

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, August 25, 2014.

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

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

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

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

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

Patricia Marton, 1114 E Grove St., addressed the Council. She continued to research elder abuse. She noted the use of the McLean County Law & Justice Center's Law Library. She had found laws regarding same. These statutes addressed physical and mental abuse. October was National Bullying Prevention Month. Information regarding same should be put on line. There were agencies available to assist individuals. Some were required reporters. She was working with the Neville House. She thanked the Council for their time and support.

Bruce Meeks, 1402 Wright, addressed the Council. 743 days had passed since he had proposed legislation regarding transparency. He expressed his disappointment. He believed that all meetings should be live streamed. The proposed Transparency Ordinance did not address retention. The City could do better. He presented the Council with a proposed Data Set Ordinance. He requested that it be placed on the Council's September 15, 2014 Committee of the Whole meeting. This City needed to change its culture. Any cost to implement the proposed ordinance could be included in the coming year's budget discussion. He thanked the Council for allowing public comment at all of its meetings.

Donna Boelen, 2702 Fox Trot Trail, addressed the Council. She questioned who at the City was responsible for Code Violation enforcement. Someone needed to hold the developer accountable. She questioned if there were consequences and mechanisms in place with a time frame to address same. She cited erosion in the Fox Hollow Subdivision. She believed that this issue had been presented to the developer but nothing had been done in over three (3) years. This erosion could undermine the sewer, sidewalk, street, etc. She

believed that the issue was resident safety. She requested that the City provide information regarding an action plan to address this issue.

Alton Franklin, 508 Patterson Dr., addressed the Council. He cited the underpass for the Grove Subdivision. He thanked Alderman Schmidt for her comments regarding same. He also believed that the developers should be held responsible for same as part of the cost of doing business. He did not understand the developer's position. This was a safety issue. He questioned their concern regarding return on investment. He noted that there were Council members who expressed concern that the developers would build somewhere else.

He also addressed carriage walks. He questioned removal of same. He specifically questioned who and why they had been removed. Concerns had cited the cost of litigation.

Finally, Mr. Franklin requested that Council memorandums include a justification to waive the formal bid process.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He addressed the Grove Subdivision. He complimented Alderman Painter for standing up for the citizens. The underpass was an example of all citizens paying for something that would benefit a select few. The City intended to place the cost of sewer repairs upon low income citizens. The City had contractual obligations. There needed to be a return to reality.

The following was presented:

Oath of Tyler Zimmerman, Firefighter.

Mayor Renner introduced Mike Kimmerling, Fire Chief.

Mike Kimmerling, Fire Chief, addressed the Council. He introduced Tyler Zimmerman, Firefighter. Mr. Zimmerman was from Pontiac and had been raised on a farm. His older brothers were firefighters. Mr. Zimmerman earned his EMT – P, (Emergency Medical Technician – Paramedic), from Heartland Community College. Mr. Zimmerman had completed his probationary period with the City. He had graduated first in his class of thirty (30) from the Fire Academy. Mr. Zimmerman's family was present at this evening's meeting.

Tracey Covert, City Clerk, administer the Oath to Tyler Zimmerman.

The following was presented:

SUBJECT: Gold Level Designation as an Illinois Healthy Worksite Award

RECOMMENDATION/MOTION: Not applicable.

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 criterion 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

Mayor Renner presented the Gold Level Healthy Worksite Award to Tina Swanson, Wellness Coordinator.

David Hales, City Manager, addressed the Council. The City was one (1) of seven (7) employers in the state to receive the Gold Level. He cited Ms. Swanson's efforts and employee participation in the City's wellness programs.

The following was presented:

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

RECOMMENDATION/MOTION: Not applicable.

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 the City 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 eleven (11) jurisdictions receiving the Certificate of Distinction, and one of forty-nine (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. David A. Hales, City Manager, 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 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, Asst. to the City Manager

Recommended by:

David A. Hales
City Manager

Mayor Renner announced the City's receipt of the ICMA Certificate of Distinction Award.

David Hales, City Manager, addressed the Commission. This was an annual award given by the ICMA's Center for Performance Analytics. The City was one (1) of eleven (11) to receive same. He noted Alex McElroy's, Asst. to the City Manager, primary responsibility regarding same. Performance metrics were part of performance measurement. He also cited the efforts of City staff regarding same.

