.06 from the Illinois Housing Development Authority (IHDA) for the Abandoned Properties Program (APP) be adopted.

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

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

BACKGROUND: Council approved the City's \$75,000 application to the Illinois Housing Development Authority (IHDA) in November 2013, for the Abandoned Properties Program. In April 2014, IHDA announced that the City had been awarded \$52,455.06.

IHDA recently introduced the Abandoned Properties Program (APP) grant for counties and municipalities within the State of Illinois. Grant funds may be used for securing, maintaining, demolishing or rehabilitating abandoned homes. These grant funds will help offset City General Fund dollars expended for Code Enforcement and/or Community Development Block Grant Funds expended for Demolition activities.

Community Development currently has six to eight (6 - 8) vacant, deteriorated properties that have been identified for demolition. Average demolition cost is \$20,000 per property. Buildable lots are then deeded over to Habitat for the construction of new affordable housing, on a scattered site basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The revenue and expenditures for this grant were not budgeted in FY 2015, as at the time of application, the City was unsure of be awarded funding. The receipt of these funds in the amount of \$52,455.06 will help offset some of the General Fund and CDBG monies expended on the maintenance of abandoned properties / lots; i.e. grass / weed abatement, securing a property, demolition. All revenue and expenditures will be tracked under project code 56000 and the City will not incur any costs related to this grant.

Respectfully submitted for Council consideration.

Prepared by:

Sharon A. Walker, Code Enforcement Division Manager

Reviewed by: Frank Koehler, Interim Director - PACE

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. IHDA APP Grant Resolution
Attachment 2. Incumbency Certificate
Attachment 3. Ordinance
Attachment 4. Exhibit #1

Motion: That the Ordinance Amending the Budget Ordinance to add funds to both the revenue and expenditure accounts in the IDHA Grant Fund 2250 be passed, and the Resolution to accept funding in the amount of \$52,455.06 from the Illinois Housing Development Authority (IHDA) for the Abandoned Properties Program (APP) be adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION 2014 - ____

A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM.

WHEREAS, the City of Bloomington (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor or City Manager of the Sponsor and the City Clerk of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor or City Manager and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PASSED BY THE CITY OF BLOOMINGTON CITY COUNCIL, STATE OF ILLINOIS AND APPROVED BY ITS _____ THIS _____ DAY OF _____, 2014.

APPROVED:

Tari Renner, Mayor

INCUMBENCY CERTIFICATE

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:	Signature:
TARI RENNER	Mayor	_____
TRACEY COVERT	City Clerk	_____

Dated: _____, 2014

CITY OF BLOOMINGTON, an Illinois
municipal corporation

By: _____

Secretary

ORDINANCE NO. 2014 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

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

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 23rd day of June, 2014.

APPROVED the ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit 1

Account #	Fund	Account Description	Amount
22502520-53120-56000	IHDA	SFOOR-State Grants	\$ (52,455)
22502520-70651-56000	IHDA	SFOOR-Demolition	\$ 51,000
22502520-70690-56000	IHDA	SFOOR-Other Purchased Services	\$ 1,455
		Net Budget Increase/(Decrease):	\$ 0



FOR COUNCIL: June 23, 2014

SUBJECT: Request to accept the 2014 Edward Byrne Memorial Grant (JAG) and Approve a Budget Amendment to Account 10015110 - 79134 in the General Fund under Police - JAG Grant Expenditures

RECOMMENDATION/MOTION: That the 2014 Edward Byrne Memorial Justice Grant in the amount of \$42,492 be accepted, the agreement with the Town of Normal and the County of McLean be approved, the City Manager and City Clerk be authorized to execute the necessary documents, and that the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 79134 in the General Fund be passed.

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

STRATEGIC PLAN SIGNIFICANCE: Grant money allows city services to be delivered in the most cost-effective, efficient manner without over spending from the budget.

BACKGROUND: Staff recommends acceptance of federal grant money from the 2014 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$42,492 to be shared with the Town of Normal per the intergovernmental agreement. The Town of Normal will receive \$10,480 and the City will receive \$32,012. The monies for the City would be used for equipment to enhance both public and officer safety.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The budgeted revenue for FY 2015 is \$35,000 under Police - Jag Grant (10015110 - 53155). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 213. The Department is requesting to use \$32,012 of grants funds for the purchase of additional equipment which will be utilized by the Police Department. Contingent upon the budget amendment being approved, the purchases will be from 10015110 - 79134 (Police - JAG Grant expenditures).

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth A. Bays, Asst. Chief of Police

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Exhibit 1
Attachment 3. Agreement

Motion: That the 2014 Edward Byrne Memorial Justice Grant in the amount of \$42,492 be accepted, the agreement with the Town of Normal and the County of McLean be approved, the City Manager and City Clerk be authorized to execute the necessary documents, and that the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 79134 in the General Fund be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

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

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 23rd day of June, 2014.

APPROVED the ____day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

CONTRACT NO. _____

THE STATE OF Illinois

KNOW ALL BY THESE PRESENT

COUNTY OF McLean

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, IL; THE TOWN OF NORMAL
AND COUNTY OF MCLEAN, IL**

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 1st day of September, 2014, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board, hereinafter referred to as COUNTY, the TOWN of Normal, acting by and through its governing body, the Town Council, hereinafter referred to as TOWN; and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the County and City Government codes: and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the City agrees to provide the County \$0 from the JAG award.

WHEREAS, the City agrees to provide the TOWN \$10,480 from the JAG Award.

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

City agrees to pay County a total of \$0 of JAG funds.

Section 2.

CITY agrees to pay TOWN a total of \$10,480 of JAG funds.

Section 3.

CITY agrees to use \$32,012 for equipment.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Bloomington, IL

COUNTY OF McLean, IL.

Tari Renner
Mayor, City of Bloomington

Matt Sorensen
McLean County Board Chairman

ATTEST: APPROVED AS TO FORM:

Tracey Covert
City Clerk for City of Bloomington

Mike Emery
McLean County Sheriff

Jeff Jergens
Interim Corporate Counsel

Peggy Ann Milton
McLean County Clerk

Hannah Eisner
Assistant Civil State Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



FOR COUNCIL: June 23, 2014

SUBJECT: HGAC (Houston Galveston Area Council) Joint Purchasing Group Application

RECOMMENDATION/MOTION: Recommend that Council approve the completion and submission of the HGAC Joint Purchasing Application, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Staff is seeking permission to complete and submit the above referenced application which, upon approval by the HGAC, will allow us to participate in joint purchases through their group.

The following is the list of "Joint Purchasing Groups" to which the City belongs and has used in the past:

1. US Communities
2. National Joint Powers Alliance (NJPA)
3. Northwest Suburban Purchasing Cooperative (NSPC)
4. State of Illinois Joint Procurement Bulletin
5. The Cooperative Purchasing Network (TCPN)
6. NIPA National Intergovernmental Purchasing Alliance (NIPA)
7. Suburban Purchasing Cooperative (SPC)

Chapter 16, Section 50 of the City Code allows the use of joint purchases. Numerous units of local government (cities, villages, towns, counties, park districts, school districts, etc.) in Illinois belong to this group. Staff understands that any purchase made through a joint purchasing group is still subject to requirements of the City Code such as levels of City Manager and City Council approval.

Utilizing an existing joint purchase contract will allow the City to purchase equipment, such as firefighting apparatus, which meets City specifications in a time sensitive and economical manner. Bids historically save money as a result of competition but they require a substantial amount of time. Staff time is needed to develop the bid and there is a significant delay between the bid notice and approval of the award by the City Council. Participation in joint purchase groups save both time and money and allow City staff to efficiently utilize their time on other matters.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Deputy Chief Siron, Fire Department.

FINANCIAL IMPACT: There is no cost to participate in this joint purchase program.

Respectfully submitted for Council consideration.

Prepared by: Jon C. Johnston, Procurement Manager

Reviewed by: Patti-Lynn Silva, Director of Finance

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Application

Motion: Recommend that Council approve the completion and submission of the HGAC Joint Purchasing Application, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * Bloomington Illinois, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 109 E. Olive St., Bloomington, IL 61702

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * 04/30/2015. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Bloomington

Name of End User (*local government, agency, or non-profit corporation*)

* 109 E. Olive St. - PO Box 3157

Mailing Address

* Bloomington IL 61702-3157

City State ZIP Code

*By:

Signature of chief elected or appointed official

* Tari Renner, Mayor

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: Bloomington County Name: McLean
(Municipality/County/District/etc.)

Mailing Address: 109 E. Olive St - PO Box 3157 Bloomington IL 61702-3157
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (309) 434-2509 **FAX Number:** (309) 434-2874

Physical Address: -Same-
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.cityblm.org

Official Contact: Misty Shafer Title: Procurement Specialist
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: 109 E. OLIVE St - PO Box 3157 Ph No.: (309) 434-2330 -
(Street Address/P.O. Box) Fx No. : (309) 434-2874 -
Bloomington IL 61702-3157 E-Mail Address: mshafer@cityblm.org
(City) (State) (ZIP Code)

Authorized Official: David Hales Title: City Manager
(Mayor/City Manager/Executive Director etc.)

Mailing Address: 109 E. Olive St. - PO Box 3157 Ph No.: (309) 434-2210 -
(Street Address/O.O. Box) Fx No. : (309) 434-2874 -
Bloomington IL 61702-3157 E-Mail Address: dhales@cityblm.org
(City) (State) (ZIP Code)

Official Contact: Jon C. Johnston Title: Procurement Manager
(Purchasing Agent/Auditor etc.)

Mailing Address: 109 E. Olive St - PO Box 3157 Ph No.: (309) 434-2333 -
(Street Address/O.O. Box) Fx No. : (309) 434-2874 -
Bloomington IL 61702-3157 E-Mail Address: jcjohnston@cityblm.org
(City) (State) (ZIP Code)

Official Contact: Jim Karch Title: Public Works Director
(Public Works Director/Police Chief etc.)

Mailing Address: 109 E. Olive St - PO Box 3157 Ph No.: (309) 434-2225 -
(Street Address/O.O. Box) Fx No. : (309) 434-2874 -
Bloomington IL 61702-3157 E-Mail Address: jkarch@cityblm.org
(City) (State) (ZIP Code)

Official Contact: Mike Kimmerling Title: Fire Chief
(EMS Director/Fire Chief etc.)

Mailing Address: 310 N. Lee St. Ph No.: (309) 434-2500 -
(Street Address/O.O. Box) Fx No. : (309) 434-2874 -
Bloomington IL 61701 E-Mail Address: mzimmerling@cityblm.org
(City) (State) (ZIP Code)

* denotes required fields



FOR COUNCIL: June 23, 2014

SUBJECT: Request to Approve a Budget Amendment to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the BCPA Fund and that Council retroactively authorize the Purchase of Vests and Accessories as the new uniform for the Bloomington Center for the Performing Arts (BCPA) Volunteers

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the BCPA Fund be passed, and that the purchase of 238 vests, ties and scarves from RLP Uniforms & Corporate Apparel of Plukemin, NJ plus minimal alterations work be approved, in the amount of \$11,599.12, the Procurement Manager be authorized to issue a Purchase Order in the amount of \$9616.31 for the vests with the balance to be used for ties, scarves and alterations.

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

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

BACKGROUND: The BCPA is requesting to purchase vests, ties and scarves as the new uniform for the BCPA volunteers using privately raised donation funds which can only be spent on designated items for the BCPA Volunteers.

Through a partnership with State Farm and their Good Neighbor Grant program, the BCPA has already received \$11,599.12 in donations. The BCPA is currently expecting an additional \$6,500 in Good Neighbor grants. These donations have come with the stipulation that the money can only be used for purchases related to the BCPA volunteers, at their discretion. The BCPA volunteers have determined that they wish the money to be spent on purchasing vests as a newly adopted uniform as well as ties (for the men) and scarves (for the women) to augment the black pants and white shirts/blouses which each volunteer provides themselves.

Minor vest alterations are also considered in this request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The new uniform items and alterations will cost approximately \$11,599.12. There is currently \$11,599.12 in available funds in the BCPA—State Farm Grant-account (1001-26025) with another \$6500.00 anticipated. The BCPA is requesting to move the money already received, to pay for the uniform items. Contingent upon the budget amendment being approved, the purchase will be from the BCPA—Uniforms Supplies and Maintenance account (10014125-71030-20000) with the expense being offset by the money being moved from BCPA- State Farm Grant - Account (1001-26025) to BCPA- Other Private Grants - Account

(10014125-57350-20000). Stakeholders can locate this in the Proposed FY 2015 Budget Book titled “Budget & Overview General Fund” on page 184.

Respectfully submitted for Council consideration.

Prepared by: Tina Salamone, Performing Arts Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

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

Motion: That the Ordinance Amending the Budget Ordinance to add funds to Account 10014125-71030-20000 and Account 10014125-57350-20000 (from Account 1001-26025) in the BCPA Fund be granted and that the purchase of 238 vests with some alterations, ties and scarves from RLP Uniforms & Corporate Apparel of Plukemin, NJ be approved, in the amount of 11,599.12, the Procurement Manager be authorized to issue a Purchase Order in the amount of \$9616.31 for the vests with the balance to be used for ties, scarves and alterations.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

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

WHEREASE, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 23rd day of June, 2014.

APPROVED the ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit 1

Account #	Fund	Account Description	Amount
10014125-57350-200000	BCPA	BCPA—Other Private Grants Private donations from the State Farm Good Neighbor Grant program earmarked to be spent at the discretion of the BCPA volunteers	\$11,599.12
10014125-71030-200000	BCPA	BCPA—Uniforms Supplies & Maintenance Increase line item to purchase vests (with some alterations), ties and scarves as new BCPA volunteer uniform	\$11,599.12
		Net Budget Increase	\$-0-



FOR COUNCIL: June 23, 2014

SUBJECT: Analysis of Bids and Approval of the FY2015 Emergency Utility Repair Contract, City Bid 2015-05

RECOMMENDATION/MOTION: That the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities, and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY2015 Emergency Utility Repair contract is \$500,000. A list of projects completed under the previous fiscal year contract is attached.

Bids for the FY2015 Emergency Utility Repair contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. One bid was received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Stark Excavating, Inc.	\$ 381,650
Budget	
Storm Water	\$ 250,000
Sanitary Sewer	\$ 200,000
Water	<u>\$ 50,000</u>
Total Budget	\$ 500,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Emergency Utility Repair is appropriated in the FY 2015 Budget in the accounts listed below. Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 137, 129 and 116 respectively.

Storm Water-Emergency Storm Sewer Repair (53103100 - 70552)	\$250,000
Sanitary Sewer-Emergency Sewer Repair (51101100 - 70551)	\$200,000
Water Transmission & Dist.-Repair Maint Infrastructure (50100120 - 70550)	\$ 50,000
Total Contract:	\$500,000

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project Engineer

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. Project Description

Motion: That the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON
FY2015 EMERGENCY UTILITY REPAIR

PROJECT NO. CITY # 50-18-53005-15-01
 CITY BID NO. 2015-05

Bid Opening Date: 06/09/2014

Attended By: Russ Waller

Bid Opening Time: 1:30 pm

Andrew Coffey

PREPARED BY: RCW 06/09/2014

LOW BID

BID TABULATION

LABOR / ITEM			<i>ENGINEERS ESTIMATE</i>		STARK EXCAVATING	
			UNIT	APPROX QTY	RATE	TOTAL
CEMENT MASON	HR	500	\$100.00	\$50,000.00	\$65.00	\$32,500.00
LABORER	HR	2000	\$100.00	\$200,000.00	\$73.25	\$146,500.00
OPERATING ENGINEER	HR	1500	\$100.00	\$150,000.00	\$90.00	\$135,000.00
PLUMBER	HR	500	\$100.00	\$50,000.00	\$75.00	\$37,500.00
TRUCK DRIVER	HR	500	\$90.00	\$45,000.00	\$72.00	\$36,000.00
TOTALS				\$495,000.00		\$387,500.00

2013 EMERGENCY UTILITY REPAIR (FY2014)

PROJECT DESCRIPTION	FUNDING	START DATE	END DATE	PROJECT COSTS		
				WATER	SEWER	STORM WATER
Veterans & Lincoln Pavement Patch	Storm Water	11/08/2013	11/11/2013			\$883.63
1210 Fell Sewer Service	Sewer	12/09/2013	12/09/2013		\$10,249.00	
1406 East St Sewer Service	Sewer	12/18/2013	12/19/2013		\$8,985.88	
Sewer Cleaning	Sewer	01/25/2014	01/26/2014		\$9,897.44	
Veterans & Lincoln Pavement Patch (Supplemental)	Storm Water	11/08/2013	11/11/2013			\$74.02
1210 Fell Sewer Service (Supplemental)	Sewer	12/09/2013	12/09/2013		\$545.96	
1406 East St Sewer Service (Supplemental)	Sewer	12/18/2013	12/19/2013		\$385.65	
Douglas Street Brick Sewer Repair	Storm Water	12/19/2013	12/27/2013			\$46,398.82
1610 Owen Dr Water Main Repair	Water	02/17/2014	02/18/2014	\$5,805.63		
Gridley & Mission Water Valve Repair	Water	02/19/2014	02/19/2014	\$768.26		
Madison & Graham Water Main Repair	Water	02/19/2014	02/20/2014	\$6,235.28		
914 N. Lee Sewer Repairs	Sewer	03/11/2014	03/15/2014		\$16,191.57	
917 N. Lee Sewer Repairs	Sewer	03/11/2014	03/15/2014		\$12,017.84	
1305 West Locust water service cave In	Water	03/13/2014	03/13/2014	\$7,260.49		
801 West Chestnut Sewer Work	Sewer	04/09/2014	04/29/2014		\$50,000.00	
800 Block West Oakland Sewer Work	Storm Water	04/21/2014	04/29/2014			\$60,000.00
			FUND TOTALS	\$20,069.66	\$108,273.34	\$107,356.47
			CONTRACT TOTAL			\$235,699.47



FOR COUNCIL: June 23, 2014

SUBJECT: Analysis of Bids and Approval of the FY 2015 Utility Maintenance Contract, City Bid 2015-04

RECOMMENDATION/MOTION: That the prices from George Gildner, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY 2015 Utility Maintenance contract is \$500,000. A list of projects completed under the previous fiscal year contract is attached.

