

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, December 15, 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, Diana Hauman, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

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

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

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He had reviewed the six (6) month financial report handouts. He noted that revenues were down but expenses were up. His social security payments would only increase by 1.25%. He also received a Caterpillar pension which had not seen an increase in fifteen (15) years. He believed that there would be issues with the upcoming budget. He encouraged the Council to remember those on fixed incomes. He cited a recent email. He also addressed the Debrazza Monkey Exhibit at the Miller Park Zoo. A state grant would fund this exhibit.

Diane Benjamin, 27248 E 1100 N Rd., Ellsworth, addressed the Council. She addressed accurate comments. She had received paperwork this day. There was a court date scheduled, December 23, 2014. She questioned the loan to a City employee. She encouraged those present to visit her website. She had received a denial regarding her FOIA, (Freedom of Information Act), request for US Cellular Coliseum records. She believed that Jeff Jurgens, Corporation Counsel, was working on same. She read an email from Alderman Painter to Nora Durkowitz, Communication Manager, which she had received in response to a FOIA request. She believed that laws mattered.

Alton Franklin, 508 Patterson Dr., addressed the Council. He believed that he had addressed issues in a mature way. He cited a recent Pantagraph editorial. He would not apologize for his comments. Personal attacks would not work. Citizens should not be mocked. He did not like the Council's behavior. Issues needed to be addressed. He noted his attendance at Council meetings over the past four (4) years. He had been the subject of an attack.

Josh Schmidgall, 2212 Beacon Ct., addressed the Council. He was a concerned citizen. He was employed by 92.9 radio. He expressed his opinion that refuse fees were too high. He cited government waste. The Council's actions would not be tolerated as citizens were tired.

John Brant, 2004 Trotter Ln., addressed the Council. He complimented the Council. He noted that no two (2) individuals thought alike. Differing viewpoints have enhanced the City. He hoped that Public Comment would be positive and polite in 2015. Individuals should volunteer to assist the City. The City was a \$100 million business. The Council had done a wonderful job. At times, there needed to be an agreement to disagree. In the end, the final vote benefited the citizens. He enjoyed attending the Council meetings. The citizens were better off due to the Council's efforts. He recommended that in 2015 criticism should be left at home.

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 December 11, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive Formal Bid Process and Authorize the Purchase of GE LED Pedestrian Countdown Traffic Signals

RECOMMENDATION/MOTION: Recommend that the formal bid process be waived, the purchase of GE LED pedestrian countdown traffic signals from Traffic Control Corporation be approved, in an amount up to \$20,000, the Procurement Manager be authorized to issue a Purchase Order for the same, and the Resolution adopted.

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

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

BACKGROUND: In recent years the City has been installing LED pedestrian countdown traffic signals, with a focus on the Downtown area. The utilization of the pedestrian countdown heads improves the understanding of intersection operations for pedestrians utilizing intersection crosswalks. This increase in understanding improves safety and operations of the intersection. Staff desires to continue the upgrade of existing intersections to include the use of pedestrian countdown traffic signals.

Intersections where these countdown heads will be installed include – Oakland Ave./Regency Dr., Oakland Ave./Four Seasons Rd., Oakland Ave./Hannah St., Oakland Ave./Bunn St., Madison St./Front St., Madison St./Washington St., Madison St./Jefferson St., Oakland Ave./Center St., Oakland Ave./Main St., Clearwater Dr./Airport Rd., Locust St./Bloomington Junior High School, Empire St./Main St., Empire St./Center St., Clinton St./Grove St., Clinton St./Washington St., and Airport Rd./General Electric Rd. Extra stock components will also be ordered to install at additional intersections in the future.

Two (2) manufacturers, GE and Dialight, produced these specific traffic signal components that are compatible with the City's existing traffic signal system. Quotations from both Traffic Control Corporation for GE components and from Brown Traffic Products, Inc. for Dialight components were obtained.

Traffic Control Corporation is the sole source distributor for GE components in the region while Brown Traffic Products, Inc. is the sole source distributor of Dialight components in the region. City staff evaluated the two (2) quotations and determined that the GE components from Traffic Control Corporation were lower in cost. The purchase of the pedestrian countdown traffic signals would be through Traffic Control Corporation. It is anticipated that City staff will perform the labor associated with these replacements.

In accordance with the City/IDOT, (IL Department of Transportation), traffic signal maintenance agreement, IDOT will reimburse the City for a portion of the components and labor associated with the replacements and upgrades outlined within this memorandum. The reimbursement percentage varies by intersection and will be invoiced to IDOT by City staff upon completion of the work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT.

FINANCIAL IMPACT: The traffic control components are located in the FY 2015 Budget in Engineering Administration – Contracted Traffic Signals account (10016210 - 70662). Stakeholders can locate this in the FY 2015 Adopted Budget Book titled “Budget Overview & General Fund” on page 357.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 65

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF GE LED PEDESTRIAN COUNTDOWN
TRAFFIC SIGNALS FOR THE PUBLIC WORKS DEPARTMENT FROM TRAFFIC
CONTROL CORPORATION AT A PURCHASE PRICE UP TO \$20,000**

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase GE LED Pedestrian Countdown Traffic Signals at a Purchase Price of up to \$20,000.

ADOPTED this 15th day of December, 2014.

APPROVED this 16th day of December, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the formal bid process be waived, the purchase of GE LED pedestrian countdown traffic signals from Traffic Control Corporation be approved, in an amount up to \$20,000, the Procurement Manager be authorized to issue a Purchase Order and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive Formal Bid Process and Authorize the Purchase of GE LED Traffic Signals

RECOMMENDATION/MOTION: Recommend that the formal bid process be waived, the purchase of GE LED traffic signal red, yellow and green balls and arrows from Traffic Control Corporation be approved, in an amount up to \$10,000, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

BACKGROUND: Existing traffic signal red, yellow and green balls and arrows are failing at multiple intersections within the City. The purchase of these balls and arrows will allow the failing indicators to be replaced at the following intersections – Lincoln Ave./Hershey Rd., Oakland Ave./Hershey Rd., Hamilton Rd./Merna Ln., Hamilton Rd./Morrissey Dr., Hamilton Rd./Mercer Ave., Four Seasons Rd./Oakland Ave., Oakland Ave./Regency Dr., and Oakland Ave./Bunn St. Extra stock components will also be ordered to replace future failing indicators.

Two (2) manufacturers, GE and Dialight, produce these specific traffic signal components that are compatible with the City's existing traffic signal system. Quotations from both Traffic Control Corporation for GE components and from Brown Traffic Products, Inc. for Dialight components were obtained.

Traffic Control Corporation is the sole source distributor for GE components in the region while Brown Traffic Products, Inc. is the sole source distributor of Dialight components in the region. City staff evaluated the two (2) quotations and determined that the GE components from Traffic Control Corporation were lower in cost. The purchase of the traffic signal red, yellow and green balls and arrows would be through Traffic Control Corporation. It is anticipated that City staff will perform the labor associated with these replacements.

In accordance with the City/Illinois Department of Transportation (IDOT), traffic signal maintenance agreement, IDOT will reimburse the City for a portion of the components and labor associated with the replacements and upgrades outlined within this memorandum. The reimbursement percentage varies by intersection and will be invoiced to IDOT by City staff upon completion of the work.

One (1) issue that occurs with LED traffic signals is the occasional build-up of snow during certain weather patterns. LED traffic signals do not generate enough heat to prevent build-up of snow when the snow is wet and the wind is strong. This is an issue seen across the Midwest. The City tried a pilot program last year to use a shield for these types of situations. It did not

perform well. This year the City is coordinating with the Illinois State University's Physics Department to see if there are any other alternate solutions for this problem moving forward.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT.

FINANCIAL IMPACT: The traffic control components are located in the FY 2015 Budget in Engineering Administration – Contracted Traffic Signals account (10016210 - 70662). Stakeholders can locate this in the FY 2015 Adopted Budget Book titled “Budget Overview & General Fund” on page 357.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 66

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF GE LED TRAFFIC SIGNALS FOR THE
PUBLIC WORKS DEPARTMENT FROM TRAFFIC CONTROL CORPORATION AT
A PURCHASE PRICE UP TO \$10,000**

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase GE LED Traffic Signals at a Purchase Price of up to \$10,000.

ADOPTED this 15th day of December, 2014.

APPROVED this 16th day of December, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the formal bid process be waived, the purchase of GE LED traffic signal red, yellow and green balls and arrows from Traffic Control Corporation be approved, in an amount up to \$10,000, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive Formal Bid Process and Authorize the Purchase of Iteris Traffic Signal Components

RECOMMENDATION/MOTION: Recommend that the formal bid process be waived, the purchase of twenty-eight (28) Iteris video detection cameras, seven (7) Iteris VRACKTS2 position rack systems, and seven (7) Iteris Edgeconnect communication modules from Brown Traffic Products, Inc. be approved, in the amount of \$103,740, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

BACKGROUND: All of the traffic signal components discussed in this council memorandum are replacing existing components. The signal components are at the end of their useful life and need to be replaced as part of a standard maintenance program.

Existing video detection systems at several intersections within the City are starting to fail. This equipment is past its expected useful life. These video detection system failures are reducing traffic operational efficiencies at the intersections of Veterans Pkwy./College Ave., College Ave./Susan Dr., Veterans Pkwy./General Electric Rd., IAA Dr./Vernon Ave., Veterans Pkwy./Clearwater Ave., and Washington St./St Joseph Dr. The video detection systems at these locations, as well as provide one (1) future installation, will be replaced with the Iteris video detection cameras, position rack systems and communication modules.

Installation of Iteris video detection cameras, position rack systems and communication modules from Brown Traffic Products, Inc. will remedy the issues. Iteris video detection systems match existing components within the City's traffic detection network and are preferred by the Illinois Department of Transportation, (IDOT). Utilizing standard components allows standardization of the system, interchangeability of components, and compatibility with IDOT.

Brown Traffic Products, Inc. is the sole source distributor of Iteris video detection components in the region. It is anticipated that City staff will perform the labor associated with these replacements.

In accordance with the City/IDOT traffic signal maintenance agreement, IDOT will reimburse the City for a portion of the components and labor associated with the replacements and upgrades outlined within this memorandum. The reimbursement percentage varies by intersection and will be invoiced to IDOT by City staff upon completion of the work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT.

FINANCIAL IMPACT: The traffic control components are appropriated in the FY 2015 Budget in Engineering Administration – Contracted Traffic Signals account (10016210 - 70662). Stakeholders can locate this in the FY 2015 Adopted Budget Book titled “Budget Overview & General Fund” on page 357.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE , City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 67

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF ITERIS VIDEO DETECTION COMPONENTS
FOR THE PUBLIC WORKS DEPARTMENT FROM BROWN TRAFFIC PRODUCTS,
INC. AT A PURCHASE PRICE OF \$103,740**

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

1. That the bidding process be waived and the Procurement Manger be authorized to Purchase Iteris Video Detection Components at a Purchase Price of \$103,740.

ADOPTED this 15th day of December, 2014.

