

**CITY OF BLOOMINGTON**  
**COUNCIL MEETING AGENDA**  
**109 E. OLIVE**  
**MONDAY, January 26, 2015 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments/Presentations**
  - A. State of the City Address by Mayor Tari Renner. 10 minutes.**
  - B. Proclamation Declaring February 2015 Therapeutic Recreation Month, presented to Barb Wells, Parks, Recreation Supervisor, Recreation and Cultural Arts.**
  - C. Connect Transit Presentation by Andrew Johnson. Time 10 minutes. Presentation 5 minutes, Q/A 5 minutes.**
  - D. Mclean County Regional Planning Commission Presentation by Vasudha Pinnamaraju, AICP. Time 30 minutes. Presentation 20 minutes, Q/A 10 minutes.**
- 7. “Consent Agenda”**

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

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

- A. Council Proceedings of January 12, 2015. (Recommend that the reading of the minutes of the previous Council Proceedings of January 12, 2015 be dispensed with and the minutes approved as printed.)**

- B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)**
- C. Payment to State of Illinois in Excess of the Estimated Amount Approved in the Amount of \$323,285.19 for FAP Route 704, (I-55 BUS – Veterans Pkwy.), State Section (1)N & TS-1, City MFT Section 81-00230-00-PV and Change Order in the Amount of \$135,527.46. (Recommend that the Final Payment to the State of Illinois Treasurer in the amount of \$323,285.19 and Change Order in the Amount of \$135, 527.46 be approved, and the Resolution adopted.)**
- D. Final Payment to State of Illinois in the Amount of \$175,447.38 for the Constitution Trail (Grove to Croxton), Illinois Project HPP-4070/001/000, City Section 05-00333-00-BT, and Approval of a Change Order to Pay an Additional \$24,001.94. (Recommend that the Final Payment to the State of Illinois Treasurer in the amount of \$175,447.38 and Change Order in the amount of \$24,001.94 be approved, and the Resolution adopted.)**
- E. Ratification of Agreement with Police Benevolent Labor Committee Telecommunicators for the period of May 1, 2014 through April 30, 2016. (Recommend that the Agreement with Police Benevolent Labor Committee Telecommunicators be ratified, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- F. Intergovernmental Agreement with Evergreen Memorial Cemetery. (Recommend that the Intergovernmental Agreement with Evergreen Memorial Cemetery be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. Government Center: Operation & Maintenance Costs/ Attachment No. 13. (Recommend that Attachment Number 13 to the Amendment to the Lease and Operation and Maintenance Agreement for the City and County Office Building be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- H. Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on January 31, 2015. (Recommend that the Ordinance be passed.)**
- I. Water Main Extension from Doyte and Carolyn Burton for Property Located at 2107 W. Washington St. (Recommend that the Agreement with Doyte and Carolyn Burton for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- J. Water Main Extension from Roy Whittinghill for Property Located at 2113 W. Washington St. (Recommend that the Agreement with Roy Whittinghill for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- K. Water Main Extension from John Thomas for Property Located at 2117 W. Washington St. (Recommend that the Agreement with John Thomas for a**

**Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

**L. Water Main Extension from Doyle Martin for Property Located at 2119 W. Washington St. (Recommend that the Agreement with Doyle Martin for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

**M. Water Main Extension from Lori Burton for Property Located at 2201 W. Washington St. (Recommend that the Agreement with Lori Burton for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

**8. “Regular Agenda”**

**A. Tucci Recapture Agreement. (Recommend that the Agreement Authorizing Reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision be approved, and the Mayor and City Clerk authorized to execute the necessary documents.) Time 15 minutes.**

**B. Text Amendment to Chapter 2, Sections 39, 42 and 54A and Chapter 16, article IV Sections 48 – 50, 52 and 58 of the City Code Pertaining to Procurement. (Recommend that Text Amendment be approved and the Ordinance passed.) Time 15 minutes.**

**9. City Manager’s Discussion**

**10. Mayor’s Discussion**

**11. City Aldermen’s Discussion**

**12. Executive Session - cite section**

**13. Adjournment**

**14. Notes**



# UPDATE/JAN 2015

**VISION** To be the reliable and safe transportation connecting communities

## ORIGINS

The Bloomington-Normal Public Transit System was formed in 1972 by the City of Bloomington and the Town of Normal. Operating as an independent agency, it is governed by a board appointed by both the City and Town. In 2012, the system rebranded as Connect Transit and today the Bloomington-Normal community is served by a fleet of 56 transit vehicles and over 100 transit employees.



## PERFORMANCE FY2014

### GENERAL

|                            |              |
|----------------------------|--------------|
| Total Passenger Trips      | 2,587,228    |
| Population                 | 129,107      |
| Passenger Trips per Capita | 20           |
| Passenger Trips per Hour   | 23           |
| Current Operating Budget   | \$10,504,000 |

### FIXED ROUTE

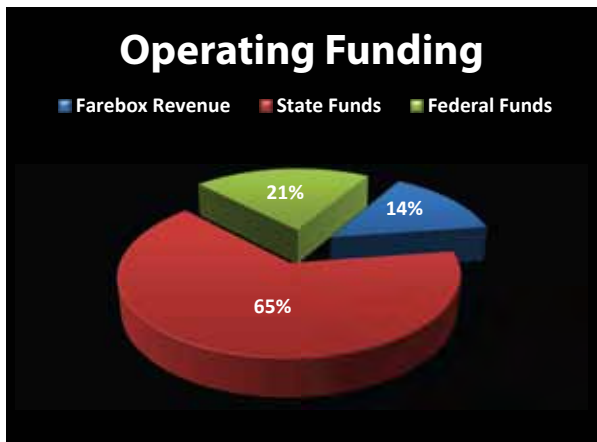
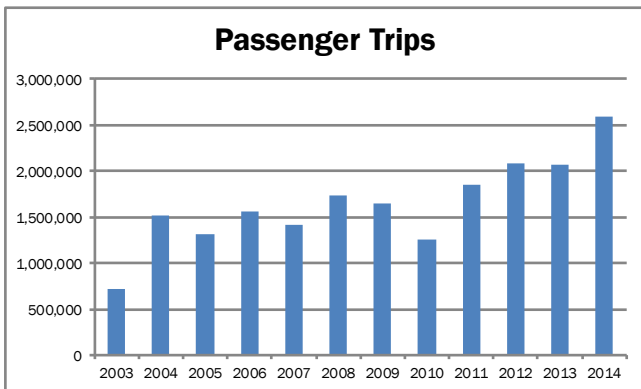
|                     |           |
|---------------------|-----------|
| Passenger Trips     | 2,521,963 |
| Total Revenue Miles | 1,270,497 |
| Total Revenue Hours | 91,297    |

### DEMAND RESPONSE

|                     |         |
|---------------------|---------|
| Passenger Trips     | 65,265  |
| Total Revenue Miles | 322,972 |
| Total Revenue Hours | 23,379  |

### NOTABLE ACHIEVEMENTS

- Obtained a \$2.04 million Federal Ladders of Opportunity grant to buy new buses.
- Completed a community bus stop & shelter study
- Began selling advertising on buses
- 25% growth in ridership in FY2014



## CONTACT

**Connect Transit**  
 351 Wylie Drive  
 Normal, IL 61761  
[connect-transit.com](http://connect-transit.com)

**Andrew Johnson**  
 General Manager  
 309.829.1123  
[ajohnson@connect-transit.com](mailto:ajohnson@connect-transit.com)

**Item 6D.**

**McLean County Regional Planning Commission  
Presentation by Vasudha Pinnamaraju, AICP.**

**Presentation Document Distributed Via  
Addendum**



FOR COUNCIL: January 26, 2015

SUBJECT: Council Proceedings of January 12, 2015

**RECOMMENDATION/MOTION:** Recommend that the reading of the minutes of the previous Council Proceedings of January 12, 2015 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of January 12, 2015 have been reviewed and certified as correct and complete by the City Clerk.

