

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, AUGUST 25, 2014, 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Oath of Tyler Zimmerman, Firefighter**
 - B. Gold Level Healthy Worksite Award – Tina Swanson**
 - C. ICMA Certificate of Distinction Award – Alex McElroy**
- 7. “Consent Agenda”**

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8.

The City’s Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council’s Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.

- A. Council Proceedings of August 11, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of August 11, 2014 be dispensed with and the minutes approved as printed.)**
- B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
- C. Appointment of John Protzman to the Planning Commission. (Recommend that the Appointment be approved.)**

- D. Towanda Ave. - Vernon Ave. Intersection Study and Planning. (Recommend that the formal bid process be waived, the Professional Engineering Service Contract with Knight E/A Inc. be approved, in an amount not to exceed \$57,097.74, the Mayor and City Clerk be authorized to execute the necessary documents, the Resolution be adopted and the corresponding Motor Fuel Tax resolution be adopted.)**
- E. Analysis of Bids for Compressor Replacement at the US Cellular Coliseum (USCC) and Contract with US Mechanical Services. (Recommend that the bid for replacement of three (3) compressors at the USCC be awarded to the sole bidder, US Mechanical Services, in the amount of \$64,964.06, the contract be approved 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.)**
- F. Reject the lone Proposal and Authorize staff to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services at the US Cellular Coliseum (USCC). (Recommend that the lone Proposal be rejected and staff be authorized to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services for the USCC.)**
- G. Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets. (Recommend that the Change Order to the Contract for the 2014 Bond Sidewalk Replacement and Handicap Ramp Program in the additional amount of \$100,000 be approved, the Resolution passed, and the Ordinance Amending the Budget to add funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets be passed. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.)**
- H. Lake Bloomington Lease Transfer Petition for Lot 7, Block 3 of Camp Kickapoo, from Mclean County Land Trust HBT 408, Heartland Bank & Trust Company Trustee, to Jamie L. Drake, Trustee of the Jamie L. Drake Revocable Trust dated March 27, 2014. (Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Request to Approve a Budget Amendment in the General Fund, Capital Improvement Fund, Water Fund, and Storm Water Fund for the settlement of disputed claims relating to Annexation Agreement for West Washington St. (Recommend that the Ordinance be passed.)**
- J. Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on August 30, 2014. (Recommend that the Ordinance be passed.)**

- K. Text Amendment to Chapter 38, Article III, Section 87 regarding Carriage Walks. (Recommend that the Text Amendment be approved and the Ordinance passed.)**
- L. Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 1 Establishment of Department – Composition – Indefinite Absences. (Recommend that the Text Amendment be approved and the Ordinance passed.)**
- M. Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 6 Duties. (Recommend that the Text Amendment be approved and the Ordinance passed.)**
- N. Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 18 Fire Chief or Assistant to Prescribe Limits Within Which Persons Permitted at Fires. (Recommend that the Text Amendment be approved and the Ordinance passed.)**

8. “Regular Agenda”

- A. Lake Bloomington Marina Lease Agreement with TTK, L.L.C. (Recommend that the Lease Agreement be approved with the addition of an updated legal description and the Mayor and City Clerk be authorized to execute the necessary documents.) (15 minutes)**
- B. Analysis of Bids and Approval of Contract for Pepsi Ice Center Parking Structure Repairs (15 minutes)**
- C. Website Transparency Ordinance. (Recommend that the Ordinance be passed.) (15 minutes)**

- 9. City Manager’s Discussion**
- 10. Mayor’s Discussion**
- 11. City Aldermen’s Discussion**
- 12. Executive Session - cite section**
- 13. Adjournment**
- 14. Notes**



FOR COUNCIL: August 25, 2014

SUBJECT: Gold Level Designation as an Illinois Healthy Worksite Award

RECOMMENDATION/MOTION: That the Award be accepted.

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

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

BACKGROUND: The City recently received “Gold” level designation as an “Illinois Healthy Worksite.” The newly-established Illinois Healthy Worksite designation is sponsored by the Governor’s Council on Health and Physical Fitness, the Illinois Chamber of Commerce, the Illinois Department of Public Health and the University of Illinois at Chicago’s Department of Kinesiology and Nutrition, who also provides evaluation and research assistance.

The Illinois Healthy Worksite designation was created as part of the statewide We Choose Health community transformation grant, which is funded by the U.S. Centers for Disease Control and Prevention and overseen by the Illinois Department of Public Health. Its purpose is to make communities healthier and reduce chronic disease. Worksite Wellness is one of the strategies selected to achieve the goal in Illinois. The Illinois Healthy Worksite designation was created to engage employers throughout the state in worksite wellness best practices.

The Illinois Healthy Worksite designation is a three (3) year award that includes three (3) levels of recognition: Gold, Silver and Bronze. The designation requires satisfying criteria that are recognized best practices in creating a worksite culture of health. The criteria includes:

1. Actively promoting and supporting healthy nutrition at work.
2. Providing and encouraging opportunities for physical activity at work.
3. Developing a 12-month Health and Wellness Calendar and an ongoing communications plan to promote employee health and wellbeing throughout the year.
4. Demonstrating a commitment to employee health and wellbeing by making it part of the organization’s mission statement, goals and operations.
5. Developing lifestyle and disease management strategies and measuring their success annually.

The City was one (1) of seven (7) organizations selected for the highest level of distinction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Pam McDowell, City Clerk Support Staff V
Nora Dukowitz, Communication Manager

Reviewed by: Emily Bell, Director of Human Resources

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Certificate

Motion: That the Award be accepted.

Motion: _____ Seconded by: _____

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

DESIGNATION AS AN

Illinois Healthy Worksite

In recognition of outstanding employee health promotion practices
AWARDED TO:

City of Bloomington



GOLD LEVEL

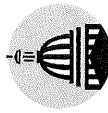
3-Year Qualification valid from May 1, 2014 - May 1, 2017



Illinois Department of
PUBLIC HEALTH

Pat Quinn

Pat Quinn
Governor



ILLINOIS CHAMBER
OF COMMERCE

LaMar Hasbrouck

LaMar Hasbrouck, MD, MPH
Director

UIC
KN

Todd C. Maisch

Todd Maisch
CEO

Charles Walter
Department Head

FOR COUNCIL: August 25, 2014

SUBJECT: Presentation of the Certificate of Distinction from the International City/County Management Association Center for Performance Analytics

RECOMMENDATION/MOTION: That the Award be accepted.

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

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

BACKGROUND: The International City/County Management Association (ICMA) announced that Bloomington, Illinois, is being recognized for its performance management efforts with a Certificate of Distinction from the ICMA Center for Performance Analytics™.



“The certificate program recognizes the principles of performance management,” said Randall H. Reid, ICMA Director of Performance Initiatives. “Jurisdictions meeting the qualifications have demonstrated leadership in continuous improvement and community engagement, and they serve as examples for other governments to follow.”

ICMA assesses a local government’s performance management program and encourages analysis of results by comparing to peers and gauging performance over time. Performance management aids in cost reduction, program prioritization, and quality improvement. It also encourages accountability and transparency. Certificates are awarded at the levels of Achievement, Distinction, and Excellence. Bloomington is among 11 jurisdictions receiving the Certificate of Distinction, and one of 49 recognized throughout the nation.

Criteria for the Certificate of Distinction include:

- Reporting of performance data to the public through budgets, newsletters, and/or information provided to elected officials
- Data verification efforts to ensure reliability
- Staff training
- Use of performance data in strategic planning and operational decision-making
- Sharing of performance measurement knowledge with other local governments through presentations, site visits, and other networking.

The announcement marks the third consecutive year the City has been recognized with the Certificate of Distinction from the ICMA. City Manager, David A. Hales stated “This acknowledgement from the ICMA is a testament to the hard work and dedication displayed by our City staff. The City’s culture and practice of monitoring performance and tracking results is

vital to the success of the organization and the effort to continuously improve service delivery to citizens. I am very proud of staff’s accomplishments and I applaud their continuous journey toward excellence.”

About ICMA

Now in its 100th year, ICMA, the International City/County Management Association, advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA provides member support; publications; data and information; peer and results-oriented assistance; and training and professional development to nearly 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect millions of individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

About the Center for Performance Analytics

ICMA’s Center for Performance Analytics is dedicated to helping local governments use performance information to better the lives of the people they serve. The Center encourages the use and public reporting of performance information in a positive, continuous-learning environment in order to foster organizational cultures that deliver results that matter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Certificate

Motion: That the Award be accepted.

Motion: _____ Seconded by: _____

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



Leaders at the Core of Better Communities

This
Certificate of Distinction

is presented to

Bloomington, IL

for exemplifying the standards established by the ICMA Center for Performance Analytics™ in the application of performance data to local government management, including training, verification, public reporting, planning and decision making, networking and accountability.

Presented at the 100th ICMA Annual Conference
Charlotte/Mecklenburg County, North Carolina
15 September 2014

A handwritten signature in black ink, appearing to read 'Robert O'Neill Jr.'.

ROBERT J. O'NEILL JR.
ICMA EXECUTIVE DIRECTOR

A handwritten signature in black ink, appearing to read 'Simon Farbrother'.

SIMON FARBROTHER
ICMA PRESIDENT

A handwritten signature in black ink, appearing to read 'Randall H. Reid'.

RANDALL H. REID
DIRECTOR OF PERFORMANCE INITIATIVES
ICMA CENTER FOR PERFORMANCE ANALYTICS



FOR COUNCIL: August 25, 2014

SUBJECT: Council Proceedings of August 11, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of August 11, 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 August 11, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for August 11, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of August 11, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:01 p.m., Monday, August 11, 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, Jim Fruin and Mayor Tari Renner.

Alderman: Karen Schmidt.

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.

Bill Wetzel, #4 Prarie Vista Ct., addressed the Council. As a Library Board member, he spoke in support of the acquisition of 412 East St., a/k/a Sugar Creek Packing plant. He noted the Library's public parking issues. The Library had expansion needs. It brought people to the Downtown. He had been a long time resident of the City. The City began acquiring property from Olive St. south to the railroad tracks in the 1960/1970. It had been a lengthy process. There had been a referendum regarding the Library. 412 East St. represented the last parcel. It made sense for the Council to complete the purchase. If the City owned the property, then it could control development. He restated the Library's need for additional parking.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He read from the Consent Agenda. He also addressed the purchase of 412 East St. He noted the \$250,000 acquisition price. In his opinion, this item should not be on the Consent Agenda.

He also addressed the Bloomington-Normal Greenhouse Gas Inventory. He questioned if there were planned next steps. He questioned what the "Cool Cities" program was. He believed that the US Mayor's Climate Protection program was an east coast think tank. He cautioned the Council about the Action Plan to reduce emissions.

The following was presented:

Oath of Matthew Musson, Firefighter.

Mayor Renner introduced this item.

Mike Kimmerling, Fire Chief, addressed the Council. Matt Musson, Firefighter, had completed his probationary period. He was accompanied this evening by his family. He father was a Fire Chief for another Central IL community. Mr. Musson had attended Parkland Junior College and earned an Associates in Arts and his EMT – P, (Emergency Medical Technician – Paramedic) license.

Tracey Covert, City Clerk, administered the oath.

The following was presented:

Recognition of Stephen Stockton for thirty-seven (37) years of service as a Liquor Commissioner.

Mayor Renner introduced this item. He presented Steve Stockton, former Mayor and Liquor Commissioner, with a plaque recognizing his thirty-seven (37) years of service on the Liquor Commission.

Steve Stockton addressed the Council. He cited his thirty-seven (37) years of service. He recalled that in 1977 packaged liquor was only available for purchase from packaged liquor stores. The number of liquor licenses were also limited. He thanked Mayor Renner for the plaque and kind words. He also thanked the Council for their willingness to serve and guide the City.

The following was presented:

SUBJECT: Council Proceedings of July 28, 2014 and Special Meeting of July 7, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of July 28, 2014 and the Special Meeting Minutes of July 7, 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 July 28, 2014 and Special Meeting Minutes of July 7, 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 Painter, seconded by Alderman Fazzini that the reading of the minutes of the previous Council Meeting of July 28, 2014 and the Special Meeting Minutes of July 7, 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, 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 August 7, 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 Painter, 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, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive the Formal Bid Process and Contract with AECOM, Inc. to Retrofit Two (2) Filters at the Water Treatment Plant

RECOMMENDATION/MOTION: That the formal bid process be waived, the agreement with AECOM, Inc., Chicago, be approved, the Mayor and City Clerk be authorized to execute the necessary documents for the cost of \$24,500 and the Resolution be adopted.

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

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

BACKGROUND: The Water Department has encountered a failure in the underdrains of two (2) of its conventional, rapid rate gravity filters. Repairs are needed to move forward on filters #14 and 15 on an emergency basis. The out of service filters represent a reduction in the maximum amount of water that can be produced by the treatment plant. The plant was able to supply the demands we have seen to date this summer, but the failures need to be addressed to restore maximum capacity.

The agreement with AECOM, Inc. of Chicago, Illinois would authorize AECOM, Inc., on the City's behalf; negotiate with F.B. Leopold, Inc. of Zelienople, Pennsylvania, a proprietary filter underdrain manufacturer, for the retrofit of two (2) filters (#14 and 15) at the Water Treatment Plant. These filters will be retrofit with proprietary gravel-less underdrains, a new air scour backwash system, demolition of the existing underdrain system, installation of the new gravel-less underdrain system, replacement of filter media and incidental construction related to the filter retrofit.

In the last year, the clay underdrain in filter #15, in the new section of the water treatment plant, failed. The underdrain is the portion of the filter upon which the supporting gravel of various sizes and the filter sand is placed. The underdrain system supports this filter media and acts as the collection point of the filtered water once it passes through the filtering layers of sand and the support gravel. Once there is a failure in the underdrain, there is a short circuit in the filtering process and the water to be filtered will take the path of least resistance. It then moves through the filter media in a quicker fashion than other parts of the filter and will be less efficiently filtered or in essence not filtered at all. This can lead to higher cloudiness in the treated water (turbidity) and other possible water quality problems.

An underdrain failure can generally only be determined by removing all the media from the filter and physically inspecting the underdrain. This activity removes the filter from service for several weeks, is costly and time consuming. This has been done for filter #15 and it has been confirmed that there is indeed a failed portion in the underdrain. Much like an underground coal mine collapsing and causing a sink hole on the ground surface, a failed underdrain collapses downward and the filter media on top of the underdrain collapses into the filter underdrain and causes the uniform layers of the filter media to become mixed and essentially a small sink hole forms on top of the filter. Filter #15, with two (2) halves or "cells", is capable of filtering a total two (2) million gallons per day. This filter is currently out of service until it is retrofitted with the new underdrain system. If the City encounters peak pumpage while this filter is out of service, the Water Treatment Plant would be hampered in its ability to meet peak demands.

The improvement of the rapid rate filters at the Water Treatment Plant has been in the Water Plant Master Plan (AECOM, September 2007) and has been intended to coincide with the construction of the filter expansion at the Water Treatment Plant. That work is budgeted to occur in FY15.

Leopold graveless underdrain systems were specified in the Master Plan for the filter expansion in the new portion of the Water Treatment Plant. We anticipated completing the filter expansion before completing the existing filter upgrades. With the failure of Filter #15, the sequence needed to be switched. During the time that the Filter #15 underdrain system was being

designed, the Water Department completed its routine annual removal, regeneration and replacement of the Granular Activated Carbon (GAC) layer in about one third of the filters in the plant.

In the course of removing the filter media in filter #14 during this annual maintenance procedure in December 2013, it was determined that the filter was exhibiting the same characteristics as filter #15. Although the media has not been completely removed from Filter #14 (so that it could be used in an emergency) it does need the same retrofit as filter #15 to become fully functional again.

AECOM performed the original design for the 1987 plant expansion, which includes the existing filters. They have also performed preliminary design work for graveless underdrain replacement for filter #15.

This design will be used in the other filters in the new portion of the water treatment plant as they are upgrade in the future. It is expected that the filter upgrades will cost approximately \$250,000 per filter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Engineering work for Water Purification is appropriated in the FY 2015 Budget under Engineering Services (50100130-70050). The cost of this agreement is \$24,500. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 142.

Respectfully submitted for Council consideration.

Prepared by: Rick Twait, Superintendent of Water Treatment

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 38

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES
TO RETROFIT TWO (2) FILTERS AT THE WATER TREATMENT PLANT FROM
AECOM, INC. AT A PURCHASE PRICE OF \$24,500**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Engineering Services to Retrofit Two (2) Filters at a Purchase Price of \$24,500.

ADOPTED this 11th day of August, 2014.

APPROVED this 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Fazzini that the formal bid process be waived, the agreement with AECOM, Inc., Chicago, be approved, 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, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bid for Evergreen Lake Spillway Bridge Superstructure Replacement

RECOMMENDATION/MOTION: That the bid for Evergreen Lake Spillway Bridge Superstructure Replacement be rejected and City staff be authorized to rebid same.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities, and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The Evergreen Lake Spillway Bridge is currently under a load limit posting of seventeen (17) tons because of deficient structural components in the bridge deck. To correct those deficiencies it is necessary to remove the existing bridge deck and replace it with a new precast prestressed concrete deck beam superstructure. Construction plans were developed by Hanson Professional Services, Inc. for this work.

Bids for the Evergreen Lake Spillway Bridge Superstructure Replacement Project were received until 1:30 p.m., Tuesday, July 22, 2014 in the City Clerk's Office. One (1) bid was received and opened in the City Clerk's Office. The bid tabulation is Attachment 1 and summarized as follows.

Stark Excavating, Inc.	\$985,457.20
Engineer's Estimate	\$556,809.03
Budget	\$650,000.00

The total price bid by Stark Excavating exceeds the engineer estimate by seventy-seven percent (77%). Hanson Engineering's estimate has been included with this memo. Because there was only one bidder and a large difference between the bid price and engineer's estimate, Staff recommends that the bid from Stark Excavating be rejected and the project rebid. The original bid had a completion date at the end of November, by rebidding the project with a construction schedule that extends into winter, with a spring (April/May) completion of the final asphalt wearing surface, Staff expects that additional contractors will bid the project which will allow Staff to better determine if the City is receiving market prices for the project work.

In reviewing the bid with the contractor, Stark Excavating informed Staff that bid prices reflect the difficulty and risk in working over water and height above the spillway. A very large and expensive crane is required to reach out to the center span from the roadway, for both removal of the old deck and installation of the new one. Also, Stark informed Staff that supplier prices for the new deck beams has risen recently.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This bid was advertised in the Pantagraph on July 1 and July 8, 2014 and a pre-bid meeting was held at 10:00 a.m. on July 15, 2014 at the Lake Bloomington Davis Lodge.

FINANCIAL IMPACT: The FY 2015 Adopted Budget included \$650,000 for repairs to the bridge under Water Transmission & Distribution - Street Construction and Improvements (50100120 - 72530). Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 138 and 280.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer
Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel
Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Fazzini that the bid for the Evergreen Lake Spillway Bridge Superstructure Replacement, in the amount of \$985,457.20, be rejected and City staff be authorized to rebid same.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Collective Bargaining Agreement with International Association of Machinists and Aerospace Workers, Lodge 1000

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On March 19, 2014, the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2014. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On July 22, 2014, the parties reached Tentative Agreement on the issues listed below. The Union ratified the Tentative Agreement on July 31, 2014.

Leave Time

- Eliminate payment of Personal Convenience Leave for employees with less than one (1) year of service.
- Modification of carryover vacation language.
- Running FMLA concurrent with Sick Leave effective January 1, 2015.
- Ability to use up to twenty-four (24) hours of sick leave for your parent per fiscal year.
- Reduce the number of sick leave hours a new employee receives in the first twelve (12) months of employment from twenty (20) hours a month to eight (8) hours a month.
- Addition of sick leave abuse language.
- Reduce Emergency Leave to eight (8) hours per year.
- Addition of Bereavement language for employees who are pallbearers for Lodge 1000 employees/retirees funerals.

Wages and Benefits

- May 1, 2014 wage increase of 2.25% with retroactivity.
- May 1, 2015 wage increase of 2.25%.

Miscellaneous Items

- Addition of Language on Paycheck Distribution.
- Update the Promotions and Job Vacancies language.
- Modification of the Alcohol and Drug Testing language, including language to address medical marijuana.
- Modification of Safety Shoes language to annual payout of \$300.
- Modification of Union Leave of Absence language that will limit time to five (5) years. In addition, it would require the employee if they come back to go into the least senior position for which they qualify.

Term of Agreement

- Two (2) year Agreement.

Other minor changes can be found in the draft Collective Bargaining Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and AFSCME Lodge 1000 employees.

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

- Increase in wage tables by 2.25% effective May 1, 2014. Increase in wage tables by 2.25% effective May 1, 2015. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$160,000.

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 Painter, 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, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Acceptance of Deed and Dedication of Easements - Martin Luther King, Jr. Dr., Settlement of Disputed Claims Relating to Annexation Agreement – W. Washington St., and Approval of Lease Agreement

RECOMMENDATION/MOTION: Recommend that the Deeds and Dedication of Easements be accepted, the proposed Release Agreement with David K. Stark and Stark Excavating, Inc. be

approved, the Vacant Land Lease between the City and Stark Excavating be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks.

BACKGROUND: On March 22, 1999, the City approved an Annexation Agreement with David K. Stark and Stark Engineering, Inc., (hereafter collectively referred to as “Stark”), which included terms for the annexation of property on both the north and south sides of W. Washington St. The Council was provided with a copy of the Annexation Agreement.

It came to the attention of staff that under the agreement certain actions remained to be performed. Certain property was to be conveyed by Stark to the City, (property which would be needed for a future extension of Martin Luther King, Jr. Dr.), in return for payment by the City of \$25,664.43.

The Agreement also called for Stark to dedicate a storm sewer easement in return for payment by the City of seventeen cents (.17) per sq. ft. for the easement. The easement consists of 14,400 sq. ft. Once the City accepts the easement dedication, a payment to Stark in the amount of \$2,448 is due.

Stark constructed a twenty-four inch (24”) water main at a cost of \$73,220.90. Stark was responsible for one-half (½) of the cost of an eight inch (8”) water main, (the size necessary to service Stark’s property, at a cost of \$10,403). The City owes Stark a net sum of \$56,361.75 for this water main.

The City promised to purchase from Stark as permanent right of way a part of the “Parker” property which was previously acquired as a general utility easement in return for the City paying \$1,447.01. The City also agreed to purchase a utility easement along the west side of Martin Luther King Dr. extended south of Washington St. for the sum of \$5,718.71.

Stark has tendered the deeds and easement dedications to the City. City staff has negotiated revisions to the documents and believes them to be in order. Therefore, the Council, to meet the contractual requirements, should accept the conveyance of the Martin Luther King, Jr. Dr. right of way, accept the dedication of the aforesaid easements, and authorize the payment to Stark in the amount of \$91,639.90.

Furthermore, Stark requested payment from the City stemming from certain compensatory water storage issues related to the Annexation Agreement. The Annexation Agreement permitted Stark to purchase ten (10) acre feet of compensatory water storage in the Kalamaya Basin to be used at Stark’s discretion “for the project.” The price to be paid by Stark was \$1,000 per acre foot of storage. Prior to Stark’s utilization of such storage but after execution of the Annexation Agreement, Stark was informed by City staff that he could not use the Kalamaya Basin for water storage relating to the proposed development of the property at issue in the Annexation Agreement as such ground was scheduled to change from the jurisdiction of the City to that of

the Illinois Department of Natural Resources, (IDNR). Due to the loss of storage credits in the Kalamaya Basin, Stark was forced to create the additional storage on his property. Additionally, Stark placed fill in the proposed Martin Luther King, Jr. right of way which will ultimately benefit the City if the right of way is completed. Due to the additional fill, the IDNR, in order to approve a permit for the development, required Stark to create additional 5.18 feet of floodplain storage on his property. In sum, Stark requested that the City compensate him for the costs of additional storage and this has been negotiated by the parties to reflect a \$90,000 payment.

Finally, as the proposed Martin Luther King Drive, Jr., right of way is not under consideration at this time, staff has proposed a lease of the right of way property back to Stark for his use. Based upon a commercial appraisal finding of a fair market rental value of \$2,800 per year, the City has proposed a ten (10) year lease with Stark. The City would retain the right to terminate the lease if the City wishes to pursue the proposed right of way.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: David K. Stark and Stark Excavating, Inc. and his legal counsel.

FINANCIAL IMPACT: Payment to David K. Stark and Stark Excavating in the amount of \$181,639.90. A Budget Amendment Ordinance regarding payment will appear on the Council's August 25, 2014 meeting agenda.

Revenue of \$2,800 per year for the Vacant Land Lease.

Respectfully submitted for Council consideration.

Prepared by: Brian D. Jones, Sorling Northrup Attorney

Review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

AGREEMENT OF MUTUAL RELEASE

This AGREEMENT OF MUTUAL RELEASE ("AGREEMENT") is made and entered into this ___ day of _____, 2014, between David K. Stark ("Stark"), Stark Excavating, Inc., an Illinois Corporation ("Stark Excavating"), and the City of Bloomington ("City") (collectively, "Parties").

WHEREAS, the Parties entered into that certain Annexation Agreement on March 22, 1999 ("Annexation Agreement") which provided for certain rights and duties of both parties relating to the annexation and development of certain property in McLean County, Illinois;

WHEREAS, Stark and Stark Excavating have requested payment for certain work performed by Stark and/or Stark Excavating pursuant to the Annexation Agreement and the property at issue in the Annexation Agreement;

WHEREAS, the Parties desire to effect a full and final settlement and compromise of all matters in controversy between the Parties including, but not limited to, those claims related to any amount due Stark and/or Stark Excavating from City;

WHEREAS, the Parties have agreed to the terms and conditions set forth below in full settlement of all matters in controversy between the Parties; and

WHEREAS, the Parties intend to waive, release, and forever bar any future actions and claims by and between Stark, Stark Excavating and City related in any way to the Annexation Agreement and any excavation and/or soil buildup by Stark or Stark Excavating on the property subject to the Annexation Agreement.

NOW, THEREFORE, in consideration of the payments, releases, covenants and mutual promises contained herein, and for good and valuable consideration, the Parties hereto agree as follows:

1. The foregoing recitals shall be considered a part of this Agreement, and the recitals shall be binding on the Parties hereto.

2. In consideration of and exchange for the covenants and promises made by Stark and Stark Excavating, City agree as to the following:

A. Payment to Stark Excavating in the amount of \$25,664.43 in exchange for an executed quit claim deed in the form attached as Exhibit 1 (Paragraph F-1 of the Annexation Agreement);

B. Payment to Stark Excavating in the amount of \$56,361.75 representing payment for construction of a 24-inch water main less one-half of the cost of an 8 inch water main as described in Paragraph F-2 of the Annexation Agreement;

C. Payment to Stark Excavating in the amount of \$5,718.71 for the purchase of a utility easement along the west side of the extended Dr. Martin Luther King, Jr. Drive, per Paragraph G-6 of the Annexation Agreement, and as described in the water main easement attached as Exhibit 2;

D. Payment to Stark Excavating in the amount of \$1,447.01 for the purchase as a permanent right of way the "Parker" property as described in the Annexation Agreement. (Paragraph G-5 of the Annexation Agreement);

E. Payment to Stark Excavating of \$2,448.00 for the dedication of a storm sewer easement as described in the easement agreement attached as **Exhibit 3** (Paragraph F-3 of the Annexation Agreement);

F. Lease of certain property by City to Stark Excavating as described in the lease attached as Exhibit 4;

G. Payment to Stark Excavating in the amount of \$90,000, representing payment for certain compensatory storage issues, including but not limited to, Stark Excavating's loss of the use of the Kalamaya Basin for water storage, buildup of the proposed Martin Luther King, Jr. right of way, and creation of water storage area on the property owned by Stark or Stark Excavating as described in the December 4, 2000 permit granted Stark from the Illinois Department of Natural Resources;

H. Release Stark and Stark Excavating from any further obligations of Stark and Stark Excavating under the Annexation Agreement.