APPROVED this 16th day of December, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the formal bid process be waived, the purchase of twenty-eight (28) Iteris video detection cameras, seven (7) Iteris VRACKTS2 position rack systems, and sever (7) Iteris Edgeconnect communication modules from Brown Traffic Products, Inc. be approved, in the amount of \$103,740, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Request for Proposal for Upgrade HVAC Controls at Headquarters Fire Station, (RFP #2015 - 48)

RECOMMENDATION/MOTION: Recommend that the RFP for Upgrade HVAC Controls at Headquarters Fire Station be awarded to Comtech Holdings, Inc., Mackinaw, IL, in the amount of \$30,660, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The City issued a RFP for the purpose of upgrading the existing, original HVAC controls at the Headquarters Fire Station. This station is staffed daily by nine (9) Firefighters who work twenty-four (24) hour shifts as well as housing the administrative staff on the lower level. Due to the age of the original HVAC controls, (1973), and the changed floor plan it has become extremely difficult to maintain a comfortable working environment. Depending on the season; the lower level is cold while the upper level is very warm or vice-versa. By replacing the existing controls and balancing the system the Fire Department will be able to improve the conditions for fire suppression/EMS, (Emergency Medical Services), and administrative personnel.

On the deadline of November 26, 2014, at 11:00 AM, the City had received three (3) proposals:

Company	City	Price
Comtech Holdings, Inc.	Mackinaw, IL	\$30,660
Johnson Controls	East Peoria, IL	\$42,893
Mid Illinois Mechanical	Bloomington, IL	\$73,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The RFP was advertised in The Pantagraph on November 4, 2014. A list of plan holders was provided to the Council.

FINANCIAL IMPACT: The Fire Department budgeted funds for this project in the FY 2015 Fire – Other Miscellaneous Expense account (10015210 - 79990). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 273.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Les Siron, Interim Fire Chief

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the RFP for Upgrade HVAC Controls at Headquarters Fire Station be awarded to Comtech Holdings, Inc., Mackinaw, IL, in the amount of \$30,660, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Amendment to Lease with Connect Transit of Storage Facility commonly Known as the Bus Barn

RECOMMENDATION/MOTION: Recommend that the modified agreement with Connect Transit for lease of storage facility, 104 - 106 E. Oakland Ave., for \$62,178.50 per year, (\$5,226.54 per month), be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On July 28, 2014, the Council approved a three (3) year lease with Connect Transit for use of its former bus depot at 104 - 106 E. Oakland Ave. The lease for the Bus Barn, as it is known, gave the City the option to discontinue the lease after providing six (6) months' notice. It included no opt-out clause to Connect.

Public Works began using the facility in fall 2012. Connect generously allowed its use at no cost while it tried to sell the property. The arrangement was temporary. In 2014, Connect, still unable to sell the property, cited its fiduciary duty to capture potential revenue from the site and offered it for lease to the City, which was not interested in its purchase.

The Bus Barn provides vital storage for Public Works. The facility provides an essential staging area for weather sheltered snow removal equipment in preparation for snow/ice events, and it provides needed storage for recycling and garbage carts. For snow response, the Bus Barn allows Public Works to pre-load dump trucks with salt so that the equipment can be readily dispatched to the streets, rather than enduring delays while the trucks are loaded single file at the salt dome. The Council and staff agreed that Public Works should look for medium term and long-term alternatives to the Bus Barn and Public Works staff in undertaking that task.

Recently, Connect Transit informed the City that it must modify the lease agreement. Due to the fact that it receives federal funds, Connect must obtain concurrence from the Federal Transit Administration (FTA). FTA insists that, under the lease, Connect Transit be able to sell the property and turn over the property to a new owner within ninety (90) days. Connect and the City's legal staff agreed that failure to include an opt-out clause for the owner, (Connect), was an oversight, especially given the City was granted an opt-out clause in the original lease. Legal staffs from the City and Connect have reviewed the modified agreement and both believe the new section in the agreement, Section 15. Termination is fair and reasonable. Staff, therefore, recommends approval of the modified agreement.

To staff's knowledge, no sale of the Bus Barn is imminent. However, if a sale were to commence immediately, the City would still have use of the facility through the heavy snow months.

In addition, there has been no work done on the roof of the Bus Barn and no work is anticipated in the near future since this facility is used for equipment storage and not office usage.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The lease is funded through the General Fund budget expenditures in Public Works Administration - Lease (10016110 - 70425). A budget amendment was approved by the Council on July 28, 2014 to appropriate funds for this expenditure in FY 2015. This expense is also included in the FY 2016 Proposed Budget.

Respectfully submitted for Council consideration.

Prepared by:

Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, P.E. CFM, Director of Public Works
Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

CONNECT TRANSIT COMMERCIAL LEASE AGREEMENT

This Lease Agreement is entered into as of _____, 20___, by and between Connect Transit, (“Landlord”) and City of Bloomington. (“Tenant”).

Upon the terms and subject to the conditions hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord, the real property described in attached Exhibit “A”, which Exhibit “A” is incorporated herein by this reference, together with all improvements now hereafter located thereon and all appurtenances and privileges related thereto, all of which area is hereinafter referred to as the “Premises.”

Section 1. Lease Term. The lease term shall be for three years and shall commence on _____, and shall terminate on _____. Notwithstanding the above, Tenant reserves the right to terminate this Lease upon six months written notice to Landlord.

Section 2. Rent. The annual rent for the lease term shall be \$62,718.50, payable in equal monthly installments of \$5,226.54, each, in advance of the first day of each calendar month throughout the lease term. Tenant shall pay the first and last month’s rent to Landlord at the time of the parties’ execution of the Lease. If the lease term commences on a day other than the first day of a calendar month, the first month’s rent shall be adjusted accordingly. Rent payments shall be mailed or delivered to Landlord at _(insert address)_____.

Section 3. Use of the Premises. Tenant’s use of the premises shall be in a lawful, careful, safe, and proper manner, Tenant shall carefully preserve, protect, control and guard the same from damage.

Section 4. Taxes and Assessments. Property is currently exempt from Real Estate taxes. Tenant agrees to be responsible for payment of any Real Estate taxes assessed due to Tenant use and occupancy of the property. Tenant agrees to pay any and all special assessments during Tenants occupancy of the property.

Section 5. Utilities. Tenant shall promptly pay or cause to be paid all charges incurred for all utility services furnished to the Premises, including without limitation, telephone service, sanitary sewer, water, natural gas, and electricity. Tenant shall also provide all replacement light bulbs and tubes and pay for all maintenance of all utilities during the lease term and any extension thereof.

Section 6. Compliance with Laws. If any law, ordinance, order, rule or regulation is passed or enacted by any governmental agency or department having jurisdiction over the Premises or Tenant's use of the same which requires Tenant to modify or alter its operations or use of the Premises, this Lease shall in no way be affected and Tenant shall at its sole cost and expense, promptly comply with such law, ordinance, order, rule, or regulation.

Section 7. Maintenance and Repair. Subject to provisions of Section 11, below, relating to destruction of or damage to the Premises, and Section 12, below, relating to condemnation of the Premises, Tenant shall, at its sole cost and expense, keep and maintain the interior of the Premises, including without limitation, the operational parts (cooling, heating, air conditioning, plumbing equipment and fixtures), floors, doors, toilets, light replacement, etc.), and all other elements or systems of the interior of the Premises, in a condition and repair similar to its original condition and repair, reasonable wear and tear expected. Tenant shall further be responsible for all snow and ice removal from sidewalks and parking areas on the Premises. \Replacement and repair parts, materials, and equipment used by Tenant to fulfill its obligations hereunder shall be quality equivalent to those initially installed within the Premises. \All repair and maintenance work shall be done in accordance with the then existing federal, state, and local laws, regulations and ordinances pertaining thereto. Landlord shall perform maintenance and repair of the structural components of the Premises, including without limitation, the roof, exterior, foundation, and paving of the Premises. Notwithstanding the above, Landlord shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of Tenant, its employees, agents or invitees. Landlord, at its sole cost and expense, shall maintain and repair all fuel storage tanks and fuel pumps on the Premises. Landlord shall indemnify Tenant for any and all damage, investigation, fine or other finding against Tenant caused by leaking or faulty fuel storage tanks or fuel pumps.

Section 8. Indemnity and Insurance. Tenant shall indemnify Landlord for, defend Landlord against, and save Landlord harmless from any liability, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, occupancy, possession, or unoccupancy of the Premises by Tenant or Tenant's employees, agents, licensees, invitees or guests or to any property of such persons. Landlord shall not be responsible or liable for loss or damage to the contents of any improvements on the Premises, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused, unless such loss or damage is caused by the negligence or intentional acts of Landlord, its agents or employees

At its sole cost and expense, Tenant shall obtain and thereafter maintain in full force and effect, at all times during the lease term and any extension thereof, the following insurance with respect to the Premises:

- (a) comprehensive public liability insurance having limits of not less than \$1,000,000 for bodily injury or death to one person, \$1,000,000 for bodily injuries or death arising out of one occurrence, and \$500,000 for property damage;
- (b) fire and extended coverage insurance in an amount equal to at least 100 percent of the current replacement value of the Premises.

It is understood that Tenant self-insures for losses covered by subsections (8(a) and 8(b)). The stop-loss insurance policy of Tenant must comply with the requirements of this paragraph with regard to insurance limits. So long as the stop-loss policy complies with this paragraph, Tenant shall be deemed in compliance with the requirements of this paragraph 8. Each insurance policy furnished under this Section 8 shall be issued by a responsible insurance company acceptable to Landlord which company shall be authorized to do business in Illinois, and such insurance coverage may be written under a blanket policy or policies obtained by Tenant, which policy may include other real estate owned or leased by Tenant. Tenant and Landlord shall all be named as insured parties in each such insurance policy, and each policy shall provide for written notice to Landlord at least ten days prior to any cancellation, modification, or lapse thereof. Tenant shall furnish landlord with memorandum copies of such insurance policies prior to the commencement of the lease term.

Section 9. Alterations and Improvements. Tenant shall have the right to make, at no expense to Landlord, improvements, alterations, or additions (hereinafter collectively referred to as "Alterations") to the Premises, to the Premises, whether structural or nonstructural, interior or exterior, provided that:

- (a) no Alteration shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld;
- (b) no Alteration shall reduce or otherwise impair the value of the Premises;
- (c) no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorization of all governmental authorities having jurisdiction with respect to such Alteration;
- (d) any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits;
- (e) Tenant shall hold Landlord harmless from and against any liens and claims for work, labor, or materials supplied to the premises at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor or materials supplied to the Premises at the direction of Tenant, Tenant shall, at Landlord's option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Landlord in an amount not less than the amount of the lien or claim being filed; and

- (f) any Alteration shall become and remain the property of Landlord unless Landlord otherwise agrees in writing.

Section 10. Signs. Tenant shall have the right to install and operate, at its sole cost and expense, any sign or signs on the Premises which shall not be in violation of any law, statute or ordinance, and Tenant shall have the right to remove the same, provided that Tenant must repair any damage to the Premises caused by such removal.

Section 11. Damage to Premises. If by fire or other casualty the Premises are destroyed or damaged to the extent that Tenant is deprived of occupancy or use of the Premises (meaning such destruction cannot be repaired or restored within 120 days of the occurrence of the fire or other casualty). Landlord will cancel this Lease as of the date of such fire or casualty by giving written notice to Tenant not more than 30 days thereafter.

Section 12. Condemnation. If all or materially all of the Premises are taken in appropriation proceedings or by right of eminent domain or by the threat of the same, then this Lease shall terminate as of the date Tenant is deprived of occupancy thereof, and Tenant's obligations under this Lease shall terminate. For purposes of this Lease, "materially all of the Premises" shall be considered as having been taken if the portion of the Premises taken, would leave the remaining portion not so taken insufficient to enable Tenant to effectively and economically conduct its business at the Premises.

