

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, July 14, 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 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.

Glen Ludwig, 23 Astoria Way, addressed the Council. He thanked them for the opportunity to address them. He expressed his support for the Text Amendment to Chapter 2 regarding Public Comment. He supported transparency. He had drafted an email which he sent to the Council approximately sixty (60) days ago. He appreciated the Council's response to same. Citizens have a variety of ways to communicate with the Council.

Mr. Ludwig added his excitement regarding the McLean County Regional Planning Commission's approach to the City's Comprehensive Plan. Providing a vision for the City was important.

Ken Hlebasko, 1911 Gailey Ln., addressed the Council. He thanked them for the opportunity to address them. He had a few concerns. He had watched the video streaming of Council Meetings. He believed that Mayor Renner had verbally accosted Alderman Stearns. He was appalled that no one on the Council had stood up for Alderman Stearns. Mayor Renner had not apologized to Alderman Stearns. The Council was not a rubber stamp for the Mayor. The Council acted as a check and balance for the Mayor.

Mr. Hlebasko also addressed the low morale at the City. He blamed the Mayor and David Hales, City Manager. He questioned the Council's evaluation of Mr. Hales. He cited the raise given to Mr. Hales by the Council. Employees were leaving the City and the US Cellular Coliseum was in shambles. The Council had raised taxes. He applauded

Aldermen Lower and Stearns for their attempts to lower costs. Citizens would use the ballot box.

The following was presented:

Oath of Office – Police Patrol Officer Michael “Brandt” Parsley.

Mayor Renner introduced Brendan Heffner, Police Chief.

Brendan Heffner, Police Chief, addressed the Council. He introduced Michael “Brandt” Parsley, Police Patrol Officer. Mr. Parsley came to City from Fairfield, IL. Mr. Parsley held a Bachelor’s Degree in Criminal Justice. He had been employed with Mt. Carmel Police Department. He was accompanied this evening by his family.

Tracey Covert, City Clerk, administered the Oath.

The following was presented:

SUBJECT: Council Proceedings of June 23, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of June 23, 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 23, 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 Schmidt, seconded by Alderman Fazzini that the reading of the minutes of the previous Council Proceedings of June 23, 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 July 10, 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 Schmidt, seconded by Alderman Fazzini 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: Request to Approve a Budget Amendment to Account 10015110 - 70220 in the General Fund and Approve Request for Proposals (RFP) and Approval of Agreement for the Dry Sprinkler System Architectural and Engineering Services at the Police Department Parking Garage

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 70220 in the General Fund be passed, the RFP be awarded to Henneman Engineering Inc., Champaign, in the amount of \$11,700, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: In May 2014 the air compressor for the dry sprinkler system failed, thus allowing water to fill the sprinkler lines. Once filled with water, multiple leaks sprung and during repair it was noticed that the majority of pipe was so corroded that complete replacement was needed. The garage is composed of two (2) levels with the lower level being approximately twice the square footage of the upper level. A soffit and conditioned ceiling space makes up half of the lower level and that portion of sprinkler system runs above ceiling. The exposed piping is Schedule 10 and the piping above the soffit is Schedule 40 and that was the reason for an alternate in the RFP. The credit alternate would be applicable should the sprinkler lines above

the soffit area be deemed acceptable during the initial pressure test that will segregate the exposed portion and above soffit portion. Pricing was requested for a flow test. This project would not add any linear footage to the system and the City will not require this.

Proposals were received from two (2) companies. Below is the RFP breakdown:

Company	City	Proposal Price	Alt. #1	Flow Test (Add)
Henneman Engineering	Champaign	\$11,700	Deduct \$1,400	\$1,600
20/10 Engineering Group	Schaumburg	\$11,600	Deduct \$800	\$525

As shown in the table, Henneman's base proposal was not the low RFP, but their credit alternate is substantially higher. Accordingly, staff recommends same on the basis of best value and the fact that only \$100 separates the two (2) RFPs. It is believed that the credit alternate would be applicable which would mean Henneman was most cost effective and lowest responsible bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on May 28, 2104. A pre-proposal meeting was held at City Hall on June 5, 2014. A total of two (2) proposals were received by the June 19, 2014 deadline.

FINANCIAL IMPACT: This item was not budgeted in FY 2015. The proposed budget amendment will increase General Fund budget expenditures by \$11,700 in Police – Other Professional & Technical Services (10015110 - 70220).

Respectfully submitted for Council consideration.

Prepared by: Derrick Hengstebeck, Interim Facilities Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON AGREEMENT FOR PROFESSIONAL SERVICES WITH
HENNEMAN ENGINEERING**

THIS AGREEMENT, dated this ____ day of July, 2014, is between the City of Bloomington (hereinafter "CLIENT") and Henneman Engineering (hereinafter "HENNEMAN").

WHEREAS, CLIENT owns property located at 305 East Street, Bloomington, IL 61701 known as the Bloomington Police Department Garage (hereinafter "Garage");

WHEREAS, the sprinkler system in the Garage needs to be updated and repaired and CLIENT is in need of specifications for said work; and

WHEREAS, CLIENT issued a request for proposals for the creation of specifications and HENNEMAN was determined by the CLIENT to be the most advantageous proposal; and

WHEREAS, the CLIENT and HENNEMAN desire to enter into this Agreement to set forth the terms and conditions of the work to be performed.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Scope of Services. HENNEMAN hereby agrees to provide the following services in relation to the Garage:

- (A) Provide specifications on fire sprinkler dry system pipe and head replacement at the Garage;
- (B) Provide specifications on architectural requirements needed for pipe replacement including but not limited to plaster cutting/patching, painting, and access panels; and
- (C) Provide the CLIENT direction on the sprinkler pipe that is located on LL2 in the conditioned soffit area. If pipe is structurally acceptable, HENNEMAN will provide the CLIENT with direction on how to pressure test the pipe prior to any demolition and new pipe installation.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-11, a Request for Proposal for architectural/engineering services for the Bloomington Police Department Garage Fire Protection, and the proposal submitted by HENNEMAN, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by HENNEMAN. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. Fees/Invoices. CLIENT agrees to pay HENNEMAN a fee of \$11,700.00 for performance of this Agreement. However, if it is determined that the soffit area sprinkler heads do not need to be replaced, a design credit of \$1,400 shall be given and the final fee charged shall be \$10,300.00. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. Termination. This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HENNEMAN will be paid for all services and expenses rendered to the date of termination.

Section 6. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by HENNEMAN pursuant to this Agreement are instruments of its services. Nothing herein, however, shall 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/or construction.

Section 7. Standard of Care. Services performed by HENNEMAN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 8. General Liability Insurance and Limitation. HENNEMAN shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CLIENT and CLIENT shall be named as an additional insured under the policy. HENNEMAN shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HENNEMAN shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HENNEMAN has no supervision or control.

Section 9. Indemnification. To the fullest extent permitted by law, HENNEMAN shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with HENNEMAN's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 10. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HENNEMAN, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HENNEMAN as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Section 12. Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HENNEMAN agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

Section 13. Right of Entry. CLIENT shall provide for HENNEMAN's right to enter property owned by CLIENT and/or others in order for HENNEMAN to fulfill the scope of services for this Project.

Section 14. Confidentiality. Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

Section 15. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HENNEMAN. HENNEMAN's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HENNEMAN because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HENNEMAN agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Section 16. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 17. Survival. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 18. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and HENNEMAN'S proposal, this Agreement is the entire Agreement between the CLIENT and HENNEMAN. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document.

Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HENNEMAN.

Section 19. Time for Services. Time is of the essence. HENNEMAN shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT.

Section 20. Modification to the Agreement. CLIENT or HENNEMAN may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HENNEMAN's compensation, to which CLIENT and HENNEMAN mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Section 21. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 22. Compliance with Laws. HENNEMAN and all Work by HENNEMAN shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 23. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 24. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 25. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 26. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

HENNEMAN ENGINEERING

By: Tari Renner
Its Mayor

By: _____
Its _____

ATTEST:

By: Tracey Covert
City Clerk

By: _____
Its _____

ORDINANCE NO. 2014 – 66

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

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 70220 in the General Fund be passed, the RFP be awarded to Henneman Engineering Inc., Champaign, in the

amount of \$11,700, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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 for Proposals (RFP) and Agreement with Carl Walker for Architectural and Engineering Services at the Lincoln Street Garage

RECOMMENDATION/MOTION: That the RFP be awarded to Carl Walker, Lombard, IL, in the amount of \$37,300, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: As provided in Faithful & Gould's assessment of City properties, Lincoln Garage is in need of structural and waterproofing repair as well as other maintenance and upkeep. An amount of \$250,000 was placed in the FY 2015 budget for repairs and design to the Lincoln Garage and an amount of \$200,000 was estimated for the second phase in FY 2016. Repairs would include, but are not limited to, the following: sealant replacement, control joint replacement, expansion joint repair, structural mediation, (would not require additional structural members), striping, new signage, and stairwell repair.

RFPs were received from four (4) firms.

Company	City, State	Design Phase	Construction Phase	Expenses	Total
Carl Walker	Lombard, IL	\$18,000	\$17,000	\$2,300	\$37,300
Walker Restoration	Elgin, IL	\$22,800	\$14,400	\$2,400	\$39,600
Terra Engineering	Peoria, IL	\$48,000	\$43,000	Included	\$91,000
O&S Associates	Hackensack, NJ	\$35,000	~\$40,000 (10 mo.)	Included	\$75,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the RFP was published in the Pantagraph on May 27, 2014. A pre-proposal/site visit meeting was held on June 3, 2014. A total of four (4) proposals were received by the June 17, 2014 deadline.

FINANCIAL IMPACT: \$250,000 is budgeted in Capital Improvement - Buildings (40100100 - 72520). Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on pages 84, 222 and 266.

Respectfully submitted for Council consideration.

Prepared by: Derrick Hengstebeck, Interim Facilities Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON AGREEMENT FOR PROFESSIONAL SERVICES
WITH CARL WALKER, INC.**

THIS AGREEMENT, dated this ____ day of July, 2014, is between the City of Bloomington (hereinafter "CLIENT") and Carl Walker, Inc. (hereinafter "CARL WALKER").

