

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:01 p.m., Monday, August 11, 2014.

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

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

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

Alderman: Karen Schmidt.

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

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

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

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

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

The following was presented:

Oath of Matthew Musson, Firefighter.

Mayor Renner introduced this item.

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

Tracey Covert, City Clerk, administer the oath.

The following was presented:

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

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

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

The following was presented:

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

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of July 28, 2014 and the Special Meeting Minutes of July 7, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of July 28, 2014 and Special Meeting Minutes of July 7, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Fazzini that the reading of the minutes of the previous Council Meeting of July 28, 2014 and the Special Meeting Minutes of July 7, 2014 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on August 7, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

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

The improvement of the rapid rate filters at the Water Treatment Plant has been in the Water Plant Master Plan, (AECOM, September 2007), and has been intended to coincide with the construction of the filter expansion at the Water Treatment Plant. That work is budgeted to occur in FY 2015.

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

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

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

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

This design will be used in the other filters in the new portion of the Water Treatment Plant as they are upgraded in the future. It is expected that the filter upgrades will cost approximately \$250,000 per filter.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Rick Twait, Superintendent of Water Treatment

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 38

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

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

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

ADOPTED this 11th day of August, 2014.

APPROVED this 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Fazzini that the formal bid process be waived, the agreement with AECOM, Inc., Chicago, be approved, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

The total price bid by Stark Excavating exceeds the engineer's estimate by seventy-seven percent (77%). Hanson Engineering's estimate has been provided to the Council. Because there was only one (1) bidder and a large difference between the bid price and engineer's estimate, staff recommends that the bid from Stark Excavating be rejected and the project rebid. The original bid had a completion date at the end of November, by rebidding the project with a construction schedule that extends into winter, with a spring (April/May 2015) completion of the final asphalt wearing surface, staff expects that additional contractors will bid the project which will allow staff to better determine if the City is receiving market prices for the project work.

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

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

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

Respectfully submitted for Council consideration.

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

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On March 19, 2014, the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2014. Expired contracts have been placed on the City's website. A draft of the new Collective Bargaining Agreement has been provided to the Council. On July 22, 2014, the parties reached Tentative Agreement on the issues listed below. The Union ratified the Tentative Agreement on July 31, 2014.

Leave Time

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

Wages and Benefits

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

Miscellaneous Items

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

Term of Agreement

- Two (2) year Agreement.

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Paulette Hurd, Chief Accountant

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Brian D. Jones, Sorling Northrup Attorney

Review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

AGREEMENT OF MUTUAL RELEASE

This AGREEMENT OF MUTUAL RELEASE ("AGREEMENT") is made and entered into this 2nd day of September, 2014, between David K. Stark ("Stark"), Stark Excavating, Inc., an Illinois Corporation ("Stark Excavating"), and the City of Bloomington ("City") (collectively, "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this 28th day of August, 2014.

David K. Stark, Individually

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

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

Given under my hand this 28th day of August, 2014.

Robert J. Lenz
Notary Public

EXECUTED this 28th day of August, 2014.

STARK EXCAVATING, INC

By: David K. Stark
Its: President

STATE OF ILLINOIS)
) SS.
 COUNTY OF MCLEAN)

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

Given under my hand and Notarial Seal this 28th day of August, 2014.

Robert J. Lenz
 Notary Public

EXECUTED this 2nd day of September, 2014.

THE CITY OF BLOOMINGTON

By: David A. Hales
 Its: City Manager

STATE OF ILLINOIS)
) SS.
 COUNTY OF MCLEAN)

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

Given under my hand and Notarial Seal this 2nd day of September, 2014.

Tracey M. Sullivan-Covert
 Notary Public

LEASE OF VACANT LAND

THIS AGREEMENT made this 2nd day of September, 2014, by and between CITYOF BLOOMINGTON, a Municipal Corporation, of McLean County, Illinois, hereinafter "Lessor", and STARK EXCAVATING, INC., an Illinois Corporation, of Bloomington, McLean County, Illinois, hereinafter "Lessee"

WITNESSETH:

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

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

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

CITY OF BLOOMINGTON,
A Municipal Corporation, Lessor,

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

By David A. Hales
Its City Manager

By David K. Stark
Its President

(AGREEMENT OF MUTUAL RELEASE CITES FOUR EXHIBITS. EXHIBIT 4 LEASE OF VACANT LAND IS PROVIDED. EXHIBITS 1 THROUGH 3 REFERENCE THE

ANNEXATION AGREEMENT APPROVED BY THE COUNCIL ON MARCH 22, 1999. IT IS RECORDED DOCUMENT NO. 2000 – 18144.)