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Recommended by:

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

David A. Hales  
City Manager

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Motion: **That the reading of the minutes of the previous Council Proceedings of January 12, 2015 be dispensed with and the minutes approved as printed.**

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:02 p.m., Monday, January 12, 2015.

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:** Mboka Mwilambwe, Kevin Lower, David Sage, Diana Hauman, Joni Painter, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

**Aldermen Absent:** Judy Stearns and Scott Black.

City Manager David Hales, Chief Deputy Clerk Renee Gooderham, and Corporate Counsel Jeff Jurgens were also present.

**Staff Absent:** Tracey Covert, City Clerk.

**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.

Robert Bosquez, 819 W. Jefferson, addressed the Council. He thanked the Council for their support with the West Bloomington Revitalization Program (WBRP). He acknowledged housing partners: Mid Central Community Action, Habitat for Humanity and Community Development. He read WBRP's mission statement. He explained the process for *checking out* tools from the tool library. He noted that WBRP, located at 801 W Washington, celebrated their first (1<sup>st</sup>) year anniversary at same.

Josh Schmidgall, 2212 Beacon Ct., addressed the Council. He believed citizens paid too many taxes. He cited property tax, gas tax, and amusement tax. He believed Sewer & Storm Water Rate and Impact Fee Study/Analysis was a waste of tax payer money. He recommended cutting the size and scope of the government.

Patricia Marton, 1114 E. Grove St., addressed the Council. She had attended the Governor's Conference on Aging in Chicago over the holidays. She presented two (2) lectures during same. She met with Dontae Latson, CEO YWCA McLean County. Mr. Latson was possibly interested in developing a elderly stories video.

Alton Franklin, 508 Patterson Dr., addressed the Council. He was saddened by the events in France. He questioned awarding Raftelis Financial Consultants another contract. He



**believed the tap on fees for Hawthorne Commercial 12<sup>th</sup> Addition and Sapphire Lake 3<sup>rd</sup> Addition were not appropriate for the proposed subdivisions.**

**Gary Lambert, 3018 E. Oakland, addressed the Council. He had heard Governor Rauner's inaugural address. Governor Rauner was placing a freeze on non essential spending. He believed that rates should be raised if staff determined same. A Sewer & Storm Water Rate and Impact Fee Study/Analysis was not required.**

**The following was presented:**

Introduction of Laurel Schumacher, Citizens Beautification Committee.

**Mayor Renner recognized Ms. Schumacher.**

**The following was presented:**

Introduction of John Hanson, Airport Authority Board.

**Mayor Renner recognized Mr. Hanson.**

SUBJECT: Council Proceedings of December 8, 2014 and December 15, 2014

**RECOMMENDATION/MOTION:** Recommend that the reading of the minutes of the previous Council Proceedings of December 8, 2014 and December 15, 2014 and Work Session minutes of December 8, 2014 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of December 8, 2014 and December 15, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Hauman, seconded by Alderman Lower that the that the reading of the minutes of the previous Council Proceedings of December 8, 2014 and December 15, 2014 and Work Session minutes of December 8, 2014 be dispensed with and the minutes approved as printed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Bills and Payroll

**RECOMMENDATION/MOTION:** Recommend 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 January 8, 2015.

**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 Hauman, seconded by Alderman Lower that the bills and payroll be allowed and 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 Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, and Fruin.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Appointment to the Citizens Beautification Committee and Airport Authority Board

**RECOMMENDATION/MOTION:** Recommend that the Appointment be approved.

**STRATEGIC PLAN LINK:** Goal 4. Strong neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4e. Strong partnership with residents and neighborhood associations.

**BACKGROUND:** I ask your concurrence in the appointment of Laurel Schumacher of 2004 Ebo Lane, Bloomington 61704 to the Citizens Beautification Committee. Her three (3) year term will expire April 30, 2018.

I ask your concurrence in the appointment of John Hanson of 21 Buckhurst Circle, Bloomington 61704 to the Airport Authority Board. His five (5) year term will expire April 30, 2018. Mr. Hanson is replacing Aaron Quick who has been serving as the board's chairman since May.

Parties interested in receiving City appointments can fill out a Statement of Interest in Mayoral Appointment to a Board, Commission, or Committee. Council maintains the right to review all forms submitted.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Beth Oakley, Executive Asst.

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Hauman, seconded by Alderman Lower that the Appointments be approved.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Waive the Formal Bid Process and Contract with Hanson Professional Services, Inc. to Provide Construction Inspection for the Evergreen Lake Bridge Superstructure Replacement Project

**RECOMMENDATION/MOTION:** Recommend that the Formal Bid Process be waived, the agreement with Hanson Professional Services, Inc., Springfield, be approved, the Mayor and City Clerk be authorized to execute the necessary documents at a cost not to exceed of \$14,200 and the Resolution adopted.

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

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

**BACKGROUND:** The Evergreen Lake Spillway Bridge Superstructure Replacement Project was awarded by Council to Stark Excavating, Inc. on October 27, 2014. To date Stark has removed the old deck and both pier caps, and will now begin performing concrete repairs on the abutments and replacement of the pier caps. All work is scheduled for completion by May 15, 2015. Engineering Technician personnel are performing daily construction observation duties, however, the upcoming concrete repair work requires structural engineering expertise to identify

what areas need to be repaired. Hanson Professional Services prepared the construction plans for this project and have Licensed Structural Engineering personnel experienced in performing the needed work.

The agreement with Hanson Professional Services, Inc. would authorize up to ten (10) site visits to perform construction inspection requiring a structural engineer at a cost not to exceed of \$14,200.00.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** This expenditure was budgeted in the Water Transmission and Distribution – Engineering Services account (50100120-70050). Stakeholders may locate this in the budget book titled “Other Funds & Capital Improvement Program” on pages 280 and 325.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Project Engineer

Reviewed by: Brett Lueschen, Interim Director of Water  
Steve Rasmussen, Asst. City Manager

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

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

Recommended by:

David A. Hales  
City Manager

#### **RESOLUTION NO. 2015 -**

#### **A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF PROFESSIONAL ENGINEERING SERVICES TO PERFORM CONSTRUCTION INSPECTION AT THE EVERGREEN LAKE BRIDGE FROM HANSON PROFESSIONAL SERVICES, INC. AT A COST NOT TO EXCEED OF \$14,200**

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 Engineering Services for Construction Inspection from Hanson Professional Services, Inc. at a cost not to exceed of \$14,200.