WHEREAS, CLIENT owns property located at 101 East Front Street, Bloomington, IL 61701 known as the Lincoln Garage (hereinafter "Garage");

WHEREAS, the Garage is in need of repair and renovation; and

WHEREAS, CLIENT issued a request for proposals seeking competent engineering/architectural firm to evaluate the Garage and to develop construction documents for needed repairs and renovations and CARL WALKER was determined by the CLIENT to be the most advantageous proposal; and

WHEREAS, the CLIENT and CARL WALKER desire to enter into this Agreement to set forth the terms and conditions of the work to be performed.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Scope of Services. CARL WALKER hereby agrees to provide the following services in relation to the Garage:

- (A) Evaluate the structural/architectural properties of the Lincoln parking garage and prioritize repairs based on urgency and estimated cost to fix;
- (B) Develop all construction bidding documents;
- (C) Approve any shop drawings, provide site visits to address questions, review progress and approve pay requests and change orders; and
- (D) Provide a manual that includes an inspection check list, repair techniques and materials to use for minor repairs, as well as a recommendation list of safe products and techniques to be used for ice and snow removals, cleaning, etc.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-12, a Request for Proposal for Architectural and Engineering Services for the City of Bloomington's Lincoln Garage, and the proposal submitted by CARL WALKER, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by CARL WALKER. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. Fees/Invoices. For its services, CLIENT agrees to pay CARL WALKER a fee of \$18,000.00 for the design phase and \$17,000 for the construction phase. Expenses up to \$2,300 are also authorized to be paid by CLIENT. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. Termination. This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, CARL WALKER will be paid for all services and expenses rendered to the date of termination.

Section 6. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CARL WALKER pursuant to this Agreement are instruments of its services. Nothing herein, however, shall 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/or construction.

Section 7. Standard of Care. Services performed by CARL WALKER under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 8. General Liability Insurance and Limitation. CARL WALKER shall maintain general liability insurance for bodily injury and property damage arising directly from

its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CLIENT and CLIENT shall be named as an additional insured under the policy. CARL WALKER shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CARL WALKER shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which CARL WALKER has no supervision or control.

Section 9. Indemnification. To the fullest extent permitted by law, CARL WALKER shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CARL WALKER's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 10. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CARL WALKER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by CARL WALKER as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Section 12. Duty to Advise, Supervise and Inspect. CARL WALKER will advise CLIENT in writing of any omissions, substitutions, defects, and deficiencies noted in the work of contractors. CARL WALKER shall visit the project once a week, or more often when the nature and progress of the work and the interests of CLIENT require an increase in the frequency of such visits.

Section 13. Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and CARL WALKER agree that all disputes between them arising out of or relating to this

Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

Section 14. Right of Entry. CLIENT shall provide for CARL WALKER's right to enter property owned by CLIENT and/or others in order for CARL WALKER to fulfill the scope of services for this Project.

Section 15. Confidentiality. Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

Section 16. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CARL WALKER. CARL WALKER's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CARL WALKER because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CARL WALKER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Section 17. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 18. Survival. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 19. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and CARL WALKER'S proposal, this Agreement is the entire Agreement between the CLIENT and CARL WALKER. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and CARL WALKER.

Section 20. Time for Services. Time is of the essence. CARL WALKER shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT.

Section 21. Modification to the Agreement. CLIENT or CARL WALKER may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of CARL WALKER's compensation, to which CLIENT and CARL WALKER mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Section 22. Compliance with Laws. CARL WALKER and all Work by CARL WALKER shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 24. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 25. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 26. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 27. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

CARL WALKER ENGINEERING

By: Tari Renner
Its Mayor

By: _____
Its _____

ATTEST:

By: Tracey Covert
City Clerk

By: _____
Its _____

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the RFP be awarded to Carl Walker, Lombard, IL, in the amount of \$37,300, 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: Contract with Laborers International Union Local 362 Support Staff effective from May 1, 2013 through April 30, 2015

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On December 5, 2013, the parties began negotiating the terms for a collective bargaining agreement to replace the agreement that expired on April 30, 2013. Expired contract have been placed on the City's website. A draft of the new Collective Bargaining Agreement has been provided to the Council. On June 4, 2014, the parties reached Tentative Agreement on the issues listed below. The Union ratified the Tentative Agreement on June 17, 2014.

Leave Time

- Addition of Restricted Duty Language.
- Eliminate payment of Personal Convenience Leave for probationary employees.
- Running FMLA concurrent with Sick Leave.
- Increase the number of sick leave hours available for employees to use for a parent from 24 hours to 40 hours per fiscal year.
- Reduce the number of sick leave hours a new employee receives in the first nine (9) months from twenty (20) hours a month to eight (8) hours a month.
- Modification of Sick Leave Abuse Language.

Wages

- May 1, 2013 wage increase by 2.25% with retroactivity.
- May 1, 2014 wage increase by 2.25% with retroactivity.

Miscellaneous Items

- Addition of Language on Paycheck Distribution.

Term of Agreement

- Two (2) 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 Support Staff employees.

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

- Increase in wage tables by 2.25% effective May 1, 2013. Increase in wage tables by 2.25% effective May 1, 2014. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$62,500.

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

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

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: Financial Advisory Agreement

RECOMMENDATION: That the Financial Advisory Agreement with Mesirow Financial for the Proposed 2004 General Obligation Bond Refunding 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: Mesirow Financial has provided analysis on refunding the 2004 Taxable General Obligations Bonds into a bond structure resulting in significantly lower interest rates. The refunding as placed on the Council agenda is estimated to provide \$5.8 million in savings in interest payments. Finance staff, along with Chapman and Cutler, the City's Bond Counsel, has reviewed the refunding analysis and is comfortable with the recommended strategy as well as using Mesirow Financial Services for this transaction. Mesirow will be providing all necessary analysis. They will present the City's offering to the market via a competitive online bid auction and engage a bond registrar, any related bond insurance, and coordinate the City's credit rating process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Mesirow's fee is \$2.50 per \$1,000 of public offering price. Estimated at \$62,500 which is included as part of the bond closing costs.

Respectfully submitted for Council consideration.

Prepared and reviewed by: Patti-Lynn Silva, Director of Finance

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Financial Advisory Agreement with Mesirow Financial for the Proposed 2004 General Obligation Bond Refunding 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: Resolution Regarding Temporary Closing of a Portion of a State Right of Way, (Rt. 51N between Jefferson St. and Monroe St.), for the Bloomington Jaycee Criterium

RECOMMENDATION/MOTION: That the Resolution be adopted.

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 Illinois Department of Transportation (IDOT) requires that Council adopt a Resolution requesting permission to close or hinder traffic on a State Route.

Typically the City only has three (3) requests each year for parades on a State Route, (US Route 51) which involves the Memorial Day, Labor Day and Christmas Parades. IDOT has requested that each municipality that experiences multiple parades on a State Route pass one (1) blanket Resolution at the beginning of each calendar year in order to minimize paperwork and manpower expenses.

In such instances that a State Route is to be closed for more than four (4) hours, an additional resolution is required by IDOT. Street closures are scheduled to begin at 7:00 a.m. and last until 8:00 p.m. on August 23, 2014 for this event. The only portion of a State Route that is affected by this event is the west two (2) lanes of East St. between Jefferson and Monroe.

Therefore, staff respectfully requests that Council adopt the Resolution and further, that the Mayor and City Clerk be authorized to execute the necessary document. Upon adoption and execution, the Resolution will be forwarded to IDOT.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Jim Karch, Director of Public Works
John Kennedy, Director of Parks, Rec. & Cultural Arts

Reviewed as to legal sufficiency: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 – 30

WHEREAS, the BN Jaycees and Bloomington Cycle Racing Team are sponsoring the Bloomington Jaycee Criterium, which event constitutes a public purpose;

WHEREAS, this Bloomington Jaycee Criterium will require the temporary closure of two lanes of Route 51, a State Highway in the City of Bloomington, Illinois from Jefferson Street north to Monroe Street;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington that permission to close Route 51N from Jefferson St. north to Monroe St. as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 11:00 a.m. to 7:00 p.m. on August 23, 2014.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a bicycle race.

BE IT FURTHER RESOLVED, that the City of Bloomington assumes full responsibility for the direction, protection and regulation of the traffic during the time the bicycle race is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall, at the expense of the City of Bloomington, be positioned at the end of the closed section and at other points (such as intersections) as may be necessary to assist in direction traffic through the route.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Bloomington prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Bloomington as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Bloomington.

BE IT FURTHER RESOLVED, that the closure of two lanes of traffic shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that the City of Bloomington hereby agrees to assume all liabilities and pay all claims or any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that the City of Bloomington hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the requested road closings.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED on this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Resolution 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: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the Rotary Club Brats & Bags event on August 1, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Sunrise Rotary Club is hosting a Brats and Bags event in downtown Bloomington on Friday, August 1, 2014. This will be the fifth (5th) of what has become an annual event. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the designated event area rather than have a designated “beer garden”. Beer and wine would be sold only by The Momma, Inc., d/b/a The Bistro, an existing liquor license holder, by a secondary liquor license for the event. Only beer and wine purchased from the event vendor can be consumed within the designated event area. Outdoor consumption would be allowed between 11:00 o’clock a.m. and 11:00 o’clock p.m.

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

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 67

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING ROTARY BRATS & BAGS 2014 IN DOWNTOWN BLOOMINGTON

WHEREAS, Bloomington Sunrise Rotary Club will hold an Brats & Bags event in downtown Bloomington on August 1, 2014; and

WHEREAS, Bloomington Sunrise Rotary Club requested permission to allow sales and consumption of beer and wine during the event on Main Street between Jefferson Street and Washington Street; and

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

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: August 1, 2014 between 10:00 o'clock a.m. and 11:59 o'clock p.m. for Main Street between Jefferson Street and Washington Street. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

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

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

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

PASSED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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 Lincoln Park on July 26, 2014 for an event titled Taste of Summer

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 Downtown Bloomington Association and the Downtown Bar Owners Association approached the BCPA regarding co-sponsoring a food festival with live music to be held in Lincoln Park on July 26, 2014. The Special Events Committee met on June 6, 2014 and decided that a cooperative effort would be positive for the City. Subsequent meetings were held with the organizer and staff from the BCPA, Parks, Recreation & Cultural Arts Department and City Clerk's Office.

The event will offer food and beverages from local restaurants and could be considered a Taste of Bloomington. The BCPA will provide beer and wine for the event. A local liquor license

holder will offer a vodka lemonade beverage. It will be held at Lincoln Park with all food and beverages served within a fenced area. The organizer would like attendees to be able to purchase a drink and move about freely within the fenced event area. Only beverages purchased on the premises can be consumed within the designated event area. The CEFCU stage will be placed on Douglas St. to host live bands.