Bids for the FY 2015 Utility Maintenance contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. Two bids were received and opened in the City Council Chambers. The bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$ 367,500	Low Bid
Stark Excavating, Inc.	\$ 381,650	
Budget		
Storm Water	\$ 200,000	
Sanitary Sewer	\$ 200,000	
Water	<u>\$ 100,000</u>	
Total Budget	\$ 500,000	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Utility Maintenance is appropriated in the FY 2015 Budget in the accounts listed below. Stakeholders can locate this in the FY 2015 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 137, 129 and 116 respectively.

Storm Water - Repair Maintenance Infrastructure (53103100 - 70550)	\$200,000
Sanitary Sewer - Repair Maintenance Infrastructure (51101100 - 70550)	\$200,000
Water Transmission & Dist.- Repair Maintenance Inf. (50100120 - 70550)	<u>\$100,000</u>
Total Contract:	\$500,000

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project Engineer

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. Project Description

Motion: That the prices from George Gildner, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON
FY2015 UTILITY MAINTENANCE

PROJECT NO. CITY # 50-18-53005-15-00
 CITY BID NO. 2015-04

Bid Opening Date: 06/09/2014

Attended By: Russ Waller

Bid Opening Time: 1:30 pm

Andrew Coffey

PREPARED BY: RCW 06/09/2014

LOW BID

BID TABULATION

LABOR / ITEM	UNIT	APPROX QTY	ENGINEERS ESTIMATE		GEORGE GILDNER, INC.		STARK EXCAVATING	
			RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	500	\$90.00	\$45,000.00	\$70.00	\$35,000.00	\$65.00	\$32,500.00
LABORER	HR	2000	\$90.00	\$180,000.00	\$70.00	\$140,000.00	\$70.95	\$141,900.00
OPERATING ENGINEER	HR	1500	\$90.00	\$135,000.00	\$81.00	\$121,500.00	\$89.50	\$134,250.00
PLUMBER	HR	500	\$90.00	\$45,000.00	\$82.00	\$41,000.00	\$75.00	\$37,500.00
TRUCK DRIVER	HR	500	\$80.00	\$40,000.00	\$60.00	\$30,000.00	\$71.00	\$35,500.00
TOTALS				\$445,000.00		\$367,500.00		\$381,650.00

2013 UTILITY MAINTENANCE (FY2014)

PROJECT DESCRIPTION	FUNDING	START DATE	END DATE	WATER	PROJECT COSTS		
					SEWER	STORM WATER	
1506 E. Oakland Sewer Service Repair	Sewer	11/07/2013	11/07/2013		\$6,439.38		
505 Mclean Sewer Service Repair	Sewer	12/19/2013	12/27/2013		\$7,163.48		
1506 E. Oakland Sewer Service Repair (Supplemental)	Sewer	11/07/2013	11/07/2013		\$80.00		
517 W. Oakland Sewer Service Repair	Sewer	02/25/2014	02/27/2014		\$11,601.62		
Sewer Service Camera Repair	Sewer	04/22/2014	04/22/2014		\$2,268.92		
Division St Pump Repair	Water	03/21/2014	04/03/2014	\$3,265.61			
WTP Sludge Pump Repair	Water	04/01/2014	04/01/2014	\$5,578.58			
Farm Bureau Detention Basin Pump	Storm Water	03/28/2014	03/28/2014			\$1,448.58	
Bond Resurfacing Hi Priority 203 Emerson Sewer Point Repair	Sewer	04/09/2014	04/12/2014		\$7,901.06		
Bond Resurfacing Mid Priority 617 Clayton Sewer Point Repair	Storm Water	04/09/2014	04/14/2014			\$6,832.61	
Bond Resurfacing Mid Priority 1104 Clayton Sewer Point Repair	Storm Water	04/09/2014	04/14/2014			\$9,891.57	
Bond Resurfacing Mid Priority Digs	Sewer	04/14/2014			\$200,000.00		
Kensington Sewer Repair	Storm Water	06/05/2014				\$200,000.00	
				FUND TOTALS	\$8,844.19	\$235,454.46	\$218,172.76
				CONTRACT TOTAL			\$462,471.41



FOR COUNCIL: June 23, 2014

SUBJECT: Analysis of Bids and Approval of the FY 2015 Grading & Seeding Contract, City Bid 2015-08

RECOMMENDATION/MOTION: That the prices from George Gildner, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities, and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service, and Objective 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This contract includes grading, shaping, seeding, fertilizer application, erosion control installation and other related work on City owned properties. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for the FY 2015 Grading & Seeding contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. Three bids were received and opened in the City Council Chambers. The bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.	\$ 85,400	Low Bid
Stark Excavating, Inc.	\$ 90,675	
Rowe Construction Company	\$ 103,200	
Budget		
Storm Water	\$ 50,000	
Sanitary Sewer	<u>\$ 50,000</u>	
Total Budget	\$ 100,000	

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Grading and Seeding is appropriated in the FY 2015 Budget in the accounts listed below. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Fund & Capital Improvement Program” on pages 137 and 129 respectively.

Storm Water-Grading and Seeding (53103100 - 70580)	\$50,000
Sanitary Sewer-Grading and Seeding (51101100 - 70580)	<u>\$50,000</u>
Total Contract:	\$100,000

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project Engineer

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. Project Description

Motion: That the prices from George Gildner, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

2013 Grading and Seeding (FY2014)

PROJECT DESCRIPTION	START DATE	END DATE	PROJECT COSTS	
			SEWER	STORM WATER
1506 E. Oakland Ave	12/03/2013	12/03/2013	\$867.81	
1506 E. Oakland Ave (Supplemental)	12/03/2013	12/03/2013	\$11.32	
Constitution Trail at Jumers - Invoice 1	12/10/2013	01/31/2014	\$34,321.93	\$34,321.93
Constitution Trail at Jumers - Invoice 2	02/01/2014	02/21/2014	\$7,674.22	\$7,674.21
		FUND TOTALS	42,875.28	\$41,996.14
		CONTRACT TOTAL		\$84,871.42



FOR COUNCIL: June 23, 2014

SUBJECT: Analysis of Bids and Approval of the FY 2015 Small Area Street Resurfacing Contract, City Bid 2015-09

RECOMMENDATION/MOTION: That the prices from McLean County Asphalt, Inc. be accepted, in the amount of \$1,000,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities, and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks, and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The contract will focus on small patching areas along major City streets as directed by the City Council. This is done when the work is beyond the capability of City crews to respond because of lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for this contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. Two bids were received and opened in the City Council Chambers. The bid tabulation is attached. The majority of this contract is intended to be used during the current construction season. Since all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

McLean County Asphalt, Inc.	\$ 689,590 Low Bid
Stark Excavating, Inc.	\$ 762,500
Rowe Construction Company	\$ 860,000
Total Budget	\$ 1,000,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Funding for this contract was appropriated in the FY 2015 Adopted Budget under Capital Improvement - Street Construction & Improvements (40100100 – 72530 - 40600). The \$1,000,000 is projected to be generated from the newly implemented Local Motor Fuel Tax in FY 2015.

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project Engineer

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. Project Description

Motion: That the prices from McLean County Asphalt, Inc. be accepted, in the amount of \$1,000,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

2013 STREETS, ALLEYS & SIDEWALK MAINTENANCE (FY2014)

<u>PROJECT DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>	<u>TOTAL COST</u>
1506 E. Oakland Sewer Service SW Patch	11/08/2013	11/08/2013	\$966.66
East Street Street Repair	12/20/2013	01/02/2014	\$5,105.56
1506 E. Oakland Sewer Service SW Patch (Supplement:	11/08/2013	11/08/2013	\$9.98
East Street Street Repair (Supplemental)	12/20/2013	01/02/2014	\$91.10
Coliseum Temporary Parking Lot	01/30/2014	03/21/2014	\$29,215.49
Bond Resurfacing Hi Priority Sewer Point Repair Patches:	03/28/2014	04/02/2014	\$16,246.29
Bond Resurfacing Mid Priority Sewer Point Repairs	04/15/2014		\$70,000.00
Emergency Sewer Repairs			\$8,000.00
		CONTRACT TOTAL	\$129,635.08



FOR COUNCIL: June 23, 2014

SUBJECT: Analysis of Bids and Approval of the FY 2015 Emergency Traffic Signal Repair Contract, City Bid 2015-07

RECOMMENDATION/MOTION: That the prices from Bodine Electric of Decatur, Inc., Decatur, IL be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities, and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are emergencies, and other related emergency work on City electric and traffic signal facilities. Emergencies primarily include signal equipment damage or knockdowns from accidents or storms. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached

Bids for the FY 2015 Emergency Traffic Signal Repair contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. One bid was received and opened in the City Council Chambers. A bid tabulation is attached. Since the project involves repair of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Bodine Electric of Decatur	\$ 48,007
Budget	\$100,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Emergency Traffic Signal Repair is budgeted in the FY 2015 Budget under Engineering - Contracted Traffic Signal Repair (10016210 - 70662). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 297.

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project Engineer

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. Project Description

Motion: That the prices from Bodine Electric of Decatur, Inc., Decatur, IL be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON
FY2015 EMERGENCY TRAFFIC SIGNAL REPAIR

PROJECT NO. CITY # 50-17-53005-15-01
 CITY BID NO. 2015-07

Bid Opening Date: 06/09/2014

Attended By: Russ Waller

Bid Opening Time: 1:30 pm

Andrew Coffey

PREPARED BY: RCW 06/09/2014

LOW BID

BID TABULATION

LABOR / ITEM	UNIT	APPROX QTY	ENGINEERS ESTIMATE		BODINE ELECTRIC	
			RATE	TOTAL	RATE	TOTAL
ELECTRICIAN	HR	300	\$125.00	\$37,500.00	\$160.00	\$48,000.00
LABORER	HR	300	\$100.00	\$30,000.00	\$0.01	\$3.00
OPERATING ENGINEER	HR	200	\$110.00	\$22,000.00	\$0.01	\$2.00
TRUCK DRIVER	HR	200	\$110.00	\$22,000.00	\$0.01	\$2.00
TOTALS				\$111,500.00		\$48,007.00

2013 EMERGENCY TRAFFIC SIGNAL REPAIR (FY2014)

<u>PROJECT DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>	<u>TOTAL COST</u>
Veterans & Lincoln Signal Conduit/Cable Repair	11/08/2013	11/08/2013	\$7,449.64
Coliseum Temporary Lot Electric Service & Light	02/27/2014	02/27/2014	\$5,675.41
Winterberry Street Light Cable Repair	05/08/2014	05/08/2014	\$10,603.98
		TOTALS:	\$23,729.03



FOR COUNCIL: June 23, 2014

SUBJECT: Analysis of Bids and Approval of the FY 2015 Traffic Signal Maintenance Contract, City Bid 2015-06

RECOMMENDATION/MOTION: That the prices from Bodine Electric of Decatur, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities, and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are not emergencies, and other work on City electric and traffic signal facilities. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for the FY 2015 Traffic Signal Maintenance contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. One bid was received and opened in the City Council Chambers. The bid tabulation is attached. Since the project involves repair of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Bodine Electric of Decatur	\$ 43,507
Budget	\$100,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Traffic Signal Maintenance is budgeted in the FY 2015 Budget under Engineering - Contracted Traffic Signal Repair (10016210 - 70662). Stakeholders can locate this is the FY 2015 Proposed Budget Book titled “Budget Overview & General Fund” on page 297.

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project Engineer

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation
Attachment 2. Project Description

Motion: That the prices from Bodine Electric of Decatur, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON
FY2015 TRAFFIC SIGNAL MAINTENANCE

PROJECT NO. CITY # 50-17-53005-15-00
 CITY BID NO. 2015-06

Bid Opening Date: 06/09/2014

Attended By: Russ Waller

Bid Opening Time: 1:30 pm

Andrew Coffey

PREPARED BY: RCW 06/09/2014

LOW BID

BID TABULATION

LABOR / ITEM	UNIT	APPROX QTY	<i>ENGINEERS ESTIMATE</i>		BODINE ELECTRIC	
			RATE	TOTAL	RATE	TOTAL
ELECTRICIAN	HR	300	\$120.00	\$36,000.00	\$145.00	\$43,500.00
LABORER	HR	300	\$90.00	\$27,000.00	\$0.01	\$3.00
OPERATING ENGINEER	HR	200	\$100.00	\$20,000.00	\$0.01	\$2.00
TRUCK DRIVER	HR	200	\$100.00	\$20,000.00	\$0.01	\$2.00
			TOTALS	\$103,000.00		\$43,507.00

2013 TRAFFIC SIGNAL MAINTENANCE (FY2014)

PROJECT DESCRIPTION	START DATE	END DATE	TOTAL COST
Harwood Lights	12/02/2013	01/02/2014	\$85,978.03
	CONTRACT TOTAL		\$85,978.03



FOR COUNCIL: June 23, 2014

SUBJECT: Contract with Laborers International Union Local 362 Inspectors

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On October 16, 2013 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that expired on April 30, 2013. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On May 15, 2014, the parties reached Tentative Agreement on the issues listed below. The Union has ratified the Tentative Agreement.

Leave Time

- Addition of Restricted Duty Language.
- Eliminate payment of Personal Convenience Leave for probationary employees.
- Modification of Sick Leave Abuse Language.
- Running FMLA concurrent with Sick Leave.
- Eliminate monthly Sick Leave paid into the RHS for employees hired after June 23, 2014.

Wages

- May 1, 2013 wage increase by 2.25% with retroactivity.
- May 1, 2014 wage increase by 2.25% with retroactivity.
- \$500 Signing Bonus.

Miscellaneous Items

- Update hours of work language.
- Update Discipline and Voluntary Requests for Assistance Language.
- Limitation on Tuition Reimbursement.
- Establishment of procedure for call-in lists.
- Use of full-time date of hire for calculation of benefits.
- Addition of Language on Paycheck Distribution.
- Addition of standard Subcontracting Language.
- Effective May 1, 2014 the annual payment of \$250 for safety equipment and logo apparel.

Term of Agreement

- Two year Agreement

Other minor changes can be found in the draft Collective Bargaining Agreement. Changes are identified.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and Inspector employees.

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

- Increase in wage tables for by 2.25% effective May 1, 2013. Increase in wage tables for by 2.25% effective May 1, 2014. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$55,500.
- The cost of the \$500 one-time signing bonus is \$7,000.
- The annual cost for payment of \$250 for safety equipment and logo apparel is 3,750.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Paulette Hurd, Chief Accountant

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Contract

Motion: That the Contract be ratified.

Motion: _____ Seconded by: _____

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

AGREEMENT

Between

**CITY OF BLOOMINGTON
BLOOMINGTON, ILLINOIS**

And

**LOCAL 362
LABORERS INTERNATIONAL UNION
INSPECTORS**

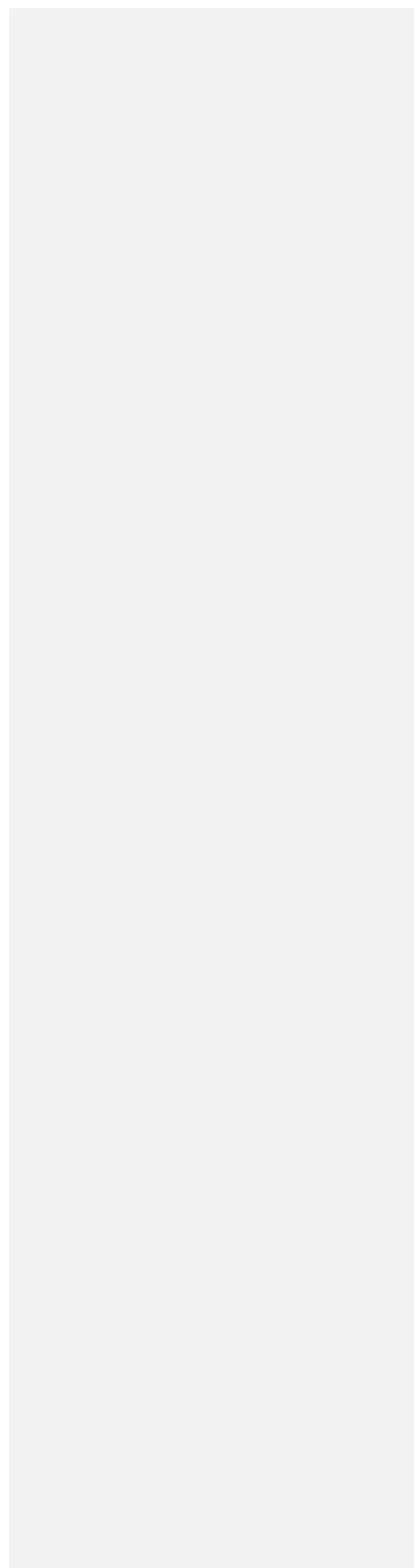
May 1, ~~2014~~¹³ - April 30, ~~2013~~²⁰¹⁵

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AGREEMENT

This Agreement made and entered into this 1st day of May, [20112013](#), by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time inspectors employed in the Planning and Code Enforcement Department (Inspector IV - Mechanical Plans Examiner, Inspector III - Plumbing, Inspector III - HVAC, Inspector III- Electrical, Inspector III-Building, Inspector III - Multi-Disciplined, Inspector III - Fire, Inspector III – Fire Protection, Inspector III- Rehab Specialist Inspector II- Rental, Inspector II – Property Maintenance and Inspector I – Property Maintenance and the Inspector IV - Crime Data Analyst and Inspector IV - Crime Intelligence Analyst, employed by the Police Department excluding supervisors, probationary employees, temporary employees and all other employees of the City.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check-off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be

remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made.

The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers Local #362.

I authorize and direct you to deduct said membership dues from the first paycheck of each month after the date this assignment is delivered to you and to remit same to the Treasurer of Laborers Local #362.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of any contract year.

Date

Name

Section 2.2. Fair Share.

Employees covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as

certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become nonmembers of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of an employee's fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union Local 1.

Section 2.3. Indemnification.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions

of this Agreement. Forms may be obtained at the Human Resources Department. A grievance shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it in writing to his or her supervisor, who is designated for this purpose by the City. The supervisor shall give his or her written answer within five (5) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within five (5) business days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union Steward. The Department Head, or his or her representative, shall discuss the grievance within five (5) business days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within five (5) business days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within five (5) business days after the designated Department Head's answer in Step 2. A meeting between the Human Resources Director, and/or his or her representative, and Union Representative and Business Representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or his or her representative, and the Union. If no settlement is reached the Human

Resources Director, or his or her representative, shall give the City's written answer to the Union within five (5) business days following the meeting.

Section 3.2. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on

the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on all parties.