If Less than materially all the Premises are taken in appropriation proceedings or by right of eminent domain or by the threat thereof, then this Lease shall not terminate as result of such taking. Rent shall be abated in the proportion of the number of square feet of improvements of the Premises of which Tenant is deprived bears to the total square feet of such improvements immediately prior to such taking. Thereafter, if the number of square feet of improvements is less than the total of the same prior to such taking, rent shall be reduced in the proportion to which the number of square feet of improvements existing after such taking is less than the total of the same prior to such taking.

All damages awarded for any such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, or otherwise, provided, however, that Tenant shall be entitled to any portion of the award made to Tenant for removal and reinstallation of Tenant's fixtures or for the cost of Tenant's immovable fixtures, if any.

Section 13. Default. If Tenant fails to pay any installment of rent or make any other payment required to be made of Tenant when the same shall become due and payable hereunder, or if Tenant fails to observe and perform any other provision, covenant, or condition of this Lease required under this Lease to observed and performed by Tenant within 15 days after landlord shall have given notice to Tenant of the failure of Tenant to observe and perform the same, or if Tenant abandons or vacates the Premises during the continuance of this Lease, or if Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with its creditors, or seized by legal process, or if this Lease is assigned in violation of the terms hereof

or is terminated by operation of law, then, in any such event, immediately or at any time thereafter, at the option of Landlord, Landlord shall, as it elects, either:

- (a) declare this Lease to be in default, in which event this Lease shall immediately cease and terminate, and Landlord may possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action when Landlord may have against Tenant for rent and other charges payable by Tenant hereunder (both past due and rent due Landlord through date of Landlord's possession and past due payable by Tenant)), damages, or breach of covenant, in respect to which Tenant shall remain and continue liable notwithstanding such termination; or
- (b) relet the Premises, or any part thereof, for such term or terms and on such conditions, as Landlord deems appropriate for and on behalf of Tenant, for the highest rental reasonably attainable in the judgment of Landlord, which reletting shall not be considered as a surrender or acceptable back of the Premises or a termination of this Lease, and recover from Tenant any deficiency between the amount of rent and all other charges payable by Tenant under this Lease and those amounts obtained from such reletting, plus any expenses incurred by Landlord in connection with such reletting, including, without limitation, the expenses of any repairs or alterations Landlord deems necessary or appropriate to make in connection with such reletting and all sums expended for brokerage commissions and reasonable attorney's fees, but Landlord shall be under no duty to relet the Premises.

In the event that a bankruptcy or insolvency proceeding is filed by or against Tenant, or if a court of competent jurisdiction or other governmental authority approves a petition seeking a reorganization, arrangement, composition or other similar relief with respect to Tenant, or appoints a trustee, receiver or liquidator of Tenant or of all, or substantially all, of the property or affairs of Tenant, Landlord shall have the right to elect any of the remedies set forth above. If this Lease is assumed or assigned to a trustee, receiver, liquidator or other court-appointed person or entity without Landlord's prior written consent, the parties and their respective successors (whether by operation of law or otherwise agree that, upon such an assignment or assumption, all defaults of Tenant prior to such assignment or assumption must be cured or that adequate assurances that such defaults will be promptly cured must be given and that adequate assurances of future performance under this Lease must be provided. Such adequate assurances shall mean that a bond shall be issued in favor of Landlord in the amount equal to one year's future rent and that an amount equal to all existing monetary obligations of Tenant which are in default shall be escrowed with an escrow agent acceptable to Landlord. Additionally, all past due monetary obligations of Tenant which are in default shall be paid to Landlord within 60 days after the assignment or assumption and rent will be currently and continually paid on a timely basis commencing with the first day of the month following the 60th day of the assignment and assumption.

If Landlord fails to observe and perform any other provision, covenant, or condition of this Lease required under this Lease to be observed and performed by Landlord within 30 days after Tenant shall have given notice to Landlord of the failure of Landlord to observe and perform the same, Tenant may terminate this Lease.

Section 14. Non-Waiver and Right to Cure Defaults. Neither a failure by Landlord to exercise any of its options hereunder, nor a failure to enforce its rights or seek its remedies upon any default, nor an acceptance by Landlord of any rent accruing before or after any default, shall affect or constitute a waiver of Landlord's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Landlord is entitled, either at law or in equity.

If Tenant fails to pay by their respective due dates all rents, charges or other obligations to be paid by it pursuant to the terms hereof, or fails to make necessary repairs to the Premises, or fails to perform any other duties which it is required to perform hereunder, then Landlord, at its option, may do so and the amount of any expenditure attributable to such action by Landlord, plus accrued interest at the rate of one percent per month, (12%) per annum from the time each such expenditure is made until reimbursed, shall immediately become due and payable to Landlord and shall be considered additional rent hereunder; but no such payment or compliance by Landlord shall constitute a waiver of any such failure by Tenant or affect any right or remedy of Landlord with respect thereto.

Section 15. Termination. The Landlord reserves the right to sell the premises and terminate the Lease upon 90 day written notice to Tenant. As set forth in the lease term, Tenant may also terminate this lease, without any further obligation or penalty, upon providing six months written notice to the Landlord.

Section 16. Holding Over by Tenant. If Tenant shall continue in possession of the Premises beyond the termination of the lease term, such holding over shall be considered an extension of this Lease for a one-month period and so on, from month to month, until terminated by either party by giving not less than 30 days written notice of termination to the other. Such holding over shall be upon the same terms and conditions as are set forth in this Lease.

Section 17. Surrender of Premises. Upon termination of this Lease, whether by lapse of time or otherwise, or upon the exercise by Landlord of the power to enter and repossess the Premises without terminating this Lease, as hereinbefore provided, Tenant shall at once surrender possession of the Premises to Landlord in a condition and order of repair substantially similar to its original condition and order of repair upon the commencement of the lease term, reasonable wear and tear and damage by events of casualty described in Section 11, excepted, and shall at once remove all of Tenant's personal property and trade fixtures from the Premises. Upon any such termination, Tenant shall, as directed by Landlord, either remodel any addition to the Premises constructed by Tenant under Section 9, above, so as return the Premises to its original condition, reasonable wear and tear excepted, or remove such addition from the Premises. Any such remodeling or removal of any addition to the Premises shall be made by Tenant at its sole cost and expense. If, upon any such termination, Tenant does not at once surrender possession of the Premises and remove such of its property as allowed by Landlord, Landlord may forthwith re-enter and repossess the same and remove all of Tenant's property without being guilty of trespass or of forceful entry or detainer or without incurring any liability to Tenant for loss or damage to Tenant's property. Upon any such removal of Tenant's property, it shall be considered to have been abandoned and may either be retained by Landlord as its property or may be

disposed of at public or private sale as Landlord sees fit. If any such property is either sold at public or private sale or retained by Landlord, the proceeds of any such sale or the then current fair market value of the property, as the case may be, shall be applied by Landlord against Landlord's expenses of removal, storage or sale of such property, the arrears of rent and other charges or future rent and other charges payable hereunder, and any other damages to which Landlord may be entitled hereunder. Tenant shall repair, at its sole cost and expense, any damage to the Premises resulting from the removal of its property as allowed hereunder.

Section 18. Entry by Landlord. Landlord shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, and during the last year of the lease term, or any renewal or extension thereof, Landlord may exhibit the same for sale or rent; provided, however, that Landlord shall not unreasonably interfere with Tenant's use of the Premises.

Section 19. Time of the Essence. Time is of the essence in the performance and observance of each and every term, covenant and condition of this Lease by both Landlord and Tenant.

Section 20. Assignment. Tenant shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be subject to terms and conditions as Landlord considers necessary in order to protect its interest in the premises; provided, however, that no assignment of this Lease, whether by act of tenant or by operation of law, and no sublease of the premises, or any part thereof, by or from tenant, shall relieve or release tenant from any of its obligations hereunder.

Section 21. Governing Law. This Lease shall be subject to and governed by the laws of the State of Illinois.

Section 22. Amendments. No amendment to this Lease shall be valid or binding unless such amendment is in writing and executed by the parties hereto.

Section 23. Severability of Provisions. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date first set forth above.

Connect Transit

City of Bloomington

By: Andrew Johnson
Title: General Manager

By: Tari Renner
Title: Mayor

Date: _____

Date: December 16, 2014

Attest:

Attest:

Name: David White

Name: Tracey Covert

Title: Safety and Training Director

Title: City Clerk

Date: _____

Date: December 16, 2014

Motion by Alderman Schmidt, seconded by Alderman Painter that the modified agreement with Connect Transit for lease of a storage facility, 104 - 106 E. Oakland Ave., for \$62,178.50 per year, (\$5,226.54 per month), be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with McLean County Area EMS System (MCAES) for Emergency Medical Services (EMS) Continuing Education and Quality Assurance Service

RECOMMENDATION/MOTION: Recommend that the Agreement 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 1e. Partnering with others for the most cost effective service delivery.

BACKGROUND: All EMS agencies are required to operate under a Medical System. The Fire Department operates under the McLean County Area EMS System (MCAES). This agency determines the medications and protocols that all the Emergency Medical Technicians (EMT) in Mclean County must use and follow. All EMTs require continuing education to renew their individual license. The continuing education of all City licensed EMTs has to be approved by the EMS System. This agreement provides the training needed to keep up those credits and provides checks and balances of the City’s EMS service through quality assurance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This expense is budgeted in the Fire - Professional Development Account (10015210 - 70632) in the amount of \$17,250. Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 272.

Respectfully submitted for Council consideration.

Prepared by: Les Siron, Interim Fire Chief

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

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Painter that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement for Equipment Borrowing between the City of Bloomington and the Bloomington and Normal Water Reclamation District (BNWRD)

RECOMMENDATION/MOTION: Recommend that the Intergovernmental Agreement with BNWRD be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City and BNWRD have a long history of borrowing equipment from one another. Both entities benefit because shared resources reduces cost to purchase and maintenance of equipment. For example, BNWRD has borrowed the City's Vactor truck to clear sewage. The City has borrowed an end-loader for snow response.

The borrowing has been done on a somewhat informal basis, and it stood to reason that the borrower would bear responsibility for loss, damage and injury stemming from use of the loaned materials. BNWRD's management recently began expressing a desire to formalize the lending borrowing process.

BNWRD headed the drafting of an Intergovernmental Agreement. Its Board of Trustees approved an agreement on December 8, 2014. After review by City staff, including Corporation Council, the City requested minor changes. The agreement before the Council includes those changes. If the Council approves the agreement, the matter will return to BNWRD in January 2015 for final approval.

The proposed agreement ensures that the borrowing entity – be it BNWRD or the City in a given case – meet reasonable preconditions. One is that properly licensed persons use the equipment. Another is that the borrowing entity carries adequate insurance. Another is that the borrowing entity bears risk for damages, loss and injury. The agreement has been provided to the Council. The Council should be mindful that protections built in for BNWRD also equally protect the City and vice versa.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Public Works Director
Steven Rasmussen, Asst. City Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BLOOMINGTON AND
NORMAL WATER RECLAMATION DISTRICT AND THE CITY OF BLOOMINGTON
FOR BORROWED EQUIPMENT**

THIS INTERGOVERNMENTAL AGREEMENT FOR BORROWED EQUIPMENT (“Agreement”) is entered into by and between the BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, a Municipal Corporation, and the CITY OF BLOOMINGTON, a Municipal Corporation.