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 - 68**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR THE TASTE OF SUMMER EVENT AT LINCOLN PARK**

WHEREAS, the Downtown Bloomington Association, Downtown Bar Owners Association, and the BCPA are planning to host the Taste of Summer at Lincoln Park from 12:00 p.m. to 6:00 p.m. on July 26, 2014;

WHEREAS, the Downtown Bloomington Association, Downtown Bar Owners Association, and the BCPA have requested permission from the City to serve alcohol 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 the Taste of Summer at Lincoln Park on July 26, 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 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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 15, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Dan Grant and Susan Albee to allow moderate consumption of alcohol at their August 15, 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 Dan Grant, groom and requestor's representative.

Commissioner Tompkins opened the liquor hearing and requested that the requestor's representatives address this request. Dan Grant, groom, addressed the Commission. The wedding ceremony and reception would commence at 6:00 p.m. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on August 15, 2014. He anticipated 100 guests. Western Tap located at 1301 N. Western Ave. would provide beverage services. He noted that liquor service would be limited to beer and wine only. Quite hours at the Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Dan Grant and Susan Albee to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their August 15, 2014 reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: 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.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 69

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 Grant and Susan Albee are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 5:00 p.m. to 11:00 p.m. on August 15, 2014; and

WHEREAS, Dan Grant and Susan Albee 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 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 14th day of July 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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 LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, (LSSS), located at 903 IAA Dr., for a RAS liquor license

RECOMMENDATION/MOTION: That an RAS liquor license for LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, (LSSS), located at 903 IAA 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 of LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, (LSSS), located at 903 IAA Dr., 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. 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 Michal Johnson, Lone Star Steakhouse & Saloon's General Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and noted that this request involved a change of corporate ownership. Currently, Lone Star Steakhouse & Saloon of Springfield, Inc., d/b/a LSSS, holds the RAS, (Restaurant, All types of alcohol, Sunday sales), liquor license. This application involved a corporate consolidation. The corporate officers would remain the same.

He requested that the Applicant's representative addressed the Commission. Michael Johnson, LSSS's General Manager, addressed the Commission. He informed the Commission that there would be no changes to the day to day operations at Lone Star. The real estate had been sold to Spirit Master Funding IV, LLC, (SMF IV), and the current license holder underwent corporate consolidation. LSF5 Cowboy Holdings, LLC had entered into a lease with SMF IV.

George Boyle, Asst. Corporation Counsel, informed the Commission that LSF5 Cowboy Holdings must place a fully executed lease on file prior to a liquor license being issued. Commissioner Renner informed Mr. Johnson that a fully executed copy of the lease was needed. *(Fully executed copy of the lease is on file in the City Clerk's Office.)*

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an RAS liquor license for LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, located at 903 IAA 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, two (2) 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: None. Request is for a change of ownership. Annual fee for a RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Fazzini that an RAS liquor license for LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, located at 903 IAA Dr., be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.**The following was presented:**

SUBJECT: Application of Queso Holdings, Inc., regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license

RECOMMENDATION/MOTION: That notification by Queso Holdings, Inc. regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license; said purchase involved 1.) change of corporate structure and 2.) a change of corporate officer, be approved.

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 of Queso Holdings, Inc., regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license which allows the sale of beer and wine only 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 Christie Raper, Chuck E. Cheese's Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and noted that this request involved 1.) a change of corporate structure and 2.) a change of corporate officer. He requested that the Applicant's representative address the Commission. Christie Raper, Chuck E. Cheese's Manager, addressed the Commission. She informed the Commission that there would be no changes to the day to day operations at Chuck E. Cheese. CEC Entertainment, Inc. had been a publicly traded company. It had been purchased by Queso Holdings, Inc. which was a privately held company.

In addition, Michael Magusiak, President and Chief Executive Officer, (CEO), had retired. John R. Cardinale had been named to succeed Mr. Magusiak as President and CEO.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council approve the notification by Queso Holdings, Inc. regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license; said purchase involved 1.) change of corporate structure and 2.) a change of corporate officer.

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 2, 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 a RBS liquor license is \$1,110.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Fazzini that notification by Queso Holdings, Inc. regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license; said purchase involved 1.) change of corporate structure and 2.) a change of corporate officer, be approved.

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 35 Regarding the Composition of the Police Department

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Well-planned City with necessary services and infrastructure. Adjusting the composition of the Police Department will allow for better distribution of work load and decision making.

BACKGROUND: Staff requests updating the ordinance for the composition of the Police Department. No changes have been made to the department's composition since 2004. Staff is requesting one (1) Chief of Police, three (3) Assistant Chiefs of Police, six (6) Lieutenants, fifteen (15) Sergeants, and 103 Patrol Officers. The divisions of the Police Department have also changed with the addition of Street Crimes Division, School Resource Officers, Neighborhood Focus Team, and Communications Division.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth Bays, Asst. Police Chief

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 70**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 35,
RELATING TO THE COMPOSITION OF THE POLICE DEPARTMENT**

SECTION 1. That the Bloomington City Code shall be and is hereby amended by repealing Chapter 35, Sections 1, 11 and 12, (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 1 COMPOSITION OF DEPARTMENT - INDEFINITE ABSENCES.

(a) The established personnel of the Police Department of the City of Bloomington shall consist of the following persons: Chief of Police, three (3) Assistant Chief of Police, six (6) ~~eight (8)~~ Lieutenants, fifteen (15) ~~twelve (12)~~ Sergeants, one hundred and three (103) ~~one hundred (100)~~ Police Patrol Officers, and such civilian employees as may be provided for in the annual budget. The Police Department shall be composed of the following offices, divisions and bureaus to which the Officers and civilian employees shall be assigned:

Office of the Chief of Police
Office of the Assistant Chief of Operations
Office of the Assistant Chief of Administration
Office of the Assistant Chief of Professional Standards
~~Office of the Assistant Chief of Police~~
 Patrol Division
 Criminal Investigation Division
Street Crimes Division
~~Traffic Division~~
 Records Division
 Public Affairs
 Training Division
School Resource Officers
Neighborhood Focus Team
Communication Center
~~Pro-Active Division~~
~~Information Systems~~
~~DARE Division~~
 Animal Control (contracted through McLean County)

(b) Notwithstanding the limitation enumerated in subsection (a) above, the City Manager is authorized to request an additional member of the Police Department whenever he determines that at least one member of the Department is absent from his or her regularly scheduled duties for a period of indefinite duration.

Whenever the City Manager makes a determination under this subsection, he shall inform the Board of Fire and Police Commissioners, which shall treat such determination as a vacancy and fill it. Any person appointed to the Department under this subsection shall receive

an appointment, subject to being laid off in the event the absent member returns to his or her regular duties prior to the creation of a vacancy in the Department, unless the City Manager makes a determination that laying off the officer at that time would create a hardship in the department because of the particular job duties which the officer is engaged in at the time the absent member returns. Any person laid off shall be recalled to service as soon as a vacancy exists or another determination under this subsection is made.

Layoffs shall be subject to the following provisos: (1) officers enrolled in the Police Officer Training Institute or field training shall not be laid off until completion of such courses or training; (2) if more than one officer is hired pursuant to this subsection, officers shall be laid off pursuant to the "last-in, first out" method; and (3) an officer on lay-off status pursuant to this subsection shall be recalled to service prior to the hiring of a new candidate from the eligibility list.

The making of a determination under this subsection lies solely within the discretion of the City Manager, and no person may compel the City Manager to make a determination under this subsection.

SEC. 11 ASSISTANT CHIEF DUTIES.

The Chief of Police shall, with approval of the City Manager, designate one person to serve as Assistant Chief of Police of Operations, one person to serve as Assistant Chief of Professional Standards and one person to serve as Assistant Chief of Police of Administration. Their appointments shall be made upon no other basis than that of merit and fitness. Those persons need not be a member of the Department at the time of appointment and shall serve in said capacity at the pleasure of the Chief. If appointed to such position from within the sworn ranks of the Bloomington Police Department, such person shall be considered as on furlough from the rank they held immediately prior to being designated as Assistant Chief and said seniority in such rank continue to accrue during that assignment as Assistant Chief of Police. If the Chief removes a person from that assignment as Assistant Chief, any person who was appointed to such position from within the sworn ranks of the Bloomington Police Department, shall revert to and be established in the rank from which he/she was on furlough from and thereafter shall be entitled to all the benefits and emoluments of such rank. ~~The number of Lieutenants and Sergeants provided for in this Chapter shall include any person assigned to duty as Assistant Chief.~~

The duties of the Assistant Chief of Operations, Assistant Chief of Professional Standards and Assistant Chief of Administration shall consist of such duties as assigned by the Chief of Police.

~~SEC. 12 OPERATIONS CAPTAIN.~~

~~The Chief of Police shall designate one person from the ranks of Sergeant or Lieutenant to serve as Operations Captain. That person, so designated, shall serve in said capacity at the pleasure of the Chief and shall be considered as on furlough from the rank he/she held immediately prior to being designated as Operations Captain and said seniority in such rank shall~~

~~continue to accrue during that assignment as Operations Captain. The range of salary for the Operations Captain shall be the same as that for Lieutenant. If the Chief removes him/her from that assignment as Operations Captain, he/she shall revert to and be established in the rank from which he/she was on furlough and thereafter shall be entitled to all the benefits and emoluments of such rank. The number of Lieutenants and Sergeants provided for in this Chapter shall include any person designated to duty as Operations Captain.~~

~~The duties of the Operations Captain shall consist of administrative duties assigned by the Chief of Police. He/she shall be responsible for supervising and directing the support divisions within the Police Department. He/she shall also be responsible for directing and maintaining the day to day operations of the Patrol, Criminal Investigation Division and Traffic Division and assisting those Divisions in seeing that their daily operations are conducted in an effective and efficient manner. He/she shall also be responsible for any additional duties assigned to him/her by the Chief of Police.~~

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 14th day of July 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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: Petitions from CarMax Auto Superstores Inc. for Approval of an Easement Vacation and an Easement Dedication located in Lot 2, JOS Subdivision

RECOMMENDATION/MOTION: That the Vacation and Dedication be approved and the Ordinances passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington.

BACKGROUND: On October 28, 2013, Council approved the Final Plat for JOS Subdivision which subdivided the former Holiday Inn site.

These petitions are being presented at this time as CarMax continues to investigate the site and the vacation/dedication will help facilitate future development opportunity. During site development, it was discovered that the existing storm sewer was not within the existing easement. CarMax is relocating the easement for the sewer to provide an easement over the City’s existing storm sewer through the property.

No public improvements are to be constructed for either of these two (2) plats.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: CarMax Auto Superstores Inc.