ADOPTED this 12<sup>th</sup> day of January, 2015.

APPROVED this 13<sup>th</sup> day of January, 2015.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Hauman, seconded by Alderman Lower that the Formal Bid Process be waived, the agreement with Hanson Professional Services, Inc., Springfield, be approved, the Mayor and City Clerk be authorized to execute the necessary documents at a cost not to exceed of \$14,200 and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Intergovernmental Agreement with McLean County for 2015 Booking Services

**RECOMMENDATION/MOTION:** Recommend that the Intergovernmental Agreement with McLean County Sheriff's Department for 2015 Booking Services be renewed, in the amount of \$25,572, 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:** For several years an intergovernmental agreement has been in effect between the City and McLean County Sheriff's Department for retention, mug shots, booking, and

fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

The term of agreement is January 1, 2015 to December 31, 2015, renewable on a year to year basis. The fee for booking services has increased by 3% from \$24,838 to \$25,572.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The cost of the agreement for one (1) year is \$25,572 (\$2131 per month). This cost is budgeted in Police Department – Other Purchased Services account (10015110-70690). Stakeholders can locate this in the budget book titled “Budget Overview & General Fund” on page 251.

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

Reviewed by: Kenneth A. Bays, Asst. Police Chief

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

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

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Hauman, seconded by Alderman Lower that the Intergovernmental Agreement with McLean County Sheriff’s Department for 2015 Booking Services be renewed, in the amount of \$25,572, 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 Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, and Fruin.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

**Motion carried.**

SUBJECT: Third (3<sup>rd</sup>) Tolling Agreement with McLean County Land Trust CC-1

**RECOMMENDATION/MOTION:** Recommend that the Third (3<sup>rd</sup>) Tolling Agreement with McLean County Land Trust CC-1 be approved, 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, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Better quality roads and sidewalks, and Objective 5b. City decisions consistent with plans and policies.

**BACKGROUND:** The City and McLean County Land Trust CC-1 are parties to several annexation agreements from the 1990s related to the development of the Fox Creek Subdivision area. The Third (3<sup>rd</sup>) Amendment is the final amendment to the Fox Creek Annexation Agreement. It effectively replaces the original annexation agreement and the first (1<sup>st</sup>) two (2) amendments, and became the parties' agreement. The City contends that pursuant to the parties' agreements, the owner owes development fees, additional work on a detention basin, and on sidewalks in the twelfth (12<sup>th</sup>) addition of the Fox Creek Subdivision. Paragraph eighteen (18) of the Third (3<sup>rd</sup>) amendment provided that: This Agreement shall be enforceable for a period of twenty (20) years from the date of passage of the annexation ordinance contemplated by this agreement." Ordinance No. 1994-41, which ratified the amendment, was approved on April 26, 1994. The term of the annexation agreement ends on April 24, 2014. Section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within five (5) years from the date the cause of action accrued, whichever is later".

On April 14, 2014, the City approved a tolling agreement to waive a right to claim that litigation should be dismissed due to the expiration of a statute of limitations. This agreement gave the parties an additional six (6) month period during which the parties were able to work together in good faith to resolve their differences and reach resolution. During the tolling period, the parties also waive any defense by way of any statute of limitations which would otherwise arise during such period.

The term of that tolling agreement expired on April 14, 2014. A Second (2<sup>nd</sup>) Tolling Agreement was entered into extending the period to January 13, 2015.

Although the parties have resolved nearly all of the outstanding issues, additional time is needed to draft the necessary amendments to the annexation agreements and to finalize the details of the settlement. Accordingly, the parties desire to enter into a third (3<sup>rd</sup>) tolling agreement to extend the period until June 13, 2015, to waive any defense by way of any statute of limitations which would otherwise arise during such period.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Snyder Development, A. Clay Cox, Edward R. Gower



**FINANCIAL IMPACT:** It is estimated McLean County Land Trust CC-1 currently owes the City \$562,194.78 in development fees. There are other “punch list” items that are covered by this agreement that have not yet been estimated.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

### **THIRD TOLLING AGREEMENT**

This Third (3<sup>rd</sup>) Tolling Agreement is made and entered into on this 12<sup>th</sup> day of January, 2015, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991;

WHEREAS, the parties entered into an original annexation agreement dated December 10 and 11, 1990, which was amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third (3<sup>rd</sup>) amendment to the original annexation agreement effectively replaced the original annexation agreement and the first (1<sup>st</sup>) two (2) amendments, and became the parties’ agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.;

WHEREAS, the annexation ordinance contemplated by the annexation agreement was passed by the Bloomington City Council on April 25, 1994;

WHEREAS, the City contends that pursuant to the parties’ agreements the Owner owes the City development fees and additional work on a detention basin and on sidewalks in the twelfth (12<sup>th</sup>) addition of the Fox Creek Subdivision;

WHEREAS, the effective term of the parties’ annexation agreement arguably ends on April 24, 2014;

WHEREAS, section 11-15.1-4 of the Illinois Municipal Code provides that a “lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within five (5) years from the date the cause of action accrued, whichever is later”; and

WHEREAS, the parties previously entered into a Tolling Agreement dated April 14, 2014, to provide six (6) months to negotiation resolution to the outstanding issues and subsequently entered into a Second (2<sup>nd</sup>) Tolling Agreement on October 13, 2014, to allow three (3) more months of negotiation; and

WHEREAS, the parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences shortly and believe that it would not be in either parties’ interest to engage immediately in litigation; and

WHEREAS, to allow the parties time to finalize a resolution to the pending issues, including the adoption of any necessary amendments to the annexation agreement, the parties desire and find it in their best interests to enter into this Third (3<sup>rd</sup>) Tolling Agreement to allow an additional five (5) months of negotiation and finalize and approve any necessary documents.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The “Effective Date” shall mean the date of April 14, 2014.
2. The “Termination Date” shall mean the date of June 12, 2015.
3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.
4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.
5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014 and/or the extension date within the original Tolling Agreement of October 14, 2014 or Second (2<sup>nd</sup>) Tolling Agreement of January 13, 2015.
6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of

an amendment to the annexation agreement have been met, the parties will execute a fourth (4<sup>th</sup>) amendment to the annexation agreement on terms identical to those set forth on the attached Exhibit A. Adoption of the Exhibit A attached hereto, and the requirements for same, shall replace the requirements in paragraph 6 of the Tolling Agreement dated April 14, 2014 and Second Tolling Agreement dated October 13, 2014.