3. In consideration of and exchange for the covenants and promises made by City herein, Stark and Stark Excavating agree to the following:

A. to accept the consideration set forth in paragraph 2 of this Agreement as a full and complete satisfaction of any and all claims related to payment to Stark from City under the Annexation Agreement; and

B. to accept the consideration set forth in paragraph 2.G of this Agreement as a full and complete payment for its loss of water storage in the Kalamaya Basin, buildup of the proposed Martin Luther King, Jr. right of way, creation of additional water storage and any other claim for payment under the Annexation Agreement or relating to the property at issue in the Annexation Agreement;

4. Except as to the obligations of the parties as set forth in this Agreement, the Parties do hereby release, remise, quit and forever discharge each other and its/their/his/her past, present, and future members, officers, directors, employees, agents, attorneys, predecessors, personal representatives and successors in interest, and all other persons in privity with them, of and from any and all claims, demands, express or implied contract rights, actions, causes of action, charges, debts, demands, damages, costs, attorneys fees and/or expenses of any kind, nature and character, at law or in equity, accrued or inchoate, arising under federal, state or any other law, whether known and/or unknown, filed or otherwise, at law or in equity (collectively "claims"), including but not limited to foreseen or unforeseen, disclosed or undisclosed, anticipated or unanticipated and expected or unexpected claims, damages, losses, costs, expenses and liabilities and the consequences thereof which either party now has, or may hereafter acquire for any reason whatsoever, from the beginning of time to the date the Parties enter into this Agreement, arising out of, connected with or incidental to, or in any way related to the Annexation Agreement and work performed by Stark or Stark Excavating on the property at issue in the Annexation Agreement.

5. Except as to the obligations of the parties as set forth in this Agreement, it is understood and agreed by the Parties that this is a full and final release covering all unknown, undisclosed and unanticipated losses, wrongs, injuries, debts, claims or damages, which have arisen, may have arisen, or may arise out of or related, directly or indirectly, to the Annexation

Agreement and work performed by Stark or Stark Excavating on the property at issue in the Annexation Agreement. The Parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims not known or suspected to exist in its/their favor at the time of execution hereof, and that the settlement agreed upon contemplates the extinguishment of any such claim or claims within the scope of this Agreement.

6. It is understood and agreed that the aforesaid consideration and the execution of this Agreement is not, nor is it to be construed or deemed at any time for any purpose, an admission of liability, obligation or responsibility of any kind by either party, which is expressly denied at all times, but is in compromise, settlement, accord and satisfaction and discharge of any and all losses, damages, claims, counterclaims, actions, causes of action, suits, costs, expenses and liabilities each claimed against the other, as uncertain, doubtful and disputed.

7. The Parties hereby warrant and represent that they have not transferred or otherwise assigned, either by contract or operation of law, any of the claims or counterclaims released under this Agreement, other than as set forth herein.

8. The Parties hereto represent that they have had the opportunity to consult and did in fact consult with counsel of their own choosing with respect to this Agreement, and that they have read this Agreement and that there are no independent, collateral, different, additional or other understandings, agreements, or obligations, oral or written, to be performed or done. Each party acknowledges and warrants that his/her/their/its execution of this Agreement is free and voluntary. Furthermore, each party to this Agreement shall bear its/their own attorney's fees and costs, in connection with or related to preparation and execution of this Agreement.

9. Each party to this Agreement shall cooperate fully in the execution of any other documents, and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

10. In the event that any party fails to perform any condition or term of this Agreement, the Parties understand and agree that this Agreement is enforceable by a court. Should any action or proceeding be brought to enforce this Agreement, including the entry of judgment to enforce this Agreement, the prevailing party shall be entitled to have and recover from the other party, all costs and attorney's fees incurred in connection with any such enforcement action.

11. This Agreement is made with the intent to be legally bound and sets forth the entire agreement between the Parties hereto with regard to the terms of the resolution of all disputes between the Parties, and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. It is expressly understood and agreed that no other promises or agreements with respect to the subject matter addressed herein shall be binding and this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by a writing duly executed by the Parties or an authorized representative of the Parties hereto.

12. In the event any paragraph or provision of this Agreement is held to be void or unenforceable by an arbitrator, a court of competent jurisdiction, administrative agency or other such entity, the Parties authorize said arbitrator, court, agency or entity to interpret or modify the Agreement to the extent necessary for it to be fully enforceable. If such arbitrator, court, agency or entity cannot do so, the remaining provisions of this Agreement shall nevertheless be binding upon the Parties with the same force and effect as though the void and unenforceable part had been severed and deleted, leaving the remainder of this Agreement in full force and effect.

13. This Agreement may be executed in one (1) or more counterparts which shall be deemed effective upon full execution by all Parties. Each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument and release agreement. For purposes of this Agreement, a fax or e-mail signature shall be deemed equivalent to an original signature.

IN WITNESS WHEREOF, the undersigned Parties have each caused this Agreement of Mutual Release to be signed and each party warrants to the other that its execution has been duly authorized by any and all Parties necessary hereto.

EXECUTED this _____ day of _____, 2014.

David K. Stark, Individually

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the county and state aforementioned, do hereby certify that DAVID K. STARK, who is personally known to me to be the same person whose name is subscribed to the within and foregoing instrument as having signed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand this _____ day of _____, 2014.

Notary Public

EXECUTED this _____ day of _____, 2014.

STARK EXCAVATING, INC

By: _____
Its:

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that David K. Stark, who is personally known to me to be the President of Stark Excavating, Inc., and personally known to me to be the same person whose name is subscribed to the within and foregoing instrument as having signed the same, appeared before me this day in person and acknowledged that as President, he signed, sealed and delivered said instrument as said President of Stark Excavating, Inc., pursuant to authority given by the shareholders and directors of Stark Excavating, Inc., as his/her free and voluntary act, and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2014.

Notary Public

EXECUTED this _____ day of _____, 2014.

THE CITY OF BLOOMINGTON

By: _____
 Its: City Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that David Hales, who is personally known to me to be the City Manager of the City of Bloomington, and personally known to me to be the same person whose name is subscribed to the within and foregoing instrument as having signed the same, appeared before me this day in person and acknowledged that as such City Manager, he signed, sealed and delivered said instrument as said City Manager of the City of Bloomington pursuant to authority given by the City Council of the City of Bloomington, as his/her free and voluntary act, and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of July, 2014.

Notary Public

LEASE OF VACANT LAND

THIS AGREEMENT made this _____ day of _____, 2014, by and between CITYOF BLOOMINGTON, a Municipal Corporation, of McLean County, Illinois, hereinafter “Lessor”, and STARK EXCAVATING, INC., an Illinois Corporation, of Bloomington, McLean County, Illinois, hereinafter “Lessee”

WITNESSETH:

1. Premises. Lessor hereby leases to Lessee the vacant land comprising the right-of-way for the future extension of Dr. Martin Luther King, Jr. Drive, Southerly from the South side of West Washington Street in the City of Bloomington, as more particularly described on Exhibit “A” which is attached hereto and made a part hereof. Lessee may use the Premises for storage of construction materials.
2. Rent. Lessee shall pay Lessor the sum of Two Thousand Eight Hundred Dollars (\$2,800.00) per year as rent for the Premises to be paid on or before September 1.
3. Term. The term of this Lease shall be for a period of ten (10) years commencing on September 1, 2014. The Lessee shall have the option to renew this Lease for another ten year period, subject to the Early Termination described below in Paragraph 5.
4. Lessee’s Further Covenants.
 - A. Lessee shall be solely responsible for all maintenance of the Leased Premises.
 - B. Lessee will not use or permit any unlawful or improper use of the Leased Premises.
 - C. Lessee will not make any additions or alternations to the Leased Premises without prior written consent of Lessor.
 - D. Lessee shall use the premises in conformity with the zoning ordinances and other rules and regulations of the City of Bloomington, Illinois.
 - E. Lessee will maintain public liability insurance and shall cause Lessor to be named as an additional insured. Such insurance shall be with an insurance company and in amounts satisfactory to Lessor.
 - F. Lessee agrees to permit Lessor, upon reasonable notice, to enter upon the Premises for purposes of inspection.
 - G. Lessee agrees not to assign this Lease or to sublet the whole or any part of the Premises without the prior written consent of Lessor.

- H. At the end of the lease term, Lessee agrees to peaceably deliver up to Lessor the Premises in as good condition as they now are and unencumbered.
5. Early Termination. Either party shall have the right to terminate this Lease upon One Hundred Eighty (180) days' prior written notice.
6. Indemnity for Accidents. Lessee will protect, save and keep the Lessor harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or Lessee's agents, employees or invitees. Lessee will, at all times, protect, indemnify, save and keep harmless Lessor against and from any and all loss, costs, damage or expense arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property.
7. Environmental Compliance. Lessee agrees to comply with all applicable local, state and federal environmental and safety laws and rules and regulations related to the Premises.
8. Notice. Any notices required to be given pursuant to this Lease shall be delivered to the Lessor at 109 E. Olive Street, Bloomington, IL 61701 to the attention of the City Manager, or to the Lessee at 1805 W. Washington Street, Bloomington, IL 61701 to the attention of David K. Stark, President. Any notice shall be given in writing in one of the following ways:
- (a) by personal delivery to the party;
 - (b) by United States Mail, with postage prepaid addressed to the party at the address as set forth above; or
 - (c) by express delivery to the party at the address as set forth above, with charges prepaid.

Such notice shall be deemed given on the date when delivered personally or on the date deposited with the express delivery company (with charges prepared) or on the date deposited in the United States Mail, with postage prepaid.

CITY OF BLOOMINGTON,
A Municipal Corporation, Lessor,

STARK EXCAVATING, INC.,
an Illinois Corporation, Lessee,

By _____
Its _____

By _____
Its _____

Motion by Alderman Painter, seconded by Alderman Fazzini that the Deeds and Dedication of Easements be accepted, the proposed Release Agreement with David K. Stark and Stark Excavating, Inc. be approved, the Vacant Land Lease between the City

and Stark Excavating be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for Alcohol in Miller Park Zoo for the Miller Park Zoological Society Fundraiser, known as ZooDo

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: For many years, the Miller Park Zoological Society held its Annual Gala at Bloomington Country Club. The event has consisted of a catered dinner and silent auction with proceeds helping to support both education and capital development projects. In 2008, the event was renamed ZooDo and moved back to Miller Park.

The 2014 event is being planned to occur within the Zoo’s grounds with Biaggi’s providing food and alcohol service. In case of inclement weather, the event will be moved indoors to the Pavilion. The event is scheduled for Saturday, September 6, 2014 from 4:00 P.M. until 10:00 P.M.

Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code prohibit the possession of open containers of alcohol on public property and the sale and possession of alcohol in the parks, respectively.

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

FINANCIAL IMPACT: The ZooDo fundraising goal is \$50,000 to assist with future capital improvements to the Zoo.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Mgr.
Bobbie Herakovich, Interim Dir. - Parks, Rec. & Cultural Arts
Jay Tetzloff, Zoo Superintendent

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 85

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 AND SECTION 701 OF CHAPTER 31 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE ZODOO TO BE HELD AT THE MILLER PARK ZOO AND PAVILION

WHEREAS, the Miller Park Zoological Society will hold a ZooDo at the Miller Park Zoo and Pavilion on September 6, 2014; and

WHEREAS, the Miller Park Zoological Society requested permission to allow sales and consumption of alcohol during the ZooDo, its Annual Gala; and

WHEREAS, to allow possession of alcohol at this event, Section 26(d) of Chapter 6 of the Bloomington City Code prohibiting the possession of open containers of alcohol on public property and Section 701 of Chapter 31 of the Bloomington City Code prohibiting alcohol within Miller Park Zoo and Pavilion, 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 and Section 701 of Chapter 31 of the Bloomington City Code, 1960, as amended, are suspended on the following dates during the following hours: September 6, 2014 between 4:00 o'clock p.m. and 10:00 o'clock p.m. for Miller Park Zoo and Pavilion. 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.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 and Section 701 of Chapter 31 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) and Section 701.

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

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

PASSED this 11th day of August, 2014.

APPROVED this 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, 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, 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 Bloomington Normal Jaycees Bruegala event on August 22 and 23, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: At the July 28, 2014 Council meeting, Council approval was given to the Bloomington Normal (BN) Jaycees for an LB (Limited Liquor License – Beer and Wine only) for Bruegala, a charitable fundraiser, to be held at the Bloomington Center for the Performing Arts (BCPA)/Lincoln Park on August 22 – 23, 2014. In addition, Council approved suspending City ordinances to allow consumption of alcohol in Lincoln Park during this event.

City staff had issued a Special Event Permit for the BCPA/Lincoln Park Presents Bruegala in the spring 2014. It has recently been brought to staff's attention that based upon past attendance; the BN Jaycees planned to place the beer wagon trucks on the McLean County Arts Center's parking lot which is located along Mulberry St. and adjacent to Lincoln Park. In addition, food vendors would be located on East St. between Mulberry and Locust St. The perimeter of the event would be fenced. Due to the location of the beer wagon trucks and the food vendors, the BN Jaycees have requested that patrons be allowed to circulate throughout the fenced in area with an alcoholic beverage.

It should be noted that the entire area would be fenced. City staff also believes that consumption of food to accompanying the Bruegala event is in the best interest of the City.

Staff prepared an Ordinance suspending the code as needed to include Mulberry and East St. 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. 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 - 86

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 BLOOMINGTON NORMAL JAYCEES BRUEGALA ON AUGUST 22 AND 23, 2014 AT THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS

WHEREAS, Bloomington Normal Jaycees will hold Bruegala event in at the Bloomington Center for the Performing Arts on August 22 and 23, 2014; and

WHEREAS, Bloomington Normal Jaycees requested permission to allow sales and consumption of beer and wine during the event on Mulberry and East St. between Locust St. and Prairie St.; 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 22, 2014 between 4:00 o'clock p.m. until 12:30 o'clock a.m. and August 23, 2014 from 12 o'clock p.m. until 11:59 o'clock p.m. for Mulberry and East St. between Locust St. and Prairie St. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

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

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

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

PASSED this 11th day of August, 2014.

APPROVED this 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, 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, Painter, Lower, Fazzini, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Review of the Petition Submitted by the City of Bloomington, Illinois, a Municipal Corporation, requesting Amendment of Chapter 44. Zoning of the Bloomington City Code, Section 44.3 - 2, Definitions and Section 44.7 - 2.H, Minimum Number of Off Street Parking Spaces Required, to Address Parking for Senior Housing

RECOMMENDATION/MOTION: That the Text Amendment to Chapter 44. Zoning regarding off street parking for senior housing be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationships among the City and businesses. The proposed text amendment should bring parking requirements for senior housing in line with industry standards. It will also assist new or existing businesses in siting new or expanded senior housing without the need for additional land to install larger parking lots than necessary.

BACKGROUND: The proposed text amendment was designed to update the parking standards found in the Zoning Ordinance pertaining to senior housing. This amendment will reduce the

required amount of parking for senior housing by approximately half of current requirements. It provides clear definitions and corresponding parking standards for today's various housing types, such as the continuing care facilities that provide several elements of senior living. It also assures that there will be an adequate number of accessible parking spaces for the residents as well as the visitors.

This petition was before the Planning Commission for a public hearing and review on June 25, July 9 and 23, 2014. Staff spoke in this case and explained the amendment and how the current standards require an unreasonable amount of parking based upon research of fifteen (15) other communities throughout Illinois. The amendment was prompted by a proposed variance petition to reduce the required parking which prompted staff to research what other communities require. Although the variance petition is on hold pending the outcome of this amendment, staff has drafted the code change cognizant of other scenarios beyond merely the particular project.

The Planning Commission discussed the amendment and made adjustments to make the definitions more clear and to make accessible parking apply only to the facility's residents. One person from the public spoke in opposition to the amendment stating there have been numerous senior housing projects built under the existing code without issues, it seemed to be a drastic change without much discussion, and there were avenues to obtain what was wanted without amending the code. He also stated Mark Huber, former PACE, (Planning and Code Enforcement), Director, represented the petitioner before the Zoning Board of Appeals, who decided to pursue a code change. In this individual's opinion, the code was not outdated. The issue should be studied and there should not be any amendment for the sake of benefiting one (1) project.

Two (2) individuals, who represent the recently proposed senior housing development, spoke in support of the petition. They stated there were a limited amount of residents in their facilities and approximately thirty percent (30%) of the residents drive. Their 119 proposed parking spaces would not be full and unnecessary parking spaces results in more storm water runoff. The Planning Commission voted to recommend approval of the amendment by a vote of 5 - 0.

Based upon the research of other communities, staff believes that the amendment will result in a reasonable reduction for the required number of parking spaces and therefore supports the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. Courtesy copies of the Public Notice were mailed to fifteen (15) architectural and engineering firms.

FINANCIAL IMPACT: If approved there should be an increase in property tax revenue as more land is developed for senior housing.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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 ZONING TEXT AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes the City of Bloomington, McLean County, Illinois, a Municipal Corporation hereinafter referred to as your petitioner respectfully representing and requesting as follows:

1. That certain provisions of the text of Chapter 44, Sections 44.3-2 and 44.7-2.H of the Bloomington City Code no longer contribute to the public welfare for the following reasons:
 - a. Do not provide definitions for differing examples of Senior Housing; and
 - b. Do not accurately reflect contemporary standards for appropriate levels of off street parking.
2. That your petitioner hereby requests that said Sections be amended as hereinafter proposed in Exhibit "A".
3. That the approval of said amendment will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code – 1960; and
4. That the approval of said amendment will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the City of Bloomington, McLean County, Illinois that is affected by the proposed text of Said Sections.

WHEREFORE, your petitioner respectfully prays that this petition to amend Chapter 44, Sections 44.3-2 and 44.7-2.H of the Bloomington City Code - 1960 as stated herein be approved in the public interest.

Respectively Submitted:

By: Frank Koelher
Interim Director of PACE

ORDINANCE NO. 2014 - 87

AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 44, SECTIONS 44.3-2 AND 44.7-2.H OF THE BLOOMINGTON CITY CODE.

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition praying for the amendment of Chapter 44, Sections 44.3-2 and 44.7-2 H of the Bloomington City Code; and

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

WHEREAS, the test amendment prayed for in said petition is in the public interest; and

WHEREAS, The City Council of said City has the power to pass ordinance to amend Sections of Chapter 44 of the Bloomington City Code – 1960.

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

1. That the Chapter 44, Sections 44.3-2 and 44.7-2.H of the Bloomington City Code – 1960 shall and the same are hereby amended as hereinafter printed in Exhibit “A”.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11th day of August, 2014

APPROVED this 12th day of August, 2014

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT “A”
TEXT AMENDMENT**

- A. Amend 44.3-2 Rules and Definitions, by inserting the following

“SENIOR HOUSING:

- a. **CONGREGATE CARE:** Independent senior living with centralized amenities including dining, housekeeping, and social/recreational activities. Limited medical services may or may not be provided. Residents live in separate apartments.
- b. **ASSISTED SENIOR LIVING:** Complexes that provide routine oversight or assistance with activities necessary for independent living. Services include dining, housekeeping, and social/recreational activities. Medical administration and transportation services may also be provided. Skilled medical services are not required by residents. Residents live in separate apartments.
- c. **CONVALESCENT / NURSING HOME:** Facilities that provide care for persons who are not able to care for themselves.
- d. **CONTINUING CARE:** Facilities that provide multiple elements of senior living. Complexes may include multiple levels of senior living and care, including independent living, congregate care, assisted living, and convalescent facilities. Independent living housing may include apartments, group care, single room occupancies, detached or attached single family units.”
- e. **SENIOR HOUSING:** Multi unit developments designed and legally restricted to limiting occupancies to at least one individual who is age 55 or older, and where at least eighty (80) percent of the units contain at least one individual who is age 55 or older. Senior Housing developments may include single-family homes, duplexes, mobile homes, townhouses, or condominiums; may provide may provide supportive services such as meals, housekeeping, social activities, and transportation; and may also may also be used to describe housing with few or no services such as Senior Apartments.

B. Amend Section 44.7-2 H - Off Street Parking-Minimum Number of Spaces Required, as follows:

1. Section 3 – Institutional Uses:

Delete:

“(a) Care of the aged: One (1) parking space for each 400 square feet of gross floor area.”

Insert:

“(f) Convalescent Care: One-half space for each bed plus one space for each employee on the maximum shift, and providing further than not less than ten (10) percent of all spaces are to be reserved for handicapped parking.”

2. Section 4 - Residential Uses

Insert the following:

“(f) Senior Housing:

- (1) Congregate Care: One-and-One-half-spaces for each dwelling unit, plus one space for each employee on the maximum shift, and providing further that not less than ten (10) percent of all spaces are to be reserved for handicapped parking.
- (2) Assisted Senior Living: Two spaces for every three dwelling units, plus one space for each employee on the maximum shift, and providing further that not less than ten (10) percent of all spaces are to be reserved for handicapped parking.
- (3) Nursing Home: One space for every three beds plus one space for each employee on the maximum shift, and providing further that not less than ten (10) percent of all spaces are to be reserved for handicapped parking.
- (4) Continuing Care: Based on pro-rata share of elements as noted above.”

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 2, Block 3 of Camp Kickapoo, from Bennwood Forest Inc. and William A Yoder

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

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

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

BACKGROUND: The sewage disposal system inspection was completed in July 2014. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. A chlorine tablet should be placed in the chlorinator tube regularly as needed. The age of the sewage disposal system is over twenty-five (25) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five, (20-25), years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$404.57 per year in lease income. This lake lease income will be posted to Lake Maintenance-Lake Lease revenue (50100140 – 57590). Stakeholders can find this in the Budget Book titled “Other Funds & Capital Improvement Program” on page 146.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for Proposal (RFP) for Employee/Retiree Benefit Consulting and Broker Services and Agreement with Gallagher Benefit Services, a subsidiary of Arthur J. Gallagher & Co., in the amount of \$45,000 in FY 2015

RECOMMENDATION/MOTION: That the RFP for Employee/Retiree Benefit Consulting and Broker Services be awarded to Gallagher Benefit Services, a subsidiary of Arthur J. Gallagher & Co., (Gallagher), in the amount of \$45,000 in FY 2015, the agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by the Corporation Counsel.

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

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

BACKGROUND: In releasing an RFP for Employee/Retiree Benefit Consulting Services, staff was seeking to bring to bear additional resources to meet the needs of the City in strategic planning, broad based benchmarking, vendor management, regulatory compliance, employee communication and financial reporting for its employee/retiree benefits. There is a need for a strong partner in many areas including developing long term cost projections in light of the Affordable Care Act, (ACA), and overall budgetary concerns; the City's ongoing need for benchmarking, planning and the employee communications related to collective bargaining; assisting with carrier negotiations; and moving overall benefit administration procedures towards best practices and greater efficiency. Staff is recommending Gallagher as their proposal was unique among those received in their stated ability to provide breadth, depth and expertise in these services.

Proposers were required to submit three (3) references and Gallagher's were Champaign County, the City of Evanston and the Village of Schaumburg. Each reference had high praise for Gallagher's advice, customer service; track record of successfully engaging with insurance committees and collective bargaining units, their ability to assist with strategic benefit planning and design, for their modeling and projecting of costs and their reporting capabilities. While focused on the public sector, Gallagher draws on local and national private and public sector survey data and other information when working with clients in formulating short and long term benefit strategies.

Gallagher presented themselves as unique among the proposers in several ways. They were the only firm to describe their capability of offering multilingual employee communications options. Gallagher's policy is to provide "complete disclosure of all forms of compensation" and they prefer to work on a flat fee basis because they are committed to being a full advocate for their client. Gallagher routinely provides performance guarantees and proposed putting ten percent

(10%) of their annual fee at risk based on the City's "subjective and/or objective evaluation" of their performance. They were also the only firm to say that they would negotiate a performance guarantee with every benefit vendor.

Gallagher has broad experience with municipal government benefit plans and their proposal demonstrated a deep understanding of the Illinois public sector, public sector benefits and the financial situation in which most Illinois public sector entities find themselves. They have 740 public sector clients in the Midwest with over 100 in Illinois. They position themselves as very actively engaged with their clients taking a strategic and integrated approach to benefit plan design and offering a wide scope of resources included in their pricing. While all the responders can provide the City with a wealth of benefit information, Gallagher proposes to actively assist the City in guiding it toward best practices. This assistance would include review and evaluation of benefit plan documents, contracts, employee summaries and legal compliance procedures for COBRA and HIPAA.

The internal resources at Gallagher include underwriting teams, analytical teams and actuaries who can take "a strategic and holistic view of the City's unique situation". The City would be provided with projections based on in depth benefit knowledge and the most detailed data available to assist in planning, budgeting, and with Gallagher's guidance, developing strategies to better control costs. For example, they can use the City's demographic and plan data to model the impact of the ACA's future impact on the City. Above and beyond the assigned service team members, Gallagher's legal, wellness, employee communication and pharmacy experts comprise a team whose proposed services far surpass those described in the other proposals, several of which quoted additional pricing for such services, (if such services were even available).

An RFP was issued for high level Employee/Retiree Benefit Consulting and Broker Services and a follow-up addendum was released in response to questions. The aim was to identify a firm with expertise in the Illinois municipal benefit environment which also understands and benchmarks to the private sector; actively partners with and can assist the City in developing and meeting its benefit related strategic goals and provide expert benefit advice; help ensure compliance with a myriad of benefit related state and federal regulations and can serve as an extension to the City's Human Resources Department for benefit related work such as vendor management, employee communications and cost projections.

It is intended that the firm to which this contract is awarded would immediately, (September 1, 2014), be responsible for reviewing and advising the City on its benefit offerings. Gallagher's fee as cited below represents less than one percent (1%) of the total cost of employee benefits to which this contract applies. Gallagher will be expected to provide broker services for over \$7 million of the City's total benefit expenses, (PPO excluding Rx, HMO, dental and group health), with the potential to become the broker of record for approximately an additional \$1.5 million of existing benefits programs, (Rx for PPO, vision, flexible spending and voluntary life insurance), when the current vendors and contracts are reevaluated.

Six (6) responses to the RFP were received. These came from Gallagher; Benefit Planning Associates; Clemens Insurance; CBIZ Benefits and Insurance Services; Holmes Murphy; and R.W. Troxel & Company. Three (3) staff members, one (1) from Finance and two (2) from

Human Resources reviewed the RFP which were evaluated on cost, price transparency and scope. Responses were evaluated on company structure and philosophy; service team breadth, experience and expertise; references and experience with municipal benefits in Illinois; availability and quality of client support services; ability to provide in depth assistance with benefit financial planning and cost containment; the intended approach to new client implementation; the overall ability to provide breadth, depth and expertise of consulting services and available resources to do so; and the firm’s approach to providing administrative support services.

The RFP and addendum stated that the City preferred a flat fee structure for independence and full transparency. Pricing was requested for September 1, 2014 through April 30, 2015 to put the contract on a fiscal year basis and then allowed for pricing subsequent years. The respondents were asked to propose a performance guarantee putting some of their commission and/or fees at risk based on the City’s subjective and/or objective evaluation of their performance. The table below summarizes the pricing responses:

Firm	9/1/14 – 4/30/15 Flat Fee	Subsequent Yrs. Flat Fee	Pricing Structure	At Risk Amount Proposed Under Performance Guarantee
A.J. Gallagher	\$45,000	\$70,000 then \$49,000-\$78,000 (Annual marketing initiatives may not need to be done every year)	Full Transparency. Accept Additional Comp only with City’s Approval	10% of fee
Benefit Planning Assoc.	\$18,000	\$18,000 up to 4/30/19	Accept commissions & contingency payments (est. \$36.5K/yr)	Would develop
Clemens Insurance	\$19,500	\$32,000 ongoing	Flat Fee as of 1/1/15 and contingent compensation	“If we fail to meet a monthly goal such as a meeting ...that month’s fee at risk”.
CBIZ	\$45,328	\$67,992	Full Transparency. Will accept Add’tl Comp. More info on request.	To be agreed upon. “...might put 10% of fees” at risk.
Holmes Murphy	\$24,000	\$36,000	Contingency payments, current commissions	None specified; 60 day term of contract without cause.
R.W. Troxel & Co.	\$30,000	\$40,000	None additional from carrier commissions.	60 day term of contract without cause.

Based on all of the above, staff respectfully recommends Gallagher for its Employee/Retiree Benefit Consulting and Broker Services.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Procurement Manager and Finance Director. Public notice of the RFP was placed in The Pantagraph on June 26, 2014 and on the City’s website from June 26th to July 17th. Twenty (20) firms requested the RFP packet. Six (6) RFP responses were received by or on the deadline of July 17, 2014.