FINANCIAL IMPACT: The cost of survey, plat and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer I

Reviewed by: Jim Karch, Director of Public Works

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

PETITION FOR VACATION OF STORM SEWER UTILITY EASEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes CarMax Auto Superstore Inc., hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as Owner in the premises hereinafter described in Exhibit 'A' attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of Storm Sewer Utility Easement adjacent to said premises;
3. That said vacation of Storm Sewer Utility Easement is reasonable and proper because such Storm Sewer Utility Easement is not needed for public right of way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that Storm Sewer Utility Easement be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: K. Douglass Moyers
Vice President, Real Estate – CarMax

ORDINANCE NO. 2014 - 71**AN ORDINANCE PROVIDING FOR THE VACATION OF
STORM SEWER UTILITY EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of Storm Sewer Utility Easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said Storm Sewer Utility Easement as requested in this case.

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

1. That Storm Sewer Utility Easement, as shown on the attached Easement Vacation Plat, is hereby vacated.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2014 - 72**AN ORDINANCE PROVIDING FOR THE DEDICATION OF
STORM SEWER UTILITY EASEMENT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the dedication of Storm Sewer Utility Easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said Storm Sewer Utility Easement as requested in this case.

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

1. That Storm Sewer Utility Easement, as shown on the attached Easement Dedication Plat, is hereby dedicated.
2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

A part of Lot 2 in JOS Subdivision of part of the Southeast Quarter of Section 35, Township 24 north, Range 2 east of the third principal meridian, according to the plat recorded as document number 2013-27764 in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

A 15 foot wide easement whose centerline is described as follows: Commencing from the southeast corner of said lot 2; Thence north 00 degrees 30 minutes 58 seconds west along the east line of said lot 2 a distance of 140.37 feet to the point of beginning of said centerline; Thence north 79 degrees 35 minutes 54 seconds west 69.33 feet; Thence north 52 degrees 23 minutes 21 seconds west 100.76 feet; Thence south 87 degrees 21 minutes 39 seconds west 8.66 feet to the point of terminus, point also being on the east line of Lot 1 JOS subdivision.

Side lines shall be lengthened or shortened to terminate on said lot lines, said described easement contains 2681 square feet.

PIN 14 – 35 – 452 – 019 and 14 – 35 – 452 - 020

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Vacation and Dedication be approved and the Ordinances 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: Acceptance of Deed for Lot 22, Tenth (10th) Addition to Hawthorne Commercial Park Subdivision

RECOMMENDATION/MOTION: That the land be accepted and the deed recorded.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This subdivision is located near the intersection of Norma Dr. and Pamela Dr., west of Towanda Barnes Rd. The proposed Lot 22 of the 10th Addition is intended to be used as a future public park. The original Hawthorne Commercial Park Subdivision Preliminary Plan called for the dedication of a three (3) acre public park at the original farmhouse site along Towanda Barnes Rd. in accordance with the original land sales contract between the developer and Frances S. Kelley. Due to the sale of the land originally planned as a park, the developer is no longer able to dedicate a park in the originally intended location. The developer and the Kelley family have selected approximately 2.4 acres on the south side of Pamela Dr. as the new location for a future park.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Frances S. Kelly family and Larry Bielfeldt.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the land be accepted and the deed recorded.

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 for Proposal (RFP) and Agreement with Republic Services/American Disposal Services of Illinois for the Disposal of Spoils from Excavations

RECOMMENDATION/MOTION: Recommend that the RFP be awarded to Republic Services/American Disposal Services of Illinois, in the amount of \$24 per ton, the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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: Excavation spoils are a nonhazardous solid waste consisting of material removed from the ground during various digging operations. An example would be the ground materials removed when making sewer repair. The material includes soil but also wet sands, clay, sub-base gravel, asphalt, concrete, broken utility pipe, wood and glass. The receiver must have a permit from the Illinois Environmental Protection Agency to ensure safe handling of spoils. For a time, the City disposed of the material at a site near Lake Bloomington, but the site has reached capacity and is being assessed as part of the Lake Evergreen Dam/Bridge Study. This will verify that the site's capacity has been reached. In the meantime, the City needs an alternative site and has been landfilling the material.

Two (2) companies responded to the RFP, and both are qualified handlers.

1. Republic Services/Allied Waste Services of Illinois, owner/operator of the McLean County Landfill. Although materials ideally would be recycled out of the spoils, the City is aware that Republic uses spoils as landfill cover to prevent spread of debris and mitigate odor, but the City assumes some of the spoils will be landfilled. No inquiry as to planned use was made as this would have constituted an improper contact with a prospective contractor during the RFP process. Republic offered two (2) alternatives.
 - a. Leave the spoils at the company's transfer station, and the company would then bring the spoils to the landfill. *Cost: \$34 per ton.* This is a facility in west Bloomington where the City drops its garbage, and Republic then hauls it to the landfill.
 - b. Use City vehicles to dispose of the spoils directly at the landfill site. *Cost: \$24 per ton.* Public Works' Supervisors believe that, unlike the case of driving refuse trucks into the landfill, they foresee no problems driving City dump trucks into the facility to unload spoils.
2. Henson Disposal Inc. Henson is a waste hauler that also specializes in construction and demolition recycling. Its facility is located at 2148 Tri Lakes Rd., Bloomington. Spoil material would be recycled as much as possible to minimize landfilling at a time when local landfill space is at a premium. *Cost: \$34 per ton.*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the RFP was published in the Pantagraph on May 22, 2104. A pre-proposal meeting was held at City Hall on May 27, 2014. A total of two (2) proposals were received by the June 6, 2014 deadline.

FINANCIAL IMPACT: A total of \$80,000 is budgeted in FY 2015. \$50,000 is budgeted in Sewer - Landfill & Residual Disposal (51101100 - 70650) and \$30,000 is budgeted in Storm Water - Landfill & Residual Disposal (53101100 - 70650). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Other Funds & Capital Improvement Fund" on pages 129 and 137.

The amount of spoils generated by the City fluctuates based on the year, the time of year and activities requiring excavations. However, review of Public Works' records showed nearly 3,000 tons of spoils were disposed of from Aug. 13, 2013, to May 14, 2014. Despite concern over landfill space, staff cannot overlook the price difference in the two (2) proposals. It amounts to about \$80 to \$100 per truckload, or \$30,000 total for a time span such as that seen in 2013 - 14. Staff, therefore, recommends contracting with Republic for City delivery of spoils directly to the landfill at a cost of \$24 per ton.

The proposal commits the company to two (2) years at the current price and has automatic renewals for three (3) one year periods. The company may increase the price by three percent (3%) at each annual renewal. Either party – City or company – may opt out after the initial two (2) years. The City has the additional ability to provide notice of contract termination if free disposal at the City owned site at Lake Bloomington is able to be used again as determined from an ongoing study through the Water Department. Republic notes in its RFP document that the landfill will be open for a minimum of two (2) years. Therefore, the company is sure that it can fulfill the agreement.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM Director - 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

**CITY OF BLOOMINGTON CONTRACT WITH REPUBLIC SERVICES, INC. FOR
REMOVAL OF SPOILS**

THIS AGREEMENT, dated this ____ day of July, 2014, is between the City of Bloomington (hereinafter "CITY") and Republic Services, Inc. (hereinafter "REPUBLIC SERVICES").

WHEREAS, a "spoil" refers to excess material removed during construction excavations projects typically containing wet sands, clays, subbase gravel, asphalt concrete, concrete, broken pipe, glass, wood and other debris; and

WHEREAS, once a public works project occurs that results in excess material, a determination is made by the Director of Public Works, or his or her designee, whether or not such material meets the definition of spoils; and

WHEREAS, the CITY issued a request for proposals seeking vendors to take possession of said spoils and to dispose of same; and

WHEREAS, the CITY determined that REPUBLIC SERVICES offered the most advantageous proposal for taking possession of the CITY's spoils and disposing of same.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. REPUBLIC SERVICES agrees to take delivery of all of the City's spoils material as defined within this Contract and to dispose of same. The CITY shall be responsible for delivery of all spoils material it collects to a site designated by REPUBLIC SERVICES. The CITY agrees it will not pay to deliver any spoils material to any other individual or entity during the term of this Contract. Once delivered, and in the presence of a CITY representative, REPUBLIC SERVICES shall weigh the spoils material using a scale. Upon acceptance of the spoils, all incidents of ownership related to the CITY shall pass directly to REPUBLIC SERVICES.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-10, a Request for Proposal for the Disposal of Spoils Materials, and the proposal submitted by REPUBLIC SERVICES, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by REPUBLIC SERVICES. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. Payment. For the spoils materials disposed of by REPUBLIC SERVICES, the CITY shall pay REPUBLIC SERVICES \$34.00 per ton as measured in accordance with Section 2 if the CITY delivers said spoils to the Bloomington Transfer Station. If the CITY delivers said spoils to the McLean County Landfill, the CITY shall pay REPUBLIC

SERVICES \$24.00 per ton as measured in accordance with Section 2. REPUBLIC SERVICES shall submit an invoice to the CITY each month for the payment of spoils material delivered to its site. Each invoice shall list the dates of delivery and the amount of spoils material delivered on each date. The CITY shall pay only the amount billed and there is no minimum guaranteed price or delivery amount.

Section 5. Condition of Spoils. The CITY shall not process the spoils material in any manner prior to delivering it to REPUBLIC SERVICES and the CITY shall have no responsibility for removing foreign materials from the spoils prior to delivery. The CITY shall have no liability whatsoever for the presence of foreign materials in the spoil material it delivers. REPUBLIC SERVICES hereby releases the CITY and agrees to indemnify and hold the CITY harmless from any claim or damage or injury to persons or property related to or arising from the presence of any foreign material in the spoils delivered.

Section 6. Term. This Contract shall remain in full force and effect for two (2) years, unless terminated earlier as provided herein. At the expiration of the initial term, the Contract shall automatically renew for successive one year periods (but no more than 3 renewal periods total), unless a party provides the other party with notice of its intent not to renew the Contract at least 90 days prior to the expiration of the then current term. The payment set forth in Section 3 may be increased by REPUBLIC SERVICES by 3% each year the Contract is renewed.

Section 7. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. Specifically, REPUBLIC SERVICES shall be in default if it refuses to accept delivery of the spoils material at any time and/or it does not have the delivery site open during normal business hours for any reason other than those beyond its control, including but not limited to, Acts of God. For purposes of this Contract, any disruption in service caused or created by REPUBLIC SERVICES's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within REPUBLIC SERVICES's control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 8. Indemnification. To the fullest extent permitted by law, REPUBLIC SERVICES shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with REPUBLIC SERVICES's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract. CITY shall maintain no liability once the spoils material is delivered to REPUBLIC SERVICES at which

point REPUBLIC SERVICES assumes full responsibility and releases CITY of any and all claims associated therewith.