Section 3.4. Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be

responsible for compensating its own representatives and witnesses.

Section 3.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive except Holidays.

ARTICLE 4 STEWARD CLAUSE

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employers representative of the selection, whose duty it will

be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement.

ARTICLE 5 NO STRIKE AND NO LOCKOUT

Section 5.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 5.2. No Lockout.

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 HOURS OF WORK, WAGES AND LONGEVITY

Section 6.1. Regular Workweek.

The regular workweek will be Monday through Friday, ~~with normal hours of work for PACE employees, being 8:00 a.m. to 4:00 p.m.~~ will be 7:30 a.m. to 3:30 p.m. and Police employees will be 8:00 a.m. to 4:00 p.m. and such additional time as may be required in the judgment of the City to serve the citizens. The regular workweek shall consist of forty (40) hours per week and five (5) consecutive eight (8) hour workdays. Eight (8)

consecutive hours of work within a twenty-four (24) hour period shall constitute a regular workday. These hours can be changed through mutual agreement of the employee and the Department Head.

Section 6.2. Overtime.

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate for all hours paid outside the normal work hours Monday through Friday. All work on Saturday and Sunday will be paid at time and one-half (1 1/2) the normal rate of pay. Compensatory time can be used with mutual agreement of the employee and the Department Head at the rate of one and one-half (1 1/2) hour of compensatory time for each hour of overtime. Call-ins for overtime will be paid at a minimum of three (3) hours at one and one-half (1 1/2) times their normal rate of pay, if such call-in is not scheduled.

Call ins shall be from the volunteer call-in list. The top person on the list shall be called first, and then shall continue down the list until the call-in is filled. The list shall rotate every six months (the first person on the list will go to the bottom of the list). If no employees volunteer for the call-in, the call will be filled by reverse order of the volunteer list. If no employees are available such services will be contracted out.

In the event no employees volunteer for the call-in list, the list will be established by reverse seniority from the Building, Fire and Property Maintenance Inspectors. If the call-outs run into the employees normal work week hours, the employee shall be paid for the hours worked.

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Section 6.3. Flex Time.

The decision by a Department Head or supervisor to permit or not permit a covered employee to work hours other than the employee's normally scheduled hours pursuant to a request made by that employee shall not be used as the basis for establishing a past practice in that department or any other department of the City. Nothing in this Section shall be interpreted as infringing on the rights established by Article 14 (Management Rights) of this Agreement.

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Section 6.4. Meal Breaks.

Each employee shall be granted a thirty (30) minute meal break with pay. Meal breaks will be scheduled whenever practicable at the approximate midpoint in the employee's work shift.

Section 6.5. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 6.6. Wages.

Rate of Pay and Longevity for Employees Hired Prior to May 1, 1996.

(a) Effective May 1, ~~2014~~2013, regular pay and longevity pay for employees hired prior to May 1, 1996, shall be paid as set forth in Appendix "A" attached hereto.

(b) Effective May 1, ~~2014~~2014, regular pay and longevity pay for employees hired prior to May 1, 1996, shall be paid as set forth in Appendix "A" attached hereto.

Rate of Pay and Longevity for Employees Hired After May 1, 1996.

(c) Effective May 1, ~~2014~~2013, employees hired after May 1, 1996, shall be paid wages at an hourly rate which is 2.25% higher than their previous rate and consistent with the rate of pay incorporating longevity schedules as shown in Appendix "B" attached hereto.

(d) Effective May 1, ~~2014~~2014, employees hired after May 1, 1996 shall be paid wages at an hourly rate which is 02.25% higher than their previous rate and consistent with the rate of pay incorporating longevity schedules as shown in Appendix "B" attached hereto.

The City shall provide employees the opportunity to advance and maintain certification pay levels. The City will pay for the cost of certifications, seminars and training courses to maintain and advance pay levels. Employees will be eligible to take each certification test two (2) times at the City's expense. If the employee fails to pass the same certification test after the second test, the employee will have to take any further test on

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the same certification at their own expense and on their own time. Once the employee passes the same certification the City will reimburse the employee for the cost of a successful exam. Training must be approved by the Department Head. If the employee and Department Head disagree on whether a training course is necessary, the dispute shall be subject to the grievance process but with no appeal to an arbitrator. An Approved Certification List is included as Appendix "C".

(e) An employee shall continue to advance a pay level for each additional certification on the Approved Certification List. Pay levels for core certifications for the employee's position shall increase forty (40) cents and all other certifications shall increase twenty-five (25) cents.

(f) Existing employees on payroll as of May 1, 2008 will not be required to hold the core certification(s) for the position they currently hold unless otherwise required. i.e. plumbing license, Cross Connection Control License. Employees who do not hold the core certification(s) will be ineligible to test for any certifications that are not a core certification for their current position. Existing employees who have previously tested for a core test and failed will be eligible to retake the exam two more times at the City's expense. All new employees will be required to have all core certification(s) at time of hire or obtain by the end of their probationary period (one (1) year). New employees will

be ineligible for additional certification pay until all core certification(s) are obtained.

(g) Pay increases for certification levels shall begin when presented to the Department Head for approval. Employees who fail to maintain a certification level shall retreat one certification pay level for each certification lost.

[\(h\) A one-time signing bonus will be paid following the June 23, 2014 ratification of the contract by Council in the amount of \\$500 to employees on payroll at time of ratification.](#)

Section 6.7. Longevity.

Employees covered by this Agreement shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5	5%
10	7%
15	9%
20	11%
25	13%
30	15%

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above and consistent with the certification pay level, that will become effective on the employee's appropriate 5, 10, 15, 20 and 30 anniversary date.

Section 6.8. Working Out of Classification and Promotions.

(a) Employees covered by this Agreement who work in a higher classification for eight (8) consecutive hours or more shall be paid the higher rate of pay. This shall apply whether the

employee is assigned to work in a bargaining unit or non-bargaining unit position.

(b) When working out of classification or promoted to a higher classification the employee shall receive a cent per hour increase on their current wage equal to the increments between classifications at base level as set forth in Appendixes "A" and "B". When working in a non-bargaining unit position, they shall receive a cent per hour increase on their current wage equal to the increments between classified grade levels or the entry level pay of the higher position, whichever is greater.

Section 6.9. Flex Cash Participation.

Nothing contained in this Agreement is understood by the parties or is to be construed by anyone else to preclude any employee covered by the Agreement, from voluntarily reducing his or her pay as provided in the Agreement pursuant to a salary reduction agreement in order to participate in the City of Bloomington's Flex Cash Plan.

Section 6.10 Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department. This Section will be implemented 30 days from when Classified employees and at least three (3) other bargaining units agree to direct deposit or checks being mailed.

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ARTICLE 7 HOLIDAYS

Section 7.1. Number of Holidays.

The following days are Holidays:

New Year's Day	Veteran's Day
M. L. King's B'day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	½ Day New Year's Eve

Section 7.2. Holidays on Scheduled Workday.

Employees required to work the above holidays will be paid one and one-half (1½) their normal rate of pay, plus their regular eight (8) hours of pay for the holiday.

Section 7.3. Eligibility for Holiday Pay.

In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave status on either or both of said days.

ARTICLE 8 VACATION

Section 8.1. Length of Vacation.

Full-time employees shall receive vacation as follows:

<u>Years of</u> <u>Continuous Service</u>	<u>Length of</u> <u>Vacation</u>
DOH	2 weeks
1 years, but less than 8 years	2 weeks

8 years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Section 8.2. Scheduling.

Vacations must be taken within the vacation year in which they are due (anniversary date to the next anniversary date) unless advance written notice and written approval of the supervisor is obtained. These vacations must be taken at the convenience of the department. Employees shall be allowed to carry over one-half (½) of his or her earned vacation to the following year. An employee's vacation will begin at the end of his or her last scheduled workday.

Section 8.3. Separations and Reinstatements.

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency not involving personal misconduct will also receive all earned vacation. All earned vacation of employees who die in the service shall be paid to the spouse or estate of said individual.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 9.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on

the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

Section 9.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.

Grievances involving an employee's discharge or disciplinary suspension may be presented at Step 2 of the Grievance Procedure. The Grievance Procedure established in this Agreement shall be the exclusive procedure for contesting such discipline.

Section 9.3. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary

discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 9.4. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.

An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.

Section 9.5. Post Accident Testing.

As soon as practical following an accident involving a City vehicle or vehicle driven for City business, the employee driving the vehicle shall be tested for alcohol and controlled substances in the manner set forth by this Article:

- (1) If the accident involved the loss of human life; or
- (2) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (3) One or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

An accident covered by this Section shall be deemed to satisfy the reasonable suspicion standard.

Section 9.6. Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, a supervisor who has received training on the effects of drug or alcohol use shall notify the employee and Union Steward or Union Representative of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that the employee may have.

Section 9.7. Tests to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

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- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
 - (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
 - (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;
 - (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
 - (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
 - (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided

the employee notifies the Human Resources Director [or his or her designee](#) within seventy-two (72) hours of receiving the results of the tests;

- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 9.8. Right to Contest.

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9.9. Discipline and Voluntary Requests for Assistance.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who prior to any notification of a drug or alcohol testing voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) – medical professional involved;

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- (b) the employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to follow up random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

~~Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform their normal duties may be temporarily reassigned with their current pay to other more suitable duties.~~

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Section 9.10. Removal of Adverse Material.

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written request to the Department Head by the individual employee, remove all such documents from the employee's file (both the official file which is kept by Human Resources as well as the unofficial file kept by the Department). The documents will be placed in a file which is kept only for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files shall be maintained by and access limited to the Legal Department staff for the purpose of defending for legal disputes.

ARTICLE 10 LEAVES

Section 10.1. Personal Convenience Leave.

Each full-time employee shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of one (1) hour or more at the convenience of the employee subject to the discretion of his or her supervisor. Personal Convenience Leave may not be accumulated from one

fiscal year to another. [Personal Convenience Leave will not be paid out at time of separation for newly hired probationary employees.](#)

Section 10.2. Sick Leave.

Sick Leave Base and Accrual. Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees are eligible to use up to 24 hours of sick leave for the unplanned surgery of their parent, step-parent or their spouses parent or step parent in a fiscal year.

Employees shall accrue eight (8) hours each month to a maximum of 960 hours, which shall be paid at full pay during the time of illness. This benefit shall be accrued by new employees from their date of hire at twenty (20) hours each month for his or her first nine (9) months of employment, after which it shall accrue at a rate of eight (8) hours each month up to a maximum of 960 hours.

Employees [hired before June 23, 2014](#) shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Used for Creditable Service (Supplemental Sick Leave). Employees may have accumulated supplemental sick

leave accrual of an additional two hundred forty (240) sick days for Illinois Municipal Retirement Fund creditable service purposes only. No new supplemental sick leave will accrue after April 30, 2008. It is understood between the parties that such additional supplemental accrual cannot be used for any paid time off. However, for those employees who have a Supplemental Sick Leave balance, up to 480 hours will be paid into the RHS, if eligible, for sick leave buyback. Example: If an employee has 800 hours of supplemental sick time 480 hours will be paid into the employee's RHS, while 320 hours would be submitted to IMRF for service credit.

Accelerated Accrual. Whenever an employee depletes all but eighty (80) hours of sick leave by reason of one serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a healthcare provider, the employee upon return to full duty shall accrue sick leave at the rate of two and one-half (2½) days per month until his or her sick leave returns to the level maintained before the serious health condition. Employees will be eligible for rapid accrual only one time beginning May 1, 2008 through their career with the City. Employees requesting rapid accrual will do so in writing upon their return to full duty.

Sick Leave Buy Back. Employees hired prior to May 1, 2011 who retire or leave the employment of the City under

honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

Absence of More Than Three (3) Consecutive (3) Days.

For any absence of more than three (3) consecutive days unless sick leave abuse is suspected as detailed below, Human Resources will require the employee to submit a statement from a reputable physician medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of more than three (3) consecutive days unless sick leave abuse is suspected as detailed below, Human Resources will require a statement from a reputable physician medical professional stating that he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty.

Sick Leave Abuse. Abuse of paid leave is prohibited. The City shall have the ability to monitor, investigate and discipline sick leave abuse. The following situations are examples of potential sick leave abuse:

A pattern (more than three (3) of the same) of sick leave usage, such as repeated use of sick leave in conjunction with regular days off, holidays, vacations or other days off, or repeated use of sick leave on a particular day of the week.

Use of sick leave and being engaged in activities that indicates an ability to work.

Human Resources will investigate and address concerns regarding sick leave abuse with the employee. If an employee (or their immediate family member) is experiencing an on-going medical situation they must provide information from their doctor addressing their need for sick leave. If an employee cannot provide or elects to not provide information, progressive discipline will be administered. In situations of suspected sick leave abuse, employees may be required to provide medical verification of absences for any future sick leave occurrences for a period of six (6) months.

[To the extent that such employee or family members injury or illness qualifies as a series health condition under the Family and Medical Leave Act \(FMLA\), the employee will be required to use accrued sick time, which shall run concurrently with available FMLA time in accordance with Section 10.9 FMLA and ADA.](#)

Section 10.3. Bereavement Leave.

Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Immediate family is defined as: mother, father (which includes stepparents or legal guardians); mother-in-law; father-in-law; husband; wife; sister; brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances. In addition, Department Heads shall have the authority to grant Bereavement Leave in hourly increments for situations other than listed above.

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances and the personal needs of the employee and is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department. The supervisor is entitled to make reasonable requests for such information as confirmation of death and the proof of need to travel.

Employees are expected to respect the spirit of this policy and its implied limitations. "Someone close" goes beyond

standard relatives like parents, spouses and children, and can include longtime friends.

Section 10.4. Injury Leave.

- (a) An employee's eligibility for payment of forty-five (45) days of injury leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work.
- (b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.
- (c) Use of Sick Leave and Vacation. After the payment and use of forty-five (45) days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.
- (d) Contested Injuries. Charges shall be made against sick leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, the first forty-five (45) days of leave (which should have been job injury) so charged shall be

credited to the employee's leave balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

- (e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician and a release to work obtained.

Section 10.5. Military Leave.

Military Leave, including reinstatement, shall be granted in accordance with applicable law.

Section 10.6. Jury Duty.

Any employee covered by this Agreement who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of jury duty hours and of the amount of pay received thereof.

Employees are expected to return to work upon release from jury duty.

Section 10.7. Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant, at his discretion, a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

- (a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.
- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Department Head. If leave was for a medical condition a medical release must be provided to Human Resources.

Section 10.8. Leave of Absence to Accept Full-time Position with Union.

In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in

accordance with Section 10.7 Leave without Pay of this Agreement.

Section 10.9. FMLA and ADA.

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. ~~Covered employees are not required to exhaust paid leave in order to be eligible for FMLA leave.~~ Effective January 1, 2015 qualifying FMLA events will run concurrent with sick leave, as permitted by FMLA. FMLA leave shall be granted for the adoption of a child as required by law. Employees will be responsible for obtaining the necessary FMLA paperwork.

Section 10.10. Wellness Day.

In the spirit of promoting wellness, employees will be eligible for one (1) day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at anytime during the next fiscal year with approval of their Department Head. A Wellness Day cannot be rolled over into future years and must be used in full day increments. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

Section 10.11. Restricted Duty Status.

When, at any time during a period of paid sick or injury leave, the employee is released to perform restricted duty work by his physician or other competent recognized medical

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authority, the City may assign the employee to any restricted duty work available provided that:

- (1) every effort shall be made to provide such tasks within the bargaining unit;
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;
- (3) seniority shall continue to accrue during the period of such restricted duty;
- (4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;
- (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

At the end of the five hundred twenty (520) hours worked (65 days), the restricted duty status shall be reviewed and the assignment may be renewed for one additional period of five hundred twenty (520) hours worked.

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment.

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with pay to other more suitable duties.

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ARTICLE 11 SENIORITY

Section 11.1. Definition.

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Part-time and seasonal employees that have worked on a continuous basis shall receive credit from their date of hire. Annually, the City will provide a list of employees, with their name, address and social security number to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City of Bloomington and Local 362 of any address changes. [New employees hired after June 23, 2014 will use their full-time date of hire for determining their Service Date for longevity and leave accruals.](#)

Section 11.2. Seniority Principle.

In all cases of layoffs when working forces are being decreased, and recalls when working forces are increased, where employees are substantially equal in ability and qualifications, seniority shall be the determining factor.

Section 11.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first year of continuous [full-time](#) service, after which his or her seniority shall date back to his or her continuous full-time date of hire in the bargaining unit. An extension may be issued, [to Crime Data Analyst and Crime Intelligence Analyst employees,](#) if training or testing results are not available for the probationary employee. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. An employee who is promoted or transferred to a different job within this unit shall not be considered a newly hired probationary employee. The employee shall have a one (1) year probationary period in that new position. An extension may be issued to Police bargaining unit members if training or testing results are not available for the probationary employee.

Section 11.4. Promotions and Vacancies.

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the appropriate emphasis on education, skills, experience and, if necessary, the results of a written and/or oral examination.

All vacated or newly authorized bargaining unit positions shall be posted for five (5) business days at various locations

including bulletin boards or electronically within departments. The job description for the position will be ~~attached~~ included into the posting. Any City employee seeking consideration for filling announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications.

To be eligible to bid, any full-time employee must have successfully completed the probationary period in the position currently occupied by the employee.

All qualifications being equal, priority in selection will be based on the seniority principle (regular full-time employees in the bargaining unit having completed their probationary period.)

When applying the seniority principle as set forth above, only the actual time an employee has worked continuously for the City as a full-time employee shall be used to calculate seniority.

An employee who is transferred or promoted to a position (whether or not supervisory) within the City shall have the privilege of returning to his or her former position or its equivalent without loss of seniority, provided he or she returns within the first ninety (90) calendar days following such transfer or promotion. Management also has the right to send an employee

back to his previous position at any time during the employee's probationary period in the new position. An employee shall be restored to the same rate of pay and seniority for the position he or she returns to as the employee received for that position prior to the initial transfer or promotion.

Section 11.5. Layoff and Recall Procedure.

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 11.2 of this Agreement. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

Section 11.6. Termination of Seniority.

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or

- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be re-established if the employee can show that extraordinary circumstances prevented their timely return.

ARTICLE 12 SAFETY EQUIPMENT

Effective May 1, 2014 the City will pay \$250 each May to employees on payroll for the purpose of purchasing safety boots and work apparel appropriate for their area, which may include department identification apparel. The City will supply specified safety equipment with exception of safety boots, as deemed necessary by the Department Head. In addition, to the required safety equipment ~~The City will supply specified safety equipment as deemed necessary by the Department Head. In addition to the required safety equipment,~~ the City will supply identification jackets ~~every two (2) years. In all cases safety equipment and jacket-replacement them will be provided~~ on a wear-out basis.