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions; and

WHEREAS, the Bloomington and Normal Water Reclamation District, is a Municipal Corporation established under the Sanitary District Act of 1917 (70 ILCS 2405) (hereinafter, “BNWRD”), and the City of Bloomington, a Municipal Corporation (hereinafter, “City”); and

WHEREAS, the BNWRD owns certain equipment related to performing its functions as a Sanitary District; and

WHEREAS, the City owns certain equipment related to performing its corporate functions; and

WHEREAS, there are occasions when the City and/or the BNWRD require the type of equipment owned by the other entity, for a limited purpose that does not justify purchase of said equipment; and

WHEREAS, it is in the best interest of the public welfare, and promotes economic efficiencies, for the BNWRD to share its equipment (“BNWRD Equipment”) with the City, and the City to share its equipment with the BNWRD (“City Equipment”); and

WHEREAS, the BNWRD agrees to share its equipment with the City, and the City agrees to share its equipment with the BNWRD, on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the BNWRD and City mutually agree as set forth below. For the purposes of this Agreement, the party borrowing the equipment shall be referred to as the “Borrowing Entity”, the owner of the equipment shall be referred to as the “Owner Entity”, and the equipment being borrowed shall be referred to as the “Borrowed Equipment”.

1. **Incorporation of Preambles.** That the preambles set forth above are true and correct and are incorporated herein by reference as if fully set forth herein.
2. **Availability of Equipment.** That the Borrowing Entity is authorized to utilize Borrowed Equipment, at such times as the Owner Entity does not require the

equipment to conduct the Owner Entity's business. It is understood by and between the parties that the availability of Borrowed Equipment to the Borrowing Entity shall be limited in scope and duration, at all times subject to approval by the Owner Entity, which approval shall be given in the sole discretion of the Owner Entity. This Agreement does not grant the Borrowing Entity the unimpeded use or control of any Borrowed Equipment, nor does it grant the Borrowing Entity any ownership interest in the Borrowed Equipment.

3. **Manner of Use.** The Borrowing Entity hereby warrants and agrees that it shall only use the Borrowed Equipment for the purposes, and in the manner, which the manufacturer intended. All industry accepted safety precautions must be utilized during operation of the Borrowed Equipment. In addition, at any times during the Borrowing Entity's possession and/or operation of the Borrowed Equipment, Authorized Personnel shall comply with all laws, rule, regulations and/or ordinances related to the use and operation of the Borrowed Equipment.
4. **Authorized Personnel.** The individual assigned to operate the Borrowed Equipment must be trained on the operation of and recognize the hazards of said equipment. Furthermore, the individual must possess appropriate and valid licensing to operate the Borrowed Equipment.
5. **Scheduling Use of Borrowed Equipment.** Except as otherwise agreed by and between the BNWRD and the City, the Borrowing Entity shall give the Owner Entity a minimum of twenty-four (24) hours notice of (a) the equipment being borrowed, and (b) the expected date of use. The Owner Entity shall notify the Borrowing Entity, within twenty-four (24) hours after receiving the Borrowing Entity's notice, whether the Borrowed Equipment is available, and the duration for which the Borrowing Entity is authorized to borrow the equipment. In the event the Owner Entity fails to confirm the availability of the equipment, as prescribed by the terms hereof, it shall be conclusively presumed that the equipment is not available to the Borrowing Entity on the date requested. Borrowed Equipment shall only be available to the Borrowing Entity for a term not exceeding seventy-two (72) hours, unless the Borrowing Entity obtains prior approval to operate the Borrowed Equipment for a longer period. Authorization of the use, and term of use, of any Borrowed Equipment shall be in the sole discretion of the Owner Entity.

In the event of an emergency in which there is an identified need by the Borrowing Entity to utilize Borrowed Equipment, the twenty-four (24) hour notice period shall be waived; provided further that in the event an emergency arises during the Borrowing Entity's use of the Borrowed Equipment, resulting in the Owner Entity's required use of said equipment, the Borrowed Equipment shall be returned to the Owner Entity as reasonably required by the Owner Entity to respond to the emergency, as determined in the sole discretion of the Owner Entity.

6. **Condition of Borrowed Equipment.** The Borrowed Equipment must be returned to the Owner Entity in the condition it was received. The Borrowing

Entity is responsible for all reasonable repairs including parts and labor should malfunction or damage occur during the borrowing period. Inspection of equipment is encouraged before taking possession. It shall be conclusively presumed that Borrowed Equipment is in good condition, unless the Borrowing Entity shall notify the Owner Entity to the contrary prior to taking possession. In the event of said notification, Owner Entity reserves the right to prohibit Borrowing Entity from taking possession of the Borrowed Equipment, subject to performance of necessary repairs. In the event the Borrowed Entity takes possession of Borrowed Equipment, not in good condition, the Borrowed Entity assumes the risk of use and operation, and shall be responsible for all injuries or damage resulting therefrom.

7. **Insurance.** The Borrowing Entity shall provide evidence of the following types of insurance, with the limits set forth below, with respect to any Borrowed Equipment:
 - a.) **Liability Insurance.** Borrowing Entity hereby warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The Borrowing Entity will provide a certificate of insurance to Owner Entity upon demand, and in any event upon arriving to use the Borrowed Equipment. The Borrowing Entity will name the Owner Entity, its trustees or alderman, and employees, as additional insureds.
 - b.) **Property Insurance.** The Borrowing Entity hereby warrants that Borrowing Entity will keep the Borrowed Equipment insured against all risks of loss or damage from every cause whatsoever, for the full replacement value of the Borrowed Equipment, and shall name the Owner Entity as a loss payee.
8. **Indemnification.** The Borrowing Entity shall indemnify and hold the Owner Entity, its officers, trustees or alderman, agents and employees harmless from any liability, loss, damage, claim, cost or expenses, whether for bodily injury or property damage, resulting from or related to the negligence, willful misconduct, or violation of law of Authorized Personnel while in possession of, and/or operating, the Borrowed Equipment.
9. **NO WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE OWNER ENTITY, NOR ANY PERSON BY OR THROUGH THE OWNER ENTITY, BEING NEITHER THE MANUFACTURER OR SUPPLIER, NOR A DEALER IN THE EQUIPMENT, EITHER EXPRESSLY OR IMPLICITLY, WARRANTS ANY ASPECT OF THE BORROWED EQUIPMENT. THE OWNER ENTITY EXPRESSLY DISCLAIMS AND OFFERS NO OPINION AS TO THE CONDITION OF ANY BORROWED EQUIPMENT. ANY BORROWED EQUIPMENT IS BEING PROVIDED "AS IS" CONDITION, WITHOUT ANY WARRANTY OF ANY TYPE OR NATURE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A

PARTICULAR PURPOSE, MERCHANTABILITY, ITS WORKMANSHIP, THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES SPECIFICATIONS OR CONTRACTS WHICH REQUIRE OR PROVIDE SPECIFIC APPARATUS OR SPECIAL METHODS, AND ANY WARRANTY THAT THE BORROWED EQUIPMENT IS FREE FROM DEFECTS.

10. **ASSUMPTION OF RISK:** THE RISK OF ANY AND ALL LOSS, DAMAGE, OR UNSATISFACTORY PERFORMANCE OF THE BORROWED EQUIPMENT RESTS WITH THE BORROWING ENTITY AS THE USER. TO THE EXTENT PERMITTED BY LAW, NEITHER THE OWNER ENTITY, NOR ANY PERSON EITHER EXPRESSLY OR IMPLICITLY, MAKES ANY REPRESENTATION OR WARRANTY REGARDING THE APPROPRIATENESS OF THE BORROWED EQUIPMENT FOR THE USE CONTEMPLATED BY THE BORROWING ENTITY, THE RELIABILITY, NOR DO THEY HAVE ANY OBLIGATION TO PROVIDE THE BORROWING ENTITY WITH ANY NOTIFICATION THEREOF. THE BORROWING ENTITY'S USE OF THE BORROWED EQUIPMENT IS AT ITS OWN RISK, AND THE BORROWING ENTITY ASSUMES THE RESPONSIBILITY FOR USE OF THE BORROWED EQUIPMENT, AND ASSUMES THE COST OF ALL LOSSES, INCLUDING, BUT NOT LIMITED TO, ANY NECESSARY SERVICING, REPAIR OR CORRECTION OF ANY PROPERTY INVOLVED.
11. **Termination.** This Agreement may be terminated by either party upon twenty-four (24) hours notice. Any Borrowed Equipment in the possession of the Borrowing Entity at the time notice of termination is given, must be promptly returned to the Owner Entity.
12. **Notices.** Any notice given pursuant hereto shall be in writing and shall either be personally delivered, sent by recognized overnight courier or by verified facsimile transmission. If to BNWRD, notice shall be given to its Executive Director, and forwarded to 2015 W. Oakland Avenue, Bloomington, Illinois 61701. If to the City, notice shall be given to its City Manager, and forwarded to 109 E. Olive Street, Bloomington, Illinois 61701.

Any notice (i) personally delivered shall be deemed to have been given upon such delivery or refusal of delivery, (ii) sent by overnight courier shall be deemed given on the next business day after depositing with said courier, or (iii) given by verified facsimile shall be deemed given upon the date of verification of said transmittal.

13. **Section Headings.** The Section Headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
14. **Construction.** The parties acknowledge and agree that (i) each party and its counsel have reviewed the terms and provisions of this Agreement and have contributed to its revision, (ii) the normal rule of construction, to the effect that

any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement, and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

15. **Miscellaneous.** This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Illinois. Any and all amendments, elections, waivers, consents and other agreements with respect to this Agreement shall be made by an instrument or instruments in writing signed by and on behalf of BNWRD and the City. This Agreement constitutes the entire agreement between the parties hereto, supplanting any prior written or verbal agreement with respect to Borrowed Equipment.
16. **Effective Date.** This Agreement shall be effective when executed by the BNWRD and the City.

IN WITNESS WHEREOF, the Bloomington and Normal Water Reclamation District has caused this instrument to be executed in its corporate name by its President, under the attestation of its Clerk, and its corporate seal to be affixed, and the City of Bloomington has caused this instrument to be executed in its corporate name by its Mayor under the attestation of its City Clerk and its corporate seal to be affixed, all in duplicate originals.

BLOOMINGTON/NORMAL WATER
RECLAMATION DISTRICT:

ATTEST:

President

Secretary

Date

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner
Its Mayor

Tracey Covert
City Clerk

Date: December 16, 2014

Motion by Alderman Schmidt, seconded by Alderman Painter that the Intergovernmental Agreement with BNWRD be approved, and the Mayor and City Clerk be authorized to execute the necessary documents

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: 2015 Employee Benefit Contracts

RECOMMENDATION/MOTION: Recommend that the contracts with Healthcare Service Corporation/Blue Cross Blue Shield of Illinois, Health Alliance Medical Plans and Catamaran PBM of Illinois be approved, the Mayor and the City Clerk 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: In August 2014, the Council approved a contract with Arthur J. Gallagher & Co. (AJG) to act as consultant and insurance broker for employee benefits. AJG negotiated the 2015 rates with Blue Cross/Blue Shield of Illinois (BCBS) for administrative services and individual stop loss for the City's PPO, (Preferred Provider Organization), health and dental insurance plans and with Health Alliance Medical Plans for the self-funded HMO, (Health Maintenance Organization), health plan. The City has also arranged to continue its pharmacy benefit management services for the PPO plan through Catamaran, Pharmacy Benefit Manager, (PBM) of Illinois. Information on these benefit renewals were presented by Gallagher at the November 10, 2014 Council meeting.