Section 9. General Liability Insurance. REPUBLIC SERVICES shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 10. Representations of Vendor. REPUBLIC SERVICES hereby represents it is legally able to accept and dispose of the spoils material contemplated by this Contract and shall further abide by the hours of operation and other representations made within its proposal to the CITY.

Section 11. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 12. Compliance with Laws. REPUBLIC SERVICES and all Work by REPUBLIC SERVICES shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

REPUBLIC SERVICES, INC.

By: Tari Renner
Its Mayor

By: _____
Its _____

ATTEST:

By: Tracey Covert
City Clerk

By: _____
Its _____

Mayor Renner introduced this item.

Alderman Fazzini recused himself and left the dais.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the RFP be awarded to Republic Services/American Disposal Services of Illinois, in the amount of \$24 per ton, the Purchasing Agent be authorized to issue a Purchase Order, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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

Nays: None.

Motion carried.

Alderman Fazzini returned to the dais.

The following was presented:

SUBJECT: Request for Proposals (RFP) and Approval of Contract with WDM Design for Design/Construction Oversight of Flamingo Exhibit and Design of South American Exhibit at the Miller Park Zoo

RECOMMENDATION/MOTION: That the RFP be awarded to WDM Architects, Wichita, KS, in the amount of \$74,950, and the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

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

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

BACKGROUND: Design and construction of the Flamingo exhibit were approved in the FY 2015 budget.

A RFP was sent out via normal City purchasing procedures. Zoo staff also provided a list of zoo focused architecture firms from around the nation. The request was sent to forty-four (44) different groups or individuals.

Four (4) proposals were received from the following companies:

Lead Company	City, State
ELM Inc.	Seattle, WA
Zoo Design, Inc.	Seattle, WA
WDM Architects	Wichita, KS
Architectural Expressions LLP	Forsyth, IL

Zoo staff was pleased with the quality of the proposals overall. All four (4) proposals provided good examples and references.

WDM Architects was chosen for a number of reasons including the lowest complete price. The Miller Park Zoo worked with WDM Architects on the Zoo's Master Plan and was pleased with the final plan. The same principal from that project will be the lead on this design project. In addition, WDM Architects had designed a number of flamingo exhibits.

In order to lower costs of design, the Galapagos Tortoise, Bush Dog and Giant Anteater, (abbreviated as South America), exhibits were added as a separate project for future construction. The Miller Park Zoological Society has agreed to pay for 100% of South America design costs but is to be considered when that project is fully funded for construction. This contract will be for design of South America and design/construction oversight of the Flamingo exhibit. South America was prioritized as a project that should be completed sooner rather than later as some of the current wood exhibits are showing their age and are in need of replacement. Besides the cost savings utilized by combining the two (2) projects, the construction documents will enable the Miller Park Zoological Society to demonstrate to potential donors what exhibits would look like.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Miller Park Zoological Society. Public notice of the bid was published in the Pantagraph on May 27, 2014. A pre-proposal meeting was held at City Hall on June 3, 2014. A total of four (4) proposals were received by the June 19, 2014 deadline.

FINANCIAL IMPACT: The Flamingo exhibit design and construction were approved in the Capital Improvement-Park Construction (40100100 - 72570) in the FY 2015 Adopted Budget. The Miller Park Zoological Society will pay the City \$43,072 for this portion of the project. The Zoological society is paying \$100,000 total for the Flamingo Exhibit Project and the City portion

will be \$250,000. This total consists of 100% of the South America design and forty percent (40%) of the total Flamingo project (construction and design). Stakeholders can locate this in the FY 2015 Proposed Budget book titled "Other Funds & Capital Improvement Program" on pages 84, 221, and 264-265.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Zoo Superintendent

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

**CITY OF BLOOMINGTON AGREEMENT FOR PROFESSIONAL SERVICES WITH
WDM ARCHITECTS P.A.**

THIS AGREEMENT, dated this ____ day of July, 2014, is between the City of Bloomington (hereinafter "CLIENT") and WDM Architects P.A. (hereinafter "WDM").

WHEREAS, CLIENT owns and operates Miller Park Zoo (hereinafter "Zoo") in the City of Bloomington;

WHEREAS, CLIENT desire to expand the attractions at the Zoo to include a Flamingo Exhibit and a South America Exhibit; and

WHEREAS, CLIENT issued a request for proposals seeking an architectural firm design the exhibits, complete a topographical survey and the oversee the construction of the Flamingo Exhibit and WDM was determined by the CLIENT to be the most advantageous proposal; and

WHEREAS, the CLIENT and WDM desire to enter into this Agreement to set forth the terms and conditions of the work to be performed.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Scope of Services. WDM hereby agrees to provide the services set forth in the RFP and WDM's proposal, including the following in relation to the Zoo:

- (A) Design a flamingo exhibit, with pool circulation, holding building and guest paths and flow;
- (B) Design a South-America themed area with three exhibits, including a giant anteater exhibit with pool, a bush dog exhibit with pool, a Galapagos tortoise exhibit, holding building and guest paths and flow;
- (C) For the exhibits, produce schematic design documents, design phase services, completed construction documents, CAD based files for CLIENT use and CAD as-built documents, provide individual construction estimates based on design documents, provide project administration throughout the project;
- (D) Provide a topographic survey; and
- (E) Construction phase services for the flamingo exhibit, as well as bidding phase services.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-02, a Request for Proposal for Design Services for Flamingo and South America Exhibits for the Miller Park Zoo, and the proposal submitted by WDM, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by WDM. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. Fees/Invoices. For its services, CLIENT agrees to pay WDM a total fee of \$33,720.00 for its work on the flamingo exhibit, \$21,820 for its work on the South America exhibit, \$4,200 for the topographic survey, and \$15,210 for its construction phase work on the flamingo exhibit. WDM's expenses are included in the total fee prices. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. Termination. This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, WDM will be paid for all services and expenses rendered to the date of termination.

Section 6. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by WDM pursuant to this Agreement are instruments of its services. Nothing herein, however, shall 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/or construction.

Section 7. Standard of Care. Services performed by WDM under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 8. General Liability Insurance and Limitation. WDM shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CLIENT and CLIENT shall be named as an additional insured under the policy. WDM shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. WDM shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which WDM has no supervision or control.

Section 9. Indemnification. To the fullest extent permitted by law, WDM shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with WDM's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 10. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor WDM, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by WDM as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Section 12. Duty to Advise, Supervise and Inspect. WDM will advise CLIENT in writing of any omissions, substitutions, defects, and deficiencies noted in the work of contractors. WDM shall visit the project and provide oversight, with the set number of site visits, as provided for in the RFP and WDM proposal.

Section 13. Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and WDM agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

Section 14. Right of Entry. CLIENT shall provide for WDM's right to enter property owned by CLIENT and/or others in order for WDM to fulfill the scope of services for this Project.

Section 15. Confidentiality. Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

Section 16. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or WDM. WDM's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WDM because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and WDM agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Section 17. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 18. Survival. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 19. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and WDM'S proposal, this Agreement is the entire Agreement between the CLIENT and WDM. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and WDM.

Section 20. Time for Services. Time is of the essence. WDM shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT.

Section 21. Modification to the Agreement. CLIENT or WDM may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of WDM's compensation, to which CLIENT and WDM mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Section 22. Compliance with Laws. WDM and all Work by WDM shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 24. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 25. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 26. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

WDM ARCHITECTS P.A.

By: Tari Renner
Its Mayor

By: _____
Its _____

ATTEST:

By: Tracey Covert
City Clerk

By: _____
Its _____

Mayor Renner introduced this item.

Alderman Lower questioned the long term costs for this exhibit. In addition, he cited the care and maintenance of these animals. He believed that in the past there had

been issues with the handling and affordability of flamingos. He expressed his concern regarding this exhibit. Miller Park Zoo was subsidized by the City. He noted the efforts of the Miller Park Zoological Society, (MPZS). He questioned if the City and the Zoo were moving in the right direction. He had heard from constituents regarding this item.

David Hales, City Manager, addressed the Council. He cited the Zoo's Master Plan which had been approved by the Council. He noted the support of the MPZS.

Jay Tetzloff, Zoo Superintendent, addressed the Council. The Miller Park Zoo would only consider animal exhibits that Zoo staff could care for. He noted his five (5) year tenure at the Zoo. The Flamingo Exhibit should increase attendance at the Zoo by five percent (5%). In turn, this would raise additional revenue at the Zoo. The total cost of this project was \$250,000. The MPZS had raised \$100,000 for this exhibit. There would be no additional staffing for this exhibit. Food was not expensive. There would be heated floors. Costs would not be extreme. The cost to build and maintain this exhibit would be low.

Mayor Renner cited the City's matching agreement with the MPZS. Funds had been included in the FY 2015 budget.

Mr. Tetzloff noted that the design cost would be covered by the MPZS. He estimated this cost at \$74,950. Two (2) projects would be combined to lower the overall cost for both projects. There would be no additional costs to the City. The Council had been provided with a cost breakdown.

Alderman Lower added his concern regarding the reduction of green space at Miller Park. He believed that the Zoo would be expanding its footprint.

Mr. Tetzloff noted that the projects were contained within the Zoo's current footprint. He added that the roadway in front of Zoo would be removed as a safety issue.

Alderman Stearns believed that the parking would be expanded.

Mr. Tetzloff noted that the parking would be addressed as part of the Illinois Public Museum Capital Grant Program Award.

Alderman Stearns expressed her appreciation for the cost breakdown. She questioned the funding level from the MPZS. Mr. Tetzloff restated that the MPZS would donate \$100,000 towards the \$250,000 Flamingo exhibit. He added that the MPZS would also donate approximately \$28,000 towards the design of the South America exhibit.

Alderman Stearns expressed her concern regarding the budget process. This item addressed needs versus wants. The City has raised three (3) taxes. She expressed her concern regarding the City's affordability. She questioned what was affordable. This item was a want not a need. Citizens did not want their taxes raised. She would not support this item.

Alderman Black noted that the Council had been provided with a variety of numbers regarding these projects. The FY 2015 budget included \$150,000 for the Flamingo Exhibit. The MPZS would provide \$100,000.

Mr. Tetzloff noted \$74,950 for design costs for the Flamingo and South America projects. He cited the breakdown: City cost - \$31,878 and MPZS cost - \$43,072. The design cost was included in the City's \$150,000. There would be no additional cost to the City.

Mayor Renner stated that the City had agreed to match funds with the MPZS. This was a private/public partnership.