City of Bloomington, Illinois,  
A Municipal Corporation

By: Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

McLean County Land Trust CC-1 Dated  
September 1, 1993

David Fedor, as Trustee

## **EXHIBIT A**

### **FOURTH AMENDMENT TO ANNEXATION AGREEMENT**

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September I, 1993, herein referred to as “**Owner**”.

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-I dated September I, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25,1991;

WHEREAS, this is the fourth (4<sup>th</sup>) amendment to the original annexation agreement dated December 10 and 11, 1990, which was previously amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third (3<sup>rd</sup>) amendment to the original annexation agreement effectively replaced the original annexation agreement and the first (1<sup>st</sup>) two (two) amendments, and became the parties' agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.; and

WHEREAS, the parties desire to amend their agreement to extend the period of time during which their agreement may be enforced to provide an additional period of time as set forth herein to try and reach agreement with respect to outstanding issues concerning fees owed, a detention basin and completion of the punch list for the twelfth (12<sup>th</sup>) addition of the Fox Creek Subdivision.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

7. Paragraph 18 of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11 is amended by eliminating the current language and replacing it in its entirety with the following language:

18. This Agreement shall be enforceable up through and including June 13, 2015. This Agreement is binding upon the parties hereto, and their heirs, successors and assigns.

8. Except as amended as set forth above, all of the provisions of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11, 1991 are unchanged and remain enforceable.

City of Bloomington, Illinois,  
A Municipal Corporation

By: Tari Renner  
Mayor

ATTEST:

Tracey Covert, City Clerk

David Fedor, as Trustee of McLean County  
Land Trust CC-1 dated September 1, 1993

**Motion by Alderman Hauman, seconded by Alderman Lower that the Third (3rd) Tolling Agreement with McLean County Land Trust CC-1 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 Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, and Fruin.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Agreement with New World Systems for Standard Software Maintenance

**RECOMMENDATION/MOTION:** Recommend that the three (3) year Agreement with New World Systems for a Standard Software Maintenance Agreement in the amount of \$318,615 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 1. Financially Sound City Providing Quality Basic Services

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

**BACKGROUND:** New World Systems is the provider of the Computer Aided Dispatch system utilized by the Bloomington Communications Center. The Computer Aided Dispatch system is utilized daily in the processing and dispatching of emergency and non-emergency calls for service for the Bloomington Police and Fire Departments. This standard software maintenance agreement provides upgrades, including new releases, to the Licensed Standard Software, temporary fixes to the software, revisions to licensed documentation, routine and emergency telephone support, and user group access. This agreement protects one of the most vital computer systems in place in the City. The agreement allows the City to maintain a defined level of service to the public, including such services as Automated Vehicle Location technology and Fire Priority Dispatch System protocols. The City and New World have been partners since 2005.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The total cost of the agreement is \$318,615. The impact by fiscal year is as follows:

|         |           |
|---------|-----------|
| FY 2015 | \$49,874  |
| FY 2016 | \$102,741 |
| FY 2017 | \$109,433 |
| FY 2018 | \$56,567  |

The term of the agreement is 02/01/2015 to 01/31/2018. Funds in the amount of \$49,405 are budgeted in the FY 2015 Communication Center-Repair/Maintenance Office & Computer Equipment (10015118-70530). Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 262.

Respectfully submitted for Council consideration.

Prepared by: Darren R. Wolf, Communications Center Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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 Hauman, seconded by Alderman Lower that the three (3) year Agreement with New World Systems for a Standard Software Maintenance Agreement in the amount of \$318,615 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 Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, and Fruin.  
Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Agreement with T2 Systems Inc., to provide online hosting services for the T2 Flex Parking Management System

**RECOMMENDATION/MOTION:** Recommend that the Agreement be approved with T2 Systems Inc. in the amount of \$18,475 be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

**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 T2 Flex software system is used by Parking staff to manage and streamline daily operations of parking space rental and violations. It is a critical component of achieving the high level of customer service. The hosting agreement for the T2 Flex parking management solution is sold solely through T2 Systems, Inc., of Indianapolis, IN. The recommended hosting agreement with T2 Systems will lower overall costs associated with supporting the parking management system while still maintaining a strong, resilient solution.

By moving the solution from a City-hosted model to a T2 hosted and managed solution, it will also free staff time currently required to manage the server and database infrastructure used by the current system.

In 2004, the City implemented the T2 Software System to administer the parking violations issued by the parking attendants and the Police Department. The implementation was highly successful. The City implemented multiple features such as handheld ticket writers, scheduled invoice printing, and automatic license plate retrieval with the State of Illinois.

As staff continues to explore new and updated methods of utilizing the full capacity of the T2 parking management system, the need to provide an online payment and account management solution has been identified. Today, customers expect the convenience of paying fines and dues, and managing their account, from the convenience of their home computer or mobile device. Staff has identified a two (2) step plan: (1) migrate the City-hosted solution to a T2-hosted (cloud) model; (2) work T2 to implement the online services within the T2 cloud. This request is for step one of this plan.

The City hosts the T2 Software System on infrastructure within the Information Services (IS) Department. While a City-hosted model is appropriate for many City systems, IS is looking for vendor-hosted (cloud-based) opportunities. A vendor-hosted system can save IS staff time related to ongoing management of software updates, server hardware and server operating system.

In researching the option of moving to a vendor-hosted (cloud) model for the T2 parking management solution, IS staff considered the benefits of City-hosted versus T2-hosted solutions:

#### Current City Hosted Solution:

- Currently, there are two (2) internal servers supporting the T2 system, one (1) physical server and one (1) virtual (internal cloud) server. The physical server operates using an Oracle database, which is the foundation of the T2 system. The virtual server runs the web-based application providing end user interface.
- The physical server is aging and is in need of either replacement or a transition into the internal cloud.
- The T2 system is the only City application left operating on the Oracle database. It is not compatible with the current City database platform standard (Microsoft SQL Server). For upcoming T2 upgrades, the Oracle version will also need to be upgraded.
- Yearly maintenance costs for the Oracle database software is \$8,023. An annual cost for maintenance for the server hardware is \$125, and combined costs for both server (physical and virtual) operating systems is approximately \$1,000.
- As a result of implementing the T2 online payment solution, two (2) more City hosted servers (most likely internal cloud-based, not physical) will be required.

#### Proposed T2 Hosted Solution:

- Manage all server hardware, operating system, Oracle database and software, including all necessary updates required for each.
- Dropping annual maintenance for Oracle database backend, along with hardware and operating system software maintenance.
- Focus on supporting the current standard database platform (MS SQL Server) rather than trying to support two (2) separate platforms. Each platform is highly technical and requires significant ongoing training in order for staff to provide support.
- T2 is responsible for maintaining any future security requirements related to the software. Payment card security requirements (PCI-DSS), for example, are no longer an issue for staff.
- T2 is responsible for any servers needed to implement the online payment solution, and infrastructure needed for any future module implementations.
- The City will retain control of the data and T2 will not sell any customer data.