City of Bloomington 2015 Renewal Summary:

Medical: PPO health insurance renewal: The PPO fee renewal with BCBS was successfully negotiated down to a 4.76% overall increase. The original renewal proposed by BCBS included a forty-three (43%) increase to the Access Fee and 13.3% increase to the stop loss premium. AJG was able to negotiate a renewal increase of only four percent (4%) to the access fee and 7.6% to the stop loss premium. Below is a summary of the 2015 fees and increases:

	<u>2014</u>	<u>2015</u>	<u>Increase</u>
Access Fee	1.75%	1.82%	4.0%
Administration Fee	\$47.43	\$48.24	1.7%
ISL (Individual Stop Loss; \$155,000)	\$51.04	\$54.92	7.6%
Total fixed cost	\$98.47	\$103.16	4.76%

As previously indicated, the overall premium equivalent rates for the PPO are projected at a 3.9% increase with the projected cost increase of \$171,460 in 2015. The increase is below the marketplace average increase of 7.5% seen across the marketplace.

HMO health plan renewal: The fully insured HMO renewal with Health Alliance was negotiated at an 11.27% increase for 2015. The City currently has four (4) large claimants and has run loss ratios in excess of 100% for the last two (2) years at 143% and 110% respectively. Given this experience, AJG recommends moving forward with the Health Alliance HMO renewal and remaining under the fully insured contract as quoted.

Dental: The dental plan administrative fee with BCBS has been negotiated at no increase. BCBS has agreed to continue administration of the dental plan at the current \$4.05 rate. As the claims experience ran favorable this year, the City is projecting only a 0.7% increase or \$3,755 in the overall equivalent premium rates for dental. This is well below the marketplace average of plus six percent (+6%) in dental costs.

Prescription Drug: The Catamaran PBM renewal in the Employers Health Purchasing Coalition was received with a projected savings in the new contract of - 6.5%. The greater discounts and rebates in the new contract are driving the savings. This additional savings is offsetting the majority of the Rx, (prescription drug), trend and will allow the City to maintain close to current levels of spending on the Rx claims.

Stop Loss marketing: The large claim activity for the City this past year was more than twice the premium paid to BCBS for stop loss coverage. The total reimbursement for claimants over the \$155,000 Individual Stop Loss (ISL) level year to date is \$430,144 with premium paid of \$200,281. The City's large claim experience continues to run above expected levels with three (3) claimants through nine (9) months compared to an average expectation of 2.2 claimants per year. The prior year yielded higher claim levels and an even greater loss ratio. The analysis of the prescription drug claims yielded only an additional 5.1% with no additional claimants for a total of \$22,000. Covering the prescription drugs under the stop loss would add \$200,000 in additional premium costs.

The original BCBS renewal proposed was 13.3% increase to the stop loss premium. AJG was able to negotiate a renewal increase of only 7.6% to the stop loss premium. At the claim levels outlined above, staff expects the renewal rates to double to cover this risk. The renewal rates with BCBS have come in extremely competitive and put the City's plan in a favorable position. Remaining with BCBS for the stop loss without the prescriptions covered will save approximately \$200,000. The marketplace would not respond with an aggregate stop loss quote with less than 125% corridor and therefore, given the City's past experience and the small risk this represents, AJG does not recommend adding aggregate stop loss coverage at this time. For a detailed analysis of the marketplace, the Council was provided with a Stop Loss Marketing Analysis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Sign-up meetings were held with City employees and retirees.

FINANCIAL IMPACT: These items are budgeted for FY 2015 as follows:

Blue Cross PPO, Claims, Administration and Stop Loss: Fund divisions 60200210 and 60280210;

Health Alliance Medical Plans HMO: Fund divisions 60200232 and 60280232; and

Dental Claims and Administration: Fund divisions 60200240 and 60280240.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, MBA, PHR, Comp & Benefit Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the contracts with Healthcare Service Corporation/Blue Cross Blue Shield of Illinois, Health Alliance Medical Plans and Catamaran PBM of Illinois be approved, the Mayor and the City Clerk execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase Scheduled Replacement of Trucks for Parks, Recreation & Cultural Arts Department's Parks Division

RECOMMENDATION/MOTION: Recommend that the purchase one (1) Ford F250 pickup truck and one (1) Ford F450 chassis with dump bed utilizing the State of Illinois Joint Purchasing

Contract #4017340, the from Bob Ridings Ford, Taylorville, IL, be approved, in the amount of \$74,444.

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 Parks, Recreation & Cultural Arts Department's Parks Division owns a 2002 Ford F350 pickup truck with 92,790 miles. The unit is twelve (12) years old and is scheduled to be replaced in the current budget year. The maintenance cost to date for this vehicle is \$20,969.00. This unit has had steering, suspension, brake, and electrical problems and the snowplow is rusting through. This department also own a 2002 GMC 3500 equipped with a dump bed and a snowplow. The unit is also twelve (12) years old and due for replacement this year. It currently has 75,000 miles on it and is also rusting. The maintenance cost to date for this vehicle is \$43,517.82. The unit has had steering and suspension, starting and charging, heater and A/C system, brakes, transmission, differential and drive train problems. These units are used daily for maintenance throughout the parks system and to remove snow from parks, trails and facilities. Staff respectfully requests to have the replacement units declared surplus and sold at public auction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Parks, Recreation & Cultural Arts Department's Parks Division has \$74,500 budgeted this fiscal year in the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130). The replacement units will cost \$74,444. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 264.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen, Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, PE CFM, Director of Public Works
Steven Rasmussen, Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the purchase of one (1) Ford F250 pickup truck and one (1) Ford F450 chassis with dump bed be approved utilizing the State of Illinois Joint Purchasing Contract #4017340, from Bob Ridings Ford, Taylorville, IL in the amount of \$74,444 and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Purchase of Training Ammunition for Police Department

RECOMMENDATION/MOTION: Recommend that the Police Department be approved to purchase eight-two (82) cases of .40 caliber pistol (Winchester #Q4238) training ammunition and sixty-eight (68) cases of .223 rifle (Winchester #Q3131) training ammunition using the Illinois Department of Central Management Services Contract #4017592, from Ray O'Herron Company Inc., in the amount of \$43,698, and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods.

BACKGROUND: The recent revitalization of the Police Department's training facility has led to firearm instructors revamping training doctrines involving the .40 caliber pistol, and the .223 AR15 patrol rifle. Following review of the previous training doctrines by the Range Officers, the belief is that previous training programs were outdated and needed to be revised to reflect current training methodologies. These practices are necessary to ensure safe and efficient use if the need ever arises to use either the .40 caliber pistol or AR15 patrol rifle in the course of a police officer's duties.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Funds are budgeted in the FY 2015 Budget in Police - Other Supplies (10015110 - 71190). Stakeholders can find this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 251.

Respectfully submitted for Council consideration.

Prepared by: Steve Sicinski, Sergeant

Reviewed by: Ken Bays, Asst. Police Chief

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the Police Department be approved to purchase eight-two (82) cases of .40 caliber pistol (Winchester #Q4238) training ammunition and sixty-eight (68) cases of .223 rifle (Winchester #Q3131) training ammunition utilizing the Illinois Department of Central Management Services Contract #4017592, from Ray O'Herron Company Inc., in the amount of \$43,698, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Supplemental Motor Fuel Tax Resolution for Work Completed on Hamilton Rd. from Timberlake Rd. to Main St., (MFT Section 93-00295-03-PV)

RECOMMENDATION/MOTION: Recommend that the Supplemental Resolution in the amount of \$368,397.17 be adopted.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services and Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner and Objective 2a. Better quality roads and sidewalks.

BACKGROUND: The Public Works Department is making an effort to reconcile older Motor Fuel Tax, (MFT), projects with the Illinois Department of Transportation, (IDOT). A recent IDOT audit shows a number of outstanding project needs. While none of the outstanding items are anticipated to be of major concern, multiple resolutions will be needed to finalize the outstanding audit items.

Staff workload and priorities required resources to be allocated to other priorities after completion of construction efforts. Staff workload continues to be at a level that does not allow for effort to be devoted to the final close out of the required paperwork. Clark Dietz, Inc. has been assisting staff with efforts to reduce the backlog of the open MFT projects. To date, Clark Dietz's scope of work has included correspondence with IDOT, preparation and submission of necessary IDOT paperwork, preparation of Council Resolutions, and invoices to IDOT for MFT funds owed by IDOT to the City. Staff is actively partnering with IDOT in this effort. Staff deems supplemental resolutions as routine in nature.

This project involved improving Hamilton Rd. to a four (4) lane urban cross section between Timberlake Rd. and Main St., and improving the intersection of Hamilton Rd. & Main St. with additional turn lanes and upgraded traffic signals. The construction was completed early in 2011. The final right of way costs were higher than originally anticipated. Final payment has been made from MFT Funds as follows:

Engineering fees (Clark Dietz)	\$391,768.93
Construction Costs (Stark)	\$173,956.24
<u>Right of Way Costs</u>	<u>\$616,095.00</u>
Total	\$1,181,820.17

Motor Fuel Tax Resolutions have been approved by Council as follows:

May 23, 2005	\$300,000
January 26, 2009	\$62,895
<u>July 27, 2009</u>	<u>\$450,528</u>
Total	\$813,423

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT, District 5.

FINANCIAL IMPACT: In order to finalize the paperwork and close out this project with the IDOT, a supplemental resolution in the amount of \$368,397.17 is necessary. No additional funds are requested or will be expended.

Respectfully submitted for Council consideration.

Prepared by:

Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(RESOLUTIN NO. 2014 – 68 ON FILE IN CLERK’S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Painter that the Supplemental Resolution in the amount of \$368,397.17 be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 21, Section 300.1 – Providing for Owners of Rental Property Having Two or More Units to Opt Out of the City’s Refuse Collection Program

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

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

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

BACKGROUND: The City currently collects refuse from all single family residences and from rental properties having six (6) or fewer units. Prior to March 2014, the Public Works Department had allowed owners of rental property with two (2) or more units to opt out of the City’s refuse collection program. In March 2014, the Council adopted several changes to the

City's refuse collection program. At the March 10, 2014 Council meeting, an amendment was added to the proposed text amendment that was intended to allow landlords the ability to opt out of the City's refuse collection program and obtain private collection service. A review of the recording of that meeting indicates that the amendment that was adopted by Council provided that the last sentence of subsection (a) of Section 300.1 read as follows: "Landlords also have the option of declining City service and contracting out for solid waste services."

The proposed text amendment clarifies the language and restores practices as they had been prior to March 2014. It allows the owner of rental property with two (2) units or more to opt out of the program, but provides that all single family residences, whether rental properties or owner occupied, must participate in the City's refuse collection system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Little or no financial impact is expected from this program change. However, if single family rental properties were allowed to opt out of the program, it could potentially seriously harm the refuse collection program, as it would greatly reduce the financial base upon which the program operates. The financial base of the solid waste collection program is that all single family residences must participate in the program. In addition, code enforcement would become difficult.

Respectfully submitted for Council consideration.

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

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014- 113

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 21, SECTIONS 300.1**

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

SECTION 1. That Bloomington City Code Chapter 21, Sections 300.1 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 300.1 SCOPE OF REFUSE COLLECTION SERVICE.