Motion by Alderman Fazzini, seconded by Alderman Schmidt the RFP be awarded to WDM Architects, Wichita, KS, in the amount of \$74,950, and the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

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:

SUBJECT: Project Agreement between Miller Park Zoo and Illinois Department of Natural Resources (IDNR) for Illinois Public Museum Capital Grant Program Award

RECOMMENDATION/MOTION: That the grant award for \$700,000 be accepted, the Project Agreement with IDNR be approved, payment to IDNR for \$5,000, grant processing fee, 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, and Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City Services delivered in the most cost-effective, efficient manner, and Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The Project Agreement between Miller Park Zoo and IDNR for Illinois Public Museum Capital Grant Program Award outlines the approved grant funding, project components, and program compliance requirements.

Staff identified three (3) recommendations from the Zoo Master Plan that would constitute the DeBrazza's Plaza with a total cost estimated at \$720,000 with \$700,000 consisting of the grant award. \$20,000 was landscaping materials/labor that could be covered after the project is completed. This project would include an additional parking lot, a new DeBrazza's Monkey Exhibit, and renovations of the Entrance Building. All of these are conveniently located near the entrance of the Zoo. Local matching dollars are based on attendance figures of the museum applying for the grant. Attendance figures for the Zoo are at a level that no local matching dollars would be needed with this grant.

The Zoo currently offers 120 parking spaces for guests. In the Zoo's Master Plan, the number of spaces increases to 163, a thirty-six percent (36%) increase. With a new playground, spray park, miniature golf course and other park activities, Miller Park is a popular area for the entire community. The new parking lot will be used for both Zoo and non Zoo park guests. The Association of Zoos and Aquariums (AZA) Accreditation Commission listed parking as a concern for the Zoo.

Guests have told Zoo staff that sometimes they come to the Zoo but cannot find a parking space and then return home after never visiting the Zoo. These additional parking spaces would help solve a safety concern by having the road that currently travels in front of the Zoo's entrance turned into parking lot instead of continuing along the east side of the Zoo. Currently, this is a through road that guests to the Zoo must cross and has been the subject of many near miss accidents involving vehicles and young children rushing from the new spray ground/playground area into the Zoo (or vice versa).

The DeBrazza's Monkey Exhibit would complement the Flamingo Exhibit as guests would experience a completely new first impression of the Zoo. The popularity of primates should make this a great attraction for guests. Another species, (to be determined later), can be displayed with the DeBrazza's Monkeys. The Zoo should see at least a three percent (3%) growth in admissions.

The Zoo's Master Plan prioritized the Gift Shop expansion and Concession Stand as the second infrastructure project behind the additional parking lot. The project includes a new roof, air conditioners, and furnaces for the Entrance Building. By expanding the Gift Shop and building a Concession Stand, the Strategic Plan estimates a 55.7% increase in concessions and gift shop net revenues. The Concession Stand will have a window for Zoo guests and will also have a window for people outside of the Zoo utilizing any/all of Miller Park's amenities. The project will fill a void for Park guests and could attract more use of the Park's amenities. The completion of the project will enable the Zoo to lower the subsidy by increasing the revenue the Zoo is able to earn. The lack of concessions at the Zoo is one of the most heard complaints Zoo staff hear from guests. Other items that the Entrance Building renovations could explore would be new carpeting and possibly solar panels.

The IDNR administers the state grant money. Information regarding this grant program was located on the IDNR's website.

This grant provided the Zoo the opportunity to complete these projects for an extremely low cost to the City, as there would be no local match required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Miller Park Zoological Society.

FINANCIAL IMPACT: The state will be asked to provide up to \$700,000 and the Zoo qualifies with no local matching funds required. The funds will cover design, construction and associated costs of the DeBrazza's Plaza. The \$5,000 award processing fee will be paid from the FY 2015 Budget from Miller Park Zoo - Other Professional & Technical Services (10014136 - 70220). Although no funds were budgeted in Other Professional & Technical Services in FY 2015, enough budgeted funds remain available in the Miller Park Zoo budget to absorb the \$5,000 cost. The City will request to be reimbursed this cost after fifty percent (50%) of the project is completed which should occur in FY 2016.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Zoo Superintendent

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

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

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

Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

(GRANT DOCUMENT ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

Alderman Lower questioned the operational expense. The Miller Park Zoo operated in the red. The City subsidized same. He added that there would be a snack area located in the Zoo. He noted that the City did not operate the concession stand area that was located in Miller Park. He questioned building a new one.

Jay Tetzloff, Zoo Superintendent, addressed the Council. He could not address the existing concession stand. The Zoo did not have one. The size of the gift shop would be

increased. These two (2) changes (i.e. a concession stand and an enlarged gift shop) would increase revenue which would assist the Zoo's sustainability.

Mayor Renner noted that the City planned to accept a \$700,000 grant and the cost to the City would only be \$5,000.

Alderman Lower expressed his opinion that the Zoo would continue to operate in the red.

Mr. Tetzloff cited the Zoo's Master Plan and noted that WDM Design was the consultant. This firm was confident that the concession stand would be profitable. The lack of concessions was the number one complaint of Zoo guests. This concession stand would also serve park guests. The \$5,000 fee was reimbursable. Revenues should exceed expenses.

Alderman Schmidt addressed the Zoo Master Plan. The implementation of this Plan would be a private/public partnership. The Zoo was a community asset.

Alderman Sage noted that the concession stand would also serve Miller Park's visitors.

Motion by Alderman Schmidt, seconded by Alderman Black that the grant award for \$700,000 be accepted, the Project Agreement with IDNR be approved, payment to Illinois Department of Natural Resources for \$5,000 for the grant processing fee 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, Fazzini, Sage, Fruin and Black.

Nays: Alderman Lower.

Motion carried.

The following was presented:

SUBJECT: Ordinance Providing for the Issuance of not to exceed \$26,000,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the Purpose of Refunding the 2004 Coliseum Bond of said City and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on said Bonds, and Approval of an Agreement Authorizing Chapman and Cutler, LLP to act as the City's Bond Counsel

RECOMMENDATION: That the Ordinance be passed, 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: The outstanding Taxable General Obligation Bond, Series 2004 with outstanding principal of \$23,935,000, became callable as of June 1, 2014. This provided an opportunity for the City to save substantial dollars in debt service to be paid over the next twenty (20) years. The Finance Department, along with Mesirow Financial, is recommending a refunding strategy which is projected to save \$5.8 million in interest payments. The City will conduct an online competitive auction for the sale as coordinated by Mesirow Financial. The refunding ordinance, as prepared by Chapman and Cutler, the City's Bond Counsel, outlines the details of the intended sale. The Council was provided with the most updated debt service projections for the 2004 Coliseum refunding bonds.

***Please note these are best estimates – market conditions on the day of the sale could produce a variation in figures presented.*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: It is estimated that the City will save \$5.8 million over the next twenty (20) years.

Respectfully submitted for Council consideration.

Prepared and reviewed by: Patti-Lynn Silva, Director of Finance

Legal review by: Chapman & Cutler, Bond Counsel

Recommended by:

David A. Hales
City Manager

(ORDINANCE NO. 2014 – 73 ON FILE IN CLERK’S OFFICE)

(CONTRACT ON FILE IN CLERK’S OFFICE)

Mayor Renner introduced this issue. The City planned to issue tax exempt bonds.

David Hales, City Manager, addressed the Council. The original bond debt was taxable. A portion of the debt had been converted to tax exempt bonds. The goal was to lower the debt service costs by an estimated \$6 million. He noted the Todd Krzyskowski, Mesirow Financial and Lynda Given, Chapman and Cutler, LLP, bond counsel, were in attendance at this evening’s meeting.

Todd Krzyskowski, Mesirow Financial, addressed the Council. He thanked them for the opportunity to address them. He described this item as basic and direct. Interest rates should be lower, i.e. 2 – 3½%. There were savings opportunities provided by the market. Municipal bonds have optional redemption dates. The City’s first opportunity occurred in June 2014. From a credit rating standpoint, this was a good management practice.

Alderman Stearns noted that the market drove any cost savings. She questioned property taxes and the Ad Valorem language. She questioned the total payout.

Lynda Given, Chapman and Cutler, LLP – bond counsel, addressed the Council. She addressed the City’s Tax Levy. The original bond issue was for \$30 million. General Obligation bonds were supported by property taxes. The City has had the practice of utilizing sales tax revenue and abating property taxes.

Alderman Stearns questioned what would happen if sales tax revenues were not adequate. Ms. Given stated that if this occurred, the property taxes would not be abated and would be extended instead.

Mr. Krzyskowski addressed total payments and the debt service. He noted the 2011 refinance. Total cost was \$49 million with savings of \$14 million.

Motion by Alderman Fazzini, seconded by Alderman Painter that the Ordinance be passed, 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:

Bloomington Comprehensive Master Plan – Existing Conditions Analysis.

Mayor Renner introduced this item.

Vasudha Pinnamaraju, McLean County Regional Planning Commission's Executive Director, addressed the Council. She addressed the City's Comprehensive Plan – Phase 1. Existing Conditions Analysis. A Comprehensive Plan addressed long range planning, i.e. twenty to twenty-five (20 – 25) years. The key was accurate projections. She addressed what Existing Conditions were, i.e. a context for facts, framing of key issues and location based analysis. This report was developed utilizing reliable data sources. She noted that there were limitations, i.e. availability, multiple years, scale, possible errors, etc. It provided a historic context. She noted that the City's strategic location and transportation (railroad, interstates, etc.), were key to the City's success. She addressed various strengths, i.e. local economy, quality schools and neighborhoods. She addressed growth which had been a constant. In addition, there were no restrictions to the natural environment which would restrict physical growth, (this fact could be a strength or a weakness). She cited educational levels and the skilled work force which were economic development tools.

Income levels were cited, i.e. higher than state average. The unemployment rate had historically been lower than the state. Major employment sectors were cited, i.e. professional and business services, government, financial, educational and health services. A new sector was leisure & hospitality. The labor shed extended beyond fifty (50) miles and was expected to grow due to high speed rail. Connectivity was an asset, i.e. CIRBN (Central Illinois Regional Broadband Network).

She addressed the housing market. It hit an all time low in 2012. Quality of life was addressed. There were nine (9) acres of parkland per 1,000 residents. She noted Constitution Trail which offered thirty-seven (37) miles of trails. There were wonderful recreational opportunities. She noted the low crime rate. Finally, she addressed marketing the area. CIRA, (Central Illinois Regional Airport), was an economic driver. The Bloomington Normal EDC (Economic Development Council) had adopted an attraction focus.

However, there were challenges. The City's challenges were not unique and there was always room for improvement. The work force was aging and numbers for younger workers were declining. The labor force figure had also declined. This figure was in line with state trends. Figures were presented which compared the City to the state and the nation. The City was younger than both. A key issue was retention of college age individuals after college. Maps were presented regarding population concentrations by age. Incomes were addressed and tied to inflation. The figures presented were in line with state and national trends. Individuals needed to earn more today in order to maintain the same lifestyle as a decade ago. A challenge for the City was low income households.