The following was presented:

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:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Lower that the reading of the minutes of the previous Council Proceedings of August 11, 2014 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

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

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment to the 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

Motion by Alderman Fazzini, seconded by Alderman Lower that the Appointment be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Service Contract: 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 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

RESOLUTION NO. 2014 - 39

**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 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(RESOLUTION NO. 2014 – 40 ON FILE IN CLERK’S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Lower 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 adopted and the corresponding Motor Fuel Tax Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 US Mechanical Services, the sole bidder, in the amount of \$64,964.06, the contract be approved, 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 USCC 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/3 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 (1) 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 a lone 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, Asst. 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

**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 it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 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: Tari Renner
Its Mayor

By: _____
Its _____

ATTEST:

By: Tracey Covert
City Clerk

By: _____
Its _____

(EXHIBIT A ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Lower that the bid for replacement of three (3) compressors at the USCC be awarded to US Mechanical Services, the sole bidder, in the amount of \$64,964.06, the contract be approved, the Mayor and City

Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 (RFP) 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 RFP. RFP were due Wednesday, June 25, 2014 by 2:00 p.m. The City received a lone RFP 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 RFP 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 RFP.

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, Asst. 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 by Alderman Fazzini, seconded by Alderman Lower that the lone Proposal be rejected and staff be authorized to negotiate an Agreement with Applied Controls, Inc. for HVAC Controls Services at the USCC.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 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 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 Recreation & Cultural Arts 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

RESOLUTION NO. 2014 - 41**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 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2014 – 90

**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 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Lower 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 adopted, 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 and authorized by law.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 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 \$1,236.93 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

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 memorandum went to Council on August 11, 2014, was approved. 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 Budget. The proposed budget amendment will have the following impact on the three (3) 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 (501000120 - 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

ORDINANCE NO. 2014 – 91

**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 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at 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

ORDINANCE NO. 2014 - 92**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 26th day of August, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 Fire Chief - 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

ORDINANCE NO. 2014 - 93**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 26th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 Fire Chief - 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

ORDINANCE NO. 2014 - 94

**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 26th day of August, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 may be 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 Fire Chief - Administration

August 25, 2014

477

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

ORDINANCE NO. 2014 - 95**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 26th day of August, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 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 Council approves this item.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Members of the public, Illinois Historic Preservation Agency, Council, Committee of the Whole, public works officials from other communities, City Planner and Corporation Counsel.

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

Mayor Renner introduced this item.

Alderman Schmidt addressed this item. She was at a disadvantage as she had not attended the July 21, 2014 Committee of the Whole meeting. She questioned the intention of the encroachment license. She noted that the City was putting the responsibility on the homeowner.

Jeff Jurgens, Corporation Counsel, addressed the Council. He addressed the rationale for the encroachment license. He noted the City's potential liability. The concept, (insurance), addressed hold harmless and indemnification. This could be covered by an individual's homeowner's insurance.

Alderman Schmidt questioned how the City would follow up on same. She specifically cited paperwork. This license would be applied to any successor, (i.e. property sale). Mr. Jurgens responded affirmatively. The encroachment license would remain with the property, (i.e. successor's interest).

Alderman Schmidt expressed her opinion that the process was cumbersome, (i.e. bureaucracy). She questioned what would trigger termination. She was bothered by the details. She perceived retention of carriage walks as a positive.

Mr. Jurgens acknowledged that future removal was an unknown. He cited the impact of the ADA, (American with Disabilities Act). In addition, there might be right of way needs. Carriage walks were located on City property. There were issues, (i.e. how to allow same while minimizing the City's risk).

Alderman Schmidt noted that carriage walks had been in place for over 100 years. She was not comfortable with staff's recommendation. She did not understand the need for a license, indemnification, the cost, the entire process, and what she believed would be an expensive program.

Mayor Renner addressed the issue of balance, (i.e. protect the City versus property owner's responsibility).

Alderman Stearns cited her concerns and/or questions. She echoed Alderman Schmidt's comments. One needed to live in a historic neighborhood to appreciate carriage walks.

Mr. Jurgens restated that carriage walks were personal property constructed in the public right of way.

Jim Karch, Public Works Director, addressed the Council. He compared a carriage walk to a driveway. It was there by permit. The City has rights regarding public property. All property owners do not want a carriage walk.

Alderman Stearns noted that the City had the right to work under a carriage walk.

David Hales, addressed the Council. The City had the right to contract said work.