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 85

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

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

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

WHEREAS, to allow possession of alcohol at this event, Section 26(d) of Chapter 6 of the Bloomington City Code prohibiting the possession of open containers of alcohol on public property and Section 701 of Chapter 31 of the Bloomington City Code prohibiting alcohol within Miller Park Zoo and Pavilion, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code, 1960, as amended, are suspended on the following dates during the following hours: September 6, 2014 between 4:00 o'clock p.m. and 10:00 o'clock p.m. for Miller Park Zoo and Pavilion. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d) and Section 701.

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

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

PASSED this 11th day of August, 2014.

APPROVED this 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the Bloomington Normal Jaycees Bruegala event on August 22 and 23, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 86**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING BLOOMINGTON NORMAL JAYCEES BRUEGALA ON AUGUST 22 AND 23, 2014 AT THE BLOOMINGTON CENTER FOR THE PERFORMING ARTS**

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

WHEREAS, Bloomington Normal Jaycees requested permission to allow sales and consumption of beer and wine during the event on Mulberry and East St. between Locust St. and Prairie St.; and

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

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: August 22, 2014 between 4:00 o'clock p.m. until 12:30 o'clock a.m. and August 23, 2014 from 12 o'clock p.m. until 11:59 o'clock p.m. for Mulberry and East St. between Locust St. and Prairie St. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

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

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

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

PASSED this 11th day of August, 2014.

APPROVED this 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by:

Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING TEXT AMENDMENT

State of Illinois)
) ss.
 County of McLean)

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

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

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

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

Respectively Submitted:

By: Frank Koelher
 Interim Director of PACE

ORDINANCE NO. 2014 - 87

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

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

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

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

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

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

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

PASSED this 11th day of August, 2014

APPROVED this 12th day of August, 2014

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT “A”
TEXT AMENDMENT**

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

“SENIOR HOUSING:

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

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

1. Section 3 – Institutional Uses:

Delete:

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

Insert:

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

2. Section 4 - Residential Uses

Insert the following:

“(f) Senior Housing:

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

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

Gallagher presented themselves as unique among the proposers in several ways. They were the only firm to describe their capability of offering multilingual employee communications options. Gallagher's policy is to provide "complete disclosure of all forms of compensation" and they

prefer to work on a flat fee basis because they are committed to being a full advocate for their client. Gallagher routinely provides performance guarantees and proposed putting ten percent (10%) of their annual fee at risk based on the City's "subjective and/or objective evaluation" of their performance. They were also the only firm to say that they would negotiate a performance guarantee with every benefit vendor.

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

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

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

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

Six (6) responses to the RFP were received. These came from Gallagher; Benefit Planning Associates; Clemens Insurance; CBIZ Benefits and Insurance Services; Holmes Murphy; and R.W. Troxel & Company. Three (3) staff members, one (1) from Finance and two (2) from Human Resources reviewed the RFP which were evaluated on cost, price transparency and scope. Responses were evaluated on company structure and philosophy; service team breadth, experience and expertise; references and experience with municipal benefits in Illinois; availability and quality of client support services; ability to provide in depth assistance with benefit financial planning and cost containment; the intended approach to new client implementation; the overall ability to provide breadth, depth and expertise of consulting services and available resources to do so; and the firm's approach to providing administrative support services.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Procurement Manager and Finance Director. Public notice of the RFP was placed in The Pantagraph on June

26, 2014 and on the City's website from June 26th to July 17th. Twenty (20) firms requested the RFP packet. Six (6) RFP responses were received by or on the deadline of July 17, 2014.

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

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, Compensation and Benefit Manager

Reviewed by: Emily Bell, Director of Human Resources

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

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Frank Koehler, Int. Economic Development Coordinator

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

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 84

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

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 11th day of August, 2014.