Housing was addressed. While the City had higher median incomes, the higher median home values and median rents were lower than the state average. The percentage owner occupied homes was lower than the state average. Assessed values were lower in the City's core neighborhoods and higher in the newly developed areas. The housing cost burden was higher in the City compared to the state. A challenge was the concentration of multi-family units, i.e. in the City's core and along Veterans Pkwy. Vacancy rates were presented. Vacancy rates over thirty-six (36) months had increased. The goal was fiscally responsible sustainable growth. Boundary changes had stressed the City's budget. Vacant land was available to be developed, i.e. 2,000 acres of vacant land, 450 residential lots, 400 commercial lots, CIRA had 700 acres of commercial land. Cautioned was urged prior to future annexations.

Aging infrastructure was another challenge. She noted the cost estimate of the Sewer Master Plan, i.e. \$136 million. The City used 11.5 million gallons of water a day. Lake Bloomington and Evergreen Lake held twenty-two (22) months of capacity. Drought versus growth and the need for a regional effort were cited.

Health issues were addressed. This would be a new area that would be addressed as part of the Comprehensive Plan. Concerns were raised regarding obese/overweight individuals. There was link between obesity and chronic illness. Obesity was linked to sedentary lifestyle and access to healthy foods. The role of land use was addressed. Walkability to schools, pharmacies and grocery stores was cited. The majority of the City's west side was a food desert. She noted low income levels and low access.

Fire safety was addressed. The six (6) minute response time was presented in a map, i.e. all areas could not be reached within this time frame. There was not a formal mutual aid agreement between the City and the Town of Normal.

David Hales, City Manager, addressed the Council. He cited the working relationships between the City and Normal's Police and Fire Departments.

Ms. Pinnamaraju addressed fire unit utilization. The unit hour utilization recommendation was .25 to .30. There was a graph prepared which documented the days/times/locations where this figure had been exceeded. She also addressed police safety. A map had been presented which overlaid crime and liquor license locations. She stressed the high crime areas. The City's core needed attention. This area had an impact upon District 87. Schools were one of the City's biggest assets.

Alderman Stearns noted that Ms. Pinnamaraju had presented interesting data. Her ward was located in the City center. She noted property EAV (Equalized Assessed Value). She expressed her concern regarding District 87. She cited quality of life. She questioned if this Plan would compare the City to the state and to the nation.

Ms. Pinnamaraju addressed the Plan's next phase Community Outreach. The City would be compared to five (5) similar communities.

Mayor Renner noted that some nationwide metrics had been presented this evening.

Alderman Black thanked Ms. Pinnamaraju for the presentation. He believed that the next step involved citizen groups.

Ms. Pinnamaraju cited the seventeen (17) working groups. She noted that ten (10) of them appeared to be popular. She referred the Council to the Plan's Facebook page.

Alderman Black noted the use of social media, (i.e. Facebook, Twitter, etc.).

Mayor Renner offered to address this topic at his Mayoral Open Houses. This Plan would impact the community. Planning was key part of governing. This Plan would be better due to the community's involvement.

Ms. Pinnamaraju addressed Community Response which commenced the beginning of July. She addressed community values and suggestions for improvement. The Council was shown the Bring It On Bloomington video.

The following was presented:

SUBJECT: Professional Engineering Services Agreement with Hanson Professional Services Inc. for Development of a Streets Master Plan

RECOMMENDATION/MOTION: That the formal bid process be waived, the agreement with Hanson Professional Services Inc. be approved, in an amount not to exceed \$99,948, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective manner; 2a. Better quality roads and sidewalks; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Existing street conditions have been well documented and have been a priority for the Council in recent years. Staff believes progress has been made in addressing deficiencies in the transportation system through sustained commitment on the part of the Council and City staff, with an emphasis on ramping up resurfacing efforts. A Streets Master Plan would add a new dimension by forming a strategy for capital projects, major improvements, and expansions to the transportation system. These are projects such as the future Hershey Rd. extension and Hamilton Rd. alignment from Bunn to Commerce.

Scope of the Project:

- Hanson would incorporate the City's previously developed travel demand model and study traffic congestion and drive times.
- Traffic collision data would be analyzed and traffic safety would be considered.
- Economic development potential and benefits are to be considered for major potential projects. The Plan would consider factors such as location of sewer lines and potential new development. The City must provide economic benefit analysis as part of the process.
- The Plan would contain a twenty (20) year capital budget and examine life cycle costs and potential opportunities for state and federal funding sources.
- The capital plan also would incorporate information from existing City street, sidewalk and bicycle route planning.
- The Plan would identify Best Management Practices (BMPs) for street maintenance and resurfacing.
- Hanson's agreement also included conducting a public involvement meeting and making presentations to the Council.

This project is an extension of the Travel Demand Modeling and Railroad Crossing Studies Hanson was selected to perform in 2010. It is recommended that Hanson continue work on this project to utilize their knowledge of the City's existing traffic demand model and build on their work completed as part of the previous studies.

Under the proposed professional engineering services agreement, the selected engineering firm would be performing analysis, completing studies and compiling recommendations. The contract amount included in the Professional Engineering Services Agreement would be a not to exceed amount. The final overall rates and fees proposed by Hanson are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Master Planning process will include public outreach.

FINANCIAL IMPACT: The professional engineering design services contract with Hanson Professional Services includes a not to exceed maximum fee of \$99,948. Payment shall be made with Capital Improvement - Design Services (40100100 - 70050). The adopted FY 2015 Capital Improvement Budget includes \$100,000 in Capital Improvement Funds for this project. Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on page 84.

Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, P.E., Asst. City 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

RESOLUTION NO. 2014 - 31

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
TO DEVELOP A STREETS MASTER PLAN WITH HANSON PROFESSIONAL
SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$99,948**

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

1. That the formal bid process be waived, and the agreement with Hanson Professional Services Inc. be approved, in an amount not to exceed \$99,948

ADOPTED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(CONTRACT ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He recommended that the agreement with Hanson Engineers be approved as this firm was best suited to complete this

work based upon their prior experience with the City. Hanson would be objective, fair and equitable. This agreement represented a significant first step.

Alderman Stearns questioned how this project would be funded. Mr. Hales noted that funds had been budgeted in the General Fund as part of the Capital Improvement Plan.

Alderman Stearns questioned the impact of this agreement upon existing projects. Mr. Hales noted that the City lacked a comprehensive plan for capital projects. There was a listing of streets. Outside assistance was needed and a methodical approach would benefit certain projects. Projects would be prioritized.

Alderman Stearns questioned if this agreement would address more than streets. Mr. Hales noted that City staff was seeking state funding. There were other issues to consider. There was the ability to add bridges and traffic signals.

Alderman Lower considered the cost. He believed that Hanson Engineers had an agreement with the City regarding Lake Bloomington and Evergreen Lake at a cost of \$300,000. Mr. Hales stated that this contract addressed a state mandate.

Alderman Lower noted the dollar value and suggested that there were other qualified firms. Mr. Hales stated the request included waiver of the formal bid process. He noted previous work completed by Hanson Engineers. He also cited the \$700,000 cost for the Sewer Master Plan.

Alderman Black stated his support for this item. However, he did not believe that automobiles were the future. He addressed multi modal transportation. He questioned what Hanson Engineers would do with the data collected. The Council needed to set priorities.

Motion by Alderman Fazzini, seconded by Alderman Black that the formal bid process be waived, the agreement with Hanson Professional Services Inc. be approved, in an amount not to exceed \$99,948, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution 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: Draft City Sidewalk Master Plan

RECOMMENDATION/MOTION: Discussion only.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhood; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; 2a. Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: The Public Works Department has worked on the Sidewalk Master Plan periodically for the past two (2) years, as staffing and time allowed. The work was done completely in-house, mostly by an Engineering Technician, Miscellaneous Technicians and a post-graduate intern with input from Engineers and oversight of Public Works Administration. A draft version has now come to fruition and is ready for presentation to the Council and general public.

Costs: See Financial Impact below.

Need and purpose: The Sidewalk Master Plan allows City government to address deficits in the sidewalk system in a strategic, effective manner and to create a pedestrian-friendly community in keeping with the City's short term and long term strategic goals. It identifies problems and proposes solutions. It sets forth policies and objectives, and a ten (10) year budget to meet those goals.

An inventory: The process began with systematic rating of all 423 miles of City sidewalk under a system called PASER (Pavement Surface Evaluation and Rating system). It also entailed inspection of all public sidewalk street intersections, which should be ramped under standards of the Americans with Disabilities Act (ADA). These inventories have been updated through the current construction season. At the end of the 2014 construction year, the City is expected to have:

- 1.8 miles of sidewalk rated as 1 on a scale of 10 ("failed"), another 6.4 miles rated as 2 ("very poor"), 24 miles rated as 3 ("poor") and 35 miles rated 4 (Fair -).
- At the end of the 2014 construction season, the City will have approximately 4,800 ramps that do not comply with ADA standards. Another 1,400 sidewalk locations need ramps and have none. Fewer than 2,000 City ramps will meet ADA. Each ramp costs approximately \$1,200.
- Numerous gaps in connectivity – places with no sidewalk. The plan identifies eleven (11) gaps as priorities for new sidewalk construction. Most of these gaps are less than one block long.

City Sidewalk Ratings (May 2015)

PASER Rating	Description	Miles
10	New	3
9	Excellent	11
8	Very Good	71
7	Good (+)	106
6	Good (-)	110
5	Fair (+)	55
4	Fair (-)	35
3	Poor	24
2	Very Poor	6
1	Failed	2

Total = 423 miles of sidewalks

Service Level: The service level was set to reach basic walkability goals in a City with many competing budget needs. The plan’s recommended service level is that all sidewalks rate as at least a 5 (Fair +) on the PASER scale. Pushing a standard higher, to a minimum rating of 6, adds fifty-five (55) miles to the repair inventory and increases cost by about \$4 million (in 2014 dollars). Placing it lower reduces walkability of the City and excludes some pedestrians from some sidewalks. The recommended level of service pushes the City closer to meeting ADA sidewalk standards.