FINANCIAL IMPACT: Funding of \$45,000 for Employee/Retiree Benefit Consulting and Broker Services Agreement with Gallagher for FY 2015 will be charged to Employee Insurance & Health – Other Professional & Technical Services (60200210-70220) for \$39,150 and Retiree Health Insurance – Other Professional & Technical Services (60280210-70220) for \$5,850. During the FY 2016 Budget Process, the subsequent year charge of \$70,000 will be requested.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, Compensation and Benefit Manager

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Carla A. Murillo, Budget Manager
Patti-Lynn Silva, Director of Finance

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Fazzini that the RFP for Employee/Retiree Benefit Consulting and Broker Services be awarded to Gallagher Benefit Services, a subsidiary of Arthur J. Gallagher & Co., in the amount of \$45,000 in FY 2015, the agreement be approved, the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by the Corporation Counsel.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Acquisition of Sugar Creek Packing Plant located at 412 East Street and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets

RECOMMENDATION/MOTION: Recommend that the property located at 412 East St. be acquired from the Sugar Creek Packing Company based in Ohio, at an acquisition price of \$250,000, and the Mayor and City Clerk be authorized to execute the necessary documents and the Ordinance Amending the Budget to Add Funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets be passed.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable, sustainable City; and Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well designed and well maintained City facilities; 4b. Attraction of new targeted; 5a. Well-planned City with necessary services and infrastructure; 5e. More attractive city, commercial areas and neighborhoods; 6a. More beautiful, clean Downtown; 6b. Downtown Vision and Plan used to guide development, redevelopment, and investments; and 6c. Downtown becoming a community and regional destination.

BACKGROUND: For the last number of years, the City has considered the purchase of the Sugar Creek Packing Plant located at 412 East St. According to available records, the site is approximately 36,224 sq. ft. (0.83 acres) in area. The building on the site, (23,648 sq. ft.), includes 2,090 sq. ft. of office space, 20,203 sq. ft. of warehouse space, and 1,335 sq. ft. of miscellaneous space. The original building dates back to about 1920 with additions in 1969, 1971, 1992 and 1997. The building has little area significance, and while it had been zoned manufacturing, it does not lend itself to current market demands for manufacturing space as a result of its age, limited ceiling height, size and location relative to major highways.

A Phase I Environmental Assessment Study in 2003 revealed the existence of a 1,000 gallon underground storage tank used to store waste oil. A Phase II Environmental Assessment, also in 2003, revealed the existence of five (5) metals, mercury, an acetone, and two (2) polynuclear aromatic, (PNAs), compounds. The study concluded with the recommendation that the identified levels did not exceed standards for commercial and industrial uses, and recommended that consideration be given to enrolling the property in the Illinois Environmental Protection Agency Site Remediation Program to obtain a No Further Remediation letter based on current commercial/industrial land use. Finally, an asbestos study dated March 24, 2014 came up clean.

Acquisition of the property provides a number of options. It could be combined with other City owned parcels in the area to encourage potentially larger or more intense land uses. It could also be used to provide additional parking in the area allowing for upwards of nearly 115 additional spaces. Finally, it could be combined with construction of a smaller facility and adjacent green space to provide a more aesthetically pleasing area with other nearby public uses.

A more detailed analysis regarding the potential acquisition of the property dated March 8, 2012 drafted by Alex McElroy, Asst. to the City Manager and presented to David Hales, City Manager, has been provided to the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The approval of the budget amendment will allow a transfer from the General Fund balance for General Fund Transfers-To Capital Improvement (10019180 - 89410) and to the Capital Improvement-From General Fund (40100100 - 85100). The expenditure will be paid from the Capital Improvement-Land account (40100100 - 72510).

Respectfully submitted for Council consideration.

Prepared by: Frank Koehler, Int. Economic Development Coordinator

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: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 84

**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 11th day of August, 2014.

APPROVED the 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

AGREEMENT TO PURCHASE

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the "Buyer") and SUGAR CREEK PACKING CO., an Ohio corporation with principal offices at 495 Old Chillicothe Road S.E., Washington Court House, Ohio 43160 (the "Seller").

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, all of Seller's rights, title and interest in the real estate commonly known as the Sugar Creek Packing Co. facility, located at 410 South East Road, Bloomington, Illinois, and legally described on Exhibit A attached hereto (the "Property").

Section 1. Down Payment, Price and Terms:

Buyer will deposit with Cornerstone Title Agency, LLC the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the "Down Payment") within three (3) days after this Agreement has been signed by both parties, which shall be held in trust in a non-interest-bearing account and applied on the Purchase Price when the transaction is closed; or, if Seller fails or refuses to perform Seller's part of this Agreement, the Down Payment shall be returned to Buyer; or if Buyer fails or refuses to perform Buyer's part of this Agreement, the Down Payment shall be delivered to Seller. Such delivery or return of the Down Payment shall not in any way prejudice the rights of either party to any remedy for such failure or refusal.

The purchase price shall be Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), due and payable from Buyer to Seller at closing.

Section 2. Method of Payment:

Buyer shall pay the purchase price in cash, cashier's check, certified funds or the equivalent.

Section 3. Closing:

This Agreement shall be closed within fifteen (15) days of the completion of the Inspection Period (as defined below in Section 9). Seller shall surrender possession of the Property to Buyer at the time of closing.

Section 4. Closing Costs:

Unless otherwise stated, closing costs are to be paid as follows: 1) Seller shall pay all Seller's existing loans, liens and related costs affecting the sale of the Property, Seller's settlement fees, and the balance on any leased items that remain with the Property; and 2) Buyer shall pay transfer taxes, deed recording fees, hazard and other required insurance, Buyer's settlement fees, and title insurance policy fees and costs.

Section 5. Conveyance:

At closing Seller shall convey and transfer the Property to Buyer by warranty deed subject to the exceptions permitted herein. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

Section 6. Items Included or Excluded:

Included, if present, as part of the Property sale are: all real estate, buildings, improvements, appurtenances (easements, rights of way and privileges) and fixtures. Fixtures include all things which are attached to the structure(s) by nails, screws, or other permanent fasteners, including, but not limited to, all of the following, if present: attached light fixtures and bulbs, heating and cooling equipment and thermostats, plumbing fixtures and equipment, all doors, all windows and screens, all security system components and controls, all fencing, and landscaping and outdoor lighting.

Section 7. Title Evidence:

Upon acceptance of this Agreement, Seller shall within thirty (30) days furnish at Seller's expense a commitment for an owner's title guaranty policy issued by a company licensed to issue the same for the county in which the Property is located for the amount of the purchase price, subject to, but not limited to, the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price and (h) rights of tenants in possession.

Buyer or Buyer's attorney shall within a reasonable time after receiving such title evidence deliver to Seller a report in writing specifying any objections made to the title. If material objections made to the title in such report are not cured within twenty (20) days after such report is so delivered, this Agreement shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and in such case, Seller shall convey the Property as agreed.

Section 8. Survey:

Buyer, at its expense, shall obtain within thirty (30) days of the date of this Agreement a staked survey of the Property. Upon Seller's written request, Buyer shall furnish a copy of the survey to Seller. Such survey shall show the location and course of all visible and recorded easements and rights-of-way, access to public rights-of-way, the location of the building and improvements on the subject Property (including fences, if any) to be within the lot lines and not encroaching over any setback line or easement, and no encroachments of buildings or other improvements from adjoining properties. If said survey shows improper location of improvements or encroachments and Buyer is unable to obtain title insurance protection, against any loss resulting from such improper location or encroachment, Buyer may, at Buyer's option, declare this Agreement null and void.

Section 9. Inspection:

From the date of this Agreement and continuing for a period of sixty (60) days from receipt of the documents described below ("Inspection Period"), Buyer, its employees and agents, shall have the right to inspect:

- (a) The Property, including the right to make such physical investigations and studies of the structural and mechanical aspects of the Property as well as any environmental impacts in any way associated with the Property, as Buyer shall deem necessary, provided that Buyer shall hold Seller harmless from any claims or liabilities based upon accidents, injuries or damages sustained by virtue of Buyer's inspection pursuant to this Paragraph.
- (b) The leases relating to the Property.
- (c) All contracts of the Property.
- (d) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) covering the Property.
- (e) All statements and invoices for the past year covering all utilities (electricity, gas and water) relating to the Property.
- (f) All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Buyer.

Seller agrees to cooperate in all respects to facilitate Buyer's inspection and agrees to promptly make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available. If Buyer shall advise Seller at any time prior to the expiration of the Inspection Period that Buyer, in its sole discretion, elects not to proceed with the transaction contemplated hereunder, this Agreement shall thereupon terminate and neither party hereto shall have any further rights against the other. In the absence of written notice from Buyer to Seller prior to expiration of the Inspection Period that Buyer has noted any concerns of conditions of the Property, which are unacceptable to Buyer, this contingency shall be deemed waived. Buyer shall not suffer or permit any mechanic's liens to attach to the Property, and Buyer shall hold Seller harmless from any and all claims and liabilities based upon accidents or injuries sustained by virtue of Buyer's possession or use of the Property pursuant to any and all inspections of the Property pursuant to this Agreement.

Section 10. Performance:

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 11. Environmental Matters:

Seller warrants that Seller has not used the Property nor any portion thereof for the production, release, or disposal of hazardous or toxic wastes or materials as defined by any federal, state, or local law, ordinance or regulation relating to environmental conditions, including, but not limited to, soil and groundwater conditions, and that Seller and any tenant on the Property has not generated, stored, handled or otherwise dealt with hazardous or toxic waste, substance or material and will not do so prior to closing. Buyer represents and warrants that it shall independently investigate and analyze to its satisfaction, and at its own expense, the environmental condition, value and the profitability of the Property. Buyer acknowledges and agrees that Buyer shall be purchasing the Property in an “AS IS” “WHERE IS” and “WITH ALL FAULTS” condition at the date of closing with respect to environmental matters.

Section 12. Prorations, Taxes and Assessments:

At closing, Buyer shall become responsible for the payment of taxes on the Property. Seller shall remain responsible and obligated for paying any and all real estate taxes, as well as any other special assessments, due prior to closing and as prorated and detailed herein. If not already paid by Seller, Buyer will receive a credit for the 2014 taxes (payable in 2015) prorated to the date of closing hereunder, based on the most recent tax bill and Seller’s share thereof shall be deducted from the purchase price due from Buyer to Seller. Buyer shall thereafter pay the 2014 taxes (payable in 2015) and subsequent year’s taxes, as applicable.

Section 13. Risk of Loss:

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

Section 14. Seller’s Representations, Warranties and Covenants:

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- (a) Seller is the sole owner of the Property and has full right and authority to transfer such title to Buyer.
- (b) Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.
- (c) There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

Section 15. Operations on the Property:

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not

improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

Section 16. Buyer's Representations and Warranties:

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- (a) Buyer has the legal capacity to enter into this Agreement.
- (b) There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement

Section 17. Brokers:

Seller represents and warrants to Buyer that it has not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby.

Section 18. Default:

In the event that Buyer shall fail to perform any of the covenants on their part hereby made and entered into, Seller may pursue such remedies as are available either at law or in equity, including suit for specific performance or damages. In the event of default hereunder by Seller (other than failure to provide merchantable title or a title guaranty policy as aforesaid, in which event Buyer may either (a) take title subject to said defects or (b) have refunded all payments made by him hereunder, in which event neither party shall have any further right against the other), Buyer may pursue such remedies as are available at law or in equity, including suit for specific performance or damages.

Section 19. General Conditions and Stipulations:

- (a) Buyer acknowledges and agrees that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), the Property is sold "AS IS" "WHERE IS" and "WITH ALL FAULTS" and neither Seller, nor any agent or representative of Seller, has made, nor is Seller liable for or bound in any manner by any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property or any part thereof, the physical condition, environmental condition, income, expense or operations of the Property, the uses which can be made of the same or any other matter or thing with respect thereto. Without limiting the foregoing, Buyer acknowledges and agrees that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), Seller is not liable for or bound by (and Buyer has not relied upon) any oral or written statements, representations or financial statements pertaining to the Property furnished by Seller or any employee, agent, consultant or other person representing or purportedly representing Seller. Buyer further acknowledges, agrees and represents that, other

than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), Buyer shall be purchasing the Property in an “AS IS” “WHERE IS” and “WITH ALL FAULTS” condition at the date of closing with respect to the structural and mechanical elements of the improvements, the physical and environmental condition of the Property, the fire-life safety systems and the furniture, fixtures and equipment located thereon or attached thereto, which are being conveyed pursuant to this Agreement, and Buyer, hereby releases Seller from any and all obligations, liabilities, claims, demand, suits, causes of action, damages, judgments, costs and expenses relating to any of the structural and mechanical elements of the improvements, the physical and environmental condition of the Property, the fire-life safety systems and the furniture, fixtures and equipment located thereon or attached thereto, which are being conveyed pursuant to this Agreement, subject to Buyer’s rights provided herein for a breach of any representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein). Buyer also represents that, without limiting any of Buyer’s rights contained herein or in a closing document or the representations, warranties and covenants set forth herein, as of the closing date, it shall have independently investigated, analyzed and appraised to its satisfaction the value and the profitability of the Property. Buyer acknowledges that, to the extent required to be operative, the disclaimers of warranties contained in this section are “conspicuous” disclaimers for purposes of any applicable law, rule, regulations or order. The provisions of this Section shall survive the closing.

- (b) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word “Seller” or “Buyer” wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.
- (c) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses set forth herein shall be considered sufficient service thereof.
- (d) This Agreement contains all the terms and conditions agreed upon by the parties, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.
- (d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.
- (e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this _____ day of _____, 2014.

BUYER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: _____
Tari R. Renner, Mayor

Attest: _____
Tracey Covert, City Clerk

SELLER:

SUGAR CREEK PACKING CO.

By: _____

Attest: _____

EXHIBIT A

Tract No. 1:

Lot 2 and 7 feet off the entire South side of Lot 1, all in Block 2 in Flagg's First Addition to Bloomington, being a Subdivision of part of the Southeast 1/4 and part of the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 2:

Lot 1 in Block 2 in Flagg's First Addition to the City of Bloomington (except 7 feet off the entire South side thereof), being a part of the Southeast 1/4 and part of the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 3:

A tract of land described as follows: Commencing on the East side of Albert Street (now East Street) in the City of Bloomington, 543.50 feet South of Olive Street (formerly Charles Street); thence East 128 feet; thence South to the North line extended East of Lot 1 in Block 2 in Flagg's First Addition to the City of Bloomington; thence West to the East line of Albert Street (now East Street); thence North to the place of beginning, being part of Lot 29 in the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

Mayor Renner introduced this item.

Alderman Fazzini questioned if the City had an IEPA (IL Environmental Protection Agency) no further remediation letter. He expressed his opinion that the City needed this letter. He added that the property's current owner needed to obtain same.

David Hales, City Manager, addressed the Council. City staff had questioned the process and time line regarding same. He added that the City might have to go back to the seller.

Frank Koehler, Interim Economic Development Coordinator, address the Council regarding the property's status. The City's proposed use for the property was surface parking.

Alderman Fazzini expressed his confidence in the City's ability to obtain this letter.

Mayor Renner noted that the Council had not direct City staff to obtain a no further remediation letter.

Alderman Sage addressed the long term possibility that construction might occur on this site. He cited the City's planned use for surface parking. He did not believe that there would be an issue with this specific use. He added that the City had no intention to turn dirt.

Mr. Hales noted that the existing building would be demolished. The planned use for the property was surface parking.

Alderman Sage cited an article in the Pantagraph which alluded to excavation at this site.

Mayor Renner cited the property's location, (i.e. adjacent to the railroad tracks). The planned use was for surface parking.

Alderman Lower noted that the actual use would be surface parking. He questioned if this use was appropriate based upon the City's Comprehensive Land Use Plan. He noted that long term costs were unknown. The City planned to demolish the building and build a surface parking lot. All of these costs were unknown. He added that there were storm water retention issues and questioned the impact of a surface parking lot.

Mayor Renner noted that at this time the potential for a storm water detention basin was unknown.

Alderman Lower expressed his opinion that the costs would exceed \$1 million. The City other more important needs.

Mayor Renner cited this property's strategic importance. The City needed to purchase the property in order to control the use.

Mr. Hales added that the City had an opportunity to purchase the property at this time. The owner planned to sell. At this time, the City was not in compliance with its own parking regulations. The time was right to purchase this property. He acknowledged the City's future Public Work's facilities needs. A Downtown storm water basin was needed as part of the CSO (Combined Sewer Overflow) elimination. This area was the entrance into the City along N. Main St. He restated that this was an opportunity.

Mayor Renner cited the City's joint purchase of the former Champion Federal building as another example of a strategic purchase McLean County delayed acquiring the property. The result was a substantial cost increase.

Alderman Fazzini noted that both Phase 1 and Phase 2 Environmentals had been completed. Red flags had been raised. He supported the purchase of this property. He added his preference that the acquisition be delayed until after the City had the remediation letter.

Alderman Stearns expressed her interest in obtaining the remediation letter. She questioned if the City had considered converting the property into green space.

Mr. Koehler noted that the IEPA had different standards based upon the property's use.

Alderman Stearns questioned asbestos. Mr. Koehler responded negatively.

Alderman Stearns questioned the property's real value. Mr. Hales noted that the City had obtain an appraisal five to six (5 – 6) years ago which listed the value at \$275,000. He noted that the EAV, (Equalized Assessed Value), of \$153,333 or an estimated market value of \$460,000.

Alderman Stearns questioned if the real estate taxes were current. Mr. Hales responded affirmatively.

Alderman Stearns noted that in concept this was an opportunity. There were environmental issues with the property and no competition towards the purchase. She expressed her concern regarding the price. She understood that the City had a parking issue. She did not support using the land for surface parking. The City had other infrastructure that needed improvement. The cost for this project could exceed \$1 million. It appeared that the City planned to purchase this property because it was there.

Mayor Renner restated the property's strategic location. He acknowledged that all costs were not known as this time.

Alderman Sage expressed his willingness to purchase the property for the proposed surface parking use. He readdressed the Pantagraph article. There needed to be a line of sight. He expressed his concerns regarding the environmental and soil contamination.

Mr. Hales noted a recent Library Board meeting. High level ideas were discussed, (i.e. a Library annex facility). He noted the property location. The prime use would be for parking. The City needed to begin long term planning now. This vision would be twenty to thirty (20 – 30) years out. He cited an example of a long term project: Public Work’s facilities.

Alderman Sage noted that there was a difference between surface parking and construction.

Alderman Painter noted her agreement with Aldermen Fazzini and Sage. She also wanted the City to obtain the no remediation letter. She acknowledged the City’s parking needs. The Library needed to expand.

Alderman Black questioned the impact of the remediation letter upon the property’s current owner.

Mr. Hales expressed his belief that it could take a year to obtain the letter. He added that all was subject to the seller’s willingness to obtain same.

Alderman Black believed the Council needed to schedule a visioning session. City Hall was old. There needed to be a long term strategy for both City Hall and the Library.

Alderman Fruin noted that the remediation letter was key. It would be important to both the sale of the property and any construction.

Motion by Alderman Fazzini, seconded by Alderman Sage that the property located at 412 East St. be acquired from the Sugar Creek Packing Company based in Ohio, at an acquisition price of \$250,000, and the Mayor and City Clerk be authorized to execute the necessary documents and the Ordinance Amending the Budget Ordinance to Add Funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets be passed with the condition that the seller obtain an Illinois Environmental Protection Agency remediation letter.

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

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

Nays: Aldermen Stearns, Lower and Black

Motion carried.

The following was presented:

SUBJECT: McLean County 2014 Community Assessment – Presentation by United Way

RECOMMENDATION/MOTION: Presentation only.

STRATEGIC PLAN LINK: Goal 2. Upgrading City infrastructure and facilities; Goal 3. Strong neighborhoods; and Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Community Development Block Grant (CDBG) funds provide new sewer/water services, and better quality of roads and sidewalks which contribute towards the objectives of Goal 2. Upgrading City Infrastructure

The Code Enforcement Division and CDBG funding impacts all of the objectives listed under the Goal 3. Strong Neighborhoods. Demolishing vacant deteriorated structures discourages crime and preserves property values. Providing vacant lots for new home construction; funds for housing rehabilitation and transitional housing upgrades quality of older housing stock, preserves properties and encourages partnerships with residents and neighborhood associations.

By applying for and successfully receiving a variety of grant funds we create Goal 5. Great place to live by providing resources to implement programs.

BACKGROUND: The City has been a recipient of the federal Department of Housing and Urban Development's (HUD) CDBG funds for forty (40) years. In 1995, HUD created the Consolidated Plan to serve as the planning document, (*comprehensive housing affordability strategy and community development plan*), for state or local grantee governments and an application for funding under any of the Community Planning and Development formula grant programs. The City is required to prepare and submit a Consolidated Plan every five (5) years, per the Code of Federal Regulations, 24 CFR Part 91. The 2015 City of Bloomington Consolidated Plan will be due to HUD on March 15, 2015.

In April 2013, the Community Development Division contracted with the United Way to complete the Community Assessment of Needs as part of the Consolidated Plan preparation in addition to the preparation of the Analysis of Impediments to Fair Housing. United Way staff will make a brief presentation on the data collected thus far regarding the Community Assessment of Needs.

Key components of the Consolidated Plan include:

- *Consultation and Citizen Participation.* Through the Consolidated Plan, (often called the "Con Plan"), grantee jurisdictions engage the community, both in the process of developing and reviewing the proposed plan, and as partners and stakeholders in the implementation of Con Plan programs. By consulting and collaborating with other public and private entities, grantees can align and coordinate community development programs with a range of other plans, programs and resources to achieve greater impact.
- *The Consolidated Plan.* The three to five (3 – 5) year Con Plan describes the jurisdiction's community development priorities and multiyear goals based on an

assessment of housing and community development needs, an analysis of housing and economic market conditions and available resources.

- *The Annual Action Plan.* The Con Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Con Plan.
- *Consolidated Annual Performance and Evaluation Report, (CAPER).* In the CAPER, grantees report on accomplishments and progress toward Con Plan goals in the prior year.

Review of the Purpose of the CDBG Program:

Overall goals. The overall goal of the community planning and development programs is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low and moderate income persons. The primary means towards this end is to extend and strengthen partnerships among all levels of government and the private sector, including for profit and non-profit organizations, in the production and operation of affordable housing.

(i) Decent housing includes assisting homeless persons to obtain appropriate housing and assisting persons at risk of becoming homeless; retention of the affordable housing stock; and increasing the availability of permanent housing in standard condition and affordable cost to low and moderate income families, particularly to members of disadvantaged minorities, without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability. Decent housing also includes increasing the supply of supportive housing, which combines structural features and services needed to enable persons with special needs, including persons with HIV/AIDS and their families, to live with dignity and independence; and providing housing affordable to low income persons accessible to job opportunities.

(ii) A suitable living environment includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services; reducing the isolation of income groups within a community or geographical area through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods; restoring and preserving properties of special historic, architectural, or aesthetic value; and conservation of energy resources.

(iii) Expanded economic opportunities includes job creation and retention; establishment, stabilization and expansion of small businesses (including microbusinesses); the provision of public services concerned with employment; the provision of jobs involved in carrying out activities under programs covered by this plan to low income persons living in areas affected by those programs and activities; availability of mortgage financing for low income persons at reasonable rates using nondiscriminatory lending practices; access to capital and credit for development activities that promote the long term economic and social viability of the community; and empowerment and self-sufficiency opportunities for low income persons to reduce generational poverty in federally assisted and public housing.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Many local agencies and organizations participated in the development of the Needs Survey. Many of our local citizens participated in completing the survey, focus group session and key informant interviews.

FINANCIAL IMPACT: Directly relates to the preparation of the five (5) year Consolidated Plan which is a requirement in order to receive CDBG funds.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Code Enforcement Division Manager

Reviewed by: Tom Dabareiner, Director - PACE

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Discussion only:

David A. Hales
City Manager

David Hales, City Manager, introduced this item. A Community Assessment was necessary in order for the City to complete the Five (5) Year Consolidated Plan which was required by HUD (Housing and Urban Development) as part of a CDBG (Community Development Block Grant) application. Nicole Aune, United Way's Director of Community Impact, would present the Assessment's summary.

Nicole Aune, United Way's Director of Community Impact, addressed the Council. A Community Assessment was compared to a road map. It addressed key questions about the community. It assessed the assets and needs of McLean County's residents. The focus was on accessing and receiving health and human services. The last assessment had been conducted in 2005. However, the last broad scale assessment which disseminated results was in 2000. This assessments results were release in May 2014. Community assessments were conducted to provide better understanding of service gaps, needs, issues and assets. It can be a catalyst and a tool for change. The following groups had been involved in the Assessment: United Way of McLean County, Illinois State University's Stevenson Center, (Graduate course) and Applied Social Research Unit; University of Illinois – Law College's Community Preservation Clinic; and 2014 Community Assessment Advisory Council. In all over twenty-two (22) community partners representing a variety sectors (i.e. health & human services, education, business, financial, government and nonprofits), participated. She cited the collaboration. The Assessment started in September 2012. Data collection commenced in July 2013. Community focus groups and key informant meeting were held in the fall 2013. The report was disseminated in May 2014. It had been a long process.

Ms. Aune addressed methodology, (surveys, key informant interviews, focus groups and secondary data analysis). The survey had a response rate of ten percent (10%). Surveys were mailed to seven (7) low income census tracts. Key informant interviews were conducted by topic area and populations of interest. There had been twelve (12) focus groups divided by the United Way of McLean County, University of Illinois and Illinois State University. She noted that the Community Assessment was for McLean County. Information was gathered on a variety of variety of topics: community challenges/issues; strengths and weaknesses in health & human service system; gaps in services; duplication of services; under used or unrecognized resources/services; and recommendations/opportunities for improvement. Secondary data analysis was completed by graduate students. They reviewed publicly available data from over sixty (60) sources.

Ms. Aune addressed the results. She addressed the demographics of survey respondents. Information was presented by community, age, race, ethnicity, gender, household income, and education level. She also presented information regarding themes. The Assessment uncovered the following themes: income & poverty; housing & homelessness; employment; health & health care; child/youth development & education; seniors, caregivers, & people with disabilities; transportation; criminal justice; and overall themes. Each theme was presented with challenges and strengths.

The full report was over 200 pages. Under income and poverty – one in seven individuals lived in poverty. Under housing and homelessness, the high cost of rental housing was cited. She noted the rent burden. Under health and health care – one in three individuals in McLean County were obese.

Alderman Black thanked Ms. Aune for the presentation. He found the information interesting. He questioned the next steps and if there was an action plan.

Ms. Aune addressed what would be done with the Assessment. United Way had established a Collective Impact Strategic Council which would prioritize issues. Best practices and target issues would be identified.

Sharon Walker, Division Manager – Code Enforcement, addressed the Council. She thanked United Way for their efforts. The Community Assessment would be used to produce the Consolidated Plan which was due by March 2015. The Plan was the road map for CDBG activities. City staff would analyze the data and determine which activities were HUD eligible. She currently served on the Collective Impact Strategic Council. The goal was collaboration of time, talents, funds, etc. City staff would solicit Council feedback. ;

Alderman Lower questioned who and what the Community Development Division was.

Mr. Hales addressed the Council. This was a planned organizational change: PACE, (Planning and Code Enforcement), would be changed to Community Development.

Alderman Lower questioned the impact of federal regulation upon the City.

Ms. Walker noted that CDBG was an entitlement grant. HUD determined the formula. Currently, there were two (2) staff members. The Community Development Division addressed affordable housing, subsidized decentralized housing. She cited mixed residential. Habitat for Humanity was already doing same.

Alderman Mwilambwe questioned methodology and requested clarification. He cited the minority statistics as the responses were low. He questioned how to respond to needs.

Ms. Aune agreed this was challenging. More in depth research was needed. She cited focus groups.

Alderman Stearns questioned if there was a contract with the United Way. Ms. Walker responded negatively. The City had provided no more than \$20,000 over two (2) years. Ms. Aune added that the Town of Normal also participated.

The following was presented:

SUBJECT: Downtown Streetscape Lighting Master Plan

RECOMMENDATION/MOTION: Presentation only.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable, sustainable City; and Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objectives 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; 5b. City decisions consistent with plans and policies; 5e. More attractive City: commercial areas and neighborhoods; 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments: and 6c. Downtown becoming a community and regional destination.

BACKGROUND: On November 25, 2013, the Council authorized a Professional Engineering Services Contract with Farnsworth Group, Inc. for Downtown Street Lighting Master Plan Services, RFQ No. 2014 - 27.

Work has progressed with both input from staff and the public. The final report as presented is 275 pages. Contained within the report are maps and recommendations for every block in the Downtown.