As part of the City’s Enterprise Resource Planning (ERP, MUNIS) project, staff analyzed whether parking management could be moved from T2 to an integrated MUNIS module. It was determined that MUNIS could not meet the very specific functional requirements provided by the software platform. The system is specifically designed for the management of parking services and MUNIS has no competing module. As T2 modifications, and the MUNIS implementation, move forward, staff will complete the process of fully interfacing T2 with the MUNIS system. This integration will strengthen the internal control framework for the parking and non-moving violations in addition to the monthly parking cards receivable issued to residents.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** After one-time costs related to the migration from City-hosted to a T2-hosted solution, ongoing annual costs for identical T2 functionality will be almost identical. Annual T2 software maintenance costs are required for either a City-hosted or T2-hosted solution, so these would be identical.

New costs related to T2 hosting will be offset by no longer having to pay for yearly Oracle database, server hardware, and server operating system maintenance costs. The table below compares costs between the City-hosted and T2-hosted solutions. Line items in bold text are those that make up the total for this memo’s request.

| <b><u>City Hosted (current)</u></b> |          | <b><u>T2 Hosted (proposed)</u></b>                         |                |
|-------------------------------------|----------|--|----------------|
| Annual Oracle DB Maintenance        | \$8,023  | <b>Year1 T2 Base Hosting Fee</b>                           | <b>\$4,000</b> |
| Annual Server Hardware Maintenance  | \$125    | <b>Year1 Online Payment Hosting Fee</b>                    | <b>\$3,000</b> |
| Annual Server OS Maintenance        | \$1,000  |  |                |
| Annual T2 Software Maintenance      | \$17,743 | Annual T2 Software Maintenance                             | \$17,743       |
| Annual Recurring Cost Total         | \$26,891 | Year1 Recurring Cost Total (includes yearly hosting costs) | \$24,743       |



|   |         |   |                 |
|---|---------|---|-----------------|
|   |         | Year2 Recurring Cost Total<br>(estimate includes yearly<br>hosting costs) | \$27,193        |
|   |         | Year3 Recurring Cost Total<br>(estimate includes yearly<br>hosting costs) | \$27,665        |
|   |         |   |                 |
|   |         | <b>One-time hosting transition<br/>costs</b>                              | <b>\$8,550</b>  |
| One-time 3 <sup>rd</sup> Party Billing<br>Interface Costs | \$2,925 | <b>One-time 3<sup>rd</sup> Party Billing<br/>Interface Costs</b>          | <b>\$2,925</b>  |
|   |         | <b>Total for T2 Hosting<br/>Migration</b>                                 | <b>\$18,475</b> |

First (1<sup>st</sup>) year cost for the T2 hosting component (includes base hosting fee and online payment hosting fee) is \$7,000. Second (2<sup>nd</sup>) and third (3<sup>rd</sup>) year maintenance costs are projected to be \$9,450 and \$9,922.50 respectively. These costs would again be offset by eliminating the annual purchase of Oracle database software maintenance, server hardware, and server operating system maintenance (\$10,289 first year).

Staff is requesting approval to contract with T2 Systems, Inc. to transition from a City-hosted to a T2-hosted solution for a total first year cost of \$18,475.

Funds were appropriated in the Parking Operations – Repair/Maintenance Office & Computer Equipment account (10015490-70530). Stakeholders may locate this in the budget book titled “Budget Overview & General Fund” on page 325.

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Director of Information Services

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

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

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Hauman, seconded by Alderman Lower that the Agreement be approved with T2 Systems Inc. and that the Procurement Manager be authorized to issue a purchase order in the amount of \$18,475.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 28, 2015

**RECOMMENDATION/MOTION:** Recommend that the Ordinance be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Jim Marshall and Cori Bloodworth to allow moderate consumption of alcohol at their March 28, 2015, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Jim Marshall, groom and Cori Bloodworth, bride and requestors' representatives.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Jim Marshall and Cori Bloodworth, groom and bride, addressed the Commission. The wedding ceremony and reception would be held at the Miller Park Pavilion on March 28, 2015. It would start around 4:00 p.m. and end at 11:00 p.m. They anticipated 150 - 200 guests. Redbird Catering, located at 1507 N. Main St., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Jim Marshall and Cori Bloodworth to allow moderate consumption of alcohol at the Miller Park Pavilion for their March 28, 2015 wedding reception be approved.

Motion carried, (viva voce).

City business practices permit Miller Park Pavilion to host events serving alcohol from November 1<sup>st</sup> to March 31<sup>st</sup> of each year. Events serving alcohol must receive prior approval from both the Liquor Commission and Council in order to host such an event.



**ORDINANCE NO. 2015 - 1**

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

WHEREAS, Jim Marshall and Cori Bloodworth are planning to hold their wedding reception at the Miller Park Pavilion from 4:00p.m. to 11:00p.m. on March 28, 2015; and

WHEREAS, Jim Marshall and Cori Bloodworth have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on March 28, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 12<sup>th</sup> day of January.

APPROVED this 13<sup>th</sup> day of January.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on February 14, 2015

**RECOMMENDATION/MOTION:** Recommend that the Ordinance be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Richard Jones II and Aimee Wheeler to allow moderate consumption of alcohol at their February 14, 2015, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Aimee Wheeler, bride and requestor's representatives.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Aimee Wheeler, bride, addressed the Commission. The wedding ceremony and reception would be held at the Miller Park Pavilion on February 14, 2015. It would start around 5:00 p.m. and end at 11:00 p.m. They anticipated 100 guests. Western Tap, located at 1301 N. Western Ave., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Richard Jones II and Aimee Wheeler to allow moderate consumption of alcohol at the Miller Park Pavilion for their February 14, 2015 wedding reception be approved.

Motion carried, (viva voce).

City business practices permit Miller Park Pavilion to host events serving alcohol from November 1<sup>st</sup> to March 31<sup>st</sup> of each year. Events serving alcohol must receive prior approval from both the Liquor Commission and Council in order to host such an event.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the December 9, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Reviewed by:

Debbie Bohannon, Parks, Recreation, & Cultural  
Arts Office Manager

Recommended by:

Tari Renner  
Mayor

**ORDINANCE NO. 2015 - 2**

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

WHEREAS, Richard Jones II and Aimee Wheeler are planning to hold their wedding reception at the Miller Park Pavilion from 5:00p.m. to 11:00p.m. on February 14, 2015; and

WHEREAS, Richard Jones II and Aimee Wheeler have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on February 14, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 12<sup>th</sup> day of January.

APPROVED this 13<sup>th</sup> day of January.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Lake Bloomington Lease Transfer Petition for Lot 1, Camp Eagle Pointe, from James W. McCriskin and Nancy J. McCriskin to Nancy Jean McCriskin, Trustee of the Nancy Jean McCriskin Trust dated November 15, 1999

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

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

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

**BACKGROUND:** The sewage disposal system inspection was completed November 2014. The septic system appeared to be functioning normally at that time. The septic tank was pumped on November 12, 2014 but should be checked regularly. The age of the sewage disposal system is twenty-one (21) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 - 25) years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.15 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate about \$271.43 per year in lease income. This lake lease income will be posted to Lake Maintenance - Lease Income (50100140 – 57590). Stakeholders can find this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 146.