The sidewalk situation has no correlation to the overall condition of the City streets. The City sidewalk system is in much better shape than the overall City street system. Because of currently contracted work, the City will have 356 miles of sidewalk in at least acceptable shape (Rated 5 [Fair +] or better) and sixty-seven (67) miles of sidewalk that need work (Rated 4 [Fair -] or worse) at the end of this construction year. It also should be noted that the City fixes only the damaged portions of a sidewalk. For example, on average the City replaces thirty-two percent (32%) of a sidewalk rated as a 3, not the entire sidewalk. These average percentages of replacement are calculated into the costs. Nonetheless, sixty-seven (67) miles of sidewalk equates to a great deal of work, and thirty-four (34) of those miles contain sidewalks that are barely useable or not useable at all for some residents. Delay or inadequate funding will result in further deterioration of the sidewalk system.

Plan of Action: The Master Plan as drafted sets out a ten (10) year plan.

- **ADA-Compliant Ramps:** The Master Plan recommends continued, gradual installation and upgrade of sidewalk ramps, with most ramp work being done when the adjacent street is being resurfaced or reconstructed. This marks a continuation of existing strategy that is sensible and compliant with the law. First, sidewalk ramps adjacent to street work *must* be made ADA complaint under federal law. Secondly, the street work changes the street-sidewalk interface. If ramps are fixed first and the streets are resurfaced later, the resurfacing work can take the ramp out of compliance because resurfacing will change the slope and the street-sidewalk connection. These ramp costs, roughly \$1,200 each, should be included in the annual resurfacing budget. Ramp cost will vary depending on City spending on streets year to year, annual ramp estimates are not included in the Master Plan budget. They represent added cost.
- **Sidewalk Improvements:** The Master Plan seeks immediate focus on sidewalks rated as 1, 2 and 3 – failed, very poor and poor – followed by a focus on sidewalks rated as 4. Also throughout the duration of the plan, and after it, sidewalks rated as 4 or better can be repaired through a 50/50 cost sharing program in which property owners agree to pay half the cost of the repair on sidewalks not scheduled for repair.
- **Gaps:** Key missing links in the sidewalk system are to be filled gradually.
- **Responsiveness:** The Master Plan also recommends that money be set aside annually to respond to citizen reports of sidewalk problems.
- **Tree Sidewalk Conflicts:** Encroachment of roots is a leading cause of sidewalk issues. The plan seeks creative ways to preserve trees when possible and to prevent tree sidewalk conflicts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: After delivery of the report to the Council, Public Works will post the draft plan on the City’s website along with an explanatory article. The article will explain that the public can submit written comments by U.S. mail, by e-mail to publicworks@cityblm.org, or by dropping off comments at the Public Works Office, Government Center, 115 E. Washington St., third floor.

Further, the City will send out press releases, and has arranged with to the Chairpersons of two (2) City Commissions for public meetings if Council chooses to advance the document forward for public review.

Planning Commission Chairman Stan Cain has expressed willingness to host a presentation of the Master Plan at one meeting and a public hearing at another. The Citizens’ Beautification Committee Chairman Josh Barnett agreed to present the document to his group if the Council moves the matter forward.

Because of cost, staff is reluctant to print mass numbers of hard copies of a color document exceeding 100 pages. However, staff will provide a paper copy to any person who requests same and cannot readily download a digital version.

Before returning the Plan to the Council, staff will prepare a document which includes comments received from the public. Staff may make changes to the final Sidewalk Master Plan for City Council action.

FINANCIAL IMPACT: The work identified in the Sidewalk Master Plan requires a consistent funding level that is higher than historic sidewalk funding levels. The totals are much lower than identified needs for sewers, streets and other infrastructure. The Council was provided with a chart that compared City spending over five (5) years with projected spending for the first five (5) years of the Sidewalk Master Plan. Sidewalk ramps are not included in the figures.

Costs in the draft Sidewalk Master Plan are spread out through ten (10) years. The Public Works Department strived to produce accurate numbers through its formulas for calculating sidewalk costs and by factoring in three percent (3%) annual inflation. While staff sought ways to keep costs low, it also sought to show Council the most accurate possible picture on required spending to meet the identified goals. This is a community investment that has few revenue options, so almost all funding will have to come through the General Fund to achieve objectives.

Expenditures (factoring in 3 percent annual inflation, ramps not included)										
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Total	\$571,583	\$568,070	\$598,866	\$594,602	\$614,250	\$634,322	\$654,831	\$675,791	\$697,215	\$719,116
<i>10-Year Spending Total: \$6,328,646</i>										
Revenue from 50/50 Sidewalk Program										
50/50 from residents	\$50,000	\$52,500	\$55,000	\$57,500	\$60,000	\$62,500	\$65,000	\$67,500	\$70,000	\$72,500
<i>10-Year Revenue Total: \$612,500</i>										
Master Plan Need Compared to Flat Funding at FY 2014-15 Level										
Year	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
Master Plan	\$571,583	\$568,070	\$598,866	\$594,602	\$614,250	\$634,322	\$654,831	\$675,791	\$697,215	\$719,116
Flat funding	\$241,582	\$241,582	\$241,582	\$241,582	\$241,582	\$241,582	\$241,582	\$241,582	\$241,582	\$241,582
Short-fall	\$330,001	\$326,488	\$357,284	\$353,020	\$372,668	\$392,740	\$413,249	\$434,209	\$455,633	\$477,534
<i>10-Year Shortfall if Funding Remains Flat at FY 2014-15 Level: \$3,912,826</i>										

Installation of ADA-compliant ramps represents the single largest cost for upgrading the sidewalk system. After the 2014 construction year, the inventory of unmet ramp need should be as follows:

ADA-Compliant Ramps	
Fixing 4,900 existing ramps	\$5,880,000
Installing 1,300 new ramps	\$1,560,000
Total (in 2014 dollars)	\$7,440,000

Respectfully submitted for Council consideration.

Prepared 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

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. This Plan was unique as it was developed by City staff. It would be a component of the Capital Improvement Plan.

Jim Karch, Public Works Director, addressed the Council. He planned to present a board overview. He noted that the work had been completed by City staff. He recognized staff's efforts. A number of individuals had been involved on this project and the work had been done well. He noted that the Plan was a draft document.

Mr. Karch presented the Plan's highlights. Sidewalks had been rated by parcel. The information had been kept current. The Plan would use the block by block approach. Trees had been an issue. The City must comply with the ADA (Americans with Disabilities Act). The City was required to have a Transition Plan. Carriage walks were addressed. He noted that this issue would appear on the Council's July 21, 2014 Committee of the Whole meeting agenda. Deficiencies were also addressed. City sidewalks were in better condition than City streets. In addition, sidewalks lasted longer. Only fifteen percent (15%) of City sidewalks were rated as poor or less.

The City needed a plan to maintain its sidewalks. He cited issues with ramps. The ADA requirements kept changing. Sidewalk ramps were being included in the street resurfacing program. The Sidewalk Plan would accomplish the following: 1.) all sidewalks rated one through four (1 – 4) would be repaired; 2.) tripping hazards would be addressed; 3.) connectivity gaps would be addressed; 4.) compliance with ADA; and 5.) reduce liability exposure.

Funding was addressed. Funding comparisons were presented, i.e. last five (5) years versus the first five (5) years after the Sidewalk Master Plan is accepted. He acknowledged that funding sidewalks would be difficult. The key was for the City to be reasonable. He presented a ten (10) year plan. He compared 2014 dollars to inflation adjusted figures. Expenditures over ten (10) years would be over \$6 million. The 50/50 program which represented a partnership with private citizens would be over \$612,000. He noted that a sidewalk ramp currently costs \$1,200. A cost break down was presented that did not

include ramps. The draft plan would be placed on the City's web site for summary review and comment. City staff was interested in feedback and starting a dialogue.

Alderman Black thanked Mr. Karch for the presentation. He found the photographs helpful. He cited the carriage walks and 50/50 Program. He was interested in carriage walks. He suggested that the City consider a payment plan for the 50/50 Program.

Mayor Renner suggested that the payment plan be an addition to the property's water bill.

Alderman Black noted the value of ADA compliance, i.e. sidewalk ramps. This work needed to continue.

Mr. Karch restated that the carriage walks section was amendable.

Alderman Lower questioned state right of ways and ADA compliance. Mr. Karch noted that the City worked with IDOT, (IL Department of Transportation). City staff made requests, reached out and made IDOT aware of the City's needs.

Alderman Stearns thanked Mr. Karch for the presentation. Carriage ways were unique. They were a key element of Victorian homes. She cited architectural integrity. She also addressed school routes and City interaction with District 87 and Unit 5. She questioned if City staff encouraged the use of the walking routes. Mr. Karch noted that establishing school walking routes was a priority.

Mr. Hales encouraged the Council to review the draft plan and provide feedback to City staff.

Mayor Renner noted that the proposed Text Amendment to Chapter 2. Administration regarding Public Comment had been removed from the agenda.

Jeff Jurgens, Corporation Counsel, addressed the Council. He had worked with the Council, the Attorney General's Office's Public Access Counselor and the McLean County State's Attorney's Office. The proposed ordinance would appear on the Council's July 28, 2014 meeting agenda.

CITY MANAGER'S DISSCUSSION: David Hales, City Manager, addressed the Council. A key topic was a draft Capital Improvement Plan which would be a community plan with a time line. There would be a number of components. He questioned how to engage the public. There would be a number of opportunities to address this plan which would include five, ten and twenty (5, 10 & 20) year plans.

The City had financial challenges. The City needed a comprehensive approach. The Council would be asked to approve a community plan for the Capital Improvement Plan. There was a backlog of deferred maintenance. Citizens needed to be educated and informed. Issues needed to be recognized. Citizens needed to become part of the solution.

The Council's July and August meetings would see heavy agendas. He informed the Council that Roberta "Bobbie" Herakovich, Interim Parks, Recreation & Cultural Arts Director, would start with the City tomorrow, July 15, 2014.

MAYOR'S DISCUSSION: Mayor Renner informed the Council that he had participated in a productive meeting regarding investment in the Downtown. He had also visited Pontiac, IL. Pontiac had taken advantage of its connection to Rt. 66. The Visitor Center ground breaking ceremony would be held at the McLean County History Museum on Wednesday, July 30, 2014. He would be unable to attend.

ALDERMEN'S DISCUSSION: Alderman Stearns noted that John Kennedy, former Director of Parks, Recreation & Cultural Arts, had left employment with the City. She complimented Parks, Recreation & Cultural Arts Department's staff efforts regarding the City's 4th of July celebration. She had received compliments from constituents.

She also addressed the Comprehensive Plan. She had been raised here. The City core was her concern. She looked forward to discussions regarding same.

Alderman Lower expressed his opinion that the bond refinancing was a worthwhile effort. He had extended family in Pontiac, IL. This community embraced its culture.

Motion by Alderman Fazzini, seconded by Alderman Painter, that the meeting be adjourned. Time: 8:53 p.m.

Motion carried.

Tracey Covert
City Clerk