Goals: The goals for the Downtown Streetscape Lighting Master Plan were:

1. Review the existing lighting installations in the Downtown areas, including the City's conceptual lighting layout.
2. Review the general site conditions, including sidewalk/curb conditions, existing utility locations and potential underground vault locations.
3. Identify potential new service feed locations.
4. Incorporate decorative lighting to match as close as possible to what was installed in previous streetscape improvement projects.
5. Consider opportunities for future trees and other plantings.
6. Include performance data on recommended fixtures and other amenities such as benches and trash receptacles.
7. Identify opportunities for phasing.
8. Develop guiding principles to build upon in the future.

The report reviews prior streetscape projects and leverages the existing infrastructure to efficiently expand into other blocks. There are new recommendations for pedestrian and roadway lighting while also considering security issues. Additional amenities are suggested for consideration. Improvements are identified for better pedestrian access in keeping with the ADA, (Americans with Disabilities Act). Detailed budget level analysis is provided block by block for future improvements.

This master plan provides a vision and a guide for future improvements within the public right of ways in the City's core.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The RFQ was mailed to local and other Illinois based Professional Engineering companies on September 5, 2013. In addition, the RFQ was posted on the City website and advertised in The Pantagraph on September 6, 2013.

Meetings were held with various stakeholder groups. A meeting was held on October 1, 2013 with the Downtown Bloomington Association and Downtown Property Owners. On October 15, 2013, there was a meeting with the Downtown Property Owners. There was a meeting on February 27, 2014 with the City's Beautification Committee.

Additional public input was received at two (2) public forum meetings held at 11:00 a.m. and 5:00 p.m. on January 29, 2014 in the Community Room located in the Government Center's basement.

After delivery of this final report to the Council, Public Works will post the Master Plan on the City's website along with an explanatory article.

FINANCIAL IMPACT: This memo would not have any financial impact at this time as it is only the consideration of adopting the Downtown Streetscape Lighting Master Plan. The work identified in the Downtown Streetscape Lighting Master Plan is estimated at \$8.5 million in current dollars. The cost estimates are broken down into seventy-seven (77) one (1) block segments. This allows logical groupings of individual blocks to be combined into smaller contracts which would be more manageable. To accomplish this work over a ten (10) year

period would require budgeting at least \$850,000 per year. The amounts would need to be increased annually to account for inflation.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, P.E., City Engineer

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Discussion only:

David A. Hales
City Manager

David Hales, City Manager, introduced Bob Kohlhase, Farnsworth Group's TITLE. It was noted that the Council had been provided with a copy of the Downtown Streetscape Lighting Master Plan.

Bob Kohlhase, Farnsworth Group's TITLE, addressed the Council. He planned to present a broad overview. The Downtown Streetscape Lighting Master Plan was a complex report. The presentation would provide a foundation. The report provided a plan with a preliminary engineering. He noted the plan's boundaries. There were various blocks in the Downtown which were existing streetscape, (eight blocks). The plan addressed outward growth. He noted that there were catalysts. The Courthouse square was streetscaped in 2003. In 2007, the City addressed the 100 block of N. Main St. He cautioned that streetscaping involved more than lighting. In 2009, the City addressed the Main & Monroe St. project. This project included vault mitigation, sidewalk replacement, decorative trees and decorative lights. He noted that vaults were a barrier. In 2012, the City addressed the 600 block of N. Main St. In 2013, the City staff prepared a five (5) year capital improvements report regarding Downtown Streetscape Master Plan.

Mr. Kohlhase acknowledged the community's input. He noted the following: City staff, Downtown Bloomington Association, Downtown Property Owners, Downtown Bar Owners Association, Beautification Committee, and McLean County Museum of History. He cited the number of public meetings. Seven (7) public meetings were held. The Farnsworth Group hosted two (2) public meetings. The Farnsworth Group assigned ten (1) staff members to this project. He recognized Justin Gandi, TITLE, Jeff Gastel, TITLE, and Jeff Martin, TITLE, who were in attendance at the meeting.

Mr. Kohlhase cited the report's Table of Contents. It was broken into nine (9) sections. The report addressed seventy-eight (78) street segments with estimated costs.

The report addressed streetscape lighting design objectives. Mr. Kohlhasse addressed the following: identity, safety, history, welcoming, increase business, identify special area, cohesion and build upon success. He provided the Council with nine (9) key takeaway points. Existing lighting conditions and sites had been reviewed. Existing lighting would be used to insure design consistency. The pros and cons were analyzed in assessing improvements. The majority of lighting and amenities would be maintained. Multiple uses were considered, (gas & electric vehicles, bicycles, mass transit and pedestrians). CFL vs. LED technology comparisons were significant. An emphasized phased approach, street by street implementation with associated cost estimates, layout and amenities. Foundation established for future improvements. City provided with flexibility based upon available funding. The City should consider IL Dept. of Natural Resources and other grant opportunities. This report was an action plan which was ready to go.

Alderman Sage had attended one (1) of the public meetings. He noted the number of light fixtures in the Downtown but it still appeared to be dark.

Justin Gandhi, Farnworth Group's TITLE, addressed the Council. Preliminary lighting measurements were taken. LED lamps would brighten the Downtown. This type of lamp also performed well in cold weather.

Alderman Sage questioned repurposing the existing fixtures. Mr. Gandhi noted that the report had an improvement plan for the existing fixtures. There would be an additional fixture for the road way. The globes provided light for the sidewalk. Light was also needed for the roads. The existing lamps could also be retrofitted. Information was presented regarding light quality, CFL vs. LED comparisons, fixture locations & phasing, and bump outs.

Finally, sidewalk vaults and cost estimates in 2014 dollars were presented.

The following was presented:

SUBJECT: Presentation by Ecology Action Center (EAC) regarding Bloomington-Normal Greenhouse Gas Inventory

RECOMMENDATION/MOTION: Presentation only.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5c. Incorporation of “Green Sustainable” concepts into City’s developments and plans.

BACKGROUND: On February 10, 2013, the Council entered into an agreement with the EAC joining the Town of Normal in a Local Government Operations and Community Scale Emissions Inventory. The agreement expired February 9, 2014 with the completion of the inventory

assessment. As per the agreement, the City and the Town contributed \$5,000 as a one (1) time payment to the EAC to perform the inventory.

The study measured emissions through two (2) separate analyses. The first examined the municipal government sector, specifically emissions from local government operations of the City and Town, and related public service agencies including public transportation and wastewater treatment. The second focused on community scale emissions for all sectors of the City and Town. The inventory utilized 2008 data as the baseline year because it was the earliest year for which reliable data was available.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: West Bloomington Revitalization Project, West Bloomington Housing Coalition, Mid-Central Community Action, McLean County Regional Planning Commission, and Illinois Wesleyan University and Illinois State University's faculty, staff and student interns.

FINANCIAL IMPACT: No funding is being requested at this time.

Respectfully submitted for Council consideration.

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

Discussion only:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He expressed his appreciation to Michael Brown, Ecology Action Center's (EAC) Executive Director. The EAC provided assistance to the City in a variety of areas.

Michael Brown, EAC's Executive Director, addressed the Council. He planned to brief the Council on the findings of the Baseline Greenhouse Gas Emissions Inventory. He acknowledged the entities that had provided assistance: City, Town of Normal, Ameren Illinois, Corn Belt Energy, Nicor Gas, Connect Transit, McLean County Regional Planning Commission (MCRPC), Amtrak and Bloomington-Normal Water Reclamation District (BNWRD). This report identified and quantified greenhouse gas pollution from human activities which were emitted into the atmosphere over a one (1) year period and correlated causal activities. Bloomington and Normal were considered to be a unit for the purpose of the study. This study provided an assessment. It quantified the amount to hold the community responsible for same. The goal of the study was to reduce emissions strategically and cost-effectively. Bloomington-Normal could be sustainability leader in the state of IL.

The starting point was to determine the baseline inventory. This was set in 2008. This year laid the foundation for future inventories. It also was the earliest year with the most complete data. It allowed for data tracking of program's progress. The weather in 2008 was similar to average climate. Mr. Brown acknowledged a number of data sources: City and Town staff, Ameren, Corn Belt and Nicor (utility providers), MCRPC, Connect Transit and Amtrak (transportation), EAC (solid waste), and BNWRD (wastewater).

Mr. Brown presented statistics regarding the report's findings. Stationary sources were the main drivers of emissions, (electricity & gas, heating & cooling, and lighting, computers & electrical equipment. The secondary source was transportation. The majority came from the community. Only two percent (2%) came from local government sources. The 2008 results were similar to the national figures. Bloomington-Normal's numbers were better than the state and national figures. A pie chart graphically documented the emissions by category. As a comparison, a pie chart for emissions by category for local government operations had also been prepared. He noted local governments use of diesel powered equipment and vehicles. He also cited the figures for wastewater treatment.

In closing, Mr. Brown addressed next steps. There would be additional scheduled inventories to measure progress. There should be a five (5) year rotation. Community wide reduction strategies would be identified. He noted current programs: BN Energy Bright – energy efficiency; Normal Bike & Pedestrian Master Plan, Bloomington Bike Master Plan (initiated), EV Town, Good to Go Challenge and Bike BloNo – transportation.

Alderman Black expressed his opinion that this issue, (global warming/greenhouse gas), was critical to the community's future. He believed that there was long hanging fruit which could be impacted by community practices. He cited use of state grants to address lighting as an example. The City had addressed leaking water pipes.

Mr. Hales noted that the City had applied for state grants. He cited LED lighting as an example. City staff could develop a list. This report was a foundation which addressed practices and processes. He noted the impact upon the environment.

Mr. Brown readdressed the Council. He stated that municipal operations were a separate part of the report.

Alderman Sage thanked Mr. Brown for his presentation. He questioned if unfunded mandates would accelerate this issue.

Mr. Brown informed the Council that federal EPA, (Environmental Protection Agency), regulations were coming. Bloomington/Normal could be out in front. The community could be a model and be in compliance.

Alderman Mwilambwe cited doubters of global warming. He questioned the impact upon individuals going forward.

Mr. Brown could not address specifics. He believed that there would be regulation at the federal and state levels. Voluntary compliance resulted in cost savings.

Alderman Stearns expressed her opinion that national politics had arrived at the local level. She noted the debate regarding global warming. She cited a recent article in the Chicago Tribune. She noted EPA mandates. Citizens needed to understand what this report meant. She questioned if the City and/or the EAC had ISCC (International Sustainability & Carbon Certification) membership.

Alderman Lower had gathered statistics. The Council needed to keep things in perspective. He cited the International Climate Change Panel. The technology which measures greenhouse gas had improved. He questioned the amount that was created naturally, (i.e. plant life). There was no climate change. The City did not need to be too concerned about same. Ice formation was increasing at both poles. He urged the Council to look at real data. The statistics had improved. The City may need to consider joining another organization.

The following was presented:

SUBJECT: Text Amendment to Chapter 21. Refuse, Section 300.6 and 600.3 Holiday Collection regarding Refuse and Recycling Collection on Holidays and to Request to Approve a Budget Amendment to Accounts (10019180 - 89544), (54404400 - 85100) and (54404400 - 61150) in the General and Solid Waste Funds

RECOMMENDATION/MOTION: Recommend that the Text Amendment be approved and the Ordinance passed and the Ordinance Amending the Budget to Add Funds to Accounts (10019180 - 89544), (54404400 - 85100) and (54404400 - 61150) in the General and Solid Waste Fund Budgets be passed.

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

STRATEGIC PLAN SIGNIFICANCE: 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: In an effort to save money, the Council for this fiscal year amended the Refuse Code and ended the City's long held practice of collecting refuse and recycling on holidays. The resulting two (2) day collection on the Tuesday after Memorial Day holiday demonstrated to staff that the change should be reversed. It became clear that any budgetary savings on holiday overtime was greatly outweighed by negative factors of injury risk and lowered service. Staff seeks Council approval to return to holiday refuse and recycling collection on all holidays except Christmas Day.

As an interim step, the Public Works Department made an operational decision to collect on July 5th, a Saturday, to prevent the need to collect two (2) routes on the same day, Monday, July 7th. In doing so, the City avoided operational problems while staying within the ordinance.

Staff strongly recommends that the ordinance be changed in time for Labor Day holiday collection. The current ordinance requires no collection on the following days.

Holiday	Day and Date in FY 2014/2015
Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 3, 2014
Labor Day	Monday, September 1, 2014
Veterans Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Day After Thanksgiving	Friday, November 28, 2014
Christmas Eve	Wednesday, December 24, 2014
Christmas Day	Thursday, December 25, 2014
New Year's Day	Thursday, January 1, 2015
Martin Luther King Jr. Day	Monday, January 19, 2015
Good Friday	Friday, April 3, 2015

Moderate savings: Cost savings were moderate in terms of the overall budget. Employees receive time and a half pay for working on a holiday in addition to the regular holiday pay that every full-time City employee receives whether they work or do not work. (They also receive time and a half for working the Saturday after a Friday holiday, such as July 5 of this year.)

Example days	Labor (including benefits)	Added labor cost
Collection on regular workday	\$3,091.86	N/A
Collection on Good Friday, April 18, 2014	\$4,790.73	\$4,790.73

Exact dollar figures will vary depending on the specific employees who worked.

Memorial Day experience: The double collection day after Memorial Day necessitated use of bulk crews on garbage collection. The City used its automated trucks and its old rear loaded trucks. The rear loaders were designed for manual collection but are now equipped with automated cart tippers. In addition, four (4) bulk crews manually collected refuse with the use of end loaders and dump trucks. Even with the entire bulk crew working on refuse and recycling collection, the City amassed \$465.26 in overtime as a result of a double collection on the Tuesday after Memorial Day. The overtime brought the savings for labor and benefits for Memorial Day down to about \$4,300.

Problems using bulk equipment: The bulk crew members used bulk equipment to collect refuse – equipment not intended for refuse collection. The employees were twisting, turning and otherwise maneuvering the carts manually in order to empty them into end loader buckets at ground level. The wheeled carts are heavy and they are designed to be lifted with a mechanical arm, not manually unloaded. Public Works fears that a worker could be injured. Also, the method is slow and inefficient.

Drop in quality of service: A second issue is quality of service. 1.) among the bulk crews assigned to refuse, the end loader operators emptied refuse into dump trucks. The dump trucks were driven to the landfill and an unacceptable amount of refuse flew out of the truck during the

drive. 2.) not collecting on the holiday meant some people ran out of cart space on the very occasions – a holiday – when they needed maximum capacity because they hosted events at their homes. 3.) the entire City bulk and brush collection was delayed because all Solid Waste crews were collecting refuse and recycling. 4.) the drop-off center was closed for the day.

Two (2) day holidays: Two (2) City holidays fall back-to-back – Thanksgiving is coupled with the day after Thanksgiving and Christmas Eve is coupled with Christmas Day. It now is clear that those collections will require massive overtime and added late hour disposal costs at the landfill. Residents will experience cart capacity problems, and complaints will likely be high. For example, residents on Wednesday routes will not have their garbage collected during Christmas week until Friday, December 26th. Calendar Year 2015 will be worse for collection services. Because Christmas Eve falls on a Thursday, residents on the Thursday routes will not receive solid waste service until Monday, December 28th, unless the Council changes the ordinance or the City collects on the weekend. If it collects on the weekend, there would be no cost savings. Many of these residents may resent using or refuse to purchase the \$3 pay as you throw stickers for their added refuse needs.

Snow/ice implications: There is a reasonable chance that the Thanksgiving and Christmas double holidays will be accompanied by snow/ice events. Solid Waste workers also serve as snowplow operators. A snow event coinciding with these triple collection days would cause substantial decrease in refuse/recycling service quality or snow removal service – or both – not to mention loss of bulk collection services. Veterans Day, New Year’s Day and Martin Luther King Jr. Day holiday collection problems also could be compounded with ice/snow removal issues.

Bulk collection charge: Holiday collection impedes collection of bulk fees. The ordinance allows for one (1) free end loader bucket of materials per week per household and a cost of \$25 per additional bucket. If bulk crews are delayed by a day or two, some residents may contest being charged for large bulk loads.

Christmas Day: The landfill is closed on Christmas, so the City has no option to collect on that day.

Summary: Implications of no collection on holidays.

Budgetary Implications	Customer Service Implications
<u>Pro:</u> <ul style="list-style-type: none"> ➤ Labor and cost savings for one (1) year would be about \$48,000. 	<u>Pro:</u> <ul style="list-style-type: none"> ➤ None.
<u>Con:</u> <ul style="list-style-type: none"> ➤ Worker injury claim could be substantial for a bulk worker using bulk equipment to collect refuse. ➤ FY 2009 – FY 2013 has seen an average of approximately \$113, 000 per year for workman’s compensation claims. 	<u>Con:</u> <ul style="list-style-type: none"> ➤ Delays in bulk waste service and refuse and recycling service are unavoidable. ➤ Cart capacity may force residents to purchase \$3 stickers. ➤ Snow/ice event coinciding with after holiday collection would result in drop in service quality for refuse service and/or snow/ice removal. ➤ Litter will be created if dump trucks are used to haul refuse.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Labor costs for one (1) year of working all holidays except Christmas is estimated at \$48,000 including benefits. The City has nine (9) remaining holidays in the fiscal year including Christmas. Christmas will remain a holiday with no collection as the landfill is closed Christmas Day. The cost for labor and benefits for a holiday collection is approximately \$4,800. Therefore, the City would spend about \$38,400 in FY 2015 by restoring holiday collection for the eight (8) remaining City holidays. The approval of the budget amendment will allow a transfer from the General Fund balance for General Fund Transfers-To Solid Waste Fund (10019180 - 89544) and to the Solid Waste Fund-From General Fund (54404400 - 85100). The expenditure will be paid from the Solid Waste-Overtime account (54404400 - 61150).

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 88

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 21, SECTIONS 300.6 and 600.3**

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

SECTION 1. That Bloomington City Code Chapter 21, Sections 300.6 and 600.3 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 300.6 HOLIDAY COLLECTION.

(a) The City shall collect refuse on all holidays which fall within the weekly calendar for collection, except Christmas Day or the day designated by the City for observance of Christmas.

(b) Refuse shall not be collected on Christmas Day or the day designated by the City for observance of Christmas, but shall be collected on the following day on which refuse is regularly scheduled to be collected.

~~(a) — The City will not collect refuse on the following designated holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.~~

~~(b) — The City will designate alternate days on which refuse not collected on a holiday will be collected.~~

SEC. 600.3 HOLIDAY COLLECTION.

(a) The City shall collect recycling on all holidays which fall within the weekly calendar for collection, except Christmas Day or the day designated by the City for observance of Christmas.

(b) Recycling shall not be collected on Christmas Day or the day designated by the City for observance of Christmas, but shall be collected on the following day on which recycling is regularly scheduled to be collected.

~~(a) — The City will not collect recycling on the following designated holidays: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.~~

~~(b) — The City will designate alternative days on which recycling not collected on a holiday will be collected.~~

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

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

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

SECTION 5. This Ordinance shall take effect ten (10) days after publication and approval.

PASSED this 11th day of August, 2014.

APPROVED this 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2014 – 89

**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 11th day of August, 2014.

APPROVED the 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

Jim Karch, Public Works Director, addressed the Council. He noted the moderate savings. Public Works crews would return to past practices. He cited difficulties with collection and employee safety. The goal was to minimize risk, meet service level expectations with the existing equipment. The City would need to purchase additional equipment to support the most recent change to refuse/recycling collection. In addition, City staff was concerned about the impact on snow and ice removal services.

David Hales, City Manager, addressed the Council. He added that the City refuse crews were in support of the change, (i.e. holiday collection).

Alderman Fruin noted his appreciation for the City's attempt at same.

Alderman Stearns stated that the City's refuse collection crews were skeptical. She questioned if City staff anticipated the use of bulk collection for refuse collection.

Mr. Karch informed the Council that Public Works used every piece of available equipment.

Alderman Stearns cited the volume of refuse and the change did not work.

Alderman Mwilambwe questioned the status of pay as you throw.

Mr. Karch noted that there had been a learning curve for both citizens and staff. Public Works staff was tracking addresses where bags of refuse were left as there was no sticker. Toter sizes had been adjusted.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Text Amendment be approved and the Ordinance passed and the Ordinance Amending the Budget to Add Funds to Accounts (10019180 - 89544), (54404400 - 85100) and (54404400 - 61150) in the General and Solid Waste Fund Budgets be passed.

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

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

Nays: None.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, informed the Council that Moody's and Fitch would be issuing credit ratings. The City would receive positive news regarding the IMRF, (Illinois Municipal Retirement Fund), funding ratio.

MAYOR'S DISCUSSION: Mayor Renner thanked Alderman Black for handling the Mayoral Open House on August XX, 2014. He also thanked Alderman Schmidt for attending the Rt. 66 Visitor's Center's groundbreaking ceremony.

ALDERMEN'S DISCUSSION: Alderman Mwilambwe informed the Council that it was Illinois State University's move in week.

Alderman Stearns informed the Council of how enjoyable the McLean County Fair was. The McLean County Farm Bureau hoped to further the understanding of agriculture.

Alderman Black thanked Connect Transit for the ride along. He was accompanying by Judy Buchanan, Board member, Andrew Johnson, TITLE, and Roy Rickert, TITLE. He noted the transportation needs of the community.

Alderman Fazzini informed the Council that there would be police/fire softball challenge between the City and Town of Normal.

Motion by Alderman Black, seconded by Alderman Painter, that the meeting be adjourned. Time: 9:01 p.m.

Motion carried.

Tracey Covert
City Clerk



FOR COUNCIL: August 25, 2014

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$6,386,717.69, (Payroll total \$2,370,947.19, PCard total \$177,529.68, and Accounts Payable total \$3,838,240.82).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of August 25, 2014

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/15/2014	\$ 247,874.60	\$ 79,887.20	\$ 327,761.80
8/21/2014	\$ 1,337,555.65	\$ 333,754.82	\$ 1,671,310.47
8/22/2014	\$ 243,470.75	\$ 79,003.82	\$ 322,474.57
8/8/2014-8/15/2014	\$ 40,471.34	\$ 8,929.01	\$ 49,400.35
Off Cycle Adjustments			
			PAYROLL GRAND TOTAL \$ 2,370,947.19

ACCOUNTS PAYABLE

Date	Bank	Total	PCARD
8/25/2014	AP General	\$ 3,694,430.96	7/3/2014-8/1/2014 \$ 177,529.68
	AP BCPA		PCARD GRAND TOTAL \$ 177,529.68
7/14/2014	AP Comm Devel	\$ 74,263.06	
	AP IHDA		
7/14/2014	AP Library	\$ 44,546.80	
	AP MFT		
8/5/2014-8/8/2014	Off Cycle Check Runs	\$ 25,000.00	
	AP GRAND TOTAL	\$ 3,838,240.82	
			WIRES
			Date
			Total
			WIRES GRAND TOTAL
			\$ 6,386,717.69

Respectfully,

Patti-Lynn Silva
Director of Finance



FOR COUNCIL: August 25, 2014

SUBJECT: Appointment to the Bloomington Planning Commission

RECOMMENDATION/MOTION: That the Appointment be approved.

STRATEGIC PLAN LINK: Goal 3. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of John Protzman, 2913 Southfork Rd., Bloomington 61704 to the Planning Commission. He will replace the position held by Charles Stuckey and his term will expire on April 30, 2017.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Pam McDowell, City Clerk Support Staff V

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Planning Commission Roster

Motion: That the Appointment be approved.

Motion: _____ Seconded by: _____

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

Planning Commission

Staff/Chair	First Name	Last Name	Street	City	Zip	Expiration	Appt. Date	Yr. 1st Appt
Chair/Southeast	Stan	Cain	10 Barley Circle	Bloomington	61704	04/30/15	08/08/11	1997
Southeast	J. Alan	Balmer	16 Fountain Lake Ct.	Bloomington	61704	04/30/15	08/22/11	2011
Southeast	David	Stanczak	6 Buckhurst Ct	Bloomington	61704	04/30/16	09/10/12	2012
Southeast	Ryan	Scritchlow	1005 S. Maple	Bloomington	61701	04/30/17	01/14/13	2013
Southeast	Rob	Wills	1309 Longford	Bloomington	61704	04/30/15	08/08/11	2007
Southwest	Christopher	Cornell	2605 Binghamton Ln	Bloomington	61705	04/30/17	10/14/13	2013
Southwest	Rex	Diamond	2915 Fox Creek Rd	Bloomington	61705	04/30/16	04/23/12	2012
	Kevin	Suess	113 Kreitzer	Bloomington	61701	04/30/17	04/14/14	2014
Northwest	Charles E.	Stuckey	318 B, N. Main St.	Bloomington	61701	04/30/14	08/08/11	2006
Northeast	James	Pearson	14 Hearthstone Ct	Bloomington	61704	04/30/15	07/25/11	2011

Staff	Mark	Woolard	109 E Olive St	Bloomington	61701			
Staff	Mary	Sellmeyer	110 E Olive St	Bloomington	61701			

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 10 members

Number of members the Mayor appoints: 10

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 2nd and 4th Wed of each month at 4:00pm - Council Chambers

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 1

Appointment/Reappointment Notes:

12/20/2011 - It was suggested that there be 2 members from each of the four quadrants (Washington and Main/51) and 2 at-large appointments

Stan Cain was appointed Chair in January 2014



FOR COUNCIL: August 25, 2014

SUBJECT: Towanda Ave. - Vernon Ave. Intersection Study and Planning

RECOMMENDATION/MOTION: That the formal bid process be waived, the Professional Engineering Service Contract with Knight E/A Inc. be approved, in an amount not to exceed \$57,097.74, the Mayor and City Clerk be authorized to execute the necessary documents, the Resolution be adopted, and the corresponding Motor Fuel Tax resolution be adopted.

STRATEGIC PLAN LINK: 2. Upgrade City infrastructure and facilities, and 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: 2a. Better quality roads and sidewalks, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: City staff believes northbound Towanda Ave. traffic would be well-served by a right turn lane at the intersection with Vernon Ave. The City and the Town of Normal jointly own and operate the intersection and plan to modernize the intersection. The jointly controlled intersection is under an intergovernmental agreement between the two (2) agencies. The City must complete a study of the intersection in order to proceed with the addition of the turn lane, which is on the City's portion of the intersection. The additional study would also justify staff's position through federal standards on the need for the northbound right turn lane. Staff requests that Knight E/A Inc., Springfield, IL, be hired to conduct the work.

Rationale to waive bidding:

1. **Quality work, competitive price.** On Oct. 28, 2013, Knight was chosen by the City under Quality Based Selection to design the installation of traffic signals at three (3) unsignalized intersections: Hershey Ave. at Arrowhead Dr., Hershey Ave. at Clearwater Dr. and GE Rd. at Keaton Pl./Auto Row. Knight was chosen over eleven (11) other engineering firms. The Public Works staff provides feedback to consultants through three (3) main criteria which are quality, customer service and project management skill. Knight has performed well within these three (3) criteria with the City and the Illinois Department of Transportation (IDOT) so far on the three (3) unsignalized intersections under design.
2. **Proximity.** The Towanda-Vernon work is in proximity to another Knight project, the intersection of GE Rd. and Keaton Pl./Auto Row. It shows a high level of competence in handling the complexities of filings and reporting required for Motor Fuel Tax projects. Using Knight for Towanda-Vernon would mark a logical extension of Knight's existing work. Using the same firm helps the City cohesively coordinate traffic and street changes along the Vernon Ave.-GE Rd. corridor.

Scope of work: Knight E/A will perform a topographic survey, prepare environmental review documents and reports, perform a traffic study and analysis, prepare an IDS and produce construction plans. It also will present at one (1) public meeting and obtain soil borings as required for the intersection of Towanda Ave. and Vernon Ave.

The Town of Normal will be participating in construction costs and also will be involved in the development, review and approval of the project.

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 Knight are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal. The project will be discussed with the public during a public meeting.

FINANCIAL IMPACT: The FY 2015 Adopted Budget includes \$400,000 for the design and construction of this project. This is budgeted under Motor Fuel Tax - Design (20300300 - 70050) and Motor Fuel Tax - Street Construction and Improvements (20300300 - 72530). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 11 and 294.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1: Resolution on the waiving of bids
Attachment 2: Vernon and GE intersections maps
Attachment 3: Professional Engineering Service Contract with Knight E/A Inc.
Attachment 4: MFT Resolution

Motion: That the formal bid process be waived, the Professional Engineering Service Contract with Knight E/A Inc. be approved, in an amount not to exceed \$57,097.74, the Mayor and City Clerk be authorized to execute the necessary documents, the Resolution be adopted and the corresponding Motor Fuel Tax resolution be adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES
FOR THE TOWANDA AVE. – VERNON AVE. INTERSECTION STUDY FROM
KNIGHT E/A INC. AT A PURCHASE PRICE NOT TO EXCEED \$57,097.74**

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Professional Engineering Services at a Purchase Price not to exceed \$57,097.74.