In an effort to provide for the safety of the employees covered by this Agreement, safety footwear meeting ASTM F 2413-05 or ANSI Z41 shall be worn whenever an Inspector enters a construction site.

~~Effective May 1, 2008, the City will reimburse employees covered by this Agreement up to Two Hundred and Fifty Dollars (\$250.00) for shoes/boots on a wear-out basis with the supervisor's approval. The City will inform employees of the existence of any stores where the shoes may be charged to an account.~~

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification \$150 toward the annual dues at any physical fitness center designated by the City for any employee covered by this Agreement.

Section 13.2. Group Insurance Plan.

The City will contribute for all full-time employees as follows:

- (a) The City agrees to pay eighty percent (80%) of the full health insurance premium for employee coverage and seventy-three (73%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 73% equals City share; full family coverage premium X 27% equals employees share.)

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- (b) The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent coverage for dental insurance under the City of Bloomington Dental Care Plan for all benefited employees.
 - (c) The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision premium for dependent coverage for vision insurance under the City of Bloomington Vision Care Plan for all benefited employees.
 - (d) In any year in which the total amount of medical/dental/vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plans.
 - (e) The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Employee Health Care Plans. No changes in the level of benefit shall be made except by mutual agreement of the parties.

Section 13.3. Tuition Reimbursement.

Employees may receive either full or partial tuition reimbursement provided the following conditions are met:

- (a) The City will reimburse an employee for part or all of the cost of tuition and any required books for a college degree under the following conditions:

- (1) the employee notifies the Department Head prior to registration of his or her intent to claim tuition reimbursement for the course;
- (2) the course is required or is part of a required sequence leading to an undergraduate degree in an appropriate field of study, or is determined by the Department Head in his or her discretion to be of benefit to the Department;

For purposes of this subsection, "part of a required sequence" refers to specific related courses which are required for completion of the curriculum in the employee's ~~major~~ field of study; ~~it does not include~~ "core" or general electives required by the institution for the award of a Bachelor's degree unless it otherwise qualifies for reimbursement under this subsection;

- (3) written authorization for tuition reimbursement shall be obtained from the Department Head and forwarded to the Human Resources Department prior to enrollment and on forms provided by the Human Resources Department.

- (4) reimbursement to employees will not exceed the per hour cost of Illinois State University and annually employees will not be eligible for tuition reimbursement beyond the IRS threshold for non-taxable reimbursement . The IRS reimbursement will be based on a calendar year.

- (b) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees, and required books according to the following schedule:

100% for a grade of A
100% for a grade of B

75% for a grade of C or Pass on Pass/Fail
0% for a grade of D or lower

option

The amount reimbursed to the employee will be less any amount received for scholarships, military, financial aid grants, etc. Employees are required to disclose this information at the time their bills and grades are submitted.

- (c) Any employee who leaves City service within one (1) year of receiving reimbursement will refund to the City the amount reimbursed. This sum may be withheld from the final paycheck.

Section 13.4. LIUNA Pension.

The City will make a twenty cent (\$.20) per hour per employee contribution to LIUNA Pension. Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Employer contributions shall not be made for overtime hours. Such increases shall be shown as an employer contribution.

ARTICLE 14 MANAGEMENT RIGHTS

Section 14.1. Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organizations, and number of personnel by

which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 14.2. City Rules, Polices and Procedures.

The City's rules, polices and procedures shall not be considered part of this Agreement; and shall control unless in conflict with the provisions of this Agreement, in which case the Agreement shall supersede. This provision shall not limit the right to file a grievance concerning the improper application of any such rule, policy and procedure.

Section 14.3. Emergency Conditions.

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, financial emergency, or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Mayor or the City Council during the time of the declared emergency conditions; provided that wage rates shall not be suspended nor shall this Section limit an employee's right to invoke the Grievance Procedure over the issue of pay.

ARTICLE 15 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 16 SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and

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Union alternatives to the contemplated subcontract, but in no event will such obligation delay the City's actions. If the City decides to subcontract the work, it will notify the Union of its decision.

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When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 11.2. Seniority Principle and Section 11.5. Lay off and Recall Procedure will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

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ARTICLE 167 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties' agreement to this provision shall not be construed as

waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment unless expressly waived in this Agreement; or
- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 178 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 2011,2013 and shall remain in full force and effect until the 30th day of April, 20135. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date

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which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of ~~September~~June, 20134.

DRAFT

LABORERS INTERNATIONAL UNION,
LOCAL 362 INSPECTORS

By: _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL
CITY OF BLOOMINGTON, ILLINOIS

By: _____

**APPENDIX "A" Wage Tables – Employees hired prior to
May 1, 1996**

Base Wage	Increase %	Denny Mallory	Mike Alwes Robert Jeakins	-	Mike Powell	Garry Hinderliter
2011	2%	\$21.38	\$23.59	-	\$27.77	\$29.48
2012	0%	\$21.38	\$23.59	-	\$27.77	\$29.48

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Note: ~~Certifications will be added to base and then longevity calculated as percentages are defined in Section 6.7 of the Inspectors contract.~~

Local 362- Inspectors

Individual Contract Tables

Base Wage	Increase %	Denny Mallory	Mike Alwes Robert Jeakins	Mike Powell	Garry Hinderliter
2013	2.25%	\$21.86	\$24.12	\$28.39	\$30.14
2014	2.25%	\$22.35	\$24.66	\$29.03	\$30.82

Note: ~~Certifications will be added to base and then longevity calculated as percentages are~~

**APPENDIX “B” Wage Tables - Employees hired after to
May 1, 1996**

Base Wage	Increase %	Inspector I	Inspector II	Inspector III	Inspector IV
2011	2%	17.30	19.30	21.30	23.60
2012	0%	17.30	19.30	21.30	23.60

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~~Note: Certifications will be added to base and then longevity calculated as percentages are defined in Section 6.7 of the Inspectors contract.~~

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Local 362- Inspectors						
Base Wage	Increase %	Inspector I	Inspector II	Inspector III	Inspector IV	
2013	2.25%	17.69	19.73	21.78	24.13	
2014	2.25%	18.09	20.18	22.27	24.67	
Note: Certifications will be added to base and then longevity calculated as percentages are defined in Section 6.7 of the Inspectors contract						

APPENDIX “C” Approved Certification List

Local 362 Inspector Certification Form

Employee Name: _____ ID#: _____

Please check all that apply:

Residential Inspection Categories

- P1 Residential Plumbing Inspector
- B1 Residential Building Inspector
- M1 Residential Mechanical Inspector
- E1 Residential Electrical Inspector

Commercial Inspector Categories

- B2 Commercial Building Inspector
- E2 Commercial Electrical Inspector
- M2 Commercial Mechanical Inspector
- P2 Commercial Plumbing Inspector

Plans Examiner Categories

- B3 Building Plans Examiner
- E3 Electric Plans Examiner
- M3 Mechanical Plans Examiner
- P3 Plumbing Plans Examiner
- R3 Residential Plans Examiner

Code Enforcement Categories

- 75 Zoning Inspector
- 64 Property Maintenance and Housing Inspector
- 21 Accessibility Inspector/Plans Examiner

Fire Code Categories

- 66 Fire Inspector I
- 67 Fire Inspector II
- F3 Fire Plans Examiner

Energy Conservation Categories

- 77 Commercial Energy Inspector
- 78 Commercial Energy Plans Examiner
- 79 Residential Energy Inspector/Plans Examiner

Certification Categories Requiring Multiple Examinations

- Certified Building Official (CBO)

Certification Categories Requiring Multiple Examinations and Application

- Building Inspector
- Mechanical Inspector
- Residential Combination Inspector
- Combination Inspector
- Certified Building Code Official (CBCO)
- Certified Fire Code Official (CFCO)
- Certified Plumbing Code Official (CPCO)
- Master Code Professional (MCP)
- Electrical Inspector
- Plumbing Inspector
- Commercial Combination Inspector
- Combination Plans Examiner
- Certified Electrical Code Official (CECO)
- Certified Mechanical Code Official (CMCO)
- Certified Housing Code Official (CHCO)

POLICE

- Certified Criminal Analyst
 - Basic Level— 0 Certifications
 - Practitioner Level—4 Certifications
 - Advanced Level—8 Certifications
 - Lifetime Level—0 Certifications
No test. Apply for honorary title.

Total Number of Certifications to Date: _____

Revised 12/17/06

APPENDIX "D" Core Certifications

The following are required examinations/certifications for identified job classifications.

Position	Exam Code	Exam Description
Inspector (III) - Building	B1	Residential Building Inspector
	64	Property Maintenance and Housing Inspector
	R3	Residential Plans Examiner
Inspector III – Multi Disciplined	64	Property Maintenance Inspector
	B1	Residential Building Inspector
	57	Zoning Inspector
Inspector (III) - Plumbing		Illinois Plumbing Inspector
		Illinois Cross Connection Control Inspector
	P3	Plumbing Plans Examiner
Inspector (III) - Electrical	E1	Residential Electrical Inspector
	E2	Commercial Electrical Inspector
	E3	Electrical Plans Examiner
Inspector (III) - HVAC	M1	Residential Mechanical Inspector
	M2	Commercial Mechanical Inspector
	M3	Mechanical Plans Examiner
Inspector (III) – Fire Protection	66	Fire Inspector I
	67	Fire Inspector II
	F3	Fire Plans Examiner
Inspector (IV) - Mechanical Plans Examiner	E3	Electrical Plans Examiner
	M3	Mechanical Plans Examiner
	M2	Commercial Mechanical Inspector
	P3	Plumbing Plans Examiner
Inspector (II) Rental	64	Property Maintenance and Housing Inspector
	75	Zoning Inspector
Inspector II - Property Maintenance	64	Property Maintenance and Housing Inspector
	57	Zoning Inspector
Inspector III - Fire	66	Fire Inspector I
	67	Fire Inspector II
	F3	Fire Plans Examiner
Inspector III - Rehab Specialist	B1	Residential Building Inspector
	64	Property Maintenance and Housing Inspector
	75	Zoning Inspector
Inspector (I) Property Maintenance (Grass and Weeds)	64	Property Maintenance and Housing Inspector

APPENDIX “D” Core Certifications continued

Inspector IV - Police

Basic Level - 0 certifications.

New Hire/Probationary Employee - No test - 40 hours of training and submission of proper paperwork to achieve Basic certification. Recertify after three (3) years, no test required.

Practitioner Level – 4 certifications.

Must apply. Three (3) years law enforcement analytical experience and pass Practitioner Level test. Must recertify after three (3) years.

Advanced Level - 8 certifications.

Ten (10) years law enforcement analytical experience is required for application. Passing advanced test is required.

Lifetime – 0 certifications

No test. Apply for honorary title.

APPENDIX "E" LIUNA TENTATIVE AGREEMENT

City of Bloomington and Laborers Local 362 Inspectors

Tentative Agreement

1. The City and Union agree to select the "Preferred Schedule" from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to November 1, 2011.
2. All contributions to the LIUNA pension will be funded as described in Section 13.4 of the Inspectors agreement. The City's contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
3. Retroactive cost increases that are greater than the City's contribution limit will be deducted from the employees' paychecks.
4. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.



APPENDIX "E" LIUNA TENTATIVE AGREEMENT CON'T

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:


1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.4 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.20 per hour shall be increased by 10% to the rate of \$.22 per hour effective November 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.4 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

APPENDIX "E" LIUNA TENTATIVE AGREEMENT CON'T

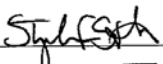
- b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.
- c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of, November 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: 
Name: Anthony Penn
Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature: 
Name: Stephen F. Ostockton
Position: Mayor Date: May 15, 2012



FOR COUNCIL: June 28, 2014

SUBJECT: Advertisements for the Bloomington Center for the Performing Arts (BCPA) in *The Pantagraph*

RECOMMENDATION/MOTION: That formal bid process be waived, the advertising contract with *The Pantagraph* be approved, in the amount of \$38,000, and the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

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

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

BACKGROUND: The Parks, Recreation & Cultural Arts Department requests permission to allow for the purchasing of \$38,000 in advertisements to promote the programming of the BCPA in *The Pantagraph* of Bloomington, Illinois, from May 2014 - April 2015. A waiver from the bidding process is requested as *The Pantagraph* is the only major daily newspaper publishing for a general audience in Bloomington-Normal. As such, *The Pantagraph* provides the only practical solution to promoting BCPA and Parks, Recreation & Cultural Arts Department events and activities in the printed media to a broad audience.

As a result of the annual contract the ads will be billed at a rate of \$37.11 per column inch daily and \$42.27 for Sunday, which is reduced from the standard rate of \$60.54 daily/\$68.83 Sunday. These rates are the same as rates for 2013 - 2014 and reflect a forty-two percent (42%) discount from standard published rates, and will be leveraged where possible for the rest of PR&CA advertising.

As a media sponsor of the BCPA's 2014 - 15 season, the BCPA will receive additional promotion of its events, including an additional forty-eight inches (48") of advertising for each of three (3) sponsored shows, plus promotion of BCPA programs through online contests sponsored by *The Pantagraph*.

Staff respectfully requests the formal bidding process be waived to allow for these advertisements to be purchased.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The BCPA Box Office requests information from patrons about where they heard about a show at each ticket transaction. Print media – primarily *The Pantagraph* – consistently ranks high on that list.

FINANCIAL IMPACT: The \$38,000 was appropriated in the FY 2015 Budget under BCPA-Advertising (10014125-70610-20000). Stakeholders can locate this in the FY 2015 Proposed Budget document titled “Budget Overview & General Fund” on page 184.

Respectfully submitted for Council consideration.

Prepared by: Erin Mangian, Marketing Mgr., Parks, Rec. & Cultural Arts

Reviewed by: John R. Kennedy, Director of Parks, Rec. & Cultural Arts

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Advertising Agreement
Attachment 3. Sponsorship Agreement

Motion: That formal bid process be waived, the advertising contract with The Pantagraph be approved, in the amount of \$38,000, and the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF ADVERTISING FOR THE BCPA
FROM THE PANTAGRAPH AT A PURCHASE PRICE OF \$38,000**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Advertising for the BCPA at a Purchase Price of \$38,000.

ADOPTED this 23rd day of June, 2014.

APPROVED this ___ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

THE PANTAGRAPH / pantagraph.com

301 W. Washington St.
Bloomington, IL 61701

Account Number

ADVERTISING AGREEMENT

THIS AGREEMENT is made as of _____ between Pantagraph Publishing Co. d/b/a The Pantagraph, _____, the "Advertiser."

TERM This Agreement will begin on _____ and end on _____. This Agreement shall remain in effect until the end of its term except for the reasons specified in Sections 1 and 2 below.

VOLUME AGREEMENT The Advertiser will purchase at least _____ of total advertising before the end of the term.

Product	Rate	Details

Additional Details:

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

ADDITIONAL TERMS AND CONDITIONS

- Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.
- Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
- Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.
- Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.
- Indemnification.** Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.

- 6. Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results there from. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.
- 7. Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.
- 8. Ownership.** Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.
- 9. Taxes.** Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.
- 10. Brokered Advertising.** Publisher does not accept local brokered advertising.
- 11. Assignment.** Advertiser may not assign its advertising space or this Agreement to third parties.
- 12. Advertising Content.** Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.
- 13. Compliance with Fair Housing Act and Other Laws.** The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.
- 14. Excusable Delays.** Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.
- 15. No Waiver.** Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.
- 16. Miscellaneous.** Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

Addendum(s) to this Agreement have been attached and are labeled as follows:

PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.

ADVERTISER	PANTAGRAPH PUBLISHING CO.	ADVERTISING AGENCY (if applicable) (Jointly & severally responsible. See Sections 5 & 7)
<i>ADVERTISER SIGNATURE</i>	<i>PANTAGRAPH AD MANAGER SIGNATURE</i>	<i>ADVERTISING AGENCY SIGNATURE</i>
<i>PRINT NAME, TITLE</i>	<i>PANTAGRAPH AD MANAGER NAME, TITLE</i>	<i>PRINT NAME, TITLE</i>
<i>COMPANY NAME</i>	<i><u>PUBLISHER OR GM SIGNATURE</u></i>	<i>AGENCY NAME</i>
<i>COMPANY BILLING ADDRESS & LOCAL ADDR IF DIFFERENT</i>	<i>SALESPERSON</i>	<i>AGENCY BILLING ADDRESS</i>
	<input style="width: 100%; height: 20px;" type="text"/> <i>NEW OR RENEWAL</i> <input style="width: 100%; height: 20px;" type="text"/>	

Pantagraph

The Pantagraph Media Sponsorship for the Bloomington Center for the Performing Arts

6/1/2014 – 5/30/2015

The Pantagraph enters into a sponsorship agreement with the BCPA on the condition that BCPA sign a contractual agreement for \$38,000. In the event BCPA does not fulfill this contract, the sponsorship agreement is null and void and any advertising used under this agreement will be billed at \$37.11 pci daily and \$42.27 pci Sunday.

The Pantagraph will be a media sponsor for the Bloomington Center for the Performing Arts . This sponsorship will include the following within Pantagraph Publishing Co. products and will cost the Bloomington Center for the Performing Arts (BCPA) \$20/month:

- \$8,500 worth of Pantagraph print advertising (each ad will be tagged as “Sponsored by The Pantagraph”) valued at open rate of \$60.54 daily and \$68.83 Sunday (approximately 130”)
- Sponsorship of 4 shows to be mutually agreed upon which The Pantagraph will provide an additional 30” of advertising per each show- Requested shows include: **Los Lobos (10/19/2014), American English (1/23/2014), One Night of Queen (3/10/2014), Nitty Gritty Dirt Band (4/26/2014).**
- Online ticket contests sponsored by The Pantagraph or pantagraph.com for each event at the BCPA to garner email addresses to be shared by The Pantagraph and the BCPA

As a Media Sponsor, The Pantagraph will be entitled to the following:

- 6 tickets to each main stage show pending contractual availability plus the sponsor box (6 seats) for the four sponsored shows. (\$200) Four of the 6 tickets will be used as prizes for online ticket contests. One pair of tickets (2) will be for Pantagraph internal use.
- Ability to utilize BCPA email blast to push out Pantagraph offers once per quarter (4 times total) pending City of Bloomington approval of content.