Alderman Stearns noted that carriage walks had been in place for over 100 years. They were a part of the City. She questioned if the City had been sued regarding a carriage walk. She viewed same as historic, architectural assets. She questioned the City's involvement at this time. She did not believe that there was a liability issue for the City regarding same. A carriage walk was the same as a street and/or sidewalk. Homeowners cannot afford nor understand the City's proposal regarding carriage walks. She was disturbed by this proposal and questioned why the City was taking action at this time. The City needed to take responsibility for carriage walks as they were located in the City's public right of way.

Mayor Renner addressed the cost to the City for maintenance and repair of carriage walks.

Alderman Stearns restated her belief that this was the City's responsibility. Maintenance and repair of carriage walks was not affordable for those on fixed incomes.

Mr. Karch offered to reframe this proposal. He noted the City's past history regarding same. He acknowledged that the maintenance of carriage walks and minimizing City liability was a policy issue. City staff tried to address retention of carriage walks as a property owner's responsibility. The encroachment license would be attached to the property's title. Carriage walks were a private benefit on the public right of way.

Alderman Black questioned the impact of this item failing to pass. He believed that the City's old policy would remain in effect.

Mr. Karch noted that there was no official policy. City staff had removed carriage walks if requested during public improvement projects.

Alderman Black believed that there were criteria in place. Mr. Karch noted that City staff had worked with the City's legal staff to develop the proposal before the Council. Carriage walks have seen a variety of uses over time. A recent use was totter placement for refuse/recycling collection.

Alderman Black acknowledged that he understood Aldermen Schmidt and Stearns' concerns. The City needed to minimize risk/exposure. City staff attempted to address concerns in a fair and equitable way. He believed this proposal represented a fair compromise. He had received a number of telephone calls. Carriage walks were in a variety of conditions. He expressed his support for City staff's recommendation.

Alderman Lower questioned the root of this proposal. This item had been discussed. He cited the level of bureaucracy. He questioned if there were statistics to show the need to address same.

Mr. Jurgens restated that this item was designed to mitigate risk. City staff had not quantified the risk. He cautioned that the risk was there.

Motion by Alderman Fazzini, seconded by Alderman Black 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 Mwilambwe, Painter, Fazzini, and Black.

Nays: Aldermen Stearns, Schmidt, Lower, Sage and Fruin.

Motion failed.

The following was presented:

SUBJECT: Lake Bloomington Marina Lease Agreement with TTK, LLC

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, LLC, 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. Staff has also improved the lease to include appropriate provisions on insurance and indemnification as well as provision to ensure proper management of the property. Staff has 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. Mr. Brady 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 provided to the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

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

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, LLC, 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 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: Tari Renner
Its Mayor

ATTEST:

Tracey Covert
Its City Clerk

LESSEE:

TTK, LLC

BY: _____

EXHIBIT A

(AERIAL PHOTOGRAPH/MAP OF MARINA ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

Jeff Jurgens, Corporation Counsel, noted that the Council had been provided with an aerial map of the property. The marina would be leased to TTK, LLC. Mike Philippi would be the managing partner of the LLC. Mr. Philippi had retained John Pratt as his attorney. The lease had been revised. It would be a long term lease, (ten year lease with two optional five year renewals). The docks were personal property and in need of repair. Some repair work had been completed. Mr. Philippi would pay the City arrearages of \$37,316 on the behalf of the past leasee. He noted Mr. Philippi's planned investment in the property. The City would assume that all slips would be rented. Payment would be made to the City by July 15th of each year. Rental income should increase over time. The key was proper management of the property.

Alderman Stearns questioned the status of the marina and the percentage of slips rented.

Mike Philippi, TTK, LLC's managing partner, addressed the Council. He believed that all sixty-five (65) slips were rented. The Marina was at full occupancy. He restated that repairs were needed.

Alderman Stearns questioned the annual fee. Mr. Philippi stated that the annual rental was \$645. The marina needed improvements. With improvements, it would be fair to raise the rental amount over time.

Alderman Stearns questioned if priority was given to lake lease holders. Mr. Philippi noted that the marina provided access to the lake. At this time, there were no gates. The marina needed to be made safer. The water depth at the marina was fifteen feet (15'). The City would receive a \$37,316 payment from TTK, LLC.

Alderman Stearns noted that the marina was a City asset.

Alderman Fazzini expressed his support for this item. The agreement was fair. Over time marina rental income could increase to \$41,000. The arrearages dated back to 2007.