(a) The City shall provide refuse collection service to all single family residential buildings and to multi-family residential buildings with six or fewer units ~~from residential buildings with six units or less,~~ but only for refuse generated by occupants of said residential buildings. The City will not pick up refuse from premises ~~parcels~~ with more than six residential units. ~~on the parcel.~~ Refuse generated at another premises ~~residence~~ or business location will not be collected. An owner of a multi-family property having two or more units may decline City refuse service and contract for private solid waste collection service, provided that written notice of the owner's decision to opt out of the City's refuse collection program is filed with the Public Works Department. Refuse shall be collected only under circumstances provided for herein. ~~Property owners and/or their agents have the option of declining City service and contracting for private solid waste collection services upon written notification to the Public Works Department.~~

(b) Notwithstanding the provisions of subsection (a) above, Section 300.2 and Section 300.3, the City will provide refuse collection service from a mobile home if, but only if, the following requirements are met:

- (1) The mobile home is located in a licensed mobile home park licensed by the City of Bloomington;
- (2) The street adjacent to said mobile home is a street as defined in Section 200.4 of this Chapter;
- (3) The owner or operator of the mobile home park containing such mobile home agrees, in writing, to hold the City harmless from any liability which might arise due to the size and weight of City refuse collection vehicles.

(c) Notwithstanding the provisions of subsection (a) above, Sections 300.2 and 300.3, the City will provide refuse collection within the Downtown Service Area (defined as the area west of East Street, east of Madison Street, north of Front Street and south of Locust Street; and Front Street from East Street to Prairie Street) if, but only if, the following requirements are met:

- (1) Refuse ~~Garbage~~ collection day will commence on Wednesdays at 6:00 a.m.
- (2) Residents will be required to use tied plastic bags only; other refuse containers or loose material is unacceptable.
- (3) Residents are prohibited from placing refuse ~~garbage~~ outside for collection earlier than 6:00 p.m. on Tuesdays or later than 6:00 a.m. on Wednesdays.
- (4) Residents are required to place their refuse ~~garbage~~ adjacent to the downtown trash receptacle nearest their residence behind the curb in a neat and orderly manner.
- (5) Bulk waste collection and recycle collection will not be provided. Residents are permitted to transport bulk waste to the Public Service Yard or the southwest corner of Jackson and East Streets.

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 immediately upon passage and approval.

PASSED this 15th day of December, 2014.

APPROVED this 16th day of December, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Request for Proposals (RFP) and Approval of Contract with SWT Design for Design/Construction Oversight of DeBrazza Plaza at the Miller Park Zoo in the amount of \$111,300

RECOMMENDATION/MOTION: Recommend that the RFP for Design/Construction Oversight of DeBrazza Plaza at Miller Park Zoo be awarded to SWT Design, in the amount of \$111,300, the contract approved and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

STRATEGIC PLAN LINK: Goal 5: Great place to live—livable, sustainable City.

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

BACKGROUND: Council approved the Zoo applying for the State of Illinois Public Museum Capital Grant Program. The award was announced in July 2014. The project must be completed by July 1, 2016. The three (3) projects within this larger project were all specified in the Zoo's Master Plan.

A Request for Proposals was sent out via normal City purchasing procedures. Zoo staff also provided a list of zoo focused architecture firms from around the nation. The request was received by thirty-nine (39) different groups or individuals.

Three (3) proposals were received from the following companies:

FIRM	DESIGN	INCIDENTALS	CONSTRUCTION ADMINISTRATION	TOTAL
SWT Design	\$84,950	\$6,800	\$19,550	\$111,300
WDM Design**	*\$72,000	\$10,400	\$22,000	\$104,400
Zoo Design, Inc.	\$93,240	\$10,000	\$45,780	\$149,020

*additional \$3,900 if transformer relocation and parking lot lighting is required
**WDM Design failed to sign required documents within the bid, constituting a material deficiency, and accordingly its bid had to be disqualified.

Zoo staff was pleased with the quality of the proposals overall. All three (3) proposals provided good examples and references.

SWT Design was chosen for a number of reasons including the lowest complete price. In addition, SWT Design had designed a number of primate exhibits.

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

FINANCIAL IMPACT: This entire project shall be reimbursed by the Illinois Public Museum Capital Grant Program. City must pay for costs as they are accrued. Reimbursements from the State of Illinois shall be received at fifty percent (50%) and 100% completion of the project.

Respectfully submitted for Council consideration.

Prepared by: Jay Tetzloff, Zoo Superintendent

Reviewed by: Bobbie Herakovich, Interim Director of Parks, Rec. & Cultural Arts

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SWT DESIGN FOR DEBRAZZA’S PLAZA**

THIS AGREEMENT, dated this ____ day of December, 2014, is between the City of Bloomington (hereinafter “CLIENT”) and SWT Design (hereinafter “SWT”).

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

WHEREAS, CLIENT desire to expand the attractions at the Zoo to include a DeBrazza’s Monkey Exhibit (DeBrazza’s Plaza), parking lot development and renovations to the Zoo’s entrance; and

WHEREAS, CLIENT issued a request for proposals seeking an design firm to provide services including but not limited to: concept refinement, schematic design, design development

and construction documentation, construction administration for the project scope defined in the City's RFP #2015-44 and SWT was determined by the CLIENT to be the most advantageous proposal; and

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

NOW THEREFORE, the parties agree as follows:

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

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

- (A) Refinement of DeBrazza's Plaza concept,
- (B) Develop design and schematic documents for said project,
- (C) Produce complete construction documents for said project,
- (D) Provide CAD based files for owner's use as well as CAD based record drawings for said project,
- (E) Provide construction administration throughout the life of the project as described in the proposal

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-44, a Request for Proposal for Design Services for DeBrazza's Plaza - Miller Park Zoo, and the proposal submitted by SWT, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by SWT. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. Fees/Invoices. For its services, CLIENT agrees to pay SWT a total fees of not more than: \$84,950.00 for its work on design services, \$6,800.00 for incidentals associated with the project, \$19,550.00 for construction observation services, and \$4,200 for any additional site visits made by SWT as directed and determined necessary by CLIENT. SWT's expenses are included in the total fee prices. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 6. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by SWT pursuant to this Agreement are instruments of its services. Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purposes, including but not limited to the CLIENT'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction.

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

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

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

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

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Subcontracting to sub consultants, normally contemplated by SWT as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

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

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

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

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

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

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

Section 18. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and SWT'S proposal, this Agreement is the entire Agreement between the CLIENT and SWT. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and SWT.

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

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

Section 21. Compliance with Laws. SWT and all Work by SWT shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 22. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

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

Section 24. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 25. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

SWT ARCHITECTS P.A.

By: Tari Renner
Its Mayor

By: _____
Its _____

ATTEST:

By: Tracey Covert
Its City Clerk

By: _____
Its _____

Motion by Alderman Schmidt, seconded by Alderman Painter that the RFP for Design/Construction Oversight of DeBrazza Plaza at the Miller Park Zoo be awarded to SWT Design, in the amount of \$111,300, the contract approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Public Library FY 2014 Annual Report.

Georgia Bouda, Director, addressed the Council. She had prepared a PowerPoint presentation. She addressed Library funding. Eighty-six percent (86%) of the Library's funding came from the property tax. She noted that sixty percent (60%) of expenditures addressed salaries and benefits. She informed the Council that the Golden Prairie Public Library District had a contract for library services. Golden Prairie consisted of small rural communities. The Library had completed the state's required annual report. Circulation had increased 112% over the past ten (10) years. She noted that the economy had improved. The Library owned over 300,000 items. It was at the maximum. Cost of circulation was addressed. These were nationwide comparisons. The cost had declined over the past ten (10) years, (the savings was \$2.57 per item circulated). She also addressed circulation per capita. The national average was twelve (12). The Library's circulation per capita was 19.53. The Library was busy.

Ms. Bouda addressed ebooks. This area had seen rapid growth. The ebook publishers needed to make the process simpler. Each had its own separate system. These systems were complex and several platforms were needed. Patrons can make appointments for Library staff assistance. There were audio books, magazines, music, etc. Ebook represented 3.6% of total circulation.

Cardholders had increased by approximately 10,000 over the past three (3) years. This represented a 26.5% increase. She cited Pew Research which was funded by the Gates Foundation. Libraries have a positive impact upon the community. They promote literacy, improve the quality of life, and provide services not found elsewhere. She cited the Summer Reading Program as an example. This year, there had been 7,541 participants and half of them completed the program. The Library was used. She also cited other programs. There were children, teen and adult programs. There were two (2) major programs which promoted diversity: El Dia de los Ninos and Celebration of India.

In closing, she addressed FY 2015 goals: prioritize options for service expansion, obtain and put in service the new bookmobile, acquire additional parking and review floor plan for space effectiveness. She informed the Council that the bookmobile's artwork was designed in house. It was scheduled to arrive in January 2015.

Alderman Fruin questioned improvements to the Normal Public Library and the impact upon the City's Library.

Ms. Bouda responded negatively. The City's Library was ahead of the Town Library. Both libraries were busy. Both had similar issues: space and parking.

Alderman Fruin questioned the card holders' demographics. Ms. Bouda cited the Golden Prairie Library.

Alderman Black thanked Ms. Bouda for the presentation. He addressed ebooks and noted that he rarely visited the Library. He questioned the cost for same.

Ms. Bouda cited the annual platform fee. The Library belonged to a consortium. Titles were purchased for Library patrons. She believed that there had to be a simpler way. At this time, the process was complicated.

Alderman Black questioned if there was a queue or any industry standards. Ms. Bouda noted that the Library used a popular platform. Library staff has researched this issue. Each platform had its drawbacks. The Library did not want to leave the consortium.

Alderman Black cited feedback regarding free events and marketing. Ms. Bouda stated that the Library had a Facebook page, used digital billboards and social media to market its events.

Alderman Sage stated that he would submit his questions via email. He cited the 3.6% for ematerials. He expressed his interest in year over year growth. Ms. Bouda offered to provide the information.

Alderman Sage cited conclusions drawn. Ms. Bouda believed that ematerials would level off. She cited Pew Research. Readers were readers and used all available platforms.

Alderman Sage restated his interest in year over year growth. Ms. Bouda noted that the budget for ematerials had increased.

Alderman Mwilambwe thanked Ms. Bouda for the presentation. He addressed children programming. Children were the community's future. He noted that the Town of Normal had retained a consultant regarding library expansion. The consultant had already recommended that the library not move from its current location citing library users and volunteers. He questioned the status of joint efforts as both libraries were looking at expansion.

Ms. Bouda noted that this issue had not been discussed last year. There had been a number of joint efforts. Normal wanted its own library. There was not a lot of interest.

Mayor Renner recalled a discussion with Mayor Koos. There were a number of issues due to the libraries different structures.

Ms. Bouda added that the libraries continued to cooperate.

Alderman Lower questioned collaboration with university/college libraries. Ms. Bouda noted that these libraries served different purposes.

Alderman Lower questioned remote capabilities, (i.e. the cloud). Ms. Bouda noted that the Library used the cloud. Library patrons can download ematerials from home.

The following was presented:

SUBJECT: Analysis of Bids and Approval of the FY 2015 Sewer Rehabilitation Contract, (Bid #2015 – 46)

RECOMMENDATION/MOTION: Recommend that the FY 2015 Sewer Rehabilitation be awarded to Hoerr Construction, Inc., the prices be accepted, the contract approved, in the amount of \$1,600,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2c. Functional, well maintained sewer collection system and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Work proposed within this contract includes sanitary sewer Cured In Place Pipe (CIPP) lining, manhole rehabilitation and lining, sewer point repairs, and sewer televising in various locations throughout the City. The CIPP sewer lining process involves inverting or pulling a resin saturated tube made of polyester, fiberglass cloth or other materials into an existing pipe and curing the resin with hot water to form a tight-fitting, joint less and corrosion resistant pipe. The sewers planned for lining range in diameter from eight to thirty-six inches (8” - 36”). Sewers were selected for rehabilitation based on information obtained from sewer televising, work orders or emergency repairs, and the Sewer Master Plan. The bid package included a base bid for sewer lining and miscellaneous pay items and two (2) alternate bids for manhole lining. Alternate Bid A specified a polymer manhole lining system and Alternate Bid B specified the use of a polyurea manhole lining system. Contractors could bid one or both of the alternates. All contractors elected to bid on the Alternate A, polymer lining system, and not Alternate B.