Agreed: _____(client)

Agreed: _____(newspaper)

By: _____

By: _____

Date: _____

Date: _____





FOR COUNCIL: June 23, 2014

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

RECOMMENDATION: That the Resolution be adopted.

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

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

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

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

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

Although not required by law, the Resolution also contains language requiring contractors provide proof of participation in an apprenticeship program if the contract is in excess of \$100,000. According to the City Manager, the apprenticeship language was added by a past City Council at the request of the Trades and Labor Council.

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

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

FINANCIAL IMPACT: Unknown at this time.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Ernestine Jackson, Human Relations

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1: Resolution

Motion: That the Resolution be adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 23rd day of June, 2014

APPROVED this ___ day of June, 2014

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mclean County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		BLD		30.220	31.220	1.5	1.5	2.0	7.700	9.290	0.000	0.800
ASBESTOS ABT-GEN		HWY		32.200	32.750	1.5	1.5	2.0	7.700	10.67	0.000	0.800
ASBESTOS ABT-MEC		BLD		32.140	34.640	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		36.750	39.750	2.0	2.0	2.0	7.070	15.84	0.000	0.350
BRICK MASON		BLD		29.820	31.320	1.5	1.5	2.0	8.300	11.60	0.000	0.580
CARPENTER		BLD		30.050	32.300	1.5	1.5	2.0	7.700	13.91	0.000	0.520
CARPENTER		HWY		31.650	33.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520
CEMENT MASON		ALL		30.590	31.590	1.5	1.5	2.0	6.300	11.00	0.000	0.600
CERAMIC TILE FNSHER		BLD		29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000	0.580
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN		BLD		34.950	38.340	1.5	1.5	2.0	5.600	10.05	0.000	0.870
ELECTRONIC SYS TECH		BLD		29.420	31.170	1.5	1.5	2.0	5.350	7.330	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.070	46.200	2.0	2.0	2.0	12.73	13.46	3.290	0.600
FENCE ERECTOR	E	ALL		31.610	33.510	1.5	1.5	2.0	8.840	9.020	0.000	0.900
GLAZIER		BLD		31.870	33.870	1.5	1.5	1.5	10.25	7.700	0.000	1.250
HT/FROST INSULATOR		BLD		42.850	45.350	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER	E	ALL		31.610	33.510	1.5	1.5	2.0	8.840	9.020	0.000	0.900
IRON WORKER	W	BLD		31.010	32.910	1.5	1.5	2.0	9.390	12.26	0.000	0.540
IRON WORKER	W	HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000	0.390
LABORER		BLD		29.220	30.220	1.5	1.5	2.0	7.700	9.290	0.000	0.800
LABORER		HWY		31.200	31.750	1.5	1.5	2.0	7.700	10.67	0.000	0.800
LABORER, SKILLED		BLD		29.220	30.220	1.5	1.5	2.0	7.700	9.290	0.000	0.800
LABORER, SKILLED		HWY		31.200	31.750	1.5	1.5	2.0	7.700	10.67	0.000	0.800
LATHER		BLD		30.050	32.300	1.5	1.5	2.0	7.700	13.91	0.000	0.520
MACHINERY MOVER	W	HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000	0.390
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000	0.580
MARBLE MASON		BLD		31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000	0.580
MILLWRIGHT		BLD		30.300	32.550	1.5	1.5	2.0	7.700	14.09	0.000	0.520
MILLWRIGHT		HWY		32.220	34.470	1.5	1.5	2.0	8.000	15.39	0.000	0.520
OPERATING ENGINEER		BLD	1	36.000	39.000	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		BLD	2	33.490	39.000	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		BLD	3	29.340	39.000	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		HWY	1	36.000	39.500	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		HWY	2	33.490	39.500	1.5	1.5	2.0	6.750	16.60	0.000	3.000
OPERATING ENGINEER		HWY	3	29.340	39.500	1.5	1.5	2.0	6.750	16.60	0.000	3.000
PAINTER		ALL		33.000	35.000	1.5	1.5	1.5	10.00	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		BLD		30.550	32.800	1.5	1.5	2.0	7.700	13.91	0.000	0.520
PILEDRIVER		HWY		32.650	34.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520
PIPEFITTER		BLD		39.650	42.820	1.5	1.5	2.0	7.000	10.85	0.000	1.850
PLASTERER		BLD		30.000	32.000	1.5	1.5	2.0	7.100	13.83	0.000	0.490
PLUMBER		BLD		39.650	42.820	1.5	1.5	2.0	7.000	10.85	0.000	1.850
ROOFER		BLD		29.580	31.060	1.5	1.5	2.0	8.450	7.220	0.000	0.250
SHEETMETAL WORKER		BLD		32.170	33.780	1.5	1.5	2.0	8.620	14.81	0.000	0.780
SIGN HANGER	W	HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000	0.390
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STEEL ERECTOR	W	HWY		34.580	36.580	1.5	1.5	2.0	9.390	12.26	0.000	0.390
SURVEY WORKER -> NOT IN EFFECT				31.080	31.630	1.5	1.5	2.0	7.700	9.290	0.000	0.800

TERRAZZO FINISHER	BLD	29.750	0.000	1.5	1.5	2.0	8.300	9.500	0.000	0.580
TERRAZZO MASON	BLD	31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000	0.580
TILE MASON	BLD	31.510	32.760	1.5	1.5	2.0	8.300	9.500	0.000	0.580
TRUCK DRIVER	O&C 1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	N ALL 1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	N ALL 2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	N ALL 3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	N ALL 4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	S ALL 1	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	S ALL 2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	S ALL 3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	S ALL 4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	S ALL 5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250

Legend:

- RG (Region)
- TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
- C (Class)
- Base (Base Wage Rate)
- FRMAN (Foreman Rate)
- M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
- OSA (Overtime (OT) is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

Explanations

MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas,

electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel

workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors;

Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front. TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps

(Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this

determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



FOR COUNCIL: June 23, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on July 12, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of David and Vicki Vela to allow moderate consumption of alcohol at their July 12, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and David Vela, husband and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. David Vela, husband, addressed the Commission. Mr. Vela stated that the wedding reception was scheduled for July 12, 2014 at the Lake Bloomington Davis Lodge. The plan included seventy-five to a hundred (75 – 100) guests. Mr. Vela added A Renee, located at 306 N. Center St., Suite 102, would be retained to provide liquor service, which would be limited to beer and wine only. The wedding reception would commence at 5:00 p.m. and would end at 11:00 p.m. Quiet hours begin at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of David and Vicki Vela to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their July 12, 2014 wedding reception be approved.

Motion carried, unanimously.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: **That the Ordinance be passed.**

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, David and Vicki Vela are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 4:00 p.m. to 11:00 p.m. on July 12, 2014; and

WHEREAS, David and Vicki Vela have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Davis Lodge on July 12, 2014 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 23rd day of June, 2014.

APPROVED this ___ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: June 23, 2014

SUBJECT: Application of Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd., 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 (change of ownership)

RECOMMENDATION/MOTION: That an RAS liquor license for Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd, be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application by Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd., 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. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Ashley Fleming, Store Manager and Harlan Powell, Webster Powell PC, legal counsel and Applicant's representatives.

Commissioner Renner opened the liquor hearing and noted that this application involved a change of corporation from GMRI, Inc. to Red Lobster Hospitality, LLC. Commissioner Renner requested that the Applicant's representative address this application.

Harlan Powell, Webster Powell PC, legal counsel and Applicant representative, addressed the Commission. This application represented the first part of a two (2) part transaction. Darden owned a number of brands. Darden which owned GMRI, Inc. was transferring its Red Lobster holdings to Red Lobster Hospitality, LLC. Once these transactions were completed Red Lobster Holdings, LLC would be sold to Golden Gate. Golden Gate was a separate standalone entity.

Commissioner Renner questioned business operations. Ashley Fleming, Store Manager and Applicant representative, addressed the Commission. She stated that it would be business as usual.

George Boyle, Asst. Corporation Counsel, noted that Mr. Powell labeled this application as the first part of a two (2) part transaction. Mr. Powell noted that Webster Powell's role was to effectuate this application (i.e. from GMRI, Inc. to Red Lobster Hospitality, LLC). All of the existing Red Lobster restaurants must be held by Red Lobster Hospitality, LLC. Upon

completion of these transactions, Golden Gate Partners will purchase Red Lobster Hospitality, LLC.

Mr. Boyle informed Mr. Powell that Golden Gate Partners would have to apply for a liquor license. Mr. Powell acknowledged same. He anticipated another appearance before the Commission in the near future.

Commissioner Jordan questioned if there were any legal issues. He noted that this would involve a second transaction.

Mr. Powell restated that the first step was for the current license to GMRI, Inc. to be inactivated. He hoped that the Commission and Council would agree to grant a new liquor license to Red Lobster Hospitality, LLC. He restated that once all of the Red Lobster restaurants were transferred to Red Lobster Hospitality, LLC, then Golden Gate would purchase Red Lobster Hospitality, LLC. The goal was to complete the work in the next sixty to ninety (60 – 90) days.

Commissioner Jordan questioned BASSET training. He also questioned if the new ownership would bring any changes/new ideas.

Ms. Fleming restated that it would be status quo at the restaurant. Mr. Powell added that Red Lobster would retain existing management, staff and menu. There would be no change visible to the public.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an RAS liquor license for Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 2, 2014 in accordance with City Code. In addition, the Agenda for the June 10, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

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

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an RAS liquor license for Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd, be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: June 23, 2014

SUBJECT: Application of HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., currently holding 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 regarding a consolidation to HOA Restaurant Holder, LLC (change of ownership)

RECOMMENDATION/MOTION: That an RAS liquor license for HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., be created contingent upon compliance with all health safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the notification by Hooters of Bloomington, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., currently holding 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 regarding a consolidation to HOA Restaurant Holder, LLC. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Harlan Powell, Webster Powell PC, legal counsel and License holder's representative.

Commissioner Renner opened the liquor hearing and requested that the License holder address this notification. Harlan Powell, Webster Powell PC, legal counsel and License holder's representative, addressed the Commission. He described this item as internal company housekeeping. Each Hooter's restaurant had been placed in a separate LLC. It had become too difficult to administer same. The plan was to place all of the Hooters restaurants under one (1) corporate umbrella, HOA Restaurant Holder, LLC. There would be no change to the general public.

Commissioner Tompkins questioned if the local management would remain the same. Mr. Powell responded affirmatively. The corporate ownership remained the same. The local Hooters would be held by a different LLC.

City staff informed the Commission that a liquor license was held by the corporate entity. This change of corporation would require the creation of a new liquor license.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an RAS liquor license for HOA Restaurant Holder, LLC, d/b/a Hooters,

located at 409 N. Hershey Rd., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 2, 2014 in accordance with City Code. In addition, the Agenda for the June 10, 2014 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

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

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an RAS liquor license for HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., be created contingent upon compliance with all health safety codes.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: June 23, 2014

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 3, Block 1 of Camp Kickapoo, from Danny H. LeSeure to Shannon S. Duvendack

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

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

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 3, Block 1 of Camp Kickapoo, from Danny H. LeSeure to Shannon S. Duvendack. The first sewage disposal system inspection was completed in mid-May of 2014. The septic system appears to be functioning normally at this time. The age of the sewage disposal system is unknown. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the current lease uses the old formula, (\$0.15 per \$100 of Equalized Assessed Value) for determining the Lake Lease Fee. This will change to the current formula of \$0.40 per \$100 of EAV. With this lake lease transfer, the lake lease formula will generate about \$804 per year in lease income. This lake lease income will be posted to the Lake Lease revenue account (50100140 – 57590).

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



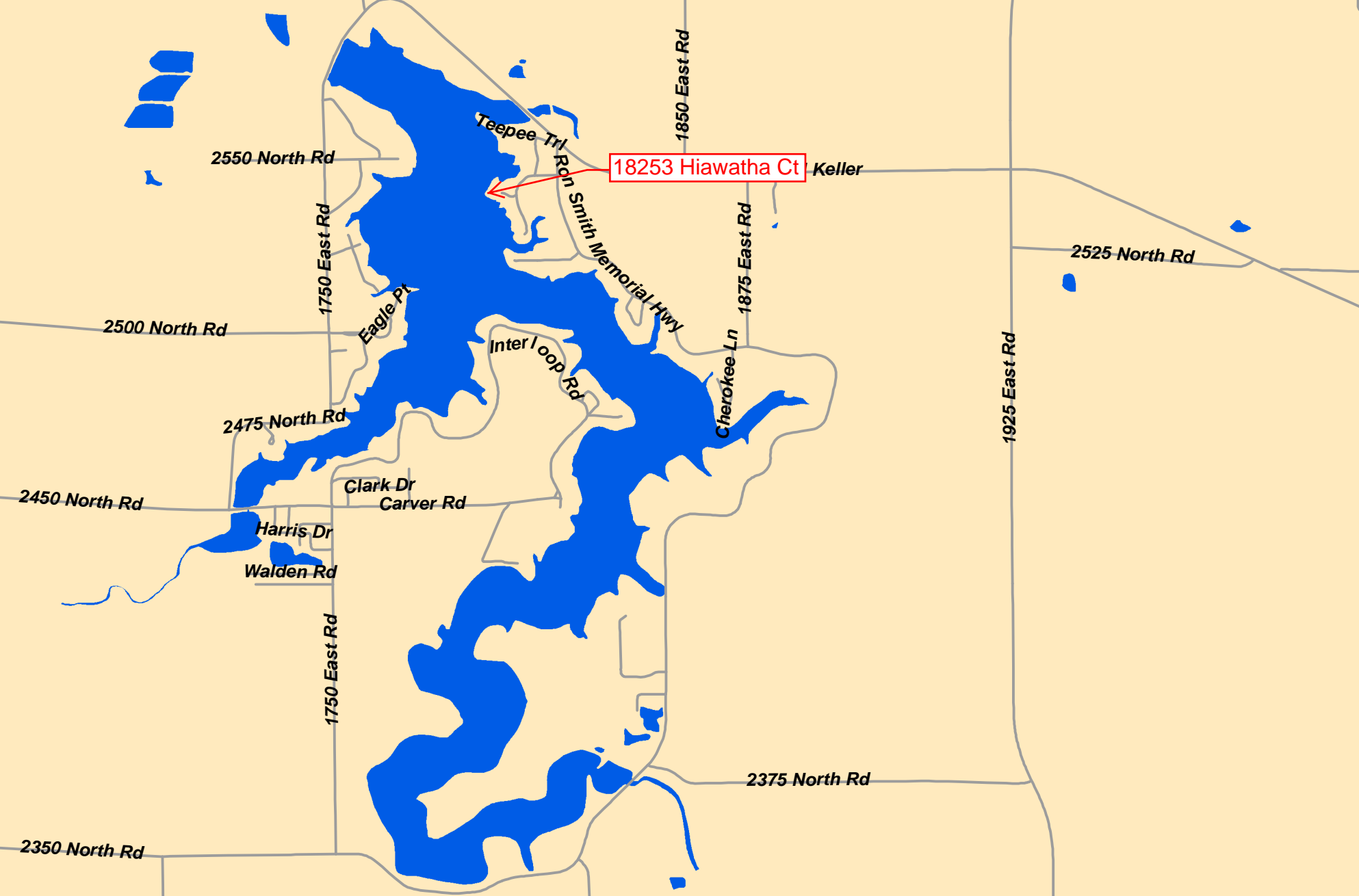
David A. Hales
City Manager

Attachments: Attachment 1. Maps

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

Motion: _____ Seconded by: _____

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



18253 Hiawatha Ct

2550 North Rd

1850 East Rd

1750 East Rd

Ron Smith Memorial Hwy

1875 East Rd

2500 North Rd

Eagle Pt

Interloop Rd

Cherokee Ln

2525 North Rd

2475 North Rd

1925 East Rd

2450 North Rd

Clark Dr
Carver Rd

Harris Dr

Walden Rd

1750 East Rd

2375 North Rd

2350 North Rd

Keller



18254

18253

25326

25360

18269

Hiawatha Ct

25292

18253 Hiawatha Ct.
Lot: 3
Block: 1
Camp: Kickapoo



FOR COUNCIL: June 23, 2013

SUBJECT: Petition from FOB Development, Inc., Requesting Approval of a Final Plat for the Empire Business Park Subdivision, Seventh (7th) Addition, commonly located at Trinity Ln. and Galena Rd., north of Empire St.

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner supplying a surety for any uncompleted public improvements and paying the required tap-on fees.

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

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

BACKGROUND: This subdivision is located south of Golden Eagle South Subdivision, west of Airport Park Subdivision, north of Empire St., and east of Airport Rd. The Final Plat is in conformance with the Second Revised Preliminary Plan approved by Council on December 14, 2009. The parcel is located at the northwest corner of Trinity Ln. and Galena Rd., north of the Advocate BroMenn Medical Office Building. A Gold's Gym health club is planned for the new lot.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: FOB Development, Farnsworth Group.

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

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal
Attachment 2. Checklist
Attachment 3. Tap On Fee Memo
Attachment 4. Plat & Map

Motion: That the Final Plat be approved and the Ordinance passed subject to the Petitioner supplying a surety for any uncompleted public improvements and paying the required tap-on fees.

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes F.O.B. Development, Inc. hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit "A" which is attached hereto and made a part hereof by this reference, is are a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as: Empire Business Park Seventh Addition;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None

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

Respectfully submitted,

By: William C. Wetzel,
Its Attorney

ORDINANCE NO. 2014 - __

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
EMPIRE BUSINESS PARK SEVENTH ADDITION SUBDIVISION**

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

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

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

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

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

1. That the Final Plat of the Empire Business Park Seventh Addition Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. Prior to the recording of the Final Plat, all City requirements in regards to the City's acceptance and filing of final plats must be completed, including but not limited to the posting of final plat payment, the provision of a performance and workmanship bond; the provision of an adjacent substandard roadway improvement guarantee, and related security documents and reserves, and any other fees or charges paid as provided by City Code, making of any required public land dedications or cash contribution in lieu thereof and obtaining and filing with the City of any off-site easements or right-of-way for public improvements serving the site.
3. The Final Plat will expire if not recorded within 90 days as provided by City Code.
4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 23rd day of June, 2014.