ADOPTED this 25th day of August, 2014.

APPROVED this ___ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

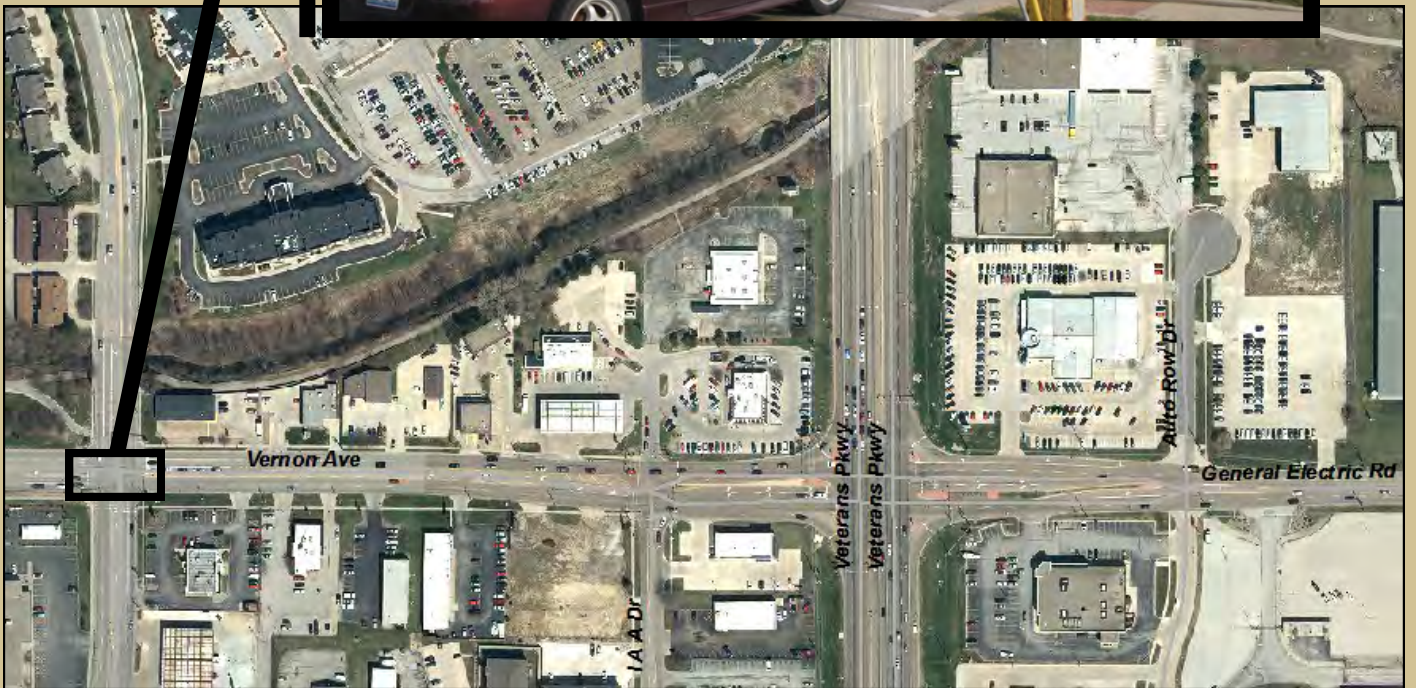
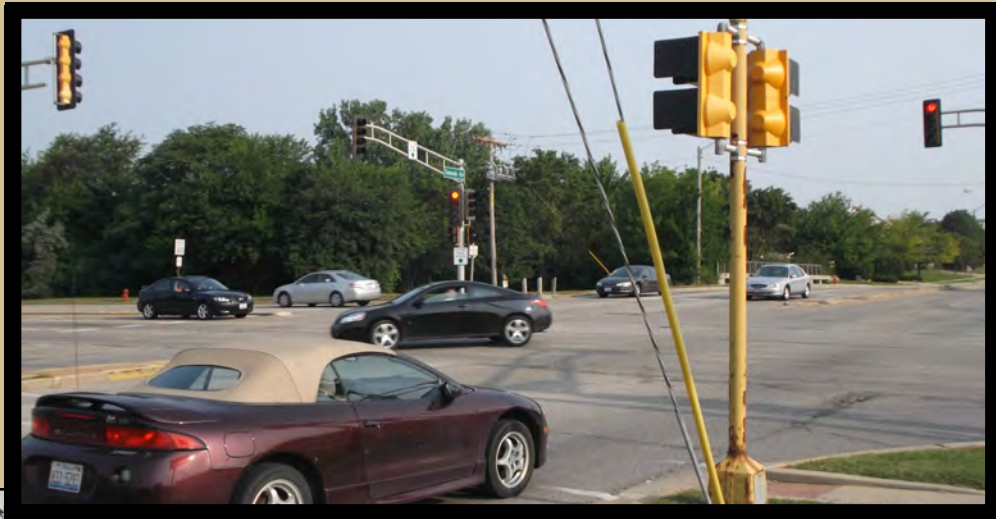
Tracey Covert
City Clerk



Cohesive planning for Vernon/GE intersections

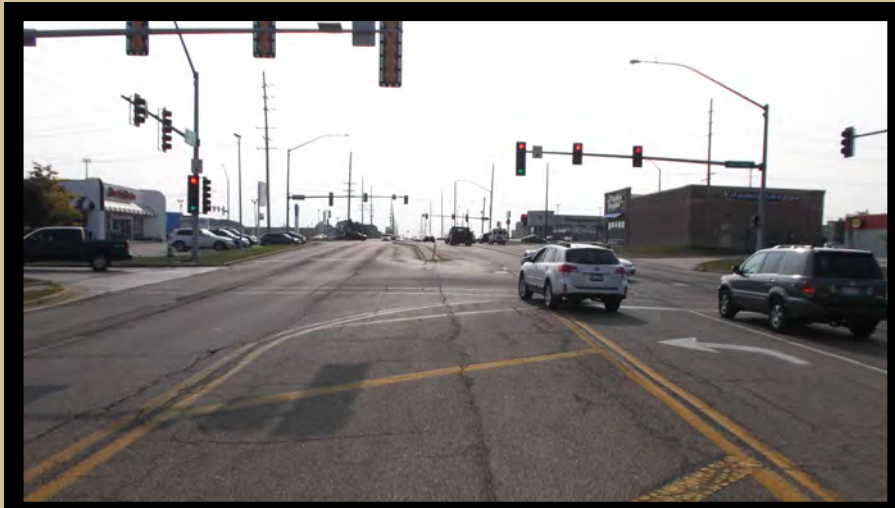
Four intersections along Vernon Avenue/GE Road involve 3 governments and the 2 communities of Bloomington and Normal. Bloomington strives for cohesive planning and engineering in cooperation with its neighbor Normal and the Illinois Department of Transportation. Toward that end, Bloomington staff ask the City Council to use Motor Fuel Tax revenue to pay for a contract with Knight E/A Inc., Springfield, IL, for an intersection study of Towanda Avenue and Vernon Avenue. Here is a brief overview of the corridor.

- 1** Vernon Avenue and Towanda Avenue. Normal is ready to proceed with an upgrade to the intersection. First, though, Bloomington wants to study the intersection and an addition of a right turn lane for northbound motorists on Towanda Avenue.
- 2** Vernon Avenue at IAA Drive. The entire intersection falls within Bloomington. Public Works wants to use staff members to study the intersection and possible add a through lane by moving a left turn lane to the north.
- 3** Vernon Avenue/General Electric Road at Veterans Parkway. This is a state intersection. The City and its vendors must maintain strong communication and cooperation with the Illinois Department of Transportation when making plans along the Vernon-GE corridor because IDOT operates the dominant intersection.
- 4** General Electric Road at Auto Row/Keaton Place. A four-way traffic signal will be coming. This will greatly improve safety and accessibility for Auto Row and Keaton Place, both of which serve commercial subdivisions.



Towanda Avenue at Vernon Avenue

The Towanda Avenue-Vernon Avenue intersection connects two arterial streets at a Bloomington-Normal border. Towanda-Vernon falls under joint jurisdiction of the cities. Normal budgeted to modernize the intersection this year. Bloomington wants to see whether a right turn lane should be added for northbound traffic on Towanda Avenue. This portion of the intersection is in Bloomington. Field observations by Bloomington Public Works shows the turn lane appears to be justified. In order to add a northbound right turn lane, which benefits the City, the City needs to have a formal engineering study completed.



Vernon Avenue and IAA Drive

The intersection of Vernon Avenue and IAA Drive falls entirely within Bloomington. It is in our corporate limits. However, Normal pays for a quarter of the intersection cost because the north leg serves only Normal. Driving east, motorists have a left turn lane and left arrow to access a service road to restaurants and a service station. The problem is, motorists preparing to turn left (north) at the next block, Veterans Parkway, frequently enter this IAA left-turn lane. This creates a bottleneck. Public Works wants to use staff to study and engineer a solution. Note that the middle of the street contains a yellow-striped section in which no motorist can lawfully enter. The preliminary field observation is that this no-drive zone can be converted into the IAA left turn lane. The existing turn lane would become a through lane that is especially useful to motorists preparing to turn left (north) on Veterans Parkway.



General Electric Road at Keaton Place/Auto Row

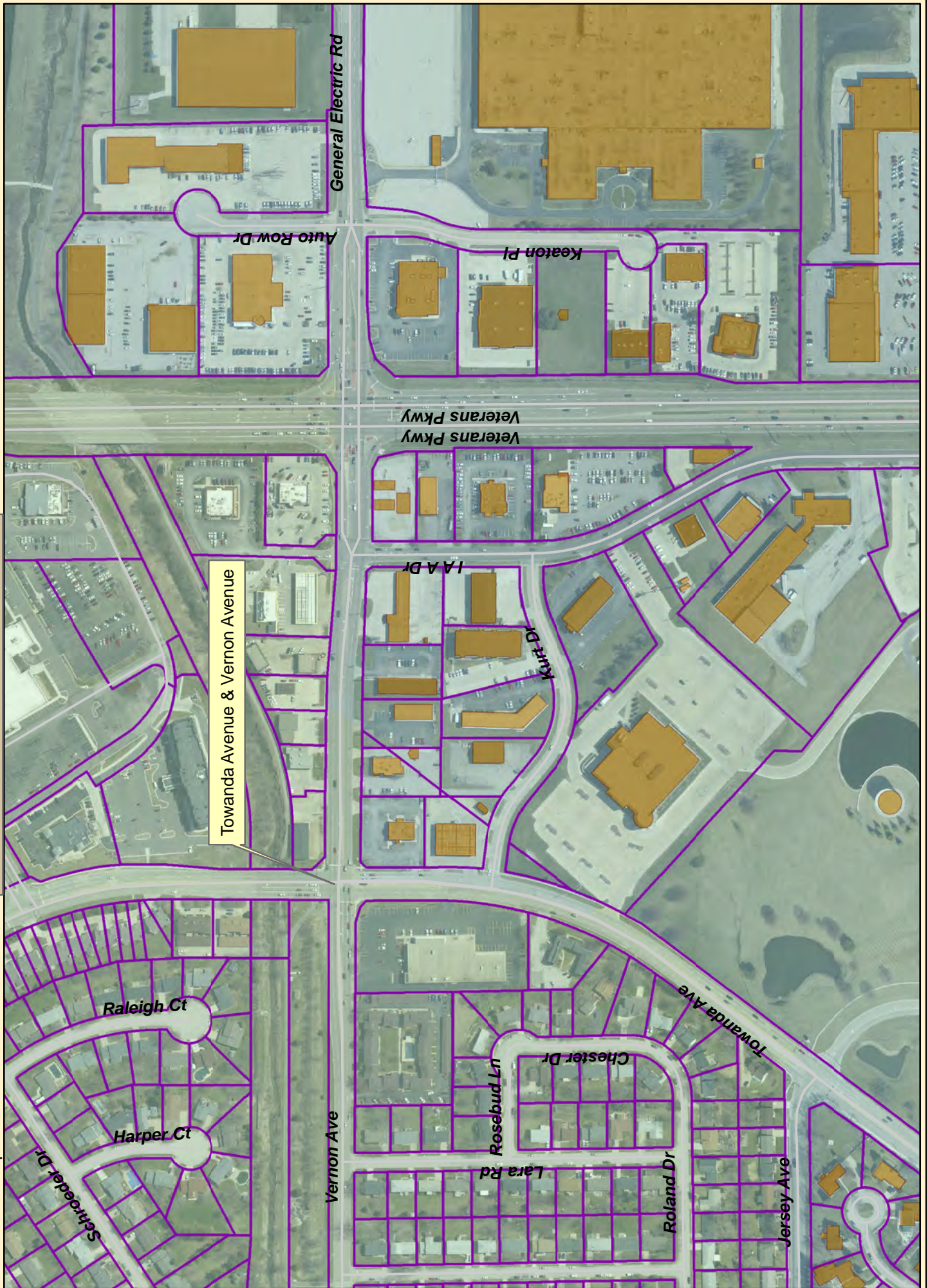
Vernon Avenue becomes General Electric Road at Veterans Parkway. About 470 feet to the east, GE Road meets with side streets that take motorists to a number of businesses. The north portion of the street is called Auto Row. The south portion of the street is called Keaton Place. The Keaton/Auto Row intersection with GE Road currently is being converted to a signal-regulated intersection. Under the existing conditions, Keaton Place and Auto Row must stop for cross traffic; GE Road traffic does not stop. Knight A/E was selected by the City Council to engineer the signalization of the Keaton Place/Auto Row intersection along with two intersections on Hershey Road. The City chose Knight through the Quality Based Selection process in which 12 firms applied.



**Towanda Avenue & Vernon Avenue
Bloomington, Illinois**



DATE 07/16/2014
Public Works Department



Municipality City of Bloomington	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Knight E/A, Inc.
Township Bloomington/Normal				Address 993 Clocktower Drive, Suite A
County McLean				City Springfield
Section				State IL

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Towanda Avenue and Vernon Avenue Intersection Improvement

Route FAU 6412 Length 0.39 Mi. 2050 FT (Structure No. N/A)
FAU 6354

Termini Approx. 500 ft. south and north on Towanda Ave., and approx. 500 ft. east and 550 ft. west on Vernon Ave.

Description:

Roadway improvements and traffic signals replacement at the intersection of Towanda Avenue and Vernon Avenue in Bloomington-Normal.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- l. See Attachment A-Scope of Services.

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1c, 1d, 1g, 1h, 1j, 1l, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c. See Attachment B

2. To pay for services stipulated in paragraphs 1a, 1c, 1h of the ENGINEER AGREES at actual cost of performing such work plus 5% percent to cover profit, overhead and readiness to serve - "actual cost" being defined

as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1a, 1c, 1d, 1g, 1h & 1j. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. ATTACHMENT C, Addendum to Scope of Services, is included and made part of this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Bloomington of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title Mayor

Executed by the ENGINEER:

Knight E/A, Inc.

993 Clocktower Drive, Suite A

ATTEST:

Springfield, IL 62704

By _____

By _____

Title _____

Title President

Approved
_____ Date
Department of Transportation
_____ Regional Engineer

ATTACHMENT A – SCOPE OF SERVICES

ATTACHMENT A – SCOPE OF SERVICES TOWANDA AVENUE AND VERNON AVENUE INTERSECTION IMPROVEMENT

Project Understanding

Knight understands that the City of Bloomington “Client” is requesting professional engineering services to perform topographic survey, obtain soil borings as required, prepare environmental review and reports, perform a traffic study and analysis, prepare an intersection design study (IDS), present proposed improvements at one public meeting, and prepare construction plans and specifications. Knight further understands the scope should include all items in the base and supplemental agreements for the General Electric Road and Keaton Place, Hershey Road and Clearwater Avenue, and Hershey Road and Arrowhead Drive intersection improvement project. All engineering documents will be reviewed jointly by the Client and Town of Normal. Post construction documents (As-Builts) will also be provided to the Client and Town of Normal. A joint local letting held by the Client and Town of Normal is anticipated.

Scope of Services

Knight proposes to perform the following services for the proposed intersection improvement:

1. Prepare and Submit ESR

- Knight will prepare and submit all required forms and supporting documents to IDOT to complete the Environmental Survey Request (ESR) as required by NEPA guidelines and in accordance with IDOT procedures.
- If required, Knight will also prepare and submit a Preliminary Environmental Site Assessment (PESA) as required by NEPA guidelines and in accordance with IDOT procedures.
- Regular and immediate correspondence as necessary with the Client, Town of Normal and IDOT-Environmental Unit will include submittal of all pertinent environmental documents to help ensure completeness of the environmental reviews and clearances.

2. Prepare and Submit PESA (if required)

A. Regulatory Background Review – Obtain a copy of the federal, tribal and state government records or database radius map to collect and review the following information as available:

- National Priority List (NPL), State Priority List (NPL) and Delisted NPL sites
- Federal and State Equivalent Comprehensive Environmental Response Compensation (CERCLIS) and state landfill and/or solid waste disposal list (SWLF) properties
- Former CERCLIS sites with no further remedial action notices
- Resource Conservation and Recovery Act (RCRA) Notifier List
- RCRA CORRACTS and NONCORRACT Treatment, Storage and/or Disposal (TSD) Sites
- Federal, tribal and/or state permitted landfills and solid waste management sites
- Federal Emergency Response Notification (ERN) List

- Toxic Substance Control Act (TSCA), PCB Activity Database System (PADS) and FINDS lists
 - State List of registered underground storage tanks (UST) and reported leaking underground storage tank (LUST) incidents
 - Federal and State Site Remediation Program (SRP)
 - Brownfields and Brownfield SRP Lists
 - Former Manufactured Gas Sites Lists
 - Environmental cleanup liens file or recorded under federal, tribal, state or local law.
- B. Review Historical Aerial Photographs and Sanborn Maps – Review available historical aerial photographs, historic Sanborn maps and historical USGS topographic maps for the property and adjoining properties. As available, this work may also include review of available City or County Planning and Zoning, County or Township Assessors office and US Natural Resource Conservation Service resources. This work does not include performance of title search or chain of title search.
- C. Review Geological and Hydrological Information – Request and review available information from the Illinois State Geological Survey and the Illinois State Water Survey regarding geologic and water well records. The USGS topographic 7.5 minute maps and wetland maps will be reviewed to evaluate the area, regional topography and drainage features.
- D. Site Reconnaissance – Perform a site reconnaissance of all accessible areas of the project – in and around the bridges and spillway of Jackson Branch and lagoons of Washington Park in Springfield, IL – in an effort to identify any visible potential source of environmental concern to the site or immediately adjacent properties. The visual inspection will be performed for indicative signs such as stained or discolored soil and pavements, stressed vegetation, debris, above ground utility markers or facilities for underground systems, drums and chemical containers, and transformers (with PCB potential). Any visible evidence of documented features identified in Task Item #1 above will be noted.
- E. Report Preparation – Prepare a PESA (Level /Phase I) for this site. This report will summarize the site investigation findings and provide conclusions and recommendations. The report will include a site map, site reconnaissance photos, and copies of historic information and regulatory database search results. The report will include an opinion as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances. The recommendations will include, in conformance with ISGS guidance language, if further investigation is warranted that may require Phase II subsurface testing. This scope of work is limited to that associated with a Level/Phase I Assessment and does not include soil sampling and laboratory testing tasks associated with a Level/Phase II Assessment.
3. Develop Project Data
- The Client will provide all current accident data at the subject location.
 - The project will utilize state plane coordinates and GPS if desired, for which the Client has a base station located within the project area.

- The McLean County website may be used for additional GIS information.
- Project aerials can be obtained from McLean County in the name of the Client.
- The Client will provide all project material and equipment preferences.

4. Traffic Study

- Knight will prepare a traffic study utilizing current traffic count data provided by the Client.
- The study will include construction (2015) and projected design year (2035) traffic volumes, HCS capacity analyses and Synchro progression analyses, auxiliary lane warrants and storage calculations.
- A narrative containing all data and study results and recommendations will be written and combined in a report with all supporting data and documents attached as appendices.
- The traffic study will be submitted to the Client, Town of Normal and IDOT-District 5 Geometrics Unit for their review and approval.
- A conference call, or meeting at the Bloomington Department of Public Works, with the Client, Town of Normal and IDOT District 5 can be arranged to discuss the Traffic Study and proposed design volumes after preliminary submittal and/or prior to final submittal and approval.

5. Prepare and Submit Intersection Design Study (IDS)

- Knight will prepare an IDS based on conclusions and approved recommendations found in the approved Traffic Study (Item 3).
- The IDS will be drafted in Microstation utilizing existing topographic survey data provided by Martin Engineering for Knight.
- The Client will provide peak hour manual counts between 24 hour counts to establish AM and PM peak hours, respectively.
- Knight will process the raw data into usable design volumes for IDS development and timing plans for uploading into the traffic signal controllers.
- The Client will check historic growth rates in the area and provide the annual growth rate for 20 year volume projections at the subject intersection.
- Knight will prepare AM/PM design hourly volumes (DHV) as part of the Traffic Study (Item 3) and, upon approval by IDOT and the Client, will be used for all traffic data for the IDS.
- Knight will utilize HCS 2010 highway capacity software to calculate estimated delay. Additionally, Synchro will be used to model the traffic progression through the subject intersection in coordination with the Vernon Avenue intersections at IAA Drive and Veterans Parkway, and the new signalized intersection at General Electric Road and Keaton Place/Auto Row Drive.
- Knight will obtain accident data from the client and incorporate any conclusions presented in the Traffic Study (Item 3) into the proposed geometrics for the IDS.
- Knight will utilize the professional services of Martin Engineering to provide all topographic surveying and right-of-way (ROW) documents for the project.
- Property owners and existing ROW will be researched by Martin Engineering to be incorporated into the IDS, and the necessary land acquisition documents including the

necessary ROW plats will be provided to the Client and Town of Normal for use in land acquisition negotiations by others.

- A conference call, or meeting at the Bloomington Department of Public Works, can be arranged to discuss the preliminary/final IDS prior to submittal.
- Knight will perform a thorough review and incorporate all of the Client's, Town of Normal and IDOT comments prior to final submittal of the IDS.
- Knight will submit IDS's to the Client, Town of Normal and IDOT District 5 Geometrics for review and approval.

6. Prepare Intersection Plans and Special Provisions

- Knight will prepare construction plans, specifications and estimates (PSE) based on the approved IDS (Item 4) for review and approval by the Client, Town of Normal and IDOT-District 5 Local Roads and Streets.
- The plans will be drafted in Microstation utilizing existing topographic survey data provided by Martin Engineering for Knight.
- Special provisions will be included in the contractor's proposal, and all plans and accompanying special provisions will be prepared in accordance with current version of the IDOT Standard Specifications for Road and Bridge Construction.
- Bid documents and letting assistance will be provided as requested by the Client.
- Submittals will include all check sheets and current BDE Special Provisions.
- Submittals will include estimates of time and cost.
- Knight will adhere to all applicable local, state and federal codes and regulations for this project.

7. Coordination Meetings

- Coordination with the Client, Town of Normal, IDOT and all utility companies will be performed as necessary.
- A separate utility meeting will be arranged if necessary to ensure all entities are aware of the project and for correct transmittal of utility information.

8. Phasing and Traffic Signal Plans

- Knight shall specify existing interconnect equipment and materials (radio or fiber optic cable) between all adjacent signals. Radio technology will include products manufactured by MSEDCO or equivalent.
- Traffic signals at the subject intersection will be continuously coordinated utilizing the existing AM/PM cycle length which will be provided by the Client.
- The Client will provide Knight with all proposed signal pole types to be specified in the contract documents.
- Knight will design one cable per signal head at the subject intersection.
- The client will perform signal coordination and timing after construction is complete.
- Emergency preemption will be included as part of this project at the Client's request.
- There will be no lighting installation on this project.
- Knight shall submit traffic signal/construction plans and specs to the Client, Town of Normal and IDOT District 5 Local Roads for review, comment and approval.

9. QC/OA

- Knight shall review all submittals completely and thoroughly before submitting for process reviews.
- The Client expects the plans to be as complete and correct as possible to minimize all review times.
- Review submittal will be made at the 30 percent, 60 percent and 90 percent project milestones.

10. Constructability Review

- Knight will include manhours and fees to perform constructability reviews prior to final submittal of the PSE's but will not be asked for manhours and fees for construction engineering (Phase III) at this time.

11. Public Meetings

- Knight shall prepare to attend one (1) public meeting.
- Suggested milestones at which point would be beneficial to hold the meetings are after approval of the IDS or the 60 percent plan stage.
- The Client will do all necessary media advertisement two weeks in advance of the meeting.
- Locations of the public meeting will be determined during the project. Fees associated with selected facilities will be paid by the Client.

12. Post-Letting Design/Reports

- Knight will prepare all As-Built plans after completion of all construction operations.
- Knight will also prepare all post letting designs and/or addendums.

13. Survey & Land Acquisition (Martin Engineering)

- A detailed topographic survey as necessary to accommodate all design and construction will be needed. Surveys will include plats for land acquisition if needed.
- The project surveys will include locating and/or establishing property easement boundaries.
- ROW acquisition and construction easement surveys, preparation of plats and legal descriptions, and ROW and easement staking as required will be provided for four (4) parcels.

14. Geotechnical Engineering

- If soil borings are necessary Knight will utilize the professional engineering services of Ramsey Geotechnical Engineering to provide two (2) soil borings for mast arm foundation design.
- If soils data are necessary for pavement design Knight will utilize the professional engineering services of Ramsey Geotechnical Engineering for the necessary soils sampling and analyses to support pavement design by Knight.
- If required all soils data and testing results will be compiled in one (1) report completed by Ramsey Geotechnical Engineering and submitted to the Client, Town of Normal and IDOT Local Roads and Streets for their information and support of plan reviews.

The following items are not included in Knight's scope of services:

- Archeological Studies
- IDNR 401 Permit
- USACE 404 Permit
- IDOT Access/Construction Permits
- Phase II Environmental Site Assessments (ESA) or Preliminary Site Investigations (PSI)
- State or Federal grant applications
- Construction Engineering (Phase III) Services

Schedule

Knight will initiate work on this engineering project within ten days of receiving a signed Master Contract from the Client. A more detailed design schedule will be discussed with the Client at the City of Bloomington Department of Public Works, or by teleconference at a date and time to be determined.

Compensation

Knight will perform the above professional services on an hourly basis as outlined in Attachment B of this agreement.

Knight will invoice the client monthly or less frequently based on the percentage complete and payment will be due within 90 days of the invoice.

ATTACHMENT B – FEE ESTIMATE

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Knight E/A, Inc.

DATE 08/12/14
PTB NO. _____

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
9/1/2014
7/1/2015

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

121.30%
0
3.00%

ESCALATION PER YEAR

9/1/2014 - 7/1/2015
10 _____
12

7/2/2015 - 9/1/2015
2 _____
12

= 83.33%
= 1.0050

17.17%
0.50%

The total escalation for this project would be:

Subconsultants

FIRM NAME Knights E/A, Inc.
PRIME/SUPPLEMENT _____
PSB NO. _____

DATE 08/12/14

NAME	Direct Labor Total	Contribution to Prime Consultant
Martin Engineering	10,100.00	1,010.00
Ramsey Engineering	3,493.78	349.38
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	13,593.78	1,359.38

AVERAGE HOURLY PROJECT RATES

FIRM Knight E/A, Inc.
PSB
PRIME/SUPPLEMENT

DATE 08/12/14

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Prepare/Submit ESR			Prepare/Submit PESA			Proj. Data/Traffic Study			Prepare/Submit IDS			Final IDS		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	
CEO, President, Sr. Pla	100.50	4	0.94%	0.95															
Senior Engineer, Pla	60.61	10	2.36%	1.43															
Project Engineer, Pla	48.04	66	15.57%	7.48	2	20.00%	9.61												
Engineer III, Planner	43.33	14	3.30%	1.43															
Engineer II, Planner	33.75	261	61.56%	20.77															
Engineer I, Planner I	25.86	60	14.15%	3.66	8	80.00%	20.69												
Senior Administration	49.04	9	2.12%	1.04															
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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		0																	
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		0																	
		0																	
		0																	
		0																	
TOTALS		424	100%	\$36.76	10	100.00%	\$30.29	44	100%	\$29.02	28	100%	\$42.16	75	100%	\$34.83	8	100%	\$39.11

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Martin Engineering Co.
Knight E/A, Inc.