The contract allows 150 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

Public Works’ Engineering Division prepared plans and specifications for the FY 2015 Sewer Rehabilitation and the project was advertised for bids beginning on November 3, 2014. Bids were received until 2:00 PM Monday, November 24, 2014, in the office of the City Clerk. Four (4) bids were received and opened in the City Hall Conference Room. The bid tabulation as follows:

Company	Base Bid + Alt. Bid A
Hoerr Construction, Inc. (low bid)	\$1,331,290.00
Insituform Technologies USA, LLC	\$1,412,950.25
Michels Pipe Services	\$1,487,833.00
Kenny Construction	\$1,944,950.00

Engineer's estimate \$1,600,420.00

Budget

Sanitary Sewer	Arcadia Sewer Rehabilitation	\$624,000
Sanitary Sewer	Sewer & Manhole Lining Program	\$500,000
Sanitary Sewer	Manhole Rehabilitation	\$165,000
Sanitary Sewer	Sanitary CCTV Evaluations	\$408,000
<i>Total Budget</i>		<i>\$1,697,000</i>

Total Contract Award \$1,600,000

Since the project involves lining of sewers throughout the City along with an unknown number of point repairs which require excavation, staff recommends awarding a contract for \$1,600,000. This will allow the City to take advantage of the excellent contract unit prices to add additional CIPP quantities if advantageous and make needed sewer point repairs as they are discovered. The number of point repairs is unknown at this time. A few potential locations have been observed from the available CCTV video. These locations as well as others identified by the pre-installation CCTV will be reviewed and discussed with the selected contractor to determine if a sewer point repair is needed. The remaining \$97,000 in budgeted funds will be used for additional sewer televising work to be bid in the near future to help evaluate sewer infrastructure including pipes that may impact next year's street resurfacing program.

The City's draft Sewer Master Plan discusses the importance of a regular sewer lining program to extend the useful life of the existing infrastructure. This is considered best practice for sanitary sewers as discussed in the Sewer Master Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on November 3 and November 10, 2014, and a pre-bid meeting was held at 2:00 PM on November 12, 2014, in the Public Works Department's Conference Room.

FINANCIAL IMPACT: The Sewer Rehabilitation projects are appropriated in the FY 2015 Budget in Sewer - Engineering Services (51101100 - 70050) for \$453,000 and Sewer - Construction and Improvements (51101100 - 72550) for \$1,244,000. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 158, 159, 328 and 329.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, PE, Project Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Steven Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. This item was budgeted and he recommended approval. This would be a pipe lining project. City staff would make a presentation which would result in better understanding.

Kevin Kothe, City Engineer, addressed the Council. The project was the FY 2015 Sewer Rehabilitation. He provided background information regarding the need for this project. He cited the 2014 Storm Water and Sanitary Sewer Master Plan. Problems areas had been identified. He noted the size of the City's sewer system: 280 miles of sanitary sewers and ninety (90) miles of combined sewers.

Mr. Hales stated that the City had old pipes. Mr. Kothe added that there were sewers that were over 100 years old. He cited an 1881 brick sewer as an example. The typical material was clay and brittle. The joints were not good. There were two (2) issues that would be addressed: structural defects and Inflow and Infiltration (I & I).

Alderman Stearns left the meeting at 7:45 p.m.

Mr. Kothe addressed aging sewers. This was a large issue. Sewer replacement was costly, disruptive and inconvenient. The City would line these sewers. The Council was provided with a project map. He noted the craftsmanship of the 1880's brick sewers. The issue with brick sewers was the connections. Clay pipes crack and become oval in shape. Replacement can be avoided with sewer lining. The repair involves lining the sewer. Access was gained through manholes. The City performed sewer lining in 2007. Sewer lining restored structural integrity.

Alderman Stearns returned to the meeting at 7:50 p.m.

Mr. Kothe described sewer lining as a pipe within a pipe.

Mr. Kothe addressed I & I which occurred when water entered the system. The Randolph treatment plant was not designed for same. The City would undertake a pilot program in the Arcadia area sewers. It appeared to be a bad location for I & I. The City would measure the effectiveness of sewer lining by monitoring these sewers after installation. The City needed to address I & I east of Veterans Pkwy. There were three (3) options to address I & I: 1.) sewer lining; 2.) construct a wastewater storage facility; and/or 3.) combination of the first two.

Mr. Hales noted that the Randolph plant had been at capacity. Mr. Kothe informed the Council that this plant was designed for nine (9) million gallons.

Mr. Hales believed that the average daily amount was three (3) million gallons. This plant could be overloaded. This was a serious problem. The IEPA, (IL Environmental Protection Agency), was monitoring same. There were I & I issues on the City's east side that must be solved. The City could be sanctioned by the IEPA. There was not an easy, inexpensive solution. He questioned the cost for a storage facility.

Mr. Kothe stated millions of dollars. He addressed next steps for City core sewers. The goal was to rehabilitate one percent (1%) per year or four (4) miles of sewer. The City needed to be more aggressive. City staff would continue to evaluate and inventory the sewer system. The plan was to be proactive and televise all sewers. Finally, worked continued to eliminate combined sewers.

Alderman Sage addressed I & I which he believed was an issue approximately three to four (3 – 4) years ago east of Towanda Barnes Rd. or Hershey Rd. These were newer parts of the system. He questioned why this had occurred.

Mr. Kothe referred to the sewer study. There were a number of areas. The flow data showed issues. The question was the source. He cited a number of causes: pipe material, homeowners' sump pumps, commercial cross connections, roof drains, etc. Finding the answer would be labor intensive.

Alderman Schmidt thanked Mr. Kothe for the presentation. She questioned the cost of not doing this project.

Mr. Kothe cited the Sewer Master Plan: \$136 million over twenty (20) years. This bid resulted in good pricing which allowed the City to complete more sewer work.

Alderman Sage thanked Mr. Kothe for the presentation. He questioned the disruption to citizens.

Mr. Kothe stated that there would be minimal disruption. Sewers could not be used during lining installation. Work would be scheduled during off peak hours. City staff would work with residents. Generally, the work would be completed in less than eight (8) hours.

Alderman Lower noted the City's limited experience with sewer lining. He questioned the life expectancy.

Mr. Kothe acknowledged that there was not a lot of good data. He cited his twenty-six (26) year tenure with the City. This process continued to improve. He estimated the life expectancy of sewer lining at fifty to hundred (50 – 100) years.

Motion by Alderman Painter, seconded by Alderman Schmidt that the bid for FY 2015 Sewer Rehabilitation be awarded to Hoerr Construction, Inc., the prices accepted, the contract approved, in the amount of \$1,600,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

FY 2015 Semi Annual Financial Report.

Mayor Renner introduced this item.

Patti-Lynn Silva, Finance Director, addressed the Council.

Mayor Renner left the dais at 8:03 p.m.

Ms. Silva had prepared a PowerPoint. She began by informing the Council that the City had twenty-eight (28) different funds. The City's budget totaled over \$180 million. The General Fund consisted of fifty-one percent (51%) of the budget. The next largest fund was the Water Fund at fourteen percent (14%) of budget. The General Fund was the City's main operating fund. Eighty percent (80%) of the General Fund came from state and local taxes. These were elastic revenues. The General Fund has been used to support various Enterprise Funds. A breakdown of the General Fund by type of tax was presented. Property Taxes equaled twenty-three percent, (23%). The state and home rule sales taxes generated thirty-seven percent (37%) of the General Fund.

Ms. Silva addressed revenue projections. Sales tax revenue was down by three percent (3%). The City would not receive the Christmas season sales tax data until March 2015. She estimated the sales tax shortage at \$1 million. She added that other taxes were also down. She specifically addressed utility taxes which were tied to consumption. Utility taxes were increasing but there had been recent rate increases. This tax was dedicated to

the Police and Fire Pension Funds. It appeared that the local Motor Fuel Tax, (MFT), would exceed \$600,000 for this fiscal year. She estimated that there would be \$2.4 million for street resurfacing from this tax. The amusement tax had been more difficult to project. Collection started in August 2014.

Ms. Silva addressed fees. The following fees were down: plumbing, heating and electrical permits, (\$150,000). In addition, ambulance fees were down, (\$400,000). The City would be closing out two (2) TIF, (Tax Increment Financing), Districts this year, Market St. and Downtown. This would bring additional revenue to the General Fund.

Mr. Hales questioned other communities' experience. Ms. Silva noted that revenue was also down for the Town of Normal. She added that their sales tax sectors were different.

Mayor Renner returned to the meeting at 8:10 p.m.

Ms. Silva added that City staff would watch the data which was delayed.

Ms. Silva addressed General Fund expenditures. Salaries and benefits equaled fifty-one percent (51%). She addressed projections for same. She noted the number of retirements and the City retaining contract employees. The estimated cost for same was \$700,000. She also cited overtime costs in the Fire Department. She cited minimum manning requirements. There had been vacancies due to work related injuries. The estimated cost for same was \$800,000. Finally, she addressed the cost for outside legal counsel. There had been complex legal issues, (i.e. Pepsi Ice Center garage). The estimated cost for same was \$400,000. There had been savings in principal and interest related to the capital lease program. The savings was \$650,000.

Ms. Silva addressed the year end projections for the General Fund. The FY 2015 year end projection was a deficit of \$2.1 million. City staff was currently developing an action plan to close the gap. It would include a spending freeze.

Mr. Hales described a midyear financial report as typical. City staff would review expenditures. Department heads would have to justify filling vacancies. Capital expenditures would be put on hold. Each department would review its budget. City staff would have a better idea of the City's financial position by the end of the third quarter. The City must end the fiscal year with a balanced budget. This report was timely.

Ms. Silva noted that the Council had adopted a lean budget. She added that City staff was currently reviewing the budget. There had been limited use of contingency funds. At the start of FY 2015, the General Fund balance was \$14 million or fifteen percent (15%) of expenditures.

Ms. Silva addressed the Water Fund. She cited the FY 2015 budget Water Fund balance, \$23 million. The fund had grown its balance to address capital needs. At fiscal

year-end, the fund balance would be \$17.5 million or seventy-eight percent (78%) of expenditures.

Ms. Silva addressed the Sewer Fund. The FY 2015 year-end balance was estimated at \$1.5 million or twenty-four percent (24%) of expenditures. A concern was raised, the Locust Colton CSO, (Combined Sewer Overflow), Elimination, Phase 2. There were issues with funding this project.

Ms. Silva addressed the Storm Water Fund. The FY 2015 year-end balance was estimated at \$76,700 or two percent (2%) of expenditures. There had not been a fee increase since 2004. She cited the Sewer Master Plan and the ability to fund key projects. Both the sewer and storm water funds needed rate studies. The City had to address capital needs.

Mr. Hales noted that the Locust/Colton CSO, Phase 2 had been held back. There was a real concern as the financial capacity was lacking.