APPROVED this ____ day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Description of Property

A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 5 in Empire Business Park Third Addition recorded June 26, 2012 as Document No. 2012-15866 in the McLean County Recorder's Office. From said Point of Beginning, thence west 170.00 feet along the South Line of said Lot 5 to the Southwest Corner thereof, said Southwest Corner being on the East Line of Lot 7 in Empire Business Park Fourth Addition recorded July 19, 2013 as Document No. 2013-18632 in said Recorder's Office; thence south 81.86 feet along said East Line of Lot 7 which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of said Lot 7; thence west 241.17 feet along the South Line of said Lot 7 which forms an angle to the right of 270°-00'-00" with the last described course; thence south 307.75 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the North Line of Lot 2 Empire Business Park First Addition recorded December 21, 2009 as Document No. 2009-38806 in said Recorder's Office; thence east 436.92 feet along said North Line of Lot 2 which forms an angle to the right of 90°-00'-00" with the last described course to the West Line of Trinity Lane; thence northerly 221.11 feet along said West Line of Trinity Lane being the arc of a curve concave to the east with a radius of 945.00 feet and the 220.61 foot chord of said arc forms an angle to the right of 83°-17'-49" with the last described course to a Point of Tangency; thence north 170.51 feet along said West Line which forms an angle to the right of 186°-42'-11" with the last described chord to the Point of Beginning.

PIN: A Part of 15-31-351-006



Empire Business Park 7th Addition FINAL PLAT CHECKLIST

Date Prepared: 06/13/2014

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

MEMORANDUM

DATE: June 12, 2014
 TO: Tracey Covert, City Clerk
 FROM: Ryan L. Otto, P.E.
 RE: **Empire Business Park Subdivision, Seventh Addition**
 Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **Empire Business Park Subdivision, Seventh Addition**. The final plat will be considered for approval by the City Council at the June 23, 2014 meeting.

A. The following Performance Guarantee is required:

Please Furnish a new Letter of Credit which shall apply to the Original - 7th Additions:			
		TOTAL FOR NEW LETTER OF CREDIT	\$ 731,368.15
<u>The following Letters of Credit may be released upon furnishing the new letter of credit listed above.</u>			
Irrevocable Letter of Credit #1166 from Soy Capital Bank & Trust in the amount of \$47,296.00			
Irrevocable Letter of Credit #1165 from Soy Capital Bank & Trust in the amount of \$9,768.00			
Irrevocable Letter of Credit #1170 from Soy Capital Bank & Trust in the amount of \$386,315.60			

Bonds/Guarantees must be in the form(s) and language provided by City Code.

B: Tap-On Fees:

The following tap-on fees are due per the July 14, 1998 Annexation Agreement with Armstrong Construction, Inc., Ron Rave and Daniel G. Deneen:

Area of Subdivision = **3.267 acres**
 Airport Road frontage = 0

- 1) G.E. Valley Sewer Extension: \$300.00/ac + 6% simple interest from 10/1995** (Used CPI Interest)
- 2) Golden Eagle / Sapphire Sewer: \$325 /ac + 6% simple interest from 04/2005** (Used CPI Interest)
- 3) G.E. Rd. Water Main Extension: \$15.00/lf of G.E. Rd.
- 4) Airport Rd. Water Main Extension: \$15.00/lf of Airport Rd.
- 5) Airport Rd. Pavement, MFT: \$80.00/lf of Airport Rd + 6% simple interest from 08/2005**
- 6) Stormwater Detention Fee: Per the second revised Preliminary Plan for Empire Business Park Subdivision passed by council on December 14, 2009, "Any portion of lots 3-5 and 8 that drain to the existing Eagle Creek detention basins without passing through existing detention facilities constructed within the Empire Business Park development shall pay a fee in lieu of detention on site". This site is a part of lots 3 & 4. A fee in lieu of detention will apply to this site. Currently the fee is \$6,000/acre. The area flood routing to the Eagle Creek Basins is 2.919 acres (See Exhibit from Farnsworth Group); the south half of the Galena Road ROW does not flood route to

the north and therefore goes to the private onsite basins that do not require a fee for this development. The fee in lieu of detention for this site is \$17,514.00.

7) Fee in lieu of Park Land: None, no lots zoned residential.

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

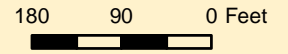
		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley Sewer Extension	51101100-54120	\$980.10	\$544.53	\$1,524.63
2	Golden Eagle/Sapphire Sewer	51101100-54120	\$1,061.78	\$227.11	\$1,288.88
3	G.E. Rd. Water Main Extension	50100120-57320	\$0.00	\$0.00	\$0.00
4	Airport Rd. Water Main Extension	50100120-57320	\$0.00	\$0.00	\$0.00
5	Airport Rd. Pavement, MFT	40100100-57320	\$0.00	\$0.00	\$0.00
6	Stormwater Detention	24104100-57320	\$17,514.00	\$0.00	\$17,514.00
7	Fee in lieu of Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
TOTAL TAP-ON FEES DUE:					\$20,327.51

C: Guarantee Substandard Street Improvement:

This subdivision is not adjacent to a street to be improved with public funds. Therefore, a Substandard Street Improvement guarantee is not required.

cc: Jim Karch, Director of Public Works
 Kevin Kothe, City Engineer
 Chris Tomerlin
 Neil Finlen, Farnsworth Group
 file

Empire Business Park 7th Addition - Final Plat





FOR COUNCIL: June 23, 2014

SUBJECT: Application of GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit Dr., for an EAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

RECOMMENDATION/MOTION: That an EAS liquor license for GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit Dr., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application by GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit Dr., for an EAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Rob Lehman, Vice President of Concessions, Carmike Cinemas, Inc., and Harlan Powell, Webster Powell PC, legal counsel and Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Harlan Powell, Webster Powell PC, legal counsel and Applicant representative, addressed the Commission. He introduced Rob Lehman, Vice President of Concessions, Carmike Cinemas, Inc. Mr. Powell informed the Commission that GKC was adopting a new business model. The Palace Cinema opened in 1999. The plan was to build a restaurant inside of the facility. Each theater would also be treated as a restaurant.

Rob Lehman, Vice President of Concessions, Carmike Cinemas, Inc., and Applicant representative, addressed the Commission. He informed them that there would be a bar area inside the building. Movie patrons could be served in the lobby bar or in the theater. Palace Cinema would continue to offer standard concessions. Mr. Lehman restated that there would be a restaurant with a bar in the lobby. Individuals would have the option of patronizing the restaurant and/or taking in a movie.

Commissioner Tompkins questioned if alcohol would be allowed in all theaters regardless of the movie's rating. Mr. Lehman responded affirmatively. There would be a manager on duty and ushers assigned to each theater.

Mayor Renner informed the Commission that this application had been discussed at the Mayoral Open House held on Friday, June 6, 2014.

Mr. Lehman informed the Commission that the AMC theater chain has been offering this level of service in its theaters across the United States. Palace represented GKC's first attempt at a dine in movie theater. Alcohol sales would be limited to single sales only.

Commissioner Jordan questioned control and underage consumption. Mr. Lehman cited lighting levels which would be above the current lighting levels in movie theaters. He cited that food service would also be available. The theater manager and ushers would periodically sweep the theaters.

Commissioner Renner questioned AMC's model. Mr. Lehman affirmed that it was the dine in theater concept. Seating would be assigned. The theaters would be set up for dining. There would be table service in the theater.

Commissioner Jordan questioned staffing levels and seating capacity. Mr. Lehman noted that the seating capacity would be reduced by fifty percent (50%). The total capacity for the entire facility would be 750 seats.

Commissioner Jordan questioned seating capacity per theater. Mr. Lehman stated 104 seats on the high end and forty-eight (48) on the low end.

Commissioner Renner restated that the current seating capacity would be reduced by fifty percent (50%). Mr. Lehman responded affirmatively. There would be tables and larger seating.

Commissioner Jordan questioned staffing levels. Mr. Lehman noted two to three (2-3) ushers per theater. There would also be a button to push for table service.

Commissioner Jordan questioned if the intention was to offer beer and wine only or all types of alcohol. Mr. Lehman stated all types of alcohol.

Commissioner Jordan cited past issues regarding an application for a liquor license at another movie theater. He questioned Council's reaction/opinion to liquor service in a movie theater. He expressed his concerns regarding consumption: monitoring, underage and/or over serving.

Mr. Powell readdressed the Commission. There would be customer/employee contact in the theater. There would be activity between the customers and theater staff. GKC understood that all patrons would not choose to dine in. In addition, all patrons would not order an alcoholic beverage. Individuals would enter the theater, purchase a ticket, select a seat, and order their food and/or beverage. There would be a master seating chart. The Palace Cinema's staff would know who ordered alcohol and where in the theater the alcohol should be. Identification would be checked. Movie goers who ordered alcohol would be given a wrist band. There would be a number of checks and balances.

Commissioner Jordan noted that in concept it sounded great. Some might welcome this business model to the community. For him the issue was control. He withheld an opinion citing the Council's past actions. He noted that Council's past concerns regarding the consumption of alcohol in a movie theater. He understood that there would also be a restaurant in the building so some liquor consumption would be independent of movie viewing.

Mr. Powell informed the Commission that GKC was pursuing this business model as a means of recapturing the family evening out. Consumers have been staying home to watch movies. Parents drop their children off at the movie theater. Adults could choose to dine in while their children take in a movie or it could be a family movie viewing event. GKC was responding to the changing demographics.

Commissioner Jordan questioned if GKC had selected an "R", Restaurant, license classification.

George Boyle, Asst. Corporation Counsel, addressed the Commission. GKC had applied for an "E", Entertainment, liquor license.

Commissioner Renner noted that the primary revenue stream would be ticket sales.

Commissioner Tompkins questioned internal security, (hiring back City Police Patrol Officers). Mr. Powell welcomed the Commission's feedback. GKC's goal was a hundred percent (100%) compliance. He noted the investment in the facility. The business needed to be successful. He added that the ovation dining concept had been successfully rolled out in the states of California and Florida. He did not have specific answers at this time.

Commissioner Tompkins questioned beverage service. Mr. Powell noted that the glassware for alcoholic beverages would be unique. Food would also be served on glass.

Commissioner Renner informed Mr. Powell that this application would be placed on the Council's Regular Agenda. Mr. Powell needed to attend same.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an EAS liquor license for GKC Theaters, Inc., d/b/a Carmike Palace Cinemas 10, located at 415 Detroit Dr., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 2, 2014 in accordance with City Code. In accordance with City Code, approximately twenty-five (25) courtesy copies of the Public Notice were mailed on June 2, 2014. In addition, the Agenda for the June 10, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for an EAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. City Code Chapter 6, Section 4B. Creation of New License - Findings

Motion: That an EAS liquor license for GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit Dr., be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

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

Chapter 6: Section 4B: Creation of New License - Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;

(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;

(3) The character and nature of the proposed establishment;

(4) The general design, layout and contents of the proposed establishment;

(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;

(7) The financial responsibility of the applicant;

(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)

(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;

(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;

(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;

(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;

(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;

(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. the number of video gaming machines relative to the customer seating capacity of the establishment; and

2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

Illinois High-Speed Rail

Chicago to St. Louis

Impacts to Bloomington



Presented by Jim Karch
Public Works Department



Illinois High-Speed Rail Chicago to St. Louis

\$1.5 billion project to increase passenger train speed from 79 to 110 mph.

(All HSR improvement projects through Bloomington will be made at **no cost to the City.**)



Projects in Bloomington

1. Grade Separation Crossing

Market Street – Bridge replacement.

2. At Grade Crossings

Washington Street – New pedestrian crossing and vehicle gates.

Miller Street - New pedestrian crossing, upgraded vehicle gates, and street reconstruction.

Six Points Road – Vehicle gate upgrades and street reconstruction (no pedestrian crossing).

3. Fencing

New fencing nearly entire length of tracks through Bloomington.

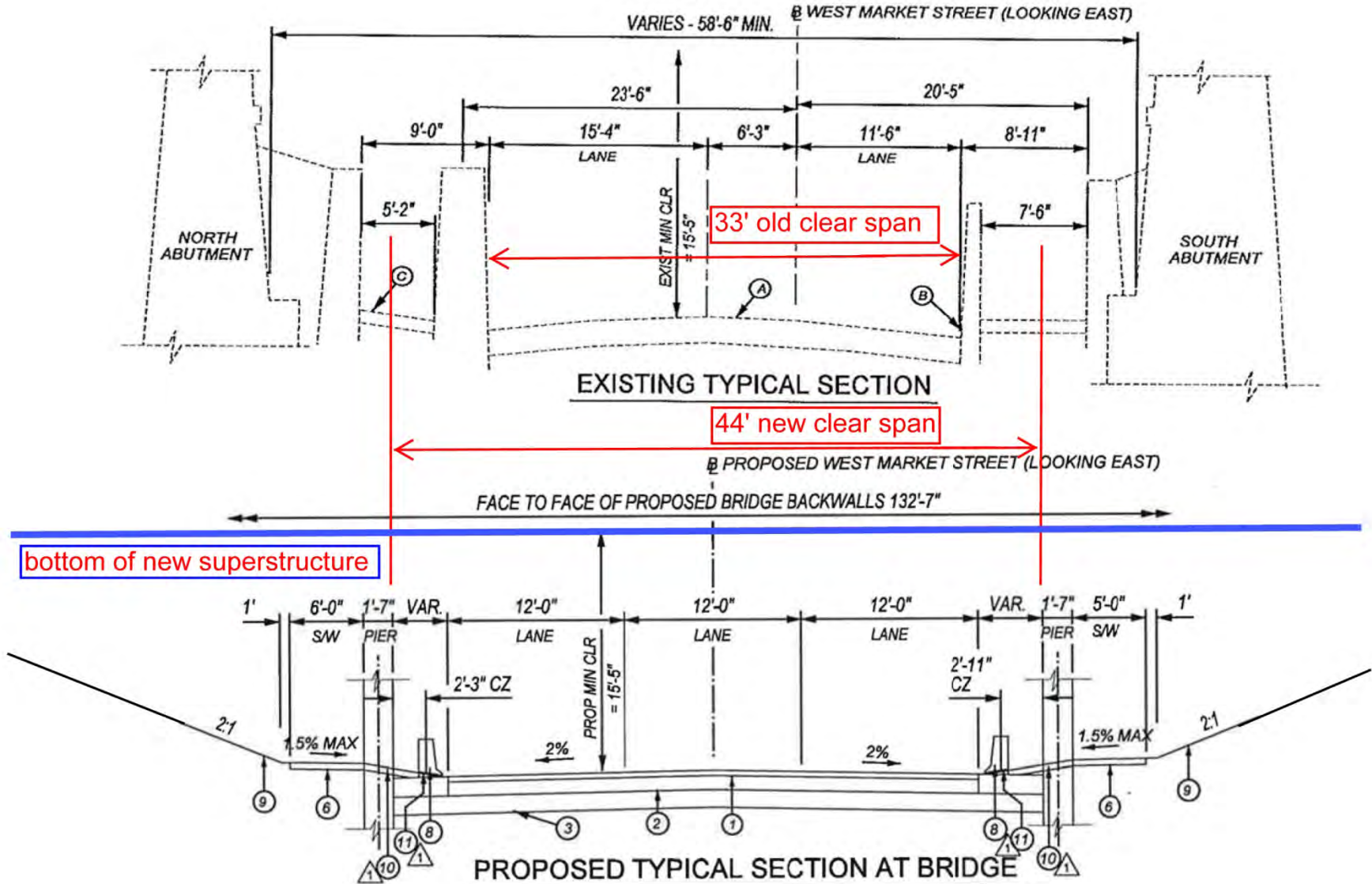
1. Grade Separation



The existing structure at Market Street will be completely removed and replaced with a new bridge, along with street and traffic signal reconstruction.

Grade Separation - New Market Street Bridge

Clear span improved from 33' to 44'



Grade Separation - New Market Street Bridge

Construction is expected to begin late summer and may take up to one (1) year to complete. Traffic will be detoured onto Locust St. (US 150/IL Rte. 9).



2. At-Grade Crossings

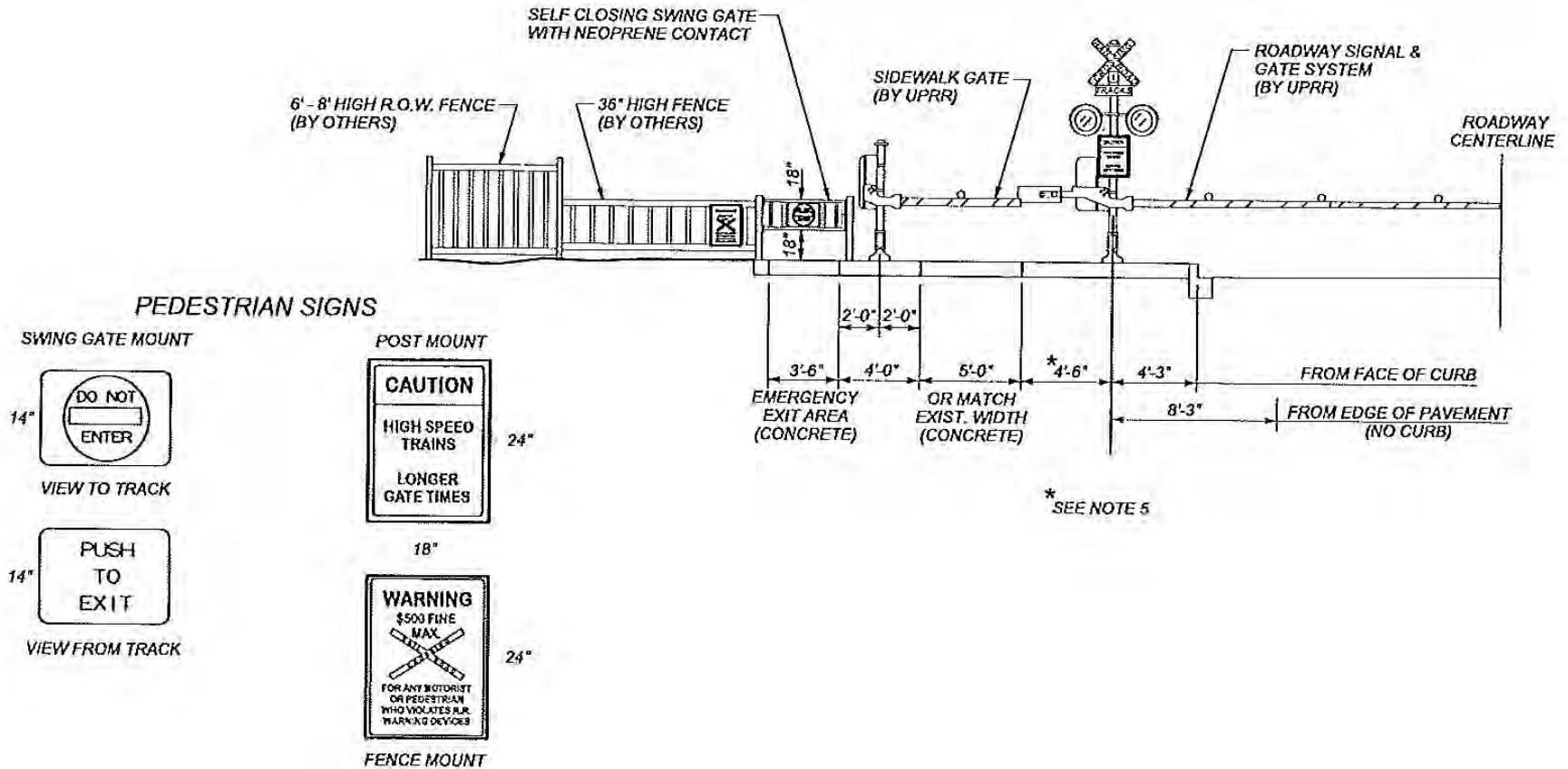
At-Grade Crossing (Washington Street)

Washington Street work includes a new gated pedestrian crossing on north side and new four quadrant roadway gates on the mainline track only. In a separate project (non-HSR) the next two street crossings to the west will also be improved, including future sidewalk.