Mr. Hales stated that failure to make payment was not brought to the attention of the City Administration and Finance Departments and Corporation Counsel Office. There was no infrastructure in place to manage rental property, (i.e. lake leases and marina). He noted Mr. Jurgens' efforts to address this issue. The City needed the resources to manage its assets.

Alderman Fazzini cited arrearages in hotel/motel tax collection. He questioned if there were others. He believed that the City would benefit from the work of an Illinois Wesleyan University student intern.

Mr. Hales responded that he did not know. The City did not have a modern contract administration. The City would need to inventory all of its contracts. There were other pressing day to day operational concerns.

Alderman Lower cited the proposed Transparency Ordinance. The City did not need bureaucracy. The City needed to put the information on line.

Motion by Alderman Schmidt, seconded by Alderman Fazzini 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.

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

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

Nays: None.

Motion carried.

The following was presented:

Analysis of Bids and Approval of Contract for Pepsi Ice Center Parking Structure Repairs – Status Report.

Mayor Renner introduced this item.

David Hales, City Manager, informed the Council that City staff did not have the analysis of bid. There was no award recommendation. He hoped to place this item on the Council's September 8, 2014 meeting agenda. The repairs needed to be completed for a winter reopening of the parking deck. He noted the assistance of Holland and Knight. He expressed concern regarding the spread of bid costs. Bidders were prequalified. Due to the concerns, City staff wanted the opportunity to clarify this project. A third Addendum was issued this day. He hoped for a quick turnaround. Bids would be resubmitted by September 5, 2014. This item might be distributed on Monday, September 8, 2014 as an Addendum or the Council might need to schedule a Special Meeting. He reviewed the Addendum. Concerns addressed liquidated damages, and the time line, as the majority of the work needed to be completed by the end of November. The work required warm weather.

Mayor Renner questioned the impact upon the number of parking spaces.

Mr. Hales informed the Council that 188 parking spaces would be open. The Council would take no action tonight. The goal was to save the City money. The City needed good strong cost estimates for mediation. Mediation was scheduled for the second week of September.

Alderman Fruin requested that City staff change the bid submittal date to September 3, 2014 and that the staff recommendation be provided to the Council by September 5, 2014 for review.

Mr. Hales informed the Council that a prebid meeting was scheduled for Thursday, August 28, 2014. The City needed to provide the vendors with sufficient time. He cited the Labor Day holiday, September 1, 2014.

Alderman Black requested that the information be provided as soon as possible. He added his support for an open process.

Alderman Lower expressed his concern that the City was being rushed into action. This could leave the City open to cost overruns.

Alderman Fazzini cited his visits to six (6) other Central IL cities. Council packets were delivered by their Police Departments on Friday and/or Saturday.

Mayor Renner recommended that the information be emailed to the Council.

Mr. Hales offered to share the bid results on Friday, September 5, 2014. Walker Restoration and City staff would review the bids.

Alderman Sage stressed the importance of doing it right the first time. If a Special Meeting was needed then it should be held. This was a million dollar project. The City had engaged experts. There needed to be a credible review. The Council needed to do what was necessary.

The following was presented:

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

ORDINANCE 2014 - 96

**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 26th 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.

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

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

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

Nays: Alderman Lower.

Motion carried.

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: Mayor Renner announced that Beyond.com had labeled Bloomington as the second best city to find a job.

He also informed those present that the City's Police/Fire Departments softball team defeated the Town of Normal's Police/Fire Departments softball team by a score of 27 to 10.

Brendan Heffner, Police Chief, addressed the Council. This event raised \$600 for the children of St. Jude's. He acknowledged Alderman Fazzini's efforts to organize the event together.

ALDERMEN'S DISCUSSION: Alderman Fazzini noted that the Fire Departments used a "fill the boot" softball game for charity. It was a special night which he hoped would continue annually.

Alderman Stearns cited meetings with Tom Dabareiner, Community Development Director and Frank Koehler, Interim Economic Development Coordinator, regarding making historic neighborhoods productive. These neighborhoods were challenged. The City needed to recognize those who stayed/remained and made their neighborhoods better. She welcomed ideas.

Alderman Lower added that individuals had returned to the City.

He addressed his no vote regarding the Transparency Ordinance. He cited the lack of review regarding the dangerous dogs and noise ordinances. The proposed Transparency Ordinance needed to be refined.

Motion by Alderman Black, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 8:19 p.m.

Motion carried.

Tracey Covert
City Clerk