Respectfully submitted for Council consideration.

Prepared by:

Connie Fralick, Office Manager



Reviewed by: Brett Lueschen, Interim Director of Water  
Steve Rasmussen, Asst. City Manager

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Petition from Hawthorne Commercial Park, LLC, Requesting Approval of a Final Plat for the Twelfth (12<sup>th</sup>) Addition to Hawthorne Commercial Subdivision

**RECOMMENDATION/MOTION:** Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner paying the required tap-on fees and bonding for the public improvements prior to recording of the final plat.

**STRATEGIC PLAN LINK:** Goal 3. Grow the Local Economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3e. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND:** This subdivision is located between Leslie Dr. and Woodbine Dr., generally west of Towanda Barnes Rd., and south of GE Rd. The property is currently zoned B-1, Highway Business District. A retirement facility is planned for the site.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Hawthorne Commercial Park, LLC.

**FINANCIAL IMPACT:** The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

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

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

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 )ss.  
County of McLean )

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

Now come Hawthorne Commercial Park, LLC, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
  
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Twelfth Addition to Hawthorne Commercial Subdivision;
  
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Twelfth Addition to Hawthorne Commercial Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Larry Bielfeldt  
Owner

**ORDINANCE NO. 2015 - 3**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
TWELFTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Twelfth Addition to Hawthorne Commercial Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Twelfth Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 12<sup>th</sup> day of January, 2015.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A**  
Legal Description

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 13 in the Fourth Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2005-31041 in the McLean County Recorder's Office. From said Point of Beginning, thence west 224.00 feet along the South Line of said Lot 13 which forms an angle of 90°-00'-00" as measured from south to west with the West Line of Leslie Drive as dedicated in said Fourth Addition to the Southwest Corner of said Lot 13; thence north 1.00 foot along the West Line of said Lot 13 which forms an angle to the right of 270°-00'-00" with the last described course to the Southeast Corner of Lot 14A in the Resubdivision of Lot 14 in the Fifth Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2014-8916 in said Recorder's Office; thence west 165.86 feet along the South Line of said Lot 14A which forms an angle to the right of 90°-00'-00" with the last described course; thence south 40.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course; thence west 154.86 feet along a line which forms an angle to the right of 270°-00'-00" with the last described course to the East Line of Woodbine Road as dedicated in the Second Addition to Hawthorne Commercial Subdivision according to the plat thereof recorded as Document No. 2005-6797 in said Recorder's Office; thence southerly 12.13 feet along said East Line, being the arc of a non-tangent curve concave to the east having a radius of 267.00 feet and the 12.13 foot chord of said arc forms an angle to the right of 91°-18'-06" with the last described course; thence south 573.14 feet along said East Line and the East Line of Woodbine Road as conveyed to the City of Bloomington in Warranty Deed of Right-of-Way Document No. 2007-29741 in said Recorder's Office which forms an angle to the right of 178°-41'-54" with the last described chord; thence east 545.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to a point on the West Line of said Leslie Drive lying 624.26 feet south of the Point of Beginning; thence north 624.26 feet along said West Line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 7.67 acres, more or less.

**Motion by Alderman Hauman, seconded by Alderman Lower that the Final Plat be approved and the Ordinance approved subject to the Petitioner paying the required tap-on fees and bonding for the public improvements prior to recording of the final plat.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Petition from Hawthorne Commercial Park, LLC, Requesting Approval of a Final Plat for the Third (3<sup>rd</sup>) Addition to Sapphire Lake Subdivision

**RECOMMENDATION/MOTION:** Recommend that the Final Plat be approved and the Ordinance passed subject to the Petitioner paying the required tap-on fees and bonding for the public improvements prior to recording of the final plat.

**STRATEGIC PLAN LINK:** Goal 3. Grow the Local Economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3e. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND:** This subdivision is located along Pamela Drive generally west of Woodbine Dr., and east of Ekstam Dr. The property is currently zoned R-2, Mixed Residence District. A single-family home is planned for the site.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Hawthorne Commercial Park, LLC.

**FINANCIAL IMPACT:** The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

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

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

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 )ss.  
County of McLean )

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

Now comes Hawthorne Commercial Park, LLC, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Third Addition to Sapphire Lake Subdivision
3. That your petitioner also seeks approval of the following exemptions variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Third Addition to Sapphire Lake Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: Larry Bielfeldt  
Owner

**ORDINANCE NO. 2015 - 4**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
THIRD ADDITION TO SAPPHIRE LAKE SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Third Addition to Sapphire Lake Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Third Addition to Sapphire Lake Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 12<sup>th</sup> day of January, 2015.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 92 in the Second Addition to Sapphire Lake according to the plat thereof recorded as Document No. 2005-17335 in the McLean County Recorder's Office, said Southeast Corner being on the South Line of said Northeast Quarter. From said Point of Beginning, thence northwest 216.30 feet along the Northeast Line of said Lot 92 which forms an angle to the left of 105°-56'-22" as measured from east to northwest with said South Line to the Northeast Corner of said Lot 92, said Northeast Corner also being on the South Line of Pamela Drive as dedicated in said Second Addition; thence northeast 102.48 feet along said South Line which forms an angle to the left of 90°-00'-00" with the last described course to a Point of Curvature; thence easterly 14.71 feet along the South Line of said Pamela Drive as dedicated in said Second Addition and the South Line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-Way Document No. 2007-29741 in said Recorder's Office being the arc of a curve concave to the south having a radius of 465.00 feet and the 14.71 foot chord of said arc forms an angle to the left of 179°-05'-36" with the last described course; thence south 239.97 feet along a line which forms an angle to the left of 75°-53'-53" with the last described chord to a point on the South Line of said Northeast Quarter lying 57.25 feet east of the Point of Beginning; thence west 57.25 feet along said South Line which forms an angle to the left of 89°-04'-09" with the last described course to the Point of Beginning, containing 0.45 acre, more or less.

PIN 15 – 31 – 256 - 004

**Motion by Alderman Hauman, seconded by Alderman Lower that the Final Plat be approved and the Ordinance passed subject to the Petitioner paying the required tap-on fees and bonding for the public improvements prior to recording of the final plat.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Dedication for the Kickapoo Creek Restoration Area, future Grove Park and Drainage Outlots 359 & 360 commonly located north of Ireland Grove Rd. and west of Township Rd. 2100 East (Ward 8)

**RECOMMENDATION/MOTION:** Recommend that the dedications be accepted, in furtherance of and contingent on Eastlake LLC's continued compliance with all City agreements, and the City Clerk authorized to complete and record the Deeds.