Ms. Silva added that the Locust/Colton CSO, Phase 2 was a water, sewer and storm water project.

Ms. Silva addressed the Solid Waste Fund. The FY 2015 year-end balance was estimated at -\$1.5 million. The General Fund already provided a \$1.2 million subsidy. This fund would have an impact upon the FY 2015 budget. It would also impact the FY 2016 budget. The City needed to have a plan.

Mr. Hales readdressed the General Fund. He cited the \$14 million fund balance which equaled fifteen percent (15%) of expenditures. There were some one (1) time event costs. The first priority would be to address the variance in revenues versus expenditures. He noted that the fund balance had been used to address retirements. There were decisions needed at the policy level. The concern was the downward trend. The key question addressed where the bottom was. He added that both the Town of Normal and McLean County were concerned.

Mayor Renner concurred with Mr. Hales' comments. The County and Town were facing similar circumstances.

Alderman Painter thanked Ms. Silva for the presentation. She stated that the Solid Waste program was more than toters. Ms. Silva noted that the breakdown of the toters selected contributed to the negative fund balance. The bulk waste portion of the program was the most expensive component. The City only charged fifty percent (50%) of cost for this service.

Alderman Stearns expressed her belief that citizens were willing to pay for bulk waste. The City had the staff and should charge for this service. She added that the City yard provided citizens with another option.

Alderman Stearns noted that the local MFT had exceeded expectation. Ms. Silva added this tax was .04 per gallon of fuel.

Alderman Stearns addressed sales tax and population trends. Ms. Silva did not have any statistics regarding same. There had been no decline in utility consumption over the past three (3) years.

Mayor Renner believed that the US Census Bureau updated the City's census on an annual basis. He believed that the City's census was 79,000 and would reach 80,000 in the coming year.

Alderman Stearns believed that individuals were leaving the community.

Alderman Mwilambwe described the report as sobering. He questioned the impact upon the local MFT as fuel prices were declining. He questioned if the current trend in fuel prices would continue and impact of same as individuals would have more money. He was optimistic about the future. Ms. Silva restated that Finance staff would watch sales tax data. The question regarding the price of fuel and the impact upon other types of sales was complex.

Alderman Mwilambwe questioned automobile sales. Ms. Silva noted that this sector was up.

Alderman Black thanked Ms. Silva for her presentation. He noted that there were missing data points. He cited his recent tenure on the Council. He addressed a time line that would circle back to the Council's past Solid Waste Fund discussions. He agreed that something needed to be done.

Mr. Hales informed the Council that no decisions had been made. He suggested that an ad hoc committee be formed. This group would report back to the Council with specific directions/options.

Alderman Black questioned a storm water rate study. Mr. Hales noted that this was only one (1) of many projects. He restated that rate studies were needed for sanitary sewers and storm water. These items would be incorporated into the budget process.

Alderman Black addressed bulk waste. Citizens appreciated this service and were willing to pay for same. This item should also be addressed during the budget process.

Ms. Silva added that bulk waste was the most expensive solid waste service.

Alderman Lower questioned why the Council was focused on solid waste. The Council needed to look at all City programs and their subsidy level. He expressed his concern regarding the cost for basic solid waste service. The Council needed to look at other areas and other user fees. He readdressed subsidy levels.

The following was presented:

FY 2015 Major Capital Projects Update – Parks, Water and Public Works.

Mayor Renner introduced this item.

David Hales, City Manager, stated that this presentation would address completed capital projects for parks, water and streets. The PowerPoint documented the progress made.

Bobbie Herakovich, Interim Director of Parks, Recreation & Cultural Arts, addressed the Council. She planned to address projects completed over the past six (6) months. She addressed the Benjamin School Trail project. This would be a Safe Routes to School Grant. This \$160,000 federal grant was awarded through IDOT, (IL Department of Transportation). There was a \$40,000 City match. The Public Works and Parks, Recreation & Cultural Arts Departments would partner with Unit 5 schools. This project would connect parts of the Grove Subdivision with Benjamin Elementary School. The next project was Sugar Creek Trail. This would be an extension of Constitution Trail along Sugar Creek. It would create an east/west connection. Playgrounds were addressed. Three (3) playgrounds were updated: Franklin Park was completed in July 2014 at a cost of \$40,800; Suburban East was completed in August 2014 at a cost of \$33,000; and Pepperidge Park was completed in September 2014 at a cost of \$45,292. The Suburban East playground was installed by City staff. She noted the lower cost. The Civil War Monument and Trotter Fountain were restored. The first was completed in September 2014 at a cost of \$48,000. The later was completed in June 2014 at a cost of \$42,290.

There were prairie projects: installation of one at Eagle View Park which was completed in August 2014 at a cost of \$2,500. Prairie must be burned. Tipton Park's prairie was burned in April 2014 at a cost of \$500. Parks staff was also responsible for prairie maintenance. Prairies served dual purposes. Maintenance of the Grove prairie was cited as an ongoing project with a cost of \$3,000. There were stream and water management projects. Ongoing programs included Constitution Trail. Intergovernmental agreements had a cost of \$149,000. Emerald Ash Borer management was another ongoing program. There were over 4,000 trees that needed to be removed. The annual cost was cited at \$67,500. This project would take several years to address. Storm water retention basins were another area of responsibility. The following were cited: Tipton at an annual cost of \$5,325; Golden Eagle at an annual cost of \$3,300; Eagle Creek at an annual cost of \$3,000 and Miller Park at an annual cost of \$5,340.

Ms. Herakovich addressed projects at the Bloomington Center for the Performing Arts, (BCPA). A patio was added at a cost of \$10,000 in October 2014. Tuck pointing had begun in August 2014 at a cost of \$65,000. Bloomington High School's tennis courts were resurfaced in July 2014 at a cost of \$10,000. She addressed the Miller Park Zoo and the \$750,000 museum grant for the Flamingo exhibit. In closing, she addressed HVAC (Heating, Ventilating and Air Conditioning) projects: Prairie Vista Golf Course had the

furnace replaced in June 2014 at a cost of \$3,500 and compressors were replaced at the Pepsi Ice Center/US Cellular Coliseum in June 2014 at a cost of \$64,960.

Brett Lueschen, Interim Water Director, addressed the Council. There were a number of water main projects. He cited the following: Parkview, Phase 3 water main replacement at a cost of \$200,000; Parmon main replacement at a cost of \$300,000; Main St. bridge transmission main relocation at a cost of \$250,000; Stewart St. replacement estimated cost \$250,000 scheduled for spring 2015; Lake Bloomington replacement estimated cost \$225,000 scheduled for spring 2015; and MacArthur Ave. replacement at a cost of \$70,000. This project was completed with City staff. A number of the water mains in residential areas were poor performing, undersized mains. The Main St. bridge project was in Normal. It involved a transmission main. It was currently in the design phase. IDOT would let this project for bid in January 2015. The MacArthur water main involved a street widening project. He noted the small size of Lake Bloomington water mains, (2", 4", 6" and 10"). He cited fire flow and the need for the minimum main size to be eight inches (8"). This change would have a positive impact upon water quality. Work would commence with two to four inch (2 - 4") mains. There was the Lake Evergreen Bridge deck replacement at a cost of \$994,900. He noted that the bridge support was failing. In addition, there was an upcoming project at the Water Treatment Plant. The filter would be replaced at an estimated cost of \$400,000. This would result in the use of new material. He had a goal of January 2015.

Scott Sprouls, Information Services Director, addressed the Council. He addressed the SCADA (Supervisory Control and Data Acquisition) upgrade. SCADA managed the water distribution system. The technology was complex. The current system dated back to the 1990's. The last software upgrade occurred in 2004. The estimated cost was \$600,000.

Kevin Kothe, City Engineer, addressed the Council. He addressed the \$10 million bond issue. Results were presented via photographs. He presented a project cost breakdown: General Resurfacing - \$8,190,000; CCTV Sewer Inspections - \$200,000; Pavement Preservation - \$450,000; Sidewalk Replacement/Handicap Ramp - \$1,000,000 and SEDCO Microwave Detention - \$160,000. He noted that when a street is resurfaced the sidewalk ramps must be ADA compliant. This portion of the bond issue equaled ten percent (10%) of the budget. Microwave detection would be used instead of loops. The microwaves also detected motorcycles and bicycles. The Council was presented with a map which documented the final selected streets. This work involved inlet repairs, sewer repairs, curb and median replacement, street milling, extended paver work and utility finishing work, (i.e. manholes). The Council was shown before and after photographs. Mr. Kothe noted that pavement preservation was a part of the work completed. City staff had maintained construction plans, and post construction documents or "as built" documents. He thanked all involved. MacArthur was an outstanding project.

Alderman Black questioned if the SCADA system would be put on line. Mr. Sprouls stated that the system consisted of data and therefore it was possible.

Mr. Lueschen addressed security concerns. The entire SCADA system would not be accessible. He offered to research same.

Alderman Mwilambwe thanked all for the presentation. It was important to recognize the things that the City had done well. He had seen improvements. The City had talented staff. Presentations should be scheduled on a regular basis.

Mayor Renner extended his appreciation to the City staff for the presentation.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, noted that this was Tracey Covert's, City Clerk, last Council meeting. A retirement reception would be held on Friday, January 2, 2015 from 2 – 4 p.m. at City Hall. He recognized and thanked Ms. Covert for her service to the City.

MAYOR'S DISCUSSION: Mayor Renner thanked the Council and City staff for their efforts during the past year. He wished all safe holiday celebrations.

ALDERMEN'S DISCUSSION: Alderman Fruin addressed the recent attention paid to the public comment portion of the Council's meetings. The City needed to move forward. Choices had been made. Constructive criticism was helpful. The campaign season was coming. He hoped that this would remain outside of the Council Chambers.

The Christmas season was a time to reflect. The Council needed to focus on what it hoped to accomplish. The new year would bring a fresh start. In the past, he had visited a number of Central IL communities. Perhaps, the Council needed to reexamine its Public Comment practices.

Mayor Renner stated that democracy was messy. He offered to discuss same with Jeff Jurgens, Corporation Counsel.

Alderman Stearns noted that public comment was the law. Citizens had the right to same. The Council needed to treat everyone with respect. The citizens were the Council's employer. She believed in free speech and diverse opinions. Citizens had taken the time to attend Council meetings. She thanked the citizens for their comments. She would not support any change to same. She restated that the Council needed to respect citizens.

Alderman Sage addressed Priority Based Budgeting, (PBB). Bernie Sieracki was no longer involved in this project. There had been a number of meetings/conversations but no deliverables. He reminded the Council that Mr. Sieracki had volunteered his services. The City was moving forward. There would be levels of engagement. A draft Citizen Survey had been provided to the Council and would be placed on the City's website. The Citizens Academy participants would act as a test pool. He requested Council feedback by Thursday. There would be a Citizen Summit on Tuesday, January 20, 2015 from 6:00 – 9:00 p.m. at the Bloomington Center for the Performing Arts' Ballroom. Each Alderman would be asked to invite ten (10) people from his/her ward. The Mayor would invite ten (10) people at large. There were would be ten (10) tables with an elected official and a City

staff jointly assigned to each table. He looked forward to the Council's feedback. He welcomed any questions. He cited Nora Durkowitz's, Communication Manager, efforts.

Alderman Lower cited the Christmas season. He noted that individuals came to the City from surrounding areas to shop. The City needed to be mindful that it served a wider audience.

Motion by Alderman Black, seconded by Alderman Hauman, that the meeting be adjourned. Time: 9:13 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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