Washington St., looking west.

At-Grade Crossing (Washington & Miller St.)



PEDESTRIAN VIEW AT EXIT GATE - TRAIN APPROACHING

At-Grade Pedestrian (Washington & Miller St.)



Typical pedestrian rail crossing installation

At-Grade Crossing (Miller Street)

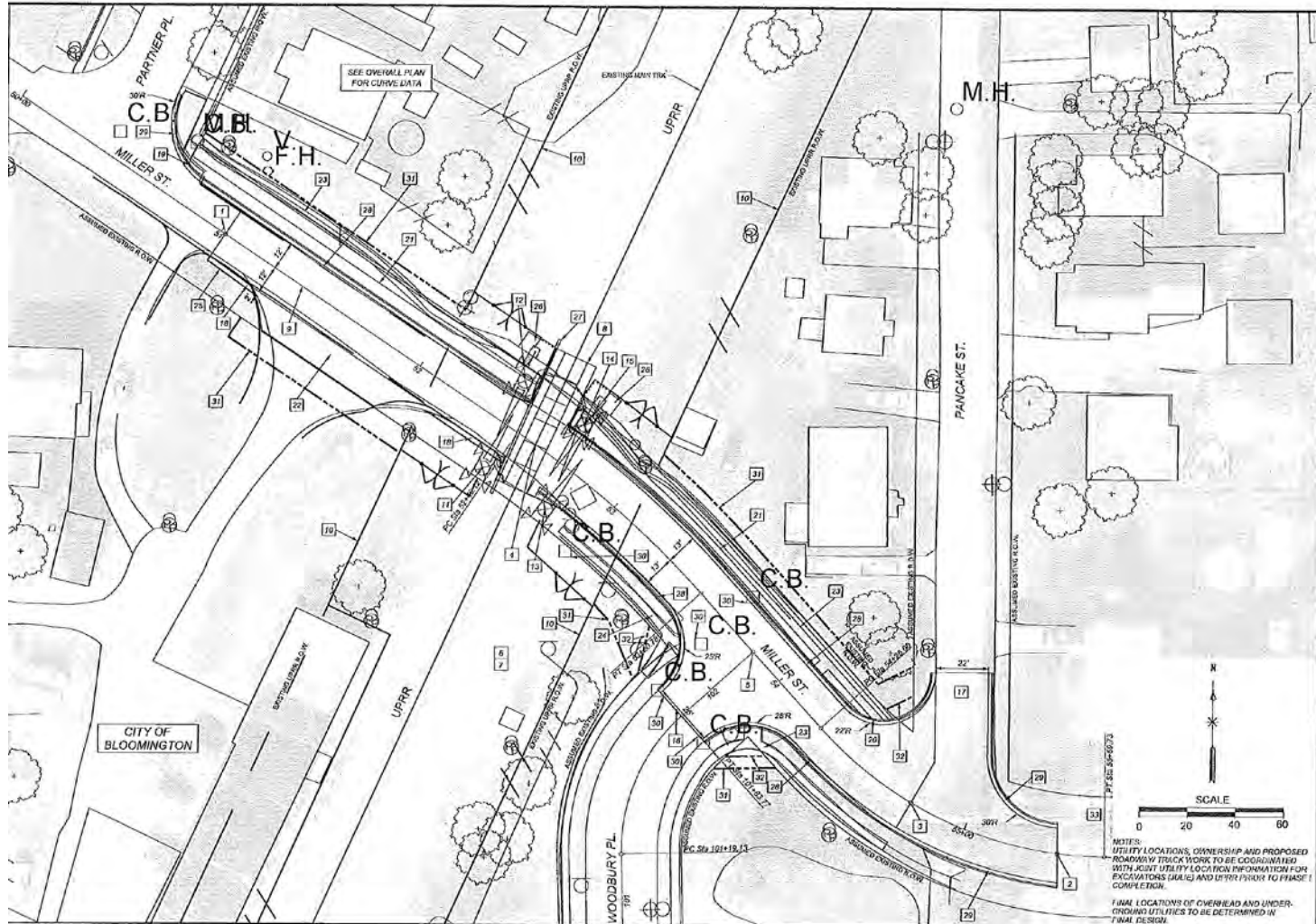
Miller Street work includes a new gated pedestrian crossing on north side and upgraded four quadrant roadway gates (just like Washington St.), and also street reconstruction to match grade of new track.



Miller St., looking west.

At-Grade Crossing (Miller Street)

Miller Street roadway reconstruction limits (Partner Place to Pancake St.).



At-Grade Crossing (Six Points Road)

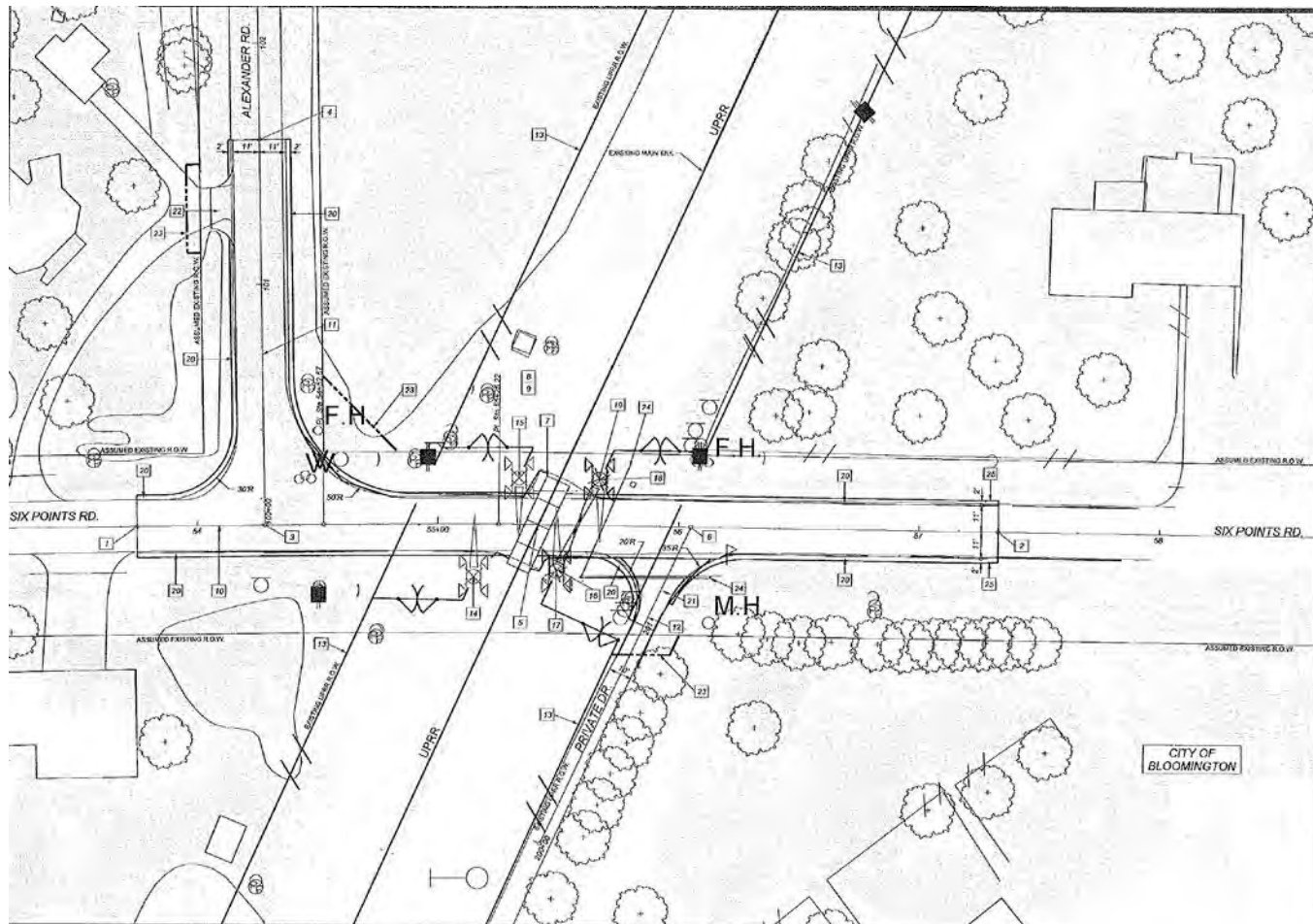
Six Points Road work includes street reconstruction to match the grade of new track and upgraded four quadrant roadway gates. There is no pedestrian crossing at this location.



Six Pts. Rd., looking west.

At-Grade Crossing (Six Points Road)

Six Points Road work includes street reconstruction (Alexander Rd to 100' east of RR r.o.w.) to match the grade of new track and upgraded four quadrant roadway gates. There is no pedestrian crossing at this location.



At-Grade Crossing (all)

- At-Grade Crossing work will begin late summer and continue into 2015.
- No two consecutive crossings will be closed at the same time.
- Detours will not be provided for at-grade crossing work, as the traffic is more local, traffic volumes are lower than Market St., and construction at each location will be for a shorter duration (90 days +/-) than the Market St. bridge replacement.
- Pavement reconstruction will include new concrete curb and new asphalt pavement from curb to curb.

3. Fencing

HSR fencing will consist of 3, 6 & 8 ft. decorative fencing in residential areas and 6 ft. chain link fence in commercial and rural areas. Nearly the entire corridor through Bloomington will be fenced on both sides of the tracks. Most fence installation will occur after the grade crossings are completed.



Fencing (general)

- The HSR Project team will be individually contacting property owners affected by fencing work.
- The HSR Project preference is to remove private fence that is parallel to the tracks and replace it with HSR fencing, 1' onto RR r.o.w., and tie in perpendicular private fence to the HSR fence.
- The HSR Project will make accommodations to individual properties for pet safe fence.
- The City Public Works Dept. intends to coordinate an open public meeting with assistance from the IDOT / HSR Public Information Group. (mid to late summer)

Questions?

Memorandum

To: David A. Hales, City Manager
From: Alex McElroy, Assistant to the City Manager
Date: March 17, 2014
Subject: Nicor Natural Gas Utility Tax Audit
Summary, Analysis, Exceptions Identified, Exempt Accounts

Summary:

Utilizing the services and expertise of the City's Engineering Technician and GIS Specialist, Troy Olson the City successfully completed a Utility Tax Audit on the natural gas accounts in Nicor's systems. In November 2013, Nicor provided City staff with a list of active accounts which totaled over 35,000+. City staff cross-referenced these accounts with GIS addresses marked within City limits. Comparing the two databases, there were 253 exceptions noted where inconsistencies were present. City staff submitted these inconsistencies to Nicor for verification. Through subsequent conversations with Nicor, the 253 exceptions were identified and labeled as follows:

Summary for the City of Bloomington as of 03/05/2014	
Not a premise in our system	194
Already Incorporated	5
Updated to Unincorporated	40
Updated to Incorporated	7
Already Marked as Unincorporated	2
Updated premise address/Already Incorporated	1
Updated from Incorporated Normal to Incorporated Blm.	1
Duplicate	3
Total Exceptions	253
Total Addresses	35,534
Exemptions	31

The 194 labeled "Not a premise in our system" signifies that there is no address in Nicor's system to match the address the City has in GIS. This most likely means that the owner does not have a separate gas meter for the address or the property has electric heat. The City lost more accounts in the audit than it acquired with a majority of the changes occurring on the borders of City limits with 40 properties incorrectly identified by Nicor as being within city limits. The exemptions listed at the bottom of the table are properties owned by the City.

Analysis:

Nicor's accounts were found to be fairly accurate. It would be recommended that audits to these accounts occur at least once every three years due to annexes and new construction. Trailer courts present unique challenges as addresses may change when a trailer moves out and a new trailer moves into the same location yet changes street frontage in cases of corner lots. The manner in which Nicor stores account information does not easily lend itself to be compared to

Memorandum

City GIS databases. Data is exported in Excel format; however, street monikers such as North, Street, Drive, Road, and/or Way make cross-referencing databases a challenge when inconsistencies exist.

Exceptions Identified:

Premise ID	Address	Town	Incorporated	Changes Identified by Municipality	Nicor Comments
8092312189	10 Starlite	Blm.	N	In City of Blm Corporate Limits (10 Starlight Ct) Should Be Incorporated	Updated To Incorporated On 2/25/2014
1290391175	11 Starlite	Blm.	N	In City of Blm Corporate Limits (11 Starlight Ct)	Updated To Incorporated On 2/25/2014
0192312495	12 Starlite	Blm.	N	In City of Blm Corporate Limits (12 Starlight Ct)	Updated To Incorporated On 2/25/2014
0923791172	14061 Fox Hills Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
1431476188	14169 Carole Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0624526988	14866 Craig Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0901242483	14978 Craig Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
1902287716	14995 Craig Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
9114232718	15057 Craig Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
9112878068	15899 Belfry	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0991094281	15979 Crestwick Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
6409391007	15985 Pebble Beach Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
6409391007	15985 Pebble Beach Dr	Blm.	Y	In County Should Be Unincorporated	Duplicate
6409391007	15985 Pebble Beach Dr	Blm.	Y	In County Should Be Unincorporated	Duplicate
6409391007	15985 Pebble Beach Dr	Blm.	Y	In County Should Be Unincorporated	Duplicate

Memorandum

7643120621	1704 Sixpoints Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
5646291120	19313 Wood Dale Holw	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
8381459404	19727 Josarah Ct	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
6363830393	2015 S Main St	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
7609312378	2100 E Washington St	Blm.	N	In City of Blm Corporate Limits	Updated To Incorporated On 2/25/2014
1719312301	2207 E Washington St	Blm.	N	In City of Blm Corporate Limits Should Be Incorporated	Updated To Incorporated On 2/25/2014
9518777242	2319 W Market St Bldg 1 & 2	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
1214291763	2501 W College	Blm.	N	In County Should Be Unincorporated	Already Marked As Unincorporated
4739074115	2507 W Washington St	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/27/2014
7861302690	303 Brigham School Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
5642320512	330 Macadamia Dr	Blm.	Y	In County Should Be Unincorporated	Already Marked As Unincorporated
2037473539	8262 Medinah	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
8438029691	8350 Medinah Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
8807338233	9153 Old Peoria Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
6861814859	9222 Old Peoria Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
1819931912	9252 Fenwick Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
3298223919	9278 Fenwick Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
8248961498	9290 Old Peoria Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014

Memorandum

2641243321	9326 Old Peoria Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
9160113779	9335 Old Peoria Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
2975000290	9336 Fenwick Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
6283324151	9394 Old Peoria Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0793089013	9530 Janel	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0487202885	9629 Blue Bird Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
4736145134	9636 Janel Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0396426116	9667 Crossbow Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0252685329	9688 Old Peoria Rd	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
5266600160	9688 Old Peoria Rd Shed	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
3082271701	9722 Crossbow Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
6129561843	9732 Janel Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
8484045845	9788 Janel Dr	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
8140891369	Es Bunn 1n Hamilton	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0781602274	Es Bunn 4s Hamilton	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
2057391975	Es Oakland 1s Six Points	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
0581202861	Es Towanda Barnes Rd1/2 Mile S Rt 9	Blm.	Y	In County Should Be Unincorporated	Updated To Unincorporated On 2/25/2014
4106002144	Es Wylie Enterprise	1n Blm.	Y	This Should Be Incorporated Per Troy Of Blm.	Updated To Incorporated On 3/4/2014
Added	1006 Maple Hill	Blm.	II		Not A Premise In Our

Memorandum

	Rd				System
Added	1010 Maple Hill				Not A Premise In Our
	Rd	Blm.	II		System
Added	1014 Maple Hill				Not A Premise In Our
	Rd	Blm.	II		System
Added					Not A Premise In Our
	706 N Clinton St	Blm.	II	Pricerite Food Mart	System
Added					Not A Premise In Our
	310 S Madison St	Blm.	II		System
Added					Not A Premise In Our
	304 S Madison St	Blm.	II		System
Added					Not A Premise In Our
	302 S Madison St	Blm.	II		System
Added					Not A Premise In Our
	1508 E Emerson				System
	St	Blm.	II		System
Added					Updated From
					Incorporated Normal
	2912 College				To Incorporated Blm.
	Ave*	Blm.	II		On 3/5/2014
Added					Not A Premise In Our
	1024 Maple Hill				System
	Rd	Blm.	II		System
Added					Not A Premise In Our
	1022 Maple Hill				System
	Rd	Blm.	II		System
Added					Not A Premise In Our
	924 Maple Hill Rd	Blm.	II		System
Added					Not A Premise In Our
	1902 W Market St	Blm.	II	Shell	System
Added					Not A Premise In Our
	702 Brad St	Blm.	II		System
Added					Not A Premise In Our
	1305 N Dr Martin	Blm.	II		System
	Luther King Jr Dr	Blm.	II		System
Added					Not A Premise In Our
	305 W Jefferson				System
	St	Blm.	II		System
Added					Not A Premise In Our
	807 S Main St	Blm.	II	BP Amaco	System
Added					Not A Premise In Our
	602 E Olive St	Blm.	II		System
Added					Not A Premise In Our
	2034 Ireland				System
	Grove Rd	Blm.	II	Altmans Billiards	System
Added				Steak N Shake	Not A Premise In Our
	1001 Wylie Dr	Blm.	II	(Wylie Dr.)	System
Added					Not A Premise In Our
	2201 W Market St	Blm.	II		System
Added					Not A Premise In Our
	2223 W Market St	Blm.	II	Murphy Usa	System
Added					Not A Premise In Our
	1415 Challis Dr	Blm.	II		System
Added					Not A Premise In Our
	408 W Hamilton				System
	Rd	Blm.	II		System
Added					Not A Premise In Our
	509 N Oak St	Blm.	II		System
Added					Not A Premise In Our
	1109 E Lafayette	Blm.	II		System
	St	Blm.	II		System
Added					Not A Premise In Our
	905 Interstate Dr	Blm.	II	Hicksgas	System