APPROVED the 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

AGREEMENT TO PURCHASE

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

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

Section 1. Down Payment, Price and Terms:

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

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

Section 2. Method of Payment:

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

Section 3. Closing:

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

Section 4. Closing Costs:

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

Section 5. Conveyance:

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

Section 6. Items Included or Excluded:

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

Section 7. Title Evidence:

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

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

Section 8. Survey:

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

Section 9. Inspection:

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

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

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

Section 10. Performance:

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

Section 11. Environmental Matters:

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

Section 12. Prorations, Taxes and Assessments:

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

Section 13. Risk of Loss:

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

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

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

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

Section 15. Operations on the Property:

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

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

Section 16. Buyer's Representations and Warranties:

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

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

Section 17. Brokers:

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

Section 18. Default:

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

Section 19. General Conditions and Stipulations:

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

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

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

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

BUYER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: _____
Tari R. Renner, Mayor

Attest: _____
Tracey Covert, City Clerk

SELLER:

SUGAR CREEK PACKING CO.

By: _____

Attest: _____

EXHIBIT A

Tract No. 1:

Lot 2 and 7 feet off the entire South side of Lot 1, all in Block 2 in Flagg’s First Addition to Bloomington, being a Subdivision of part of the Southeast ¼ and part of the Southwest ¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 2:

Lot 1 in Block 2 in Flagg’s First Addition to the City of Bloomington (except 7 feet off the entire South side thereof), being a part of the Southeast ¼ and part of the Southwest ¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1858 in Book 34 of Deeds, page 67 and re-recorded in Plat Book 3, page 122, in McLean County, Illinois.

Tract No. 3:

A tract of land described as follows: Commencing on the East side of Albert Street (now East Street) in the City of Bloomington, 543.50 feet South of Olive Street (formerly Charles Street); thence East 128 feet; thence South to the North line extended East of Lot 1 in Block 2 in Flagg’s First Addition to the City of Bloomington; thence West to the East line of Albert Street (now East Street); thence North to the place of beginning, being part of Lot 29 in the Southeast ¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

Mayor Renner introduced this item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alderman Stearns questioned asbestos. Mr. Koehler responded negatively.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nays: Aldermen Stearns, Lower and Black

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: Presentation only.

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

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

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

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

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

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

Key components of the Consolidated Plan include:

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

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

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

Review of the Purpose of the CDBG Program:

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Code Enforcement Division Manager

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Discussion only:

David A. Hales
City Manager

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

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

key informant meetings were held in the fall 2013. The report was disseminated in May 2014. It had been a long process.

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

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

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

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

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

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

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

Alderman Lower questioned the impact of federal regulation upon the City. Ms. Walker noted that CDBG was an entitlement grant. HUD determined the formula. Currently, there were two (2) staff members. The Community Development Division addressed affordable housing, subsidized decentralized housing, etc. She cited mixed residential as an example. Habitat for Humanity was already doing same.

Alderman Mwilambwe questioned methodology and requested clarification. He cited the minority statistics as the responses were low. He questioned how to respond to needs. Ms. Aune agreed this was challenging. More in depth research was needed. She cited focus groups.

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

The following was presented:

SUBJECT: Downtown Streetscape Lighting Master Plan

RECOMMENDATION/MOTION: Presentation only.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; 2a. Better quality roads and sidewalks; 5b. City decisions consistent with plans and policies; 5e. More attractive City: commercial areas and neighborhoods; 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; and 6c. Downtown becoming a community and regional destination.

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

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

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

1. Review the existing lighting installations in the Downtown areas, including the City's conceptual lighting layout.

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

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

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

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

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

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

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

FINANCIAL IMPACT: This memo would not have any financial impact at this time as it is only consideration of adopting the Downtown Streetscape Lighting Master Plan. The work identified in the Downtown Streetscape Lighting Master Plan is estimated at \$8.5 million in current dollars. The cost estimates are broken down into seventy-seven (77) one (1) block segments. This allows logical groupings of individual blocks to be combined into smaller contracts which would be more manageable. To accomplish this work over a ten (10) year period would require budgeting at least \$850,000 per year. The amounts would need to be increased annually to account for inflation.

Respectfully submitted for Council consideration.