DATE 08/12/14
PTB NO. _____

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
9/1/2014
8/31/2015

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

125.00%
0
3.00%

ESCALATION PER YEAR

9/1/2014 - 8/31/2015
12
12

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Ramsey Geotech. Eng.
Knight E/A, Inc.

DATE 08/12/14
PTB NO. Vernon-Towanda

CONTRACT TERM
START DATE
RAISE DATE

3 MONTHS
7/24/2014
1/1/2015

OVERHEAD RATE 192.30%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/24/2014 - 10/23/2014
3
3

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%

ATTACHMENT C – ADDENDUM TO SCOPE OF SERVICES

ATTACHMENT C
Addendum to Scope of Services
City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality
 - a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
 - b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
 - a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
 - b. Consistent communication with the Project Manager for the City is critical.
 - c. Communication through email is preferred for record keeping purpose.
 - d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
 - e. Electronic files shall be provided to the City upon completion of the design.
 - f. Quantity take-off and calculation sheets shall be provided for construction field inspection.
3. Project Management
 - a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
 - b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
 - c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
 - d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
 - e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
 - f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

ATTACHMENT C
Addendum to Scope of Services
City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.



BE IT RESOLVED, by the Council of the Council or President and Board of Trustees of the City of Bloomington Illinois that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Vernon Avenue		Towanda Avenue	Towanda Avenue

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of engineering design including traffic analysis, environmental documents, intersection design studies, and preparation of construction plans, specifications and estimates necessary to determine the intersection and signalization improvements required at this location.

and shall be constructed wide and be designated as Section 14-00353-00-TS

2. That there is hereby appropriated the (additional Yes No) sum of fifty seven thousand ninety seven dollars and zero cents Dollars (57097) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

Date _____

Department of Transportation

Regional Engineer _____

I, Tracey Covert Clerk in and for the City of Bloomington City, Town or Village County of McLean , hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council Council or President and Board of Trustees at a meeting on August 25, 2014 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

_____ City, Town, or Village Clerk



FOR COUNCIL: August 25, 2014

SUBJECT: Analysis of Bids for Compressor Replacement at the US Cellular Coliseum (USCC) and Contract with US Mechanical Services

RECOMMENDATION/MOTION: That the bid for replacement of three (3) compressors at the USCC be awarded to the sole bidder, US Mechanical Services in the amount of \$64,964.06, the contract be approved 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: At the time the Invitation to Bid was developed, one (1) compressor at the Coliseum was not working. Prior to the pre-bid walk through another compressor failed and the number of compressors to be replaced was changed to two (2) through Addendum No. 1 with an alternate to replace a third compressor. On July 12, 2014 large metal shavings were discovered from another failing compressor, hence the recommendation to accept Alternate No. 1 to replace a total of three (3) compressors. The contract amount represents the acceptance of the alternate (total of three compressors being replaced; material and labor) as well as extended warranties on the new compressors. The compressors come with a one year parts and labor warranty, the extended warranty covers them for years two (2) through five (5); parts only.

Each roof top unit utilizes six (6) compressors; with one compressor down this puts extra strain and depletes the life of the five (5) working compressors. It is vital that we replace the faulty equipment to prolong the life of all components and run as efficiently as possible.

A bid submission was received from one firm; below is the bid breakdown:

Company	City, State	Proposal Price	Alt. #1	Warranty (add)
US Mechanical Services	Champaign, IL	\$36,975.51	Add \$19,138.55	\$2,950 each

There were six (6) businesses on the plan holders list, four (4) being plan houses and two (2) being HVAC contractors.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Capital Lease Budget includes \$100,000 for repair & upgrades to the HVAC, ice refrigeration equipment, etc. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 110, 114 and 267.

Respectfully submitted for Council consideration.

Prepared by: Derrick Hengstebeck, Interim Facilities Manager

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

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the bid for replacement of three (3) compressors at the USCC be awarded to the sole bidder, US Mechanical Services in the amount of \$64,964.06, the contract be approved 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.

Motion: _____ Seconded by: _____

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

**CITY OF BLOOMINGTON
CONTRACT WITH U.S. MECHANICAL SERVICES, INC.
FOR COMPRESSOR REPLACEMENT**

THIS AGREEMENT, dated this ____ day of August, 2014, is between the City of Bloomington (hereinafter “CITY”) and U.S. Mechanical Services, Inc. (hereinafter “U.S. MECHANICAL SERVICES”).

WHEREAS, the CITY sought bids for the removal and installation of three new compressors at the U.S. Cellular Coliseum, and other work described in the Invitation to Bid; and

WHEREAS, the CITY determined that U.S. MECHANICAL SERVICES was the lowest responsible bidder and should be awarded the bid.

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. U.S. MECHANICAL SERVICES agrees to perform the work identified in the Invitation to Bid, along with Addendum No.1, attached hereto as Exhibit A, along with a five year warranty on each compressor. The work shall include removal and replacement of compressor No. 6 in RTU No. 2, compressor No. 4 in RTU No. 1, and compressor No. 1 in RTU No. 1. U.S. MECHANICAL SERVICES shall further perform the work as set forth and identified in the Invitation to Bid and Addendum No.1 (hereinafter collectively referred to as “Work”).

Section 3. Incorporation of RFP & Proposal Terms. The provisions of the Invitation to Bid, Bid No.2015-01, and Addendum No.1 thereto, attached hereto as Exhibit A, and the proposal submitted by U.S. MECHANICAL SERVICES, shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by U.S. MECHANICAL SERVICES.

Section 4. Payment. For the Work performed by U.S. MECHANICAL SERVICES, the CITY shall pay U.S. MECHANICAL SERVICES \$64,964.06. Payment terms shall be as set forth in the Invitation to Bid.

Section 5. Prevailing Wage. This Contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For

information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 6. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by U.S. MECHANICAL 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 U.S. MECHANICAL 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 7. Indemnification. To the fullest extent permitted by law, U.S. MECHANICAL 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 U.S. MECHANICAL 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.

Section 8. General Liability Insurance. U.S. MECHANICAL SERVICES shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, as set forth within the Invitation to Bid, with general limits not 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 9. Representations of Vendor. U.S. MECHANICAL SERVICES hereby represents it is legally able to perform the work.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. U.S. MECHANICAL SERVICES and all work performed under this Contract by U.S. MECHANICAL SERVICES shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. 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 14. 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 15. 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 16. 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

U.S. MECHANICAL SERVICES, INC.

By: _____
Its Mayor

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



FOR COUNCIL: August 25, 2014

SUBJECT: Reject the lone Proposal and Authorize staff to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services at the US Cellular Coliseum (USCC)

RECOMMENDATION/MOTION: That the lone Proposal be rejected and staff be authorized to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services for the USCC.

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

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

BACKGROUND: The City issued a legal notice of Request for Proposals for controls system services for the USCC HVAC system on May 30, 2014. Staff proactively solicited seven (7) contractors in an effort to foster competitive selection process. Contractors solicited are as follows:

Company	Location
Applied Controls, Inc.	Warrenville, IL
ENTEK Controls	Irvine, CA
CCI Automated Technologies	Seattle, WA
iSYS	Canton, MA
Control Contractors, Inc.	Las Vegas, NV
Certified Mechanical, Inc.	Cleveland NC
Johnson Controls, Inc.	East Peoria, IL

A total of fourteen (14) contractors requested/received the proposal documents. Proposals were due Wednesday, June 25, 2014 by 2:00 p.m. The City received only one (1) proposal in response. The result was as follows:

Company	Location	Base Bid	Alternate Bid	Hourly Breakdown
Johnson Controls, Inc.	East Peoria, IL	\$7,550	\$728	\$92.50/hr.

When the Coliseum was constructed in 2004 - 2006, Johnson Controls provided the installation of the existing HVAC controls system. Since this time the controls system has experienced significant malfunctions and deficiencies due to improper and poor installation and systems configuration. The City is currently in litigation with Johnson Controls to remedy the costs experienced by the City.

Following the City's initial solicitation for controls services, Applied Controls, Inc. (Applied) issued a letter to the City citing their inability to present a proposal due to a backlog of work. Applied stated to staff that given their current workload they would not be able to commence the work until sometime in October. If the initial proposals are rejected, the process of conducting another RFP would not result in work commencing before an October timeline. Furthermore, the City could experience similar results from an unsuccessful RFP which would delay the necessary work at the Coliseum even further.

Staff is seeking the authority to engage Applied as a sole source vendor due to their intimate knowledge of the Coliseum's HVAC systems, credentials as a Johnson Controls certified contractor, references, cost saving opportunity, and ability to complete the work within the City's timeline.

Applied is very familiar with the intricate and complex controls system inside the USCC. In December 2013, Applied accompanied Ketchmark & Associates during the initial assessment of the Coliseum's HVAC systems to offer technical advice on proper system configuration when the smoke and general exhaust systems were found to be deficient. Applied comes highly recommended by Ketchmark to perform the necessary repairs based on their credentials as being a Johnson Controls certified vendor/installer and their past experiences with the company.

Staff estimates the project will take two (2) weeks to complete with the contractor being paid hourly. Due to the complexity of the Coliseum's HVAC system, it is anticipated that a contractor unfamiliar with its specific configuration would require two (2) to three (3) days to assess before repairs could commence. Applied is knowledgeable regarding the Coliseum's system from the audit performed on the smoke and general exhaust system. Capitalizing on Applied's knowledge of the Coliseum's systems could prove to be a cost saving measure as the contractor will be paid hourly and the City would not have to pay for the time required for the contractor to learn the Coliseum's unique system configuration.

Applied has the knowledge, skills, and expertise to timely and properly assess, configure, and remedy the deficiencies with the Coliseum's HVAC controls system. Staff recommends engaging Applied to perform the necessary repairs and proper configuration of the Coliseum's HVAC system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Proposal was advertised in The Pantagraph on May 30, 2014. Applied Controls, Inc.; ENTEK Controls; CCI Automated Technologies; iSYS; Control Contractors, Inc.; Certified Mechanical, Inc.; and Johnson Controls, Inc. were notified of the Request for Proposal.

FINANCIAL IMPACT: The FY 2015 Capital Lease Budget includes \$100,000 for repair & upgrades to the HVAC, ice refrigeration equipment, etc. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 110, 114 and 267.

Respectfully submitted for Council consideration.

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

Motion: That the lone Proposal be rejected and staff be authorized to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services for the USCC.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: August 25, 2014

SUBJECT: Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets

RECOMMENDATION/MOTION: That the Change Order to the Contract for the 2014 Bond Sidewalk Replacement and Handicap Ramp Program in the additional amount of \$100,000 be approved, the Resolution passed, and the Ordinance Amending the Budget to add funds to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets be passed. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On March 24, 2014, J.G. Stewart, Inc., Bloomington, IL, was awarded a contract for this year's sidewalk and sidewalk ramp repair and replacement in the amount of \$1,100,000. The atypically large contract related to need for sidewalk and ramp repairs associated with the bond street resurfacing work. Staff seeks a change order to enable additional sidewalk repairs in the amount not to exceed \$100,000. The request responds to an unexpectedly high number of citizen based reports for sidewalk work and the need to respond promptly to valid reports.

The Public Works Department has exhausted its funding for *reported and complaint-based sidewalk repairs*. These are repairs and ramp installations/upgrades resulting from citizen reports and unforeseen need for repairs. Residents frequently contact this department to report a problem or hazardous condition on a sidewalk that was not scheduled for work in the current year, a problem with a ramp, the need for a ramp where none exists and in which a person with a disability needs a ramp, and other sidewalk issues. While work at these particular locations has not been anticipated, Public Works budgets for report-based repairs. They occur every year, and by budgeting for the unforeseen, the City is able to promptly respond to valid citizen requests.

For FY 2014/2015, Public Works had allocated \$50,000 to respond to sidewalk call-ins from residents requesting sidewalk work. The entire amount has been exhausted. The department feared this amount would be insufficient and had requested additional funding. The request had been reduced from the department's initial request during the budget review process. Staff is surprised that the funds have not lasted through summer.

Staff believes that the steady number of requests this year resulted from a successful customer service initiative; residents increasingly understand that reports of sidewalk hazards are answered with action. Public Works anticipates an additional wave of call-ins will result indirectly from Council and staff working on the draft Sidewalk Master Plan. The heightened attention at City Hall should translate to heightened awareness among the public.

Obligation to act. In most cases, valid report based repairs require prompt action, especially when issues relate to Americans with Disabilities Act (ADA) compliance and the needs of persons with disabilities. Some of these projects require extensive work and costs. Here are two (2) examples.

Example 1: A ramp and sidewalk at Lee and Locust St. was exceedingly steep. A person who uses a wheelchair alerted Public Works that the sidewalk was so steep that he feared tipping backward when using it. The work required re-grading the right of way in order that the incline does not exceed one inch (1”) per foot. It also required installation of retaining wall to keep the adjoining yard at grade. An ADA compliant ramp usually costs \$1,200 to install. This one cost \$4,200 because of the associated sidewalk and retaining wall installation.



Example 2: Pending work of a similar nature, at Kelsey St. and Roosevelt Ave., will cost about \$6,300. It involves removal of stairs, re-grading, and installation of sidewalk panels, sidewalk ramp and retaining wall. The City currently has no funding allocated to pay for this work and other reported repairs through the remainder of FY 2014/2015.



Example 3: Public Works this summer became aware that a tree had caused the heaving of a sidewalk to the point that a citizen who requires use of a wheelchair can no longer use the sidewalk. The location is on Hinshaw Street across from O’Neill Park. The sidewalk repair will go beyond the basics. The Department practice as well as the related operational practice of the Parks Department is to spare trees when practical. Public Works will either reroute the sidewalk around the tree, as there is ample space in the parkway, or it will use reinforced concrete for the sidewalk surface to bridge the flare of the tree and reduce the likelihood of



future sidewalk panel displacement. Both methods are noted in the draft Sidewalk Master Plan as ways to address sidewalks repairs while preserving trees. Currently, the Department can do nothing because of lack of funds. The sidewalk was barricaded in July and will remain barricaded until the tripping hazard can be eliminated.

Level of Service

Not responding promptly to these and other requests would reflect poorly on the City in terms of customer service and response to the citizenry and may, in many cases, open the City to liability.

An obligation to act is most profound if it comes to the department’s attention that a person with a disability needs to use a sidewalk. Such a situation ranks as top priority under operational practice and under policy proposed in the draft Sidewalk Master Plan.

In many other cases, citizens report tripping hazards. Perhaps a tree root has dislodged a sidewalk panel. In these cases, too, ADA, customer service and liability concerns come into play. Without funding to act, Public Works would be inclined to barricade the sidewalk hazard until funding becomes available. However, additional funding would be delayed until spring 2015 unless the Council chooses to infuse additional funding for sidewalk response.

Legal opinion: Jeffrey R. Jurgens, Corporation Counsel, reviewed implications of delays in making repairs. He wrote the following:

Under past court rulings, an argument can be made that a municipality is liable for injuries resulting from a defective public sidewalk if the injured person was a permitted and intended user, the defect was not de minimis and/or open and obvious, and the municipality had actual or constructive notice of the defect. This follows the general principle that a municipality is not considered to be an insurer against all accidents occurring on public way, but a municipality is required to maintain its streets and sidewalks in a reasonably safe condition for the amount and kind of travel which may be fairly expected upon them. Unfortunately, there is no bright line test to determine whether a sidewalk defect is de minimis or too minor to be actionable, so caution is advised. As an example, past court rulings suggest that deviations in adjoining slabs of more than two inches are likely to be considered an unreasonable tripping hazard and therefore potentially actionable.

Description	Amount	Account
Original Contract		
2014 Bond Issue	\$1,000,000	40100100 - 72560
50/50 Sidewalk Program	\$100,000	40100100 - 72560
Change Order 1		
Sidewalk Complaint Repairs	\$100,000	40100100 - 72560
REVISED CONTRACT TOTAL	\$1,200,000	

Description	Units	2014 Unit Price
4” sidewalk remove/replace	SF	\$6.40
6” sidewalk remove/replace	SF	\$6.75
Saw cutting	SF	\$1.65

Curb replacement	LF	\$23.00
Retaining wall	SF	\$40.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Citizens making requests for sidewalk repairs.

FINANCIAL IMPACT: The approval of the budget amendment will allow a transfer from the General Fund balance for General Fund Transfers-To Capital Improvement (10019180 - 89410) and to the Capital Improvement-From General Fund (40100100 - 85100). The expenditure will be paid from the Capital Improvement-Sidewalks account (40100100 - 72560).

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Director of Public Works
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Ordinance
Attachment 3. Budget Amendment effect on General Fund
Attachment 4. Budget Amendment effect on Capital Improvement Fund

Motion: That the Change Order to the Contract for the 2014 Bond Sidewalk Replacement and Handicap Ramp Program in the additional amount of \$100,000 be approved and the Resolution passed. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$100,000 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND, JG STEWART, INC.**

WHEREAS, the City of Bloomington has previously entered into a contract with J.G. Stewart, Inc. and

WHEREAS, for the reasons set forth in a staff report dated August 11, 2014 it was necessary to provide additional funding for sidewalk and ramp repairs due to the increase number of citizen requests; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the August 25, 2014 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$100,000 in the contract between the City of Bloomington and J.G. Stewart, Inc. be approved.

ADOPTED this 25th day of August, 2014.

APPROVED this ____ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2014 –

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

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

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 25th day of August, 2014.

APPROVED the ____ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit 1

Account #	Fund	Account Description	Amount
10019180-89410	General	General Fund Transfer-To Capital Improvement	\$ 100,000.00
40100100-85100	Capital Improvement	Capital Improvement-From General Fund	\$ (100,000.00)
40100100-72560	Capital Improvement	Capital Improvement-Sidewalks	\$ 100,000.00
		Net Budget Increase/(Decrease):	100,000.00

FY 2015 BUDGET AMENDMENTS PROJECTED EFFECT ON FUND BALANCE		
GENERAL FUND		
Council Approved	Description of Item	Totals
4/30/2014	Opening Unaudited General Fund Balance	\$ 13,740,378
6/23/2014	Request to accept the 2014 Edward Byrne Memorial Grant (JAG) and Approve a Budget Amendment to Account 10015110 - 79134 in the	\$ 32,012
7/14/2014	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	\$ 11,700
7/28/2014	Request to Approve a Budget Amendment to Accounts (10015110 – 72520) and (10015110 – 70420) in the General Fund Budget for	\$ 108,281
7/28/2014	Request to Approve a Budget Amendment to Account 10016110 - 70425 in the General Fund and Approve Lease Agreement for 104 - 106 E. Oakland Ave., the former Connect Transit Bus Storage Depot, a/k/a the	\$ 62,719
8/11/2014	Acquisition of Sugar Creek Packing Plant located at 412 East Street and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 85100) and (40100100 -	\$ 250,000
8/11/2014	Text Amendment to Chapter 21. Refuse, Section 300.6 Holiday Collection regarding Refuse and Recycling Collection on Holidays and to Request to Approve a Budget Amendment to Accounts (10019180 - 89544), (54404400 - 85100) and (54404400-61150) in the General and	\$ 38,400
08/25/2014(Pending Council Approval)	Request to Approve a Budget Amendment in the General Fund, Capital Improvement Fund, Water Fund, and Storm Water Fund for the settlement of disputed claims relating to Annexation Agreement for West Washington St.	\$ 32,830
08/25/2014(Pending Council Approval)	Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets	\$ 100,000
	Unaudited General Fund Balance including FY 2015 Council Approved & Pending Budget Amendments	\$ 13,104,436
	Percentage of Fund Balance in relationship to Approved Budget of FY 2015 General Fund Expenditures in the amount of \$91,244,899	14.36%
Note: This exhibit assumes that budgeted revenues and expenditures will be received and disbursed as budgeted for FY 2015 and therefore, these projections are subject to change.		

FY 2015 BUDGET AMENDMENTS PROJECTED EFFECT ON FUND BALANCE

CAPITAL IMPROVEMENT FUND		
Council Approved	Description of Item	Totals
4/30/2014	Opening Unaudited Capital Improvement Fund Balance	\$ 641,787
06/09/2014	Request to Approve a Budget Amendment to Account 40100100 – 70050 in the Capital Improvement Fund and Prepare Repair Documents and Construction Observation Structure Services for the Pepsi Ice Center Parking	\$ 155,250
8/11/2014	Acquisition of Sugar Creek Packing Plant located at 412 East Street and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets	\$ (250,000)
8/11/2014	Acquisition of Sugar Creek Packing Plant located at 412 East Street and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets	\$ 250,000
08/25/2014(Pending Council Approval) ¹	Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets	\$ (100,000)
08/25/2014(Pending Council Approval) 1	Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets	\$ 100,000
	Unaudited Capital Improvement Fund Balance including FY 2015 Council Approved & Pending Budget Amendments	\$ 486,537

¹ - This is a transfer from the General Fund(expenditure).

The net effect on the Capital Improvement fund is a wash and nets to zero.

Note: This exhibit assumes that budgeted revenues and expenditures will be received and disbursed as budgeted for FY 2015 and therefore,these projections are subject to change.



FOR COUNCIL: August 25, 2014

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 7, Block 3 of Camp Kickapoo, from McLean County Land Trust HBT 408, Heartland Bank & Trust Company Trustee, to Jamie L. Drake, Trustee of the Jamie L. Drake Revocable Trust dated March 27, 2014

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

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

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

BACKGROUND: The sewage disposal system inspection was completed in July 2014. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. A chlorine tablet should be placed in the chlorinator tube regularly as needed. The age of the sewage disposal system is over twenty-five (25) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five, (20-25), years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$404.57 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lake Lease revenue (50100140 – 57590). Stakeholders can find this in the Budget Book titled “Other Funds & Capital Improvement Program” on page 146.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen Superintendent of Water Distribution

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

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

Recommended by:



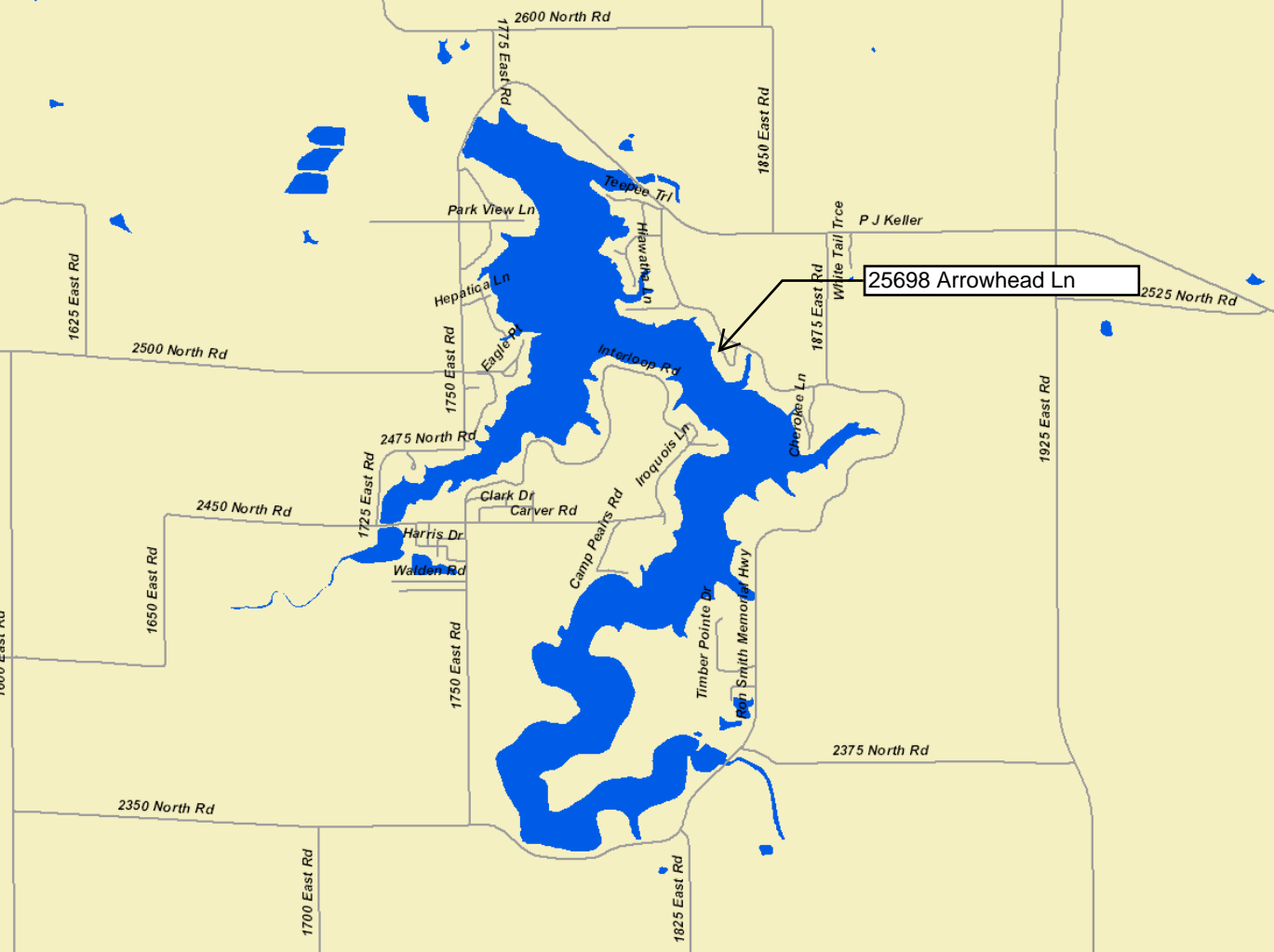
David A. Hales
City Manager

Attachments: Attachment 1. Maps

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

Motion: _____ Seconded by: _____

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



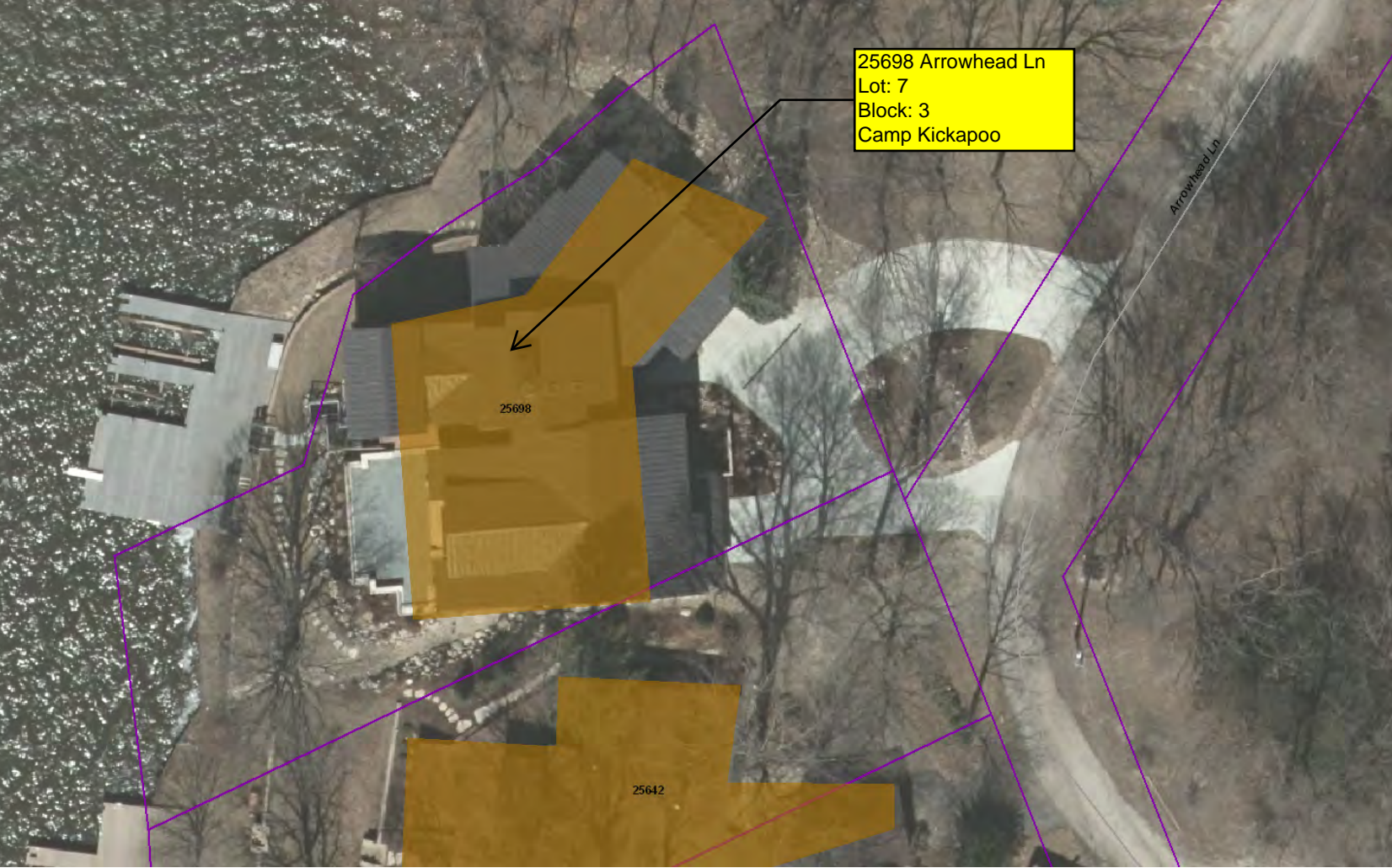
25698 Arrowhead Ln

25698 Arrowhead Ln
Lot: 7
Block: 3
Camp Kickapoo

25698

25642

Arrowhead Ln





FOR COUNCIL: August 25, 2014

SUBJECT: Request to Approve a Budget Amendment in the General Fund, Capital Improvement Fund, Water Fund, and Storm Water Fund for the settlement of disputed claims relating to Annexation Agreement for West Washington St.