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Added					Not A Premise In Our System
	902 Interstate Dr	Blm.	II		
Added					Not A Premise In Our System
	2524 W Market St	Blm.	II		
Added					Not A Premise In Our System
	908 Linden St	Blm.	II		
Added				Hochhalter Ventian Blind Co	Not A Premise In Our System
	817 E Olive St	Blm.	II		
Added					Not A Premise In Our System
	204 S Robinson St	Blm.	II		
Added				A Plus Electric Motor Repair	Not A Premise In Our System
	1106 Bell St	Blm.	II		
Added					Not A Premise In Our System
	910 Bunn St	Blm.	II		
Added					Not A Premise In Our System
	1105 Croxton Ave	Blm.	II	1105 Croxton Ave	
Added					Not A Premise In Our System
	401 E Lincoln St	Blm.	II		
Added					Not A Premise In Our System
	1331 Beverly Ln	Blm.	II		
Added					Not A Premise In Our System
	307 Phoenix Ave	Blm.	II		
Added					Not A Premise In Our System
	401 Union St	Blm.	II		
Added					Not A Premise In Our System
	908 N East St	Blm.	II		
Added					Not A Premise In Our System
	110 E Chestnut St	Blm.	II		
Added					Not A Premise In Our System
	109 W Market St	Blm.	II	Downtowner Res	
Added					Not A Premise In Our System
	902 Wright St	Blm.	II		
Added					Not A Premise In Our System
	1101 S East St	Blm.	II		
Added				Brigham Elementary School	Not A Premise In Our System
	201 Brigham School Rd	Blm.	II		
Added					Not A Premise In Our System
	1302 W Locust St	Blm.	II		
Added					Not A Premise In Our System
	1303 Andersen St	Blm.	II		
Added					Already Incorporated
Added					Not A Premise In Our System
	1607 Mckay Dr	Blm.	II		
Added					Not A Premise In Our System
	202 Clover Ct	Blm.	II		
Added					Not A Premise In Our System
	1014 Laesch Ave	Blm.	II		
Added					Not A Premise In Our System
	709 W Hamilton Rd	Blm.	II		
Added					Not A Premise In Our System
	1708 Longden Ave	Blm.	II		
Added					Not A Premise In Our System
	1505 Six Points Rd	Blm.	II		
Added				Ups United Parcel Service	Not A Premise In Our System
	2020 Cabintown Rd	Blm.	II		

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Added	2108 Cabintown Rd	Blm.	II		Not A Premise In Our System
Added	1601 N Hershey Rd	Blm.	II		Not A Premise In Our System
Added	1104 N Hershey Rd	Blm.	II	Rave-Hershey Rd Apts	Not A Premise In Our System
Added	708 I A A Dr	Blm.	II		Already Incorporated
Added	2206 Todd Dr	Blm.	II		Not A Premise In Our System
Added	305 S Prospect Rd	Blm.	II		Not A Premise In Our System
Added	716 Arcadia Dr	Blm.	II	Arcadia Apts.	Not A Premise In Our System
Added	201 Kreitzer Ave	Blm.	II		Already Incorporated
Added	712 Arcadia Dr	Blm.	II		Not A Premise In Our System
Added	714 Arcadia Dr	Blm.	II		Not A Premise In Our System
Added	6 Kenfield Cir	Blm.	II		Not A Premise In Our System
Added	1704 General Electric Rd	Blm.	II	GE Employee Country Club	Not A Premise In Our System
Added	1403 N Veterans Pkwy	Blm.	II	Papa Johns Pizza (Blm.)	Not A Premise In Our System
Added	208 Catalpa Dr	Blm.	II		Not A Premise In Our System
Added	402 S Eldorado Rd	Blm.	II		Not A Premise In Our System
Added	1703 E Empire St	Blm.	II	Toys R Us	Not A Premise In Our System
Added	211 N Veterans Pkwy	Blm.	II	Accountant Raymond Berta	Not A Premise In Our System
Added	2901 Ireland Grove Rd	Blm.	II		Not A Premise In Our System
Added	2010 E Lincoln St	Blm.	II		Not A Premise In Our System
Added	605 Towanda Ave	Blm.	II	Bcc Bag Storage Shop	Not A Premise In Our System
Added	3 Towanda Service Rd	Blm.	II		Not A Premise In Our System
Added	201 Willard Ave	Blm.	II		Already Incorporated
Added	1705 S Veterans Pkwy	Blm.	II	Blm. Offset Process	Not A Premise In Our System
Added	502 N Hershey Rd	Blm.	II	First State Bank	Not A Premise In Our System
Added	3603 Matthew Dr	Blm.	II		Updated Premise Address/Already Incorporated
Added	407 Detroit Dr	Blm.	II	Board Of Realtors	Not A Premise In Our System
Added	3007 Gill St	Blm.	II	Caseys (Gill And Airport)	Not A Premise In Our System
Added	202 Lucern Dr	Blm.	II		Not A Premise In Our System
Added	2 Lafayette Ct	Blm.	II		Not A Premise In Our System

Memorandum

Added	5005 Ireland Grove Rd	Blm.	II		System Not A Premise In Our System
Added	210 W Washington St	Blm.	II		Not A Premise In Our System
Added	4001 General Electric Rd	Blm.	II	First Farmers State Bank	Not A Premise In Our System
Added	1625 E Empire St	Blm.	II		Not A Premise In Our System
Added	1301 N Hershey Rd	Blm.	II		Not A Premise In Our System
Added	2912 Gill St	Blm.	II		Not A Premise In Our System
Added	202 Woodrig Rd	Blm.	II		Not A Premise In Our System
Added	813 E Front St	Blm.	II		Not A Premise In Our System
Added	3 Ash St	Blm.	II		Not A Premise In Our System
Added	8 Ash St	Blm.	II		Not A Premise In Our System
Added	1013 Laesch Ave	Blm.	II		Not A Premise In Our System
Added	2407 S Morris Ave	Blm.	II		Not A Premise In Our System
Added	718 White Oak Rd	Blm.	II		Not A Premise In Our System
Added	1919 S Main St	Blm.	II	Main Street Convenient	Not A Premise In Our System
Added	911 Morrissey Dr	Blm.	II	Caseys (Morrissey)	Not A Premise In Our System
Added	8 Jeremiah Ln	Blm.	II	State Farm Flexible Storage li	Not A Premise In Our System
Added	411 Olympia Dr	Blm.	II	Airport Storage	Not A Premise In Our System
Added	3803 Ballybunion Rd	Blm.	II		Not A Premise In Our System
Added	1212 Towanda Ave	Blm.	II		Not A Premise In Our System
Added	1303 N Hershey Rd	Blm.	II		Not A Premise In Our System
Added	1305 N Hershey Rd	Blm.	II		Not A Premise In Our System
Added	1307 N Hershey Rd	Blm.	II		Not A Premise In Our System
Added	1311 N Hershey Rd	Blm.	II		Not A Premise In Our System
Added	1413 Challis Dr	Blm.	II		Not A Premise In Our System
Added	1417 Challis Dr	Blm.	II		Not A Premise In Our System
Added	714 I A A Dr	Blm.	II		Not A Premise In Our System
Added	1214 Orchard Rd	Blm.	II		Not A Premise In Our System

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Added					Not A Premise In Our System
Added	2302 Stern Dr	Blm.	II	2302 Stern Dr	Not A Premise In Our System
Added	3 Smoketree Ct	Blm.	II		Not A Premise In Our System
Added	2609 Mahogany Dr	Blm.	II		Not A Premise In Our System
Added	213 Catalpa Dr	Blm.	II		Not A Premise In Our System
Added	211 Catalpa Dr	Blm.	II		Not A Premise In Our System
Added	1007 S Western Ave	Blm.	II		Not A Premise In Our System
Added	1706 Springfield Rd	Blm.	II	Highland Hills Apartments 1706	Not A Premise In Our System
Added	1207 Barker St	Blm.	II		Not A Premise In Our System
Added	2017 Fox Creek Rd	Blm.	II	Caseys General Store	Not A Premise In Our System
Added	301 E Miller St	Blm.	II		Not A Premise In Our System
Added	910 Wright St	Blm.	II		Not A Premise In Our System
Added	609 W Chestnut St	Blm.	II		Not A Premise In Our System
Added	345 E Baker St	Blm.	II		Not A Premise In Our System
Added	2305 Bunn St	Blm.	II		Not A Premise In Our System
Added	2202 Bloomingdale Rd	Blm.	II		Not A Premise In Our System
Added	204 Woodrig Rd	Blm.	II		Not A Premise In Our System
Added	405 E Market St	Blm.	II		Not A Premise In Our System
Added	919 E Grove St	Blm.	II		Not A Premise In Our System
Added	810 Fremont St	Blm.	II		Not A Premise In Our System
Added					Updated To
				Stone Container Company	Incorporated On
Added	1815 Morrissey Dr	Blm.	II		3/5/2014
Added	1012 Maple Hill Rd	Blm.	II		Not A Premise In Our System
Added	614 E Mulberry St	Blm.	II		Not A Premise In Our System
Added	2104 Cabintown Rd	Blm.	II		Not A Premise In Our System
Added	2015 W Oakland Ave	Blm.	II	Bnwr Treatment Plant	Not A Premise In Our System
Added	1531 Lafayette Park Dr	Blm.	II		Not A Premise In Our System
Added	308 S Madison St	Blm.	II		Not A Premise In Our System
Added	306 S Madison St	Blm.	II		Not A Premise In Our System

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Added				Ashel Gridley	Not A Premise In Our
	217 E Front St	Blm.	II	Antiques	System
Added					Not A Premise In Our
	306 N Center St	Blm.	II		System
Added					Not A Premise In Our
	519 N Main St	Blm.	II	Copy Shop(Main)	System
Added					Not A Premise In Our
	511 N Main St	Blm.	II	Fat Jacks	System
Added					Not A Premise In Our
	525 N Main St	Blm.	II		System
Added					Not A Premise In Our
	123 N Williamsburg Dr	Blm.	II		System
Added					Not A Premise In Our
	10 Finance Dr	Blm.	II	Kessinger Studio	System
Added					Not A Premise In Our
	1004 E Oakland Ave	Blm.	II		System
Added					Not A Premise In Our
	201 W Jefferson St	Blm.	II	Wmbd/Wcia-Tv	System
Added					Not A Premise In Our
	210 N Center St	Blm.	II	Oscro Drug Center	System
Added					Not A Premise In Our
	2404 Greyhound Rd	Blm.	II	Engineered Dimensions Llc	System
Added					Not A Premise In Our
	431 N Main St	Blm.	II	Ameren Ip Metering Pedestal	System
Added					Not A Premise In Our
	411 W Washington St	Blm.	II		System
Added					Not A Premise In Our
	409 W Washington St	Blm.	II		System
Added					Not A Premise In Our
	109 W Jefferson St	Blm.	II	First Midstate Incorporated	System
Added					Not A Premise In Our
	310 N Main St	Blm.	II	First Midstate Incorporated	System
Added					Not A Premise In Our
	308 N Main St	Blm.	II	First Midstate Incorporated	System
Added					Not A Premise In Our
	306 N Main St	Blm.	II	First Midstate Incorporated	System
Added					Not A Premise In Our
	417 N Center St	Blm.	II		System
Added					Not A Premise In Our
	102 W Market St	Blm.	II		System
Added					Not A Premise In Our
	404 N Main St	Blm.	II	Bill's Key And Lock	System
Added					Not A Premise In Our
	406 N Main St	Blm.	II	Churchills Formal Wear	System
Added					Not A Premise In Our
	501 W Washington St	Blm.	II	Department Of Human Services Mclean	System
Added					Not A Premise In Our
	408 N Main St	Blm.	II	Churchills Formal Wear	System
Added					Not A Premise In Our
	2044 Ireland Grove Rd	Blm.	II	Altmans Billiards	System
Added					Not A Premise In Our
	2032 Ireland Grove Rd	Blm.	II	Altmans Billiards	System
Added					Not A Premise In Our
	2040 Ireland Grove Rd	Blm.	II	Altmans Billiards	System

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Added	2038 Ireland Grove Rd	Blm.	II	Altmans Billiards	Not A Premise In Our System
Added	2042 Ireland Grove Rd	Blm.	II	Altmans Billiards	Not A Premise In Our System
Added	2046 Ireland Grove Rd	Blm.	II	Altmans Billiards	Not A Premise In Our System
Added	2054 Ireland Grove Rd	Blm.	II		Already Incorporated
Added	2052 Ireland Grove Rd	Blm.	II		Not A Premise In Our System
Added	2056 Ireland Grove Rd	Blm.	II		Not A Premise In Our System
Added	321 S Main St	Blm.	II		Not A Premise In Our System
Added	15 Briarwood Ave	Blm.	II		Not A Premise In Our System
Added	211 W Jefferson St	Blm.	II	Pantagraph Printing And Stationa	Not A Premise In Our System
Added	213 W Jefferson St	Blm.	II	Pantagraph Printing And Stationa	Not A Premise In Our System
Added	401 E Locust St Unit E	Blm.	II		Not A Premise In Our System
Added	712 S Evans St Unit 1	Blm.	II		Not A Premise In Our System
Added	710 I A A Dr Unit 200	Blm.	II		Not A Premise In Our System
Added	710 I A A Dr Unit 100	Blm.	II		Not A Premise In Our System
Added	123 S Regency Dr Unit 101	Blm.	II		Not A Premise In Our System
Added	713 Fairmont Dr Unit 1a	Blm.	II		Not A Premise In Our System
Added	606 N Mason St Unit E	Blm.	II		Not A Premise In Our System
Added	1218 Orchard Rd Unit A	Blm.	II		Not A Premise In Our System
Added	9 Pine Cone Ct Unit P	Blm.	II		Not A Premise In Our System
Added	7 Pine Cone Ct Unit O	Blm.	II		Not A Premise In Our System
Added	1701 Salem Rd Unit B	Blm.	II	Brown Interprises 8	Not A Premise In Our System
Added	1701 Salem Rd Unit A	Blm.	II	Brown Interprises 8	Not A Premise In Our System
Added	1701 Salem Rd Unit D	Blm.	II	Brown Interprises 8	Not A Premise In Our System
Added	1701 Salem Rd Unit C	Blm.	II	Brown Interprises 8	Not A Premise In Our System
Added	401 E Locust St Unit B	Blm.	II		Not A Premise In Our System
Added	401 E Locust St Unit D	Blm.	II		Not A Premise In Our System
Added	401 E Locust St Unit F	Blm.	II		Not A Premise In Our System
Added	401 E Locust St	Blm.	II		Not A Premise In Our System

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Added	Unit C 401 E Locust St			System Not A Premise In Our
Added	Unit A 606 N Mason St	Blm.	II	System Not A Premise In Our
Added	Unit W 1218 Orchard Rd	Blm.	II	System Not A Premise In Our
Added	Unit B 712 S Evans St	Blm.	II	System Not A Premise In Our
Added	Unit 2 1216 Orchard Rd	Blm.	II	System Not A Premise In Our
Added	1220 Orchard Rd	Blm.	II	System Not A Premise In Our
Added	1222 Orchard Rd	Blm.	II	System Not A Premise In Our
Added	1224 Orchard Rd	Blm.	II	System Not A Premise In Our

Memorandum

Exempt Accounts:

Account	Name	Address	Town
0100712000	City of Blm Service Bldg	401 S East St	Blm.
0564822000	City of Blm Park & Recreation Attn Bob Floyd	1206 S Lee St	Blm.
0588602000	City of Blm	1020 S Morris Ave Children's Zoo	Blm.
0845822000	City of Blm	504 Brigham Rd	Blm.
1451509620	City of Blm	603 W Division St	Blm.
1874612000	City of Blm C/O City Hall	1020 S Morris Ave K.A.B. Bldg	Blm.
2100712000	City of Blm Public Service Dept	336 S Main St	Blm.
3399802000	City of Blm	1514 N Cottage Ave	Blm.
3423657203	City of Blm	Es Morris 1s Tanner	Blm.
3927862481	City of Blm	301 E Jackson St	Blm.
4116006978	City of Blm Park & Rec. Attn Bob Floyd	1020 S Morris Av Quarantine Hospital	Blm.
4994822000	Blm Public Library	205 E Olive St	Blm.
5415243267	City of Blm % Bob Floyd	800 S Mcgregor St	Blm.
5620669770	City of Blm, US Cellular Coliseum	102 S Madison St	Blm.
5719022000	Blm. Water Dept	Ns Division 1e Adelaide	Blm.
5758302000	City of Blm SW Fire Sta	1911 E Hamilton Rd	Blm.
5974612000	City of Blm Finance Dept	1020 S Morris Av Miller Pk Pavillion	Blm.
7000712000	City of Blm	401 1/2 S East St	Blm.
7015402000	City of Blm Miller Park Zoo	1020 S Morris Zoo Lab	Blm.
7106212000	City of Blm	Ss Rt9 1e Hershey	Blm.
8100712000	City of Blm City Hall	111 E Olive St	Blm.
8378422180	City of Blm, Fire Station #6	4040 E Oakland Av CIRA ARFF Facility	Blm.
8842831866	City of Blm	107 E Chestnut St	Blm.
8884512000	City of Blm	110 E Mulberry St	Blm.
9089512000	City of Blm	310 N Lee St	Blm.
9100712000	City of Blm City Hall Annex	322 S Main St	Blm.
9362676684	City of Blm % Bob Floyd	2602 Six Points Rd.	Blm.
9572691000	City of Blm	Ns Division 2e Adelaide	Blm.
9685102000	City of Blm	305 S East St	Blm.
9728890460	City of Blm	3209 Carrington Ln	Blm.
9930612000	City of Blm	510 Howard St	Blm.

Item 7D.

**Coliseum Development and Management Agreement –
Ticket Facility Fee and Commissions –
City Manager Update
(10 minutes)**

To be provided via addendum