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Discussion only:

David A. Hales
City Manager

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

Bob Kohlhasse, Farnsworth Group's Project Manager, addressed the Council. He planned to present a broad overview. The Downtown Streetscape Lighting Master Plan was a complex report. The presentation would provide a foundation. The report provided a plan with preliminary engineering. He noted the plan's boundaries. There were various blocks in the Downtown with existing streetscape, (eight/8 blocks). The plan addressed outward growth. He noted that there were catalysts. The Courthouse square was streetscaped in 2003. In 2007, the City addressed the 100 block of N. Main St. He cautioned that streetscaping involved more than lighting. In 2009, the City addressed the Main & Monroe St. project. This project included vault mitigation, sidewalk replacement, decorative trees and decorative lights. He noted that vaults were a barrier. In 2012, the City addressed the 600 block of N. Main St. In 2013, the City staff prepared a five (5) year capital improvements report regarding Downtown Streetscape Master Plan.

Mr. Kohlhasse acknowledged the community's input. He noted the following: City staff, Downtown Bloomington Association, Downtown Property Owners, Downtown Bar Owners Association, Beautification Committee, and McLean County Museum of History. He cited the number of public meetings. Seven (7) public meetings were held. The Farnsworth Group hosted two (2) public meetings. The Farnsworth Group assigned ten (10) staff members to this project. He recognized Justin Gandi, Civil Engineer, Jeff Gastel, Civil Engineer, and Jeff Martin, Landscape Architect, who were in attendance at the meeting.

Mr. Kohlhasse cited the report's Table of Contents. It was broken into nine (9) sections. The report addressed seventy-eight (78) street segments with estimated costs. The report addressed streetscape lighting design objectives. Mr. Kohlhasse addressed the following: identity, safety, history, welcoming, increased business, identify special area,

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

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

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

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

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

The following was presented:

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

RECOMMENDATION/MOTION: Presentation only.

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

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

BACKGROUND: On February 10, 2013, the Council entered into an agreement with the EAC joining the Town of Normal in a Local Government Operations and Community Scale Emissions Inventory. The agreement expired February 9, 2014 with the completion of the inventory assessment. As per the agreement, the City and the Town contributed \$5,000 as a one (1) time payment to the EAC to perform the inventory.

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

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

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

Respectfully submitted for Council consideration.

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

Discussion only:

David A. Hales
City Manager

Mayor Renner introduced this item.

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

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

The starting point was to determine the baseline inventory. This was set in 2008. This year laid the foundation for future inventories. It also was the earliest year with the most complete data. It allowed for data tracking of program's progress. The weather in 2008 was similar to average climate. Mr. Brown acknowledged a number of data sources:

City and Town staff; Ameren, Corn Belt Energy and Nicor, (utility providers); MCRPC, Connect Transit and Amtrak, (transportation); EAC, (solid waste); and BNWRD, (wastewater).

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

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

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

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

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

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

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

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

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

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

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

The following was presented:

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

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

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

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

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

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

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

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

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

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

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

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

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

Drop in quality of service: A second issue is quality of service. 1.) among the bulk crews assigned to refuse, the end loader operators emptied refuse into dump trucks. The dump trucks were driven to the landfill and an unacceptable amount of refuse flew out of the truck during the drive. 2.) not collecting on the holiday meant some people ran out of cart space on the very occasions – a holiday – when they needed maximum capacity because they hosted events at their

homes. 3.) the entire City bulk and brush collection was delayed because all Solid Waste crews were collecting refuse and recycling. 4.) the drop-off center was closed for the day.

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

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

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

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

Summary: Implications of no collection on holidays.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 88**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 21, SECTIONS 300.6 and 600.3**

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

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

SEC. 300.6 HOLIDAY COLLECTION.

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

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

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

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

SEC. 600.3 HOLIDAY COLLECTION.

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

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

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

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

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

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

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

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

PASSED this 11th day of August, 2014.

APPROVED this 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2014 – 89**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2015**

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 11th day of August, 2014.

APPROVED the 12th day of August, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

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

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

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

Alderman Stearns stated that the City's refuse collection crews were skeptical. She questioned if City staff anticipated the use of bulk equipment/vehicles for refuse collection. Mr. Karch informed the Council that Public Works used every piece of available equipment.

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

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

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

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

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

Nays: None.

Motion carried.

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

MAYOR'S DISCUSSION: Mayor Renner thanked Alderman Black for handling the Mayoral Open House on August 8, 2014. He also thanked Alderman Schmidt for attending the Rt. 66 Visitor's Center's groundbreaking ceremony.

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

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

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

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

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

Motion carried.

**Tracey Covert
City Clerk**