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The settlement council memo went to Council on August 11, 2014, was approved and has been attached for reference. The budget amendment is needed to make the agreed upon payments to Stark.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: This item is not budgeted in FY 2015 Adopted Budget. The proposed budget amendment will have the following impact on the three different funds:

Water - \$146,361.75 of which \$56,361.75 will be paid from Water Transmission & Distribution - Water Main Construction (501000120 - 72540) and the remaining \$90,000 for reimbursement to Stark for a water storage facility will be paid from Water Transmission & Distribution - Other Miscellaneous (50100120 - 79990).

Storm Water for a storm sewer easement of which \$2,448 will be paid from Storm Water - Other Purchased Services (53101100 - 70690).

General Fund Transfer to Capital Improvement in the amount of \$32,830.15 for property conveyed to the City and utility easement. This will be transferred to the Capital Improvement fund from General Fund Transfers - To Capital Improvement (10019180 - 89410).

Capital Improvement Fund to receive the transfer from the General Fund Transfer which will be coded to Capital Improvement - From General Fund (40100100 - 85100).

Capital Improvement fund to incur the expenditures totaling \$32,830.15 of which \$25,664.43 for conveyance of land to the City. This expenditure will be coded to Capital Improvement - Capital Outlay Land (40100100 - 72510) and \$7,165.72 will be coded to Capital Improvement - Other Miscellaneous (40100100 - 79990).

Respectfully submitted for Council consideration.

Prepared by: Chris Tomerlin, Budget Analyst

Reviewed by: Carla Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

- Attachments:**
- Attachment 1. Ordinance
 - Attachment 2. Budget Amendment effect on General Fund
 - Attachment 3. Budget Amendment effect on Capital Improvement Fund
 - Attachment 4. Council Memo from 8/11/14

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 –

**AN ORDINANCE 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:

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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 25th day of August, 2014.

APPROVED the ____ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Exhibit 1

Account #	Fund	Account Description	Amount
10019180-89410	General	General Fund Transfer-To Capital Improvement	\$ 32,830.15
40100100-85100	Capital Improvement	Capital Improvement-From General Fund	\$ (32,830.15)
40100100-72510	Capital Improvement	Capital Improvement-Land	\$ 25,664.43
40100100-79990	Capital Improvement	Capital Improvement-Other Miscellaneous	\$ 7,165.72
Net Budget Increase/(Decrease):			32,830.15

FY 2015 BUDGET AMENDMENTS PROJECTED EFFECT ON FUND BALANCE		
GENERAL FUND		
Council Approved	Description of Item	Totals
4/30/2014	Opening Unaudited General Fund Balance	\$ 13,740,378
6/23/2014	Request to accept the 2014 Edward Byrne Memorial Grant (JAG) and Approve a Budget Amendment to Account 10015110 - 79134 in the	\$ 32,012
7/14/2014	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	\$ 11,700
7/28/2014	Request to Approve a Budget Amendment to Accounts (10015110 – 72520) and (10015110 – 70420) in the General Fund Budget for	\$ 108,281
7/28/2014	Request to Approve a Budget Amendment to Account 10016110 - 70425 in the General Fund and Approve Lease Agreement for 104 - 106 E. Oakland Ave., the former Connect Transit Bus Storage Depot, a/k/a the	\$ 62,719
8/11/2014	Acquisition of Sugar Creek Packing Plant located at 412 East Street and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 85100) and (40100100 -	\$ 250,000
8/11/2014	Text Amendment to Chapter 21. Refuse, Section 300.6 Holiday Collection regarding Refuse and Recycling Collection on Holidays and to Request to Approve a Budget Amendment to Accounts (10019180 - 89544), (54404400 -85100) and (54404400-61150) in the General and	\$ 38,400
08/25/2014(Pending Council Approval)	Request to Approve a Budget Amendment in the General Fund, Capital Improvement Fund, Water Fund, and Storm Water Fund for the settlement of disputed claims relating to Annexation Agreement for West Washington St.	\$ 32,830
08/25/2014(Pending Council Approval)	Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets	\$ 100,000
	Unaudited General Fund Balance including FY 2015 Council Approved & Pending Budget Amendments	\$ 13,104,436
	Percentage of Fund Balance in relationship to Approved Budget of FY 2015 General Fund Expenditures in the amount of \$91,244,899	14.36%
Note: This exhibit assumes that budgeted revenues and expenditures will be received and disbursed as budgeted for FY 2015 and therefore,these projections are subject to change.		

FY 2015 BUDGET AMENDMENTS PROJECTED EFFECT ON FUND BALANCE

CAPITAL IMPROVEMENT FUND		
Council Approved	Description of Item	Totals
4/30/2014	Opening Unaudited Capital Improvement Fund Balance	\$ 641,787
06/09/2014	Request to Approve a Budget Amendment to Account 40100100 – 70050 in the Capital Improvement Fund and Prepare Repair Documents and Construction Observation Structure Services for the Pepsi Ice Center Parking	\$ 155,250
8/11/2014	Acquisition of Sugar Creek Packing Plant located at 412 East Street and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets	\$ (250,000)
8/11/2014	Acquisition of Sugar Creek Packing Plant located at 412 East Street and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 85100) and (40100100 - 72510) in the General and Capital Improvement Fund Budgets	\$ 250,000
08/25/2014(Pending Council Approval) ¹	Request to Approve a Budget Amendment in the General Fund, Capital Improvement Fund, Water Fund, and Storm Water Fund for the settlement of disputed claims relating to Annexation Agreement for West Washington St.	\$ (32,830)
08/25/2014(Pending Council Approval) ¹	Request to Approve a Budget Amendment in the General Fund, Capital Improvement Fund, Water Fund, and Storm Water Fund for the settlement of disputed claims relating to Annexation Agreement for West Washington St.	\$ 32,830
08/25/2014(Pending Council Approval) ¹	Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets	\$ (100,000)
08/25/2014(Pending Council Approval) ¹	Change Order for Sidewalk Funding and Request to Approve a Budget Amendment to Accounts (10019180 - 89410), (40100100 - 85100) and (40100100 - 72560) in the General and Capital Improvement Fund Budgets	\$ 100,000
	Unaudited Capital Improvement Fund Balance including FY 2015 Council Approved & Pending Budget Amendments	\$ 486,537

¹ - This is a transfer from the General Fund(expenditure).

The net effect on the Capital Improvement fund is a wash and nets to zero.

Note: This exhibit assumes that budgeted revenues and expenditures will be received and disbursed as budgeted for FY 2015 and therefore,these projections are subject to change.

FOR COUNCIL: August 11, 2014

SUBJECT: Acceptance of Deed and Dedication of Easements- Martin Luther King, Jr. Dr., Settlement of Disputed Claims Relating to Annexation Agreement – W. Washington St., and Approval of Lease Agreement

RECOMMENDATION/MOTION: Recommend that the Deeds and Dedication of Easements be accepted, the proposed Release Agreement with David K. Stark and Stark Excavating, Inc. be approved, the Vacant Land Lease between the City and Stark Excavating be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks.

BACKGROUND: On March 22, 1999, the City approved an Annexation Agreement with David K. Stark and Stark Engineering, Inc., (hereafter collectively referred to as “Stark”), which included terms for the annexation of property on both the north and south sides of W. Washington St. The Council was provided with a copy of the Annexation Agreement.

It came to the attention of staff that under the agreement certain actions remained to be performed. Certain property was to be conveyed by Stark to the City, (property which would be needed for a future extension of Martin Luther King, Jr. Dr.), in return for payment by the City of \$25,664.43.

The Agreement also called for Stark to dedicate a storm sewer easement in return for payment by the City of seventeen cents (.17) per sq. ft. for the easement. The easement consists of 14,400 sq. ft. Once the City accepts the easement dedication, a payment to Stark in the amount of \$2,448 is due.

Stark constructed a twenty-four inch (24”) water main at a cost of \$73,220.90. Stark was responsible for one-half (½) of the cost of an eight inch (8”) water main, (the size necessary to service Stark’s property, at a cost of \$10,403). The City owes Stark a net sum of \$56,361.75 for this water main.

The City promised to purchase from Stark as permanent right of way a part of the “Parker” property which was previously acquired as a general utility easement in return for the City paying \$1,447.01. The City also agreed to purchase a utility easement along the west side of Martin Luther King Dr. extended south of Washington St. for the sum of \$5,718.71.

Stark has tendered the deeds and easement dedications to the City. City staff has negotiated revisions to the documents and believes them to be in order. Therefore, the Council, to meet the contractual requirements, should accept the conveyance of the Martin Luther King, Jr. Dr. right of way, accept the dedication of the aforesaid easements, and authorize the payment to Stark in the amount of \$91,639.90.

Furthermore, Stark requested payment from the City stemming from certain compensatory water storage issues related to the Annexation Agreement. The Annexation Agreement permitted Stark to purchase ten (10) acre feet of compensatory water storage in the Kalamaya Basin to be used at Stark's discretion "for the project." The price to be paid by Stark was \$1,000 per acre foot of storage. Prior to Stark's utilization of such storage but after execution of the Annexation Agreement, Stark was informed by City staff that he could not use the Kalamaya Basin for water storage relating to the proposed development of the property at issue in the Annexation Agreement as such ground was scheduled to change from the jurisdiction of the City to that of the Illinois Department of Natural Resources, (IDNR). Due to the loss of storage credits in the Kalamaya Basin, Stark was forced to create the additional storage on his property. Additionally, Stark placed fill in the proposed Martin Luther King, Jr. right of way which will ultimately benefit the City if the right of way is completed. Due to the additional fill, the IDNR, in order to approve a permit for the development, required Stark to create additional 5.18 feet of floodplain storage on his property. In sum, Stark requested that the City compensate him for the costs of additional storage and this has been negotiated by the parties to reflect a \$90,000 payment.

Finally, as the proposed Martin Luther King Drive, Jr., right of way is not under consideration at this time, staff has proposed a lease of the right of way property back to Stark for his use. Based upon a commercial appraisal finding of a fair market rental value of \$2,800 per year, the City has proposed a ten (10) year lease with Stark. The City would retain the right to terminate the lease if the City wishes to pursue the proposed right of way.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: David K. Stark and Stark Excavating, Inc. and his legal counsel.

FINANCIAL IMPACT: Payment to David K. Stark and Stark Excavating in the amount of \$181,639.90 A Budget Amendment Ordinance regarding payment will appear on the Council's August 25, 2014 meeting agenda.

Revenue of \$2,800 per year for the Vacant Land Lease.

Respectfully submitted for Council consideration.

Prepared by: Brian D. Jones, Sorling Northrup Attorney

Review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Easement Sewer
Attachment 2. Easement 24" Water Main
Attachment 3. Agreement of Mutual Release
Attachment 4. Lease of Vacant Land
Attachment 5. Annexation Agreement dated March 19, 1999
Attachment 6. Map

Taken from the Proceedings of the August 11, 2014 meeting:

Item 7G. Acceptance of Deed and Dedication of Easements- Martin Luther King, Jr. Dr., Settlement of Disputed Claims Relating to Annexation Agreement – W. Washington St., and Approval of Lease Agreement.

Motion by Alderman Painter, seconded by Alderman Fazzini that the Deeds and Dedication of Easements be accepted, the proposed Release Agreement with David K. Stark and Stark Excavating, Inc. be approved, the Vacant Land Lease between the City and Stark Excavating be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.



FOR COUNCIL: August 25, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on August 30, 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 Jacobe Kaufmann and Allison Tarkowski to allow moderate consumption of alcohol at their August 30, 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 Shannon Tarkowski, requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Shannon Tarkowski, requestor's representative, addressed the Commission. The wedding ceremony and reception would commence at 5:00 p.m. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on August 30, 2014. She anticipated eighty-five (85) guests. Famous Dave's located at 1603 B Morrissey, would provide the food and beverage services. She noted that liquor service would be limited to beer and wine only. Liquor service will end at 8:15 p.m. Quiet hours at Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Jacobe Kaufmann and Allison Tarkowski to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their August 30, 2014 wedding reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 12, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Rick Twait, Supt. of Water Purification - Lake Bloomington
Brett Lueschen, Supt. of Water Purification

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

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

WHEREAS, Jacobe Kaufmann and Allison Tarkowski are planning to hold their wedding reception at the Davis Lodge from 4:00 p.m. to 9:00 p.m. on August 30, 2014; and

WHEREAS, Jacobe Kaufmann and Allison Tarkowski have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Davis Lodge on August 30, 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 25th day of August, 2014.

APPROVED this ___ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: August 25, 2014

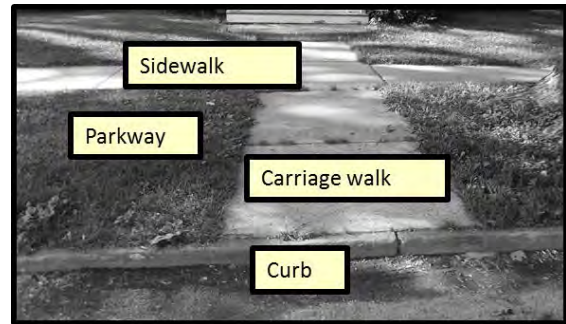
SUBJECT: Text Amendment to Chapter 38, Article III, Section 87 regarding Carriage Walks

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

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

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

BACKGROUND: Carriage walks are the walkways between sidewalks and curbs. In most cases, they were built by property owners, primarily in older neighborhoods, usually as an extension of a walkway in front of a home. City staff has been engaged in discussions with residents and members of the Council and presented the issues surrounding carriage walks to the Committee of the Whole on July 21, 2014. Based on these discussions, the Public Works Department in cooperation with Administration and other departments have formed the following policy proposal and a corresponding amendment to the City Code. The policy allows residents to retain carriage walks while also minimizing cost of them to the taxpayers.



Keeping carriage walks: The City will allow a carriage walk to remain if the property owner signs an Encroachment License and has it notarized. The license is recorded and stays in force when property ownership is transferred. The property owner then assumes costs for repairs and replacement and assumes liability. The City will record the License with the McLean County Clerk's office, which records deeds. Property owners must obtain excavation permits when repairing or replacing carriage walks.

Removing carriage walks: The City will remove a carriage walk if the property owner wishes, at no cost to the property owner. The City also will remove the walk if the property owner refuses to sign an Encroachment License or if the property owner fails to respond to multiple City attempts for feedback as outlined below.

Replacing carriage walks: The City will build a standard, concrete carriage walk at no cost to the property owner *if the owner wishes to have one, used to have one and the City removed the old carriage walk*. The replacement is contingent on the property owner delivering a notarized Encroachment License to the City.

Communication plan: The Public Works Department will make an effort to contact property owners prior to removing a carriage walk without owner permission.

1. A letter will be sent to the person listed by the assessor as the property's taxpayer. The letter will inform the taxpayer of the policy and options.
2. If there is no reply and the owner lives at the residence or in the City, the Department will attempt to contact the owner in person through a knock-and-talk. If the person is not at home, the Department staff member may leave a door hanger.
3. If contact still is not established, a letter will inform the owner that the carriage walk may be removed by the City after 30 days.
4. If the owner still does not respond, the carriage walk will be removed.

Draft Sidewalk Master Plan: The Text Amendment and the new policy would be added to the Draft Sidewalk Master Plan if the City Council approves the motion.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Members of the public, City Planner, Illinois Historic Preservation Agency, Aldermen, Committee of the Whole, public works officials from other communities, Legal Department.

FINANCIAL IMPACT: Cost to remove a standard carriage walk, re-grade the parkway and seed the parkway: Approximately \$85 using a private contractor.

Cost to replace carriage walks that were previously removed by the City: Approximately \$120 for replacement plus \$85 for the previous carriage walk removal, re-grading and seeding using a private contractor. **Total:** Approximately \$205 using a private contractor.

Currently this is being paid out of the sidewalk contract in FY 2015. The City will monitor the program and adjust the FY 2016 Budget to include funding for Carriage Walks.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Sue McLaughlin, ICMA-CM, Interim Asst. 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

Attachments: Attachment 1: Ordinance
Attachment 2: Encroachment license

Motion: **That the Text Amendment be approved and the Ordinance passed.**

Motion: _____ Seconded by: _____

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

ORDINANCE 2014 - ____

**AN ORDINANCE AMENDING THE CITY CODE
PROVISIONS ON CARRIAGE WALKS**

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

SECTION 1. That a new Section 87 in Chapter 38 in Article III of Bloomington City Code, 1960, as amended, shall be added as follows:

Chapter 38, Article III, Section 87:

- (A) After 30 days written notice to the adjoining property owner, carriage walks located on the City's right-of-way shall be removed by the City when adjacent sidewalk repair or street work is being performed except as allowed under subsection (B).
- (B) The carriage walk shall not be removed if the property owner adjoining the carriage walk requests, after receiving the notice provided in subsection (A) and prior to the deadline provided in the notice, that the City not remove it and the property owner: (i) executes an encroachment license and hold harmless agreement in a form and with such conditions as established by the Director of Public Works; and (ii) the carriage walk is repaired, to the extent necessary, prior to completion of the work on the adjacent sidewalk or street, to make it in a safe condition and is further maintained in a safe condition thereafter and in compliance with any and all laws. The City Manager is authorized and empowered to execute the encroachment licenses set forth in this paragraph on behalf of the City.
- (C) It shall remain the duty of the adjoining property owner to maintain or remove, as may be applicable, the carriage walk when such action is necessary to protect the public health, welfare or safety of the general public, including when the carriage walk is not maintained in good repair or when the carriage walk is not in compliance with any applicable law or ordinance, whether effective now or in the future. The City shall reserve in the encroachment license the authority to remove the carriage walk, at the expense of the adjoining property owner, when the adjoining property owner fails to maintain or remove the carriage walk as provided for in this section.
- (D) For purposes of this section, the term "carriage walk" shall mean a walkway that connect the public sidewalk and the curb, and may also be known as "courtesy walks" or "service walks."

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

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

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

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

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

PASSED this 25th day of August, 2014.

APPROVED this ____ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**ENCROACHMENT LICENSE
REGARDING
INSTALLATION AND
MAINTENANCE OF**

**_____
WITHIN THE CITY-RIGHT-OF WAY
OR LOCATED UPON
CITY PROPERTY**

Address

**Property Identification No.
(PIN)**

(Reserved for Recorder's Use Only)

This Agreement, made this _____ day of _____, 20_____,
between _____ [hereinafter referred to as "Owner"] and
the CITY OF BLOOMINGTON, an Illinois Municipal Corporation (hereinafter referred to as the "City");

WHEREAS, Owner owns or otherwise has an interest in the following real estate (hereinafter referred to as the "Property")

Commonly known as
(PIN: _____)

WHEREAS, Owner currently has or will be installing _____
(hereinafter referred to as the "Improvement") within the City property or right-of-way which is located adjacent to their Property. In consideration of the City's authorization for the Owner to place and maintain the Improvement on its property, the Owner hereby acknowledges and agrees as follows:

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

1. The Owner, as well as any successor in title to the Property, shall be responsible, jointly and severally, for the following:
 - a. All maintenance, repair and replacement of such Improvement.
 - b. The Improvement shall be maintained and operated in such a way that it does not damage or otherwise create defects within the City property or right-of-way, including any adjoining sidewalk or street.
 - c. The Improvement shall be maintained and operated in such a way that it does not create a hazard or otherwise dangerous condition upon City property or within the City right-of-way, including any adjoining sidewalk or street.

- d. The Improvement shall be installed, operated and maintained in conformance with manufacturers specifications in full compliance with the ordinances of the City of Bloomington and the laws of the State of Illinois.
 - e. The property or right-of-way of the City shall be restored upon installation, maintenance or repair of the Improvement, to a condition substantially equivalent to the condition before the Improvement, or to such other condition as the City Manager may direct. Thereafter, the City of Bloomington property or right-of-way shall be maintained in a clean and safe condition.
 - f. Upon demand from the City, Owner(s) shall immediately correct any defect or remove any debris from the property or right-of-way which, in the sole determination of the City, presents an unsightly or unsafe condition. Provided, however, nothing contained herein shall impose upon the City any duty or obligation to maintain the property or right-of-way or to effect any repairs on the Improvement. The City shall have the right to enter upon the property or right-of-way and to remove or otherwise render safe the Improvement when, in the sole determination of the City, such action is necessary to protect the public health, welfare or safety or as otherwise necessary to comply with applicable law. Owner(s) shall remain responsible for all expenses incurred by the City in effecting said repairs or removing said debris from the Improvement as provided herein. If the City elects to remove the Improvement, the City shall bill the property owner for the cost of removal which must be paid by the Owner within 30 days of billing.
 - g. The City of Bloomington shall be named as an additional insured on the Grantees insurance policy covering the property or right-of-way area and the Improvement.
 - h. The Owner shall indemnify and hold harmless the City, its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses which may arise directly or indirectly from the use, existence, condition, installation, repair, operation, or maintenance of the Improvement.
2. Neither the City, its officers, agents or employees, including any public utility that is authorized to use the public property or rights-of-way, shall be liable for any damage incurred to the Improvement during or as a result of any repair, maintenance, operation, use, or installation of equipment or facilities within City property or right-of-way, including tree maintenance and removal and snow removal.
 3. This Agreement shall run with the land and be binding upon the Owner, their heirs, successors and assigns.
 4. The Owner agrees that the grant of license shall not otherwise modify or remove any other requirements or rights established pursuant to any other public easements or covenants of record. The parties agree that this license is subject to any rights of third parties in the property or right-of-way and the City makes no warranty regarding Owner(s) right to use the encroachment area except as regards to the interest of the City. Owner(s) assumes all risk in the placement of Owners(s)' Improvement and shall be responsible for removal or relocation of Owner(s)'s Improvement in the event that any utility, including the City, requires to work within the City property or right-of-way on public facilities located therein.

5. A fully executed copy of this Agreement shall be recorded in the Office of the McLean County Clerk (Recorder) by the Public Works Department upon execution.
6. At any time, the City may terminate the Owner's rights and responsibilities hereunder upon notice to the Owner(s) or resident. Upon termination, the City will execute a release to be filed with the McLean County Clerk's Office. In the event of such termination, Owner(s) shall cause the removal of Improvement and shall return the property or right-of-way to substantially the same condition as when this Agreement was executed. In the event Owner(s) fails to effect such removal, the City shall have the right to enter upon the property or right-of-way and remove Owner(s)'s Improvement. All costs of said removal as provided herein shall be borne by the Owner(s) and shall be paid to the City upon demand.
7. The Owner hereby warrants that he has/have full power and authority to execute this covenant.

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

Owner(s):

City of Bloomington:

Signature

City Manager

type or print name

Attest:

Signature

City Clerk

type or print name

Subscribed and sworn to before me
this _____ day of _____, 20_____.

Notary Public

The recorded copy of this document will be e-mailed to you

PLEASE PRINT your e-mail address CLEARLY _____

Telephone number, including area code _____



FOR COUNCIL: August 25, 2014

SUBJECT: Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 1
Establishment of Department – Composition – Indefinite Absences

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; Objective 1d. City services delivered in the most cost-effective, efficient manner, and Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND:

- (a) There is hereby established an executive department of the municipal government of the City of Bloomington which shall be known as the Fire Department. The Fire Department shall consist of the Fire Chief, who shall be Director of the Department; a Deputy Chief of Operations; and a Deputy Chief of Administration; a Training Officer; a Public Education Officer; three (3) ~~Assistant~~ *Battalion* Chiefs, eighteen (18) Captains; eighty-seven (87) Firefighters; and such civilian employees as may be provided for in the City budget from time to time by the City Council. The Fire Chief, Deputy Chiefs, Training Officer and Public Education Officer shall maintain and be eligible to improve their commissioned ranks and these appointments will not affect the numbers and ranks of the remaining numbers of sworn members of the department. *The rank of Assistant Chief is the administrative equivalent of suppression Battalion Chief e.g., Training Officer.* (Ordinance No. 2008-75)
- (b) Layoffs shall be subject to the following provisos: (1) firefighters enrolled in the Certified ~~Firefighter II~~ *Basic Firefighter Operations* Academy ~~or in Emergency Medical Technician training~~ shall not be laid off until completion of such courses ~~or training~~; (2) if more than one firefighter is hired pursuant to this subsection, firefighters shall be laid off to the “last-in, first out” method; and (3) a firefighter 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.

Section 1 (a) – Is a simple name change for the current and future shift commanders from ‘Assistant Chief’ to ‘Battalion Chief’. This is being done to better reflect the shift commanders’ suppression duties and be more consistent with other fire departments in the area. The Town of Normal Fire Department will be adopting the use of Battalion Chiefs as well. There will be no change in the job description, duties, pay range, responsibilities, or authority. Their rank will continue to rate three (3) bugles.

The Assistant Chief rank (three (3) bugles) will remain and be utilized for individuals working in an administrative role such as a training chief.

Section 1 (b) – The Office of the State Fire Marshal has changed the certification name for recruit firefighters from ‘Firefighter II’ to ‘Basic Firefighter Operations’. All present fire academies within the state only offer ‘Basic Firefighter Operations’ academies. Because all new applicants shall possess a current Illinois Department of Public Health Paramedic license, the Department no longer sends personnel through Emergency Medical Technician training.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

Reviewed by: Michael S. Kimmerling, Fire 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

Attachments: Attachment 1. Text Amendment Ordinance

Motion: Recommend that the Text Amendment be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 17, SECTION 1**

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

SECTION 1. That Bloomington City Code Chapter 17, Section 1 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

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

Chapter 17, Fire Department and Fire Prevention, Section 1: Establishment of Department – Composition – Indefinite Absences – *Duties*.

- (a) There is hereby established an executive department of the municipal government of the City of Bloomington which shall be known as the Fire Department. The Fire Department shall consist of the Fire Chief, who shall be Director of the Department; a Deputy Chief of Operations; and a Deputy Chief of Administration; a Training Officer; a Public Education Officer; three (3) ~~Assistant~~ Battalion Chiefs, eighteen (18) Captains; eighty-seven (87) Firefighters; and such civilian employees as may be provided for in the City budget from time to time by the City Council. The Fire Chief, Deputy Chiefs, Training Officer and Public Education Officer shall maintain and be eligible to improve their commissioned ranks and these appointments will not affect the numbers and ranks of the remaining numbers of sworn members of the department. *The rank of Assistant Chief is the administrative equivalent of suppression Battalion Chief e.g., Training Officer.* (Ordinance No. 2008-75)
- (b) Notwithstanding the limitation enumerated in subsection (a) above, the City Manager is authorized to request an additional member of the Fire 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 firefighter at that time would create a hardship in the department because of the particular job duties which the firefighter is engaged in at the time the absent members 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) firefighters enrolled in the Certified Firefighter II Basic Firefighter Operations Academy ~~or in Emergency Medical Technician training~~ shall not be laid off until completion of such courses ~~or training~~; (2) if more than one firefighter is hired pursuant to this subsection, firefighters shall be laid off to the "last-in, first out" method; and (3) a firefighter 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. (Ordinance No. 1995-50)

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

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

SECTION 5. This Ordinance shall take effect ten (10) days after publication and approval.

PASSED this 25th day of August, 2014.

APPROVED this ____ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: August 25, 2014

SUBJECT: Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 6 Duties

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; Objective 1d. City services delivered in the most cost-effective, efficient manner, and Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: The change in the ordinance reflects a truer representation of the operations of the Fire Department. The Fire Department handles many types of man-made and natural emergency incidents including fires, hazardous materials, medical incidents, etc.

Section 6, Duties

It shall be the function and duty of the Fire Department ~~and every member thereof to extinguish accidental or destructive fires to prevent the occurrence or spread of such fires, and to operate a rescue squad~~ *to provide fire suppression, fire prevention and lifesafety programs, public education, fire investigation, technical rescue, hazardous materials response, emergency medical services, domestic preparedness planning and response, and aviation rescue and firefighting services.*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

Reviewed by: Michael S. Kimmerling, Fire 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

Attachments: Attachment 1. Text Amendment Ordinance

Motion: Recommend that the Text Amendment be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 17, SECTION 6**

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

SECTION 1. That Bloomington City Code Chapter 17, Section 6 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

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

Chapter 17, Fire Department and Fire Prevention, Section 6: Duties.
It shall be the function and duty of the Fire Department ~~and every member thereof to extinguish accidental or destructive fires to prevent the occurrence or spread of such fires, and to operate a rescue squad~~ *to provide fire suppression, fire prevention and lifesafety programs, public education, fire investigation, technical rescue, hazardous materials response, emergency medical services, domestic preparedness planning and response, and aviation rescue and firefighting services.*

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

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

SECTION 5. This Ordinance shall take effect ten (10) days after publication and approval.

PASSED this 25th day of August, 2014.

APPROVED this ____ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: August 25, 2014

SUBJECT: Text Amendment to Chapter 17, Fire Department and Fire Prevention, Section 18 Fire Chief or Assistant to Prescribe Limits Within Which Persons Permitted at Fires

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; Objective 1d. City services delivered in the most cost-effective, efficient manner, and Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: The change in the ordinance reflects a truer representation of the operations of the Fire Department. The Fire Department handles many types of man-made and natural emergency incidents including fires, hazardous materials, medical incidents, etc. The Incident Commander at these incidents maybe the Fire Chief, Deputy Chief, Assistant Chief, Battalion Chief, or an Acting Battalion Chief.

Section 18 Fire Chief or ~~Assistant~~ *Designee* to Prescribe Limits Within Which Persons Permitted at Fire *or Other Emergency Incident Scenes*.

The Fire Chief or ~~any Assistant Fire Chiefs~~ *his designee* in command may prescribe limits in the vicinity of any fire, or other emergency, within which no persons shall be permitted to enter, except by permission of the officer in command.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

Reviewed by: Michael S. Kimmerling, Fire 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

Attachments: Attachment 1. Text Amendment Ordinance

Motion: Recommend that the Text Amendment be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 17, SECTION 18**

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

SECTION 1. That Bloomington City Code Chapter 17, Section 18 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

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

Chapter 17, Fire Department and Fire Prevention, Section 18: Fire Chief
or ~~Assistant~~ Designee to Prescribe Limits Within Which Person Permitted at Fires or Other
Emergency Incident Scenes.

The Fire Chief or ~~any Assistant Fire Chiefs~~ his designee in command may prescribe limits in the vicinity of any fire, or other emergency, within which no persons shall be permitted to enter, except by permission of the officer in command.

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

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

SECTION 5. This Ordinance shall take effect ten (10) days after publication and approval.

PASSED this 25th day of August, 2014.

APPROVED this ____ day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: August 25, 2014

SUBJECT: Lake Bloomington Marina Lease Agreement with TTK, L.L.C.

RECOMMENDATION/MOTION: That the Lease Agreement be approved with the addition of an updated legal description and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On January 28, 2003, the City entered into a lease with Heartland Marine, Inc., (hereinafter "Heartland Marine") to allow Heartland Marine to operate boat docks and concessions from an area of Lake Bloomington. In exchange, Heartland Marine was to pay fifteen percent (15%) of the gross slip rentals. The lease further was to go through September 2017. This year, the Water Department reported Heartland Marine's facilities were in disrepair and it was also brought to the Legal Department's attention that Heartland Marine was past due on rent. The Legal Department was therefore working on eviction proceedings as well as taking steps to have the property inspected by the County to potentially close if any public safety issues existed.

During this process, the City was contacted by one of the owners of the personal property, Teri Brady, who advised they had a buyer for the docks and concession stand and would be paying as a result of the sale of the property, the \$37,316 in late rental payments due to the City. This represents approximately eight (8) years of rental payments that were not collected dating back to 2007.

The new buyer is TTK, L.L.C., whose managing partner is Michael Philippi. Mr. Philippi is an attorney from Chicago with local roots in the community. He is seeking a new lease from the City under which he would pay the outstanding past due rent balance as well as a phased-in increase in rental payments. We have also improved the lease to include appropriate provisions on insurance and indemnification as well as provision to ensure proper management of the property. We have also made modification to the rental payments so that rent will be based off full occupancy and payable in one (1) lump sum each year. This payment to the City will also increase over time. As Mr. Philippi is making a significant investment in improving and upgrading the property, he is seeking a long term lease. The lease would therefore be for ten (10) years, with two (2) five-year renewal terms, each at increased rent. This is eight (8) years shorter than the total lease term initially requested (28 years). In addition the previously proposed arrangement where Gary Brady, the current operator of the property, would continue to serve as the manager of the property has been cancelled and he will no longer be involved in the property.

Staff is recommending Council approve the new lease agreement as it now contains adequate protections for the City, ensures payment of the past due amounts owed to the City, will bring new improvements to the property and will ensure the docks are properly maintained. As part of this analysis, it should be noted that the City does not own the structures or docks at the property. New measures will also be put in place to ensure timely receipt of all rental payments due under the lease. It should finally be noted that Mr. Philippi is currently having the property surveyed and the legal description may therefore be modified from the draft shown on the lease.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

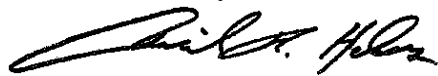
FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Lease Agreement
Attachment 2. Marina Map

Motion: That a Lease Agreement be approved with the addition of an updated legal description and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of August, 2014, by and between THE CITY OF BLOOMINGTON, a Municipal Corporation of McLean County, Illinois, hereinafter referred to as the "Lessor", and TTK, L.L.C., an Illinois limited liability company, hereinafter referred to as "Lessee":

WITNESSETH:

1. The Lessor, for and in consideration of the rents, covenants, and agreements contained herein by said Lessee to be paid, kept and performed, has granted, demised and let, and by these presents does hereby grant, demise and let unto the Lessee, its heirs, executors, administrators and assigns, a leasehold interest in the following lands and tenements, situated in McLean County, Illinois, described as follows:

See attached **Exhibit A**.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, to said Lessee, its heirs, executors, administrators, and assigns until the 1st day of November, 2024; the Lessee, its heirs, executors, administrators and assigns covenanting and paying therefore unto the Lessor as follows:

- (a) The Lessee shall pay as rent for use of the above property as follows: for the years ending November 1, 2015, 2016 and 2017, the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00), and for the years ending November 1, 2018, 2019, and 2020, the sum of Six Thousand Five Hundred Dollars (\$6,500.00), and for the years ending November 1, 2021, 2022, 2023 and 2024, the sum of Seven Thousand Dollars (\$7,000.00). However, in the event that the rental price for a boat slip at the marina is ever raised to Seven Hundred Dollars (\$700.00) or more, the rental for any given year after 2017 shall be paid at 17% of the rental price multiplied by the number of all leased boat slips (currently 65) at the marina. As an example, if in 2018 the rental price per boat slip is \$800 and there are 65 leased boat slips, the rent due to the City prior to July 15, 2018, would be Eight Thousand Eight Hundred and Forty Dollars (\$8,840.00).
- (b) Rent shall be paid on or before July 15 of each year. Lessee shall provide documentation verifying gross rental rates.
- (c) The Lessee shall pay the City the amount of \$37,316 in past rent upon execution of the Lease Agreement. The payment provide in this paragraph 1 (c) is a condition precedent to the effectiveness of any term of this Lease Agreement, including but not limited to the commencement of the lease and right to occupancy of the demised premises.
- (d) Notwithstanding anything in this Lease Agreement to the contrary, Lessee shall not be required to pay rent in any years in which Lessee is unable to operate the

marina and rent boat slips by reason of war, fire, strike, or damage by the elements, or of any unavoidable casualty, including, but not limited to insufficient water level in the lake to dock a boat at the marina. Lessee shall have a reasonable time to repair any damage caused by reason of war, fire, strike, or damage by the elements, or of any unavoidable casualty.

2. That in consideration of the payments made, the Lessee shall have the concession privileges to sell soft drinks, packaged sandwiches, and other confections. The Lessee may also rent to others boats and motors and sell bait, oil, and other attendant boating and fishing supplies. However, Lessee may only keep and sell oil in pre-packaged containers and may not keep, store, handle or sell bulk oil on the premise. Furthermore, Lessee may not keep, store, handle or sell gasoline or motor fuel of any type on the premises, except that Lessee may keep and/or store sufficient quantities of gasoline or motor fuel to adequately service his boat rental operation. No underground storage tanks shall be used. Lessee may assign the concession privileges to any persons or entities approved by Lessor, which consent shall not unreasonably be withheld.

3. The existing 14' x 14' building and all existing docks are the property of Lessee. Construction of any additional buildings must be approved by Lessor. By April 15, 2015, Lessor shall provide a water line to the office structure (existing 14' x 14' building), and shall provide and maintain portable toilets. Throughout the duration of the tenancy pursuant to the Lease, Lessor shall maintain the water line in good working order.

4. Special Condition: Subject only to the exceptions in this paragraph 4, the Lessee shall have the exclusive right to operate a marina and rent slips on Lake Bloomington.

a. East Bay Camp Exception. East Bay Camp has boats which it rents to East Bay Campers only, and a concession to operate a boat to carry persons around the lake for sightseeing purposes. The granting of this concession to Lessee pursuant to this Agreement shall not affect East Bay Camp's right to continue renting these boats and operating the aforesaid sightseeing service. Lessee's concession to rent boats and the sale of oil on the lake shall be exclusive except for the East Bay Camp's rights as stated above.

b. ISU Exception. In the event that Illinois State University rents property on Lake Bloomington the Lessee's franchise shall not prohibit Illinois State University from providing its own boats for its students and faculty members.

5. The Lessee shall provide adequate docks and ramps so built as to protect the public, which shall be maintained by Lessee in good condition. All other things necessary to the operation of this concession shall be furnished by the Lessee. Lessee may add docks in the future as agreed by the parties.

6. Maintenance of Grounds and Facilities: The Lessee shall keep the facility open reasonable business hours and shall keep it in a clean and sanitary condition. If food or drink items are sold, the concession shall be operated under the rules and regulations for the County Board of Health. Lessee shall dispense oil so as not to contaminate the lake waters. Lessee shall

keep all buildings clean. The Lessor shall keep grounds around the concession mowed and free of debris. Lessor shall remove garbage, in an amount consistent with the existing garbage produced as of the effective date of this lease, on a regular basis consistent with its schedule for removing garbage from the contiguous park. Lessee shall manage the property in a manner consistent with industry standards and that promotes a high standard of business ethics, professionalism and customer service.

7. Boats: Any boats used in Lessee's boat rental operation must comply with City of Bloomington ordinances and regulations concerning boating on Lake Bloomington as well as any applicable state or county laws. Lessee shall equip all boats with safety equipment as provided by the city ordinance and state law.

8. Motors: Lessee shall not rent boat motors unless they comply with the City ordinance.

9. Electricity and Water: The Lessee shall pay all electric bills. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the Lessor and such garbage and sanitation charges and shall be fixed from time to time by the Lessor and according to the rules and regulations as to the time of payment as the Lessor may fix.

10. Indemnification and Insurance:

A. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, actions, damages, liability, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with loss, damage, or injury to persons or property occurring on or about the Premises on matters related to Lessor's ownership of the Premises or occasioned wholly or in part by any act or omission of the Lessee, Lessee's agents, contractors, customers, or employees whenever having occurred. The indemnification obligations survive the termination or expiration of this Lease. Notwithstanding the foregoing, the above indemnification specifically excludes any injury or damage resulting primarily from the reckless or intentional act or omission of Lessor, or Lessor's agents, servants, or employees.

B. Insurance. Lessee agrees to obtain and keep in force during the Term of the Lease, a policy or policies of comprehensive commercial public liability insurance insuring the Lessor and Lessee against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises. Such insurance shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, with a Two Million Dollar (\$2,000,000) general annual aggregate.

The insurance maintained by the Lessee under this Section shall be primary insurance and any insurance maintained by the Lessor shall be excess and noncontributing, except as otherwise stated herein. All the insurance provided for herein shall be in the name of Lessee, shall be with a reputable and financially sound insurance company authorized and qualified to do business in the State of Illinois, shall include Lessor as an additional insured, shall contain a clause waiving rights of subrogation against Lessor, its agents, employees, contractors, and subcontractors, and shall contain a clause that such policies may not be canceled without at least

thirty (30) days advance written notice to Lessor. Lessee shall furnish proof of insurance to Lessor in the form of a certificate of insurance that Lessee will update on an annual basis. Lessee may satisfy the foregoing insurance requirements by means of blanket policies of insurance covering the Premises and other properties by having the same coverage and provisions as are herein required.

11. Beginning no later than June 1st, 2015, Lessee shall maintain a full-time manager during the months of weekly and monthly rentals.

12. Prices: Lessee shall charge fair and reasonable prices for all products sold, which prices shall be equal for all persons.

13. The Lessor will clear the area around the concession of debris and trash prior to May 1st each year and will have the area mowed on a regular schedule, consistent with the scheduled mowing of the contiguous park areas.

14. The period of this Agreement shall be from September 15, 2014, to September 15, 2024. The Lessor reserves the right to terminate this Agreement upon sixty (60) days of notice for failure of Lessee to comply with the provisions hereof, provided that written notice of non-compliance is given to Lessee and Lessee be given a reasonable period, not less than thirty days, to cure the condition of non-compliance. Upon termination of this Agreement, whether by expiration or earlier termination, Lessee may remove all improvements made upon the premises by Lessee. If Lessee removes the 14' x 14' building now on the premises, it shall restore the surface area to the same condition as it was prior to construction of the building.

15. The Lessee and those occupying under it shall at all times be subject to such rules and regulations as may from time to time be laid down by the Lessor in the occupation and use of said premises and the use of Lake Bloomington; and said Lessee shall not engage in or permit others to engage in any occupations, business or practice on said premises that shall in any way conflict with or be in violation of any law or the bylaws or regulations of the Lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this Agreement null and void.

16. The Lessee shall not sell, assign or transfer this Agreement or sublet or allow other persons to occupy said premises without the written consent of the Lessor; nothing herein contained, however, shall prevent the Lessee from mortgaging said premises for the purpose of securing funds to construct buildings thereon or to repair existing structures on the leasehold, but in no event, however, shall this clause be construed to mean that Lessee shall mortgage any more than his lease interest and that the fee to the lot shall remain in the Lessor regardless of any foreclosure proceedings.

17. The Lessee shall have an option to renew this Agreement for not more than two (2) additional five (5) year periods on same terms and conditions, except that the rent for the first renewal term shall be equal to eighteen percent (18%) of sum of the number of boat slips at the beginning of the renewal period multiplied by the rent per boat slip at the beginning of the first

renewal period and the rent for the second renewal term shall be equal to twenty percent (20%) of sum of the number of boat slips at the beginning of the second renewal period multiplied by the rent per boat slip at the beginning of the renewal period.

18. It is further agreed that in case default should be made by the Lessee in any of the conditions stipulated to be performed by it, and the Lessor shall see fit to declare this Agreement void, such declaration shall be made and this Agreement forfeited by sixty (60) days written notice thereof to the Lessee, if such condition remains in default after the notice period has expired.

19. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Lessor or Lessee at their respective addresses set forth herein shall be considered sufficient service thereof. Notice shall be given to Lessor by sending such to both the City Manager and the Corporation Counsel at 109 East Olive Street, Bloomington, Illinois, 61701. Notice shall be given to Lessee by sending such to John L. Pratt, Pratt and Pratt, P.C., 415 N. Center Street, Bloomington, IL 61701.

20. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the Lessor has caused this instrument to be executed in its corporate name by its Mayor, and its corporate seal attached hereto, and attested by its City Clerk, and the Lessee has hereunto set his hand and seal, all on the day and year first above written.

LESSOR:

The City of Bloomington, Illinois
a municipal corporation

BY: _____
Its Mayor

ATTEST: _____
Its City Clerk

LESSEE:

TTK, L.L.C.

BY: _____

EXHIBIT A

That portion of Section 1, Township 25 North, Range 2 East of the Third Principal Meridian, surrounded by Lot 1, B19, Camp Potawatomie; Lot 1, B18 Camp Potawatomie; Lot 4, B17 Camp Potawatomie, and Sea Level elevation 725 along the shore line of Lake Bloomington the shortest distance between Lot 4, B17 Camp Potawatomie and Lot 1 B19 Camp Potawatomie, in MCLEAN COUNTY, ILLINOIS.



Item 8B.

Analysis of Bids

Pepsi Ice Center Parking Structure

(15 minutes)

To be provided via addendum



FOR COUNCIL: August 25, 2014

SUBJECT: Website Transparency Policy

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Illinois Policy Institute has developed a Ten-Point Transparency Checklist to help provide a “best practices” framework to improve government transparency across the State of Illinois. This Checklist encourages the following information to be provided on a public body’s website: (1) Elected & Administrative Officials: Contact Information; (2) Meeting Information: Calendar (Future) Minutes & Board Packets (Past); (3) Public Records: FOIA submission & FOIA Officer Contact Information; (4) Budgets: General and Special Projects; (5) Financial Audits: Comprehensive Annual Financial Reports; (6) Expenditures: Bills & Payroll; (7) Salary & Benefits: Wages, Salary, Overtime, Health, Dental, Life, Pension, etc.; (8) Contracts: Union, Private Contractors, Vendors, Council Contract; (9) Lobbying: Taxpayer-Funded Lobbying Associations; and (10) Taxes & Fees: Sales, Property, Income, and Miscellaneous Taxes, Non-proprietary in excess of \$25,000.

The City is committed to transparency in the conduct of the public’s business. It should be noted that in 2013, Bloomington was one (1) of only fifty (50) of the nearly 7,000 communities in Illinois to earn the Illinois Policy Institute’s Sunshine Award for outstanding online transparency performance. Upon final audit, Bloomington earned 88.7 points out of 100, an improvement of thirty (30) points over the City’s first audit score, and finished in ninth place overall for web transparency in the State of Illinois.

City staff has modeled a Website Transparency Policy based off the Illinois Policy Institute’s checklist. This Policy was previously reviewed by the Council at a Committee of the Whole meeting at which time there was a desire communicated to have it adopted by Ordinance as opposed by Resolution and to make sure that City staff had sufficient time to implement the changes set forth within the Policy. The Resolution has now been modified into an Ordinance and the Policy itself has been updated to provide further clarification on some of the issues and ensure staff has sufficient time to implement the changes.

As opposed to a September 1, 2014 start date, the Policy now calls for implementation effective October 1, 2014. The new version of the Policy also has a standard five (5) year retention policy for all documents. Clarification within the Policy was also made on the requirement that executed contracts, entered into by the Council on or after October 1, 2014, will be placed on the City’s website. It is staff’s intent that once these contracts are executed by all parties, they will

be scanned and placed in the appropriate folder on the website. Older contracts will be scanned and placed on the website as resources allow. The revised Policy also clarifies that information on construction and building permits and application fees, along with written applications, will be available on the website. Other permits, fees and applications will be added and provided as available.

The transparency portal on the City’s website will be updated as a result of this Policy to coordinate with the ten (10) areas it outlines. Links will be provided under each category to obtain the information described within the Policy. A large majority of the information detailed within the Policy is already on the website and in many cases the City will be exceeding the Policy’s written standards. Staff is hopeful that by adding even more information to the website and clarifying where documents can be found, there will be a reduction in FOIA requests.


COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This Policy was drafted based on recommendations from the Illinois Public Policy Institute.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance Adopting A City Website Transparency Policy

Motion: That the ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE 2014 - ____

**AN ORDINANCE ADOPTING A CITY
WEBSITE TRANSPARENCY POLICY**

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

WHEREAS, the City Council recognizes the importance and the need for an open and transparent government to serve its residents; and

WHEREAS, the Illinois Policy Institute is a “non-partisan research organization dedicated to supporting public policy initiatives for a better Illinois.”

WHEREAS, the Illinois Policy Institute describes itself, “as a leading voice for economic liberty and government accountability, the Institute engages policy makers, opinion leaders and citizens on the state and local level.”

WHEREAS, the Illinois Policy Institute has developed its Ten-Point Transparency Checklist to hold government and elected officials accountable to the taxpaying public. In addition, this checklist will provide a “best practices” framework to improve government transparency across the State of Illinois.

WHEREAS, the Illinois Policy Institute’s Ten Point Checklist is a proactive guideline to ensure that government bodies freely share the identified information with the public.

WHEREAS, the Ten-Point Transparency Checklist includes but is not limited to the following: (1) Elected & Administrative Officials: Contact Information; (2) Meeting Information: Calendar (Future) Minutes & Board Packets (Past); (3) Public Records: FOIA submission & FOIA Officer Contact Information; (4) Budgets: General and Special Projects; (5) Financial Audits: Comprehensive Annual Financial Reports; (6) Expenditures: Bills & Payroll; (7) Salary & Benefits: Wages, Salary, Overtime, Health, Dental, Life, Pension, etc.; (8) Contracts: Union, Private Contractors, Vendors, Council Contract; (9) Lobbying: Taxpayer-Funded Lobbying Associations; and (10) Taxes & Fees: Sales, Property, Income, and Miscellaneous Taxes, Non-proprietary in excess of \$25,000.

WHEREAS, the City Council is committed to transparency in the conduct of the public’s business; and

WHEREAS, utilizing the Illinois Policy Institutes the City Council has developed standards for the City website to provide the public with information in an accountable and transparent manner; and

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

SECTION 1. That the above recitals are hereby incorporated into the body of this Ordinance and restated as though set forth herein.

SECTION 2. The City's Website Transparency Policy, attached hereto and made a part of as Exhibit "A", is hereby adopted by the City Council.

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

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

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

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

PASSED this 25th day of August, 2014.

APPROVED this _____ day of August, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

EXHIBIT A
CITY OF BLOOMINGTON
WEBSITE TRANSPARENCY POLICY

I. Purpose

This policy provides guidance as to how the City presents public information in a transparent and accountable manner, with emphasis on openness, ethics, and fiscal responsibility. This policy is a minimum standard and should not inhibit the dissemination of other public information where appropriate. In many cases, the information contained herein, and more, is already on the City's website and this policy is simply designed to provide a framework and baseline for the documents and information made available electronically. It is further recognized that the City's resources are limited and in some cases compliance may be phased in as set forth within the policy. Finally, the retention dates set forth in this policy refer to recommendations from the Illinois Policy Institute and will be followed to the extent that website space allows.

II. Effective Date

The provisions of this Policy shall be applicable on or after October 1, 2014.

III. Procedures/Guidelines

As part of the commitment of the City to open, transparent and honest government, the City website at www.cityblm.org shall include the following information and documents accessed by a link named "Transparency" on the website homepage.

1. Elected & Administrative Officials.

The City website shall include contact information, including name, department or office, job title, mailing address, facsimile number, telephone number, and an electronic contact method for all elected City Council members. The contact information for the City Manager and each City Department shall also be listed on the website. The website shall finally contain a listing of all other City boards and commissions and the names of the individuals appointed to serve on same.

2. Meeting information

The City website shall comply with the Illinois Open Meetings Act. The City website shall include the annual meeting schedule and monthly calendar for all meetings of the City Council and the City controlled boards and commissions. The website shall also include agendas, packets, minutes, audio and video recordings of all open sessions of City Council meetings. Meeting dates may be changed and meetings may be canceled, subject to the requirements of the Open Meetings Act. The City shall use its best efforts to promptly update the City's website to notify the public of any canceled or rescheduled meetings.

The City Council meeting agendas, packets and minutes shall remain available on the City's website for a minimum of five (5) years after completion of the City Council meeting. Audio

and video recordings of open sessions of City Council meetings shall remain on the City's website for at least one calendar year after completion of the City Council meeting. Once per year, the City Clerk may remove audio and video recordings that have been on the City's website for at least one calendar year as authorized by law. Subsequently, the City Clerk may apply to the Illinois Records Commission for disposal of all audio and video recordings of open sessions that have been removed from the City's website.

Previous City Council meeting packets and minutes shall remain on the City's website for a minimum of five years.

3. Public Records / FOIA Requests

The City website shall include the name, department or office, job title, mailing address, telephone number, and an electronic contact method for all City Freedom of Information Act (FOIA) Officers, along with the mailing address, facsimile number, and electronic submission method for FOIA requests.

4. Budgets

The City website shall include the detailed budget for the current fiscal year, along with the detailed budgets for a minimum of five prior fiscal years. This information is to be listed on the City's website in a user-friendly format (e.g., listed and/or searchable) as possible and/or resources allow.

5. Financial Audits

The City website shall include the City's Annual Audited Financial Reports for a minimum of five years after the City's auditor presents the Audited Financial Report to the City Council. This information is to be listed on the City's website in a user-friendly format (e.g., listed and/or searchable) as possible and/or resources allow.

6. Expenditures

The City website shall include the City's bi-monthly claims reports, which shall include, where applicable, bills processed for all City funds presented within the City's annual financial statements, including bills and payroll applicable to special revenue, debt service, capital project, enterprise, agency and internal service funds (as well as special funds). This shall be in the form of the Bills & Payroll Report. The Report shall be in a searchable format and shall include the name of the payee, the amount of expenditure, and the line item and/or account number. The Bills & Payroll Report will remain on the City's website for a minimum of five years after the City Council has approved the Report.

7. Salary & Benefits

Starting with Fiscal Year 2013, the City website shall display total compensation for each City budgeted position per fiscal year in a searchable format. Each City budgeted position will be

displayed by position and department or office. City paid benefits shall be shown in separate categories, including, total compensation, budgeted salary, clothing allowance, health and dental insurance, life insurance, pension, FICA, and Medicare. In addition, annual vacation days, annual personal and sick days, and annual number of holidays will be shown for each City budgeted position. This information shall be updated as required by law and shall remain available on the City's website for a minimum of five years after the information has been posted on the City's website.

8. Contracts

The City website shall include a copy of all executed vendor contracts in excess of \$25,000 entered into by the City Council on or after October 1, 2014, which shall remain available on the City's website for five years after the contracts have been executed by the parties. Existing agreements or contracts with the City (i.e., those in existence prior to October 1, 2014 and in excess of \$25,000) shall be placed onto the City's website as City staff is able to do so and as resources allow. City staff shall also attempt to categorize the contracts and agreements and make access to said contracts and agreements searchable if resources allow. Those contracts involving proprietary matters and/or information shall not be placed on the City's website.

The City website shall also display the current union contracts for all bargaining units. The union contracts will remain posted on the website until a new union contract is approved and ratified by the bargaining unit and the City Council.

The City website shall also include a section on the City's procurement services, including how to do business with the City and any current request for proposals or bidding opportunities offered by the City.

9. Lobbying

The City Council does not currently have a contract with a certified lobbyist. If the City ever enters into a lobbying contract, it will be posted on the City's website in accordance with Section 8. In addition, the City Council, Elected Officials and multiple departments may have memberships with various associations. Any contracts with those associations will be posted in accordance with Section 8 and payments made to those associations posted in accordance with Section 6.

10. Taxes and Fees

The City website shall contain a section on local tax information. This section shall include information on the City's taxes, including amusement, food and beverage, hotel/motel, motor fuel, packaged liquor, utilities, property and sales tax. This section shall be updated to coincide with any changes to existing local taxes and/or rate changes. Information on the City's construction and building permit and application fees shall also be listed, along with any applicable written application. This information is to be listed on the City's website in a user-friendly format (e.g., listed and/or searchable) as possible and/or resources allow.