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

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

**BACKGROUND:** At the September 26, 2005 meeting, Council approved an Annexation Agreement with Eastlake, LLC and on March, 13, 2006, Council approved the Preliminary Plan for The Grove on Kickapoo Creek Subdivision related to the subject site. Both of these documents indicated that the future park, creek restoration area and related drainage outlots would be dedicated. At the June 11, 2007 and May 26, 2009 meetings, Council accepted \$950,000 and \$927,548 grants from the Illinois Environmental Protection Agency (IEPA) to assist with stream restoration projects. These grants required matching funds by the City and the land owner (Eastlake, LLC). Eastlake's funding match was donating the creek restoration area. The grants required maintenance of the completed creek restoration area for a minimum of ten (10) years after construction completion. Failure to perform maintenance constitutes a breach of the grant agreement and the IEPA will seek grant reimbursement immediately. At the December 16, 2013 meeting, Council authorized staff to proceed with a grant application for the construction of a trail connecting the Grove on Kickapoo Creek subdivision and Benjamin Elementary School. The grant was awarded. The location of the proposed trail is across the creek restoration area and the future park properties. Construction of the trail will not be possible until both properties are owned by the City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Eastlake, LLC, Pratt and Pratt, P.C., Livingston, Barger, Brandt & Schroeder and the Farnsworth Group.

**FINANCIAL IMPACT:** Most of the financial impact related to the creek restoration area has already occurred during the restoration construction projects. Future financial impacts may include the City's share of the trail construction and development of the future park. None of the agreements related to the Grove Subdivision, Creek Restoration Area or future Trail require development of the park. However, the developer has erected signs that reference a future twenty-three (23) acre park site. The most significant financial impact will be reimbursement of the IEPA grant funding if the grant agreement is not honored. The agreement requires proper maintenance of the restoration area and dedication of the property to the City.

Respectfully submitted for Council consideration.

Prepared by:

Kevin Kothe, PE, City Engineer

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager  
Robert Moews, Superintendent of Parks

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 Hauman, seconded by Alderman Lower that the Dedications be accepted, in furtherance of and contingent on Eastlake LLC's continued compliance with all City agreements, and the City Clerk authorized to complete and record the Deeds.**

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

**Ayes: Aldermen Mwilambwe, Schmidt, Painter, Hauman, Sage, and Fruin.**

**Nays: Alderman Lower.**

**Motion carried.**

**The following was presented:**

SUBJECT: Award the Sewer & Storm Water Rate and Impact Fee Study/Analysis Request for Qualifications #2013 - 17

**RECOMMENDATION/MOTION:** Recommend that the Sewer and Storm Water Rate and Impact Fee Study be awarded to Raftelis Financial Consultants in the amount of \$76,970 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, 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:** The Finance, Public Works, and Water Departments have participated in a Request for Qualifications for a Sewer and Storm Water rate and impact fee analysis/study.

After a comprehensive proposal and interview process the procurement team selected Raftelis Financial Consultants.

Raftelis was founded in 1993 to provide services that help utilities function as sustainable organizations while providing the public with affordable prices. Raftelis has become one (1) of the leading experts in utility financial, rate and management analysis and works with hundreds of utilities across the United States to develop pricing and cost of service models. Raftelis has authored and co-authored many industry standards for the American Water Works Association (AWWA) and the Water Environment Federation (WEF).

Raftelis will utilize recently completed Sewer and Stormwater Master Plans to develop long term strategies to pay for infrastructure needs and anticipated changes to operations.

**FEE INFORMATION**

**Storm Water Utility** Bloomington created a “Storm Water Utility” in 2004 used as a vehicle for storm water management. Storm water management includes streams, detention basins, storm sewers and half the expense of combined sewers. It provides regulation to private properties to reduce water runoff impact on adjacent properties.

Sanitary sewer billing is based on metered water billing. Water usage does not equate to impact on the storm water system. A measure for storm water is the amount of impervious material on a property – house, driveway, garage, shed, parking areas, etc. Impervious material is material that does not readily absorb water; it causes water runoff. The City bills by Impervious Area Units. One (1) IAU equals one thousand (1,000) square feet of impervious area.

Revenue from the Storm Water Utility Fee is designated for expenses related to storm water. The money cannot be used elsewhere. Storm Water was designated as an Enterprise Fund, meaning that the Utility should pay all storm water expenses (and contains a reserve). Rates for the Utility have not changed since its establishment in 2004, making the ability to fund projects limited. The 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans identified \$36,136,000 in potential spending related to storm water over the next twenty (20) years. None of these projects are funded under the existing rate structure.

| <b>Storm Water Utility Rates for Bloomington, IL</b>  |              |
|---|--------------|
| Small Parcels (gross area less than or equal to 7,000 ft <sup>2</sup> )   | \$2.90/month |
| Medium Parcels (gross area greater than 7,000, less than or = 12,000 ft <sup>2</sup> )                                | \$4.35/month |
| Large Parcels (gross area greater than 12,000 ft <sup>2</sup> )   | \$7.25/month |
| Base charge per Impervious Area Unit (IAU)  | \$1.45/month |
| Parcels less than or equal to 4,000 ft <sup>2</sup> are charged flat rate equivalent of 4 IAUs                        | \$5.80/month |
| Parcels greater than 4,000 ft <sup>2</sup> are charged for actual number of IAUs or for 4 IAUs, whichever is greater. |              |

*Property owners who make certain storm water accommodations on their property to lessen storm water impact can qualify for credits up to 50%.*

**Sanitary Sewer:** Two (2) governing bodies charge for sanitary sewer services in Bloomington: The City and the Bloomington and Normal Water Reclamation District. Fees are separate. The City last raised its rate on January 1, 2012, when it began charging \$1.60 per 100 cubic feet of water. Sanitary sewer also operates as an Enterprise Fund. Revenue from the sanitary sewer fee is designated for expenses related to wastewater. The money cannot be used elsewhere.

The 2014 Stormwater and Sanitary Sewer Master Plans identified \$83,291,000 in potential spending over twenty (20) years. Few of these proposed items can be funded currently.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not Applicable.

**FINANCIAL IMPACT:** Costs for the complete analysis are \$76,970 The FY 2015 budget appropriated \$50,000 in both the Storm Water and Sewer Operations for a total of \$100,000.

The following two (2) account codes will evenly share the cost of the rate study: (1) Sewer Operations, 51101100-70220 Other Professional and Technical Services; and (2) Storm Water Operations, 53103100-70220 Other Professional and Technical Services.

Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 158 and 168.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

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

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

Recommended by:

David A. Hales  
City Manager

**Alderman Mwilambwe cited concerns with hiring Raftelis Financial Consultants.**

**David Hales, City Manager, addressed the Council. Mr. Hales acknowledged that Raftelis conducted the refuse cart analysis. They provided long term revenue and**

**expenditure estimates for the Solid Waste Fund. Many communities only allow one (1) large cart. The City had three (3) cart sizes. There was little national data to project cart selection. He reminded Council that the projections were provided prior to establishing final refuse rates.**

**Raftelis had a good national reputation. He believed that after the sewer & storm water analysis processes could be internalized. The City lacked staff for same. Completion would be within five to six (5 -6) months. He believed that citizens would question raising rates. The study would assist with same.**

**Alderman Sage noted that Council had requested the additional refuse cart. He believed Raftelis should not be accountable for same.**

**Alderman Mwilambwe noted the Stormwater and Sanitary Sewer Master Plans. Rates should be raised. Mr. Hales explained Council would have to determine same. He noted that deferred maintenance was estimated at \$130 million. The analysis would identify priorities. He questioned operating and expense costs inclusion in the Solid Waste and Stormwater Funds.**

**Alderman Fruin questioned the bid process. Mr. Hales explained Quality Based Selection was used. Staff had interviewed three or four (3 or4) firms. The fee was negotiated.**

**Alderman Fruin believed Council had a history of not accepting twenty (20) year recommendations. He recommended ten (10) year projections. He had reservations.**

**Alderman Lower questioned Staff providing a basic recommendation.**

**Mayor Renner noted the twenty (20) year projections were aligned with Bonding.**

**Alderman Sage believed the analysis was follow up from the Stormwater and Sanitary Sewer Master Plans. This was the next step. It would determine: 1.)costs; 2.)payment of same; and 3.)fee increases. He questioned the alternative. Council could not continue to recommend no new employees and still expect staff to conduct same.**

**Alderman Schmidt questioned formula used for stormwater utility rates. Mr. Hales noted that in 2004 there no master plans to assist with determining operating and fee usage. It was a new fee. The fee was used for compliance with the Federal Clean Water Act and for the operation, maintenance and building of stormwater sewers. Rates were based on system impact.**

**Motion by Alderman Sage, seconded by Alderman Hauman that the Sewer and Storm Water Rate and Impact Fee Study be awarded to Raftelis Financial Consultants in the amount of \$76,970 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 Mwilambwe, Schmidt, Painter, Hauman, Sage, and Fruin.**

**Nays: Alderman Lower.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of OSF St. Joseph Medical Center Foundation, located at 2200 E. Washington St., for a Limited Alcoholic Liquor License, Class LA, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on February 20, 2015

**RECOMMENDATION/MOTION:** Based upon the report from the Liquor Hearing, the Liquor Commissioner recommends that an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fundraiser to be held on February 20, 2015 from 6:00 to 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St., contingent upon compliance with all applicable health and safety codes.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4a. Retention and growth of current local business.

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to consider the application of OSF St. Joseph Medical Center Foundation for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise. Present at the hearing were Liquor Commissioners Tari Renner; and Tracey Covert, City Clerk; and Jennifer Sedbrook, Executive Director and Applicant representatives.

Commissioner Renner questioned the purpose of this application. Jennifer Sedbrook, Executive Director and Applicant representative, began by informing the Commission that this application was for a fund raiser for the OSF St. Joseph Medical Center Foundation to be held at the Eastland Medical Plaza I Atrium on Friday, February 20, 2015 from 6:00 to 8:30 p.m. This request was for a Limited License for a nonprofit corporation.

She reminded the Commission that this was an annual event. She believed that this would be the event's nineteenth year and the seventh time to host it in February. World Tour, A Sampling of International Beer, Wine, Spirits and Food, involved tasting cups to serve the beer, wine and spirits.

Commissioner Renner questioned who would act as servers. Ms. Sedbrook noted that OSF was working Friar Tuck located at 2401 Maloney Dr. No orders can be accepted at the event. Acceptance of same would be the point of sale.

Ms. Sedbrook noted that this year would mark this event's eighteenth or nineteenth anniversary. The event was originally held at Central Station. This will be the sixteenth year for it to be held on the OSF campus. There also were corporate sponsors for this event.

Ms. Sedbrook noted that last year all of the food had been donated which made a positive impact upon the Foundation's pledge. This year, the event would offer spirits for tasting. An example would be offering Irish whiskey at the Ireland table.

Ms. Sedbrook estimated the event attendance at 250. The event recognized OSF/St. Joseph's donor base. Dollars raised from this year's event will be used to meet the Foundation's pledge to the hospital. These dollars will be directed towards a new high bred OR project. This type of operating room would be the first of its type in the area. A high bred OR offered shorter surgery and recovery time which resulted in higher patient satisfaction

Commissioner Renner informed the Applicant that the license fee would be waived as in the past.

Commissioner Renner stated his recommendation that an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fund raiser to be held on February 21, 2014 from 6:00 - 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St.

Motion carried, (viva voce).

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

**FINANCIAL IMPACT:** None. License fee waived.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

**Alderman Fruin noted that he served as an OSF volunteer. He read from a prepared statement. He believed conflict of interest existed when: 1.) an individual had ownership or financial interest in the entity being reviewed or 2.) an individual had management or decision making authority in the entity being reviewed.**



**Motion by Alderman Fruin, seconded by Alderman Schmidt that an LA liquor license be created for OSF St. Joseph Medical Center Foundation for a fundraiser to be held on February 20, 2015 from 6:00 to 8:30 p.m. at Eastland Medical Plaza I, Atrium, 2200 E. Washington St., contingent upon compliance with all applicable health and safety codes.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Petition submitted by Marti Rave, requesting Annexation and Rezoning for the Property Generally Located east of Veteran's Pkwy, north of Hamilton Rd. and west of Greenwood Ave.

**RECOMMENDATION/MOTION:** Recommend that the Petition be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3d. Expanded retail businesses.

**BACKGROUND:** The land subject to Annexation and Rezoning is located at the intersections of Veteran's Pkwy, Hamilton Road and Greenwood Ave. It is located in unincorporated McLean County, but it is surrounded by the City. Council approved an Annexation Agreement on April 28, 2014. This annexation and rezoning is in accordance with the terms of the agreement. The proposed B - 1, Highway Business District Zoning is compatible with the adjacent B - 1 zoning, as well as, the adjacent land consisting of Veteran's Parkway, a radio station, and antenna tower. The new retail may encourage other retail in this southwest part of the City where there are many homes that could support such retail.

This annexation includes all adjacent right-of-way not previously annexed and fills in the corporate boundary.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Planning Commission held a public hearing and review on April 9, 2014. Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006 - 137), courtesy copies of the Public Notice were mailed to thirteen (13) property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** There is no financial impact per the Hamilton Rd./Greenwood Ave. right-of-way purchase agreement with Marti Rave approved on September 22, 2003. Waive the tap on fees. The annexation and rezoning should lead to new retail development and new sales taxes. Since the site has existing adjacent improved City streets, no new roads will be required.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works  
Tom Dabareiner, Director of Community Development  
Steve Rasmussen, Asst. City Manager

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

**Alderman Painter requested that the annexation be laid over at the request of the petitioner.**

**David Hales, City Manager, addressed the Council. He believed the Rezoning had not had a prior Public Hearing before the Planning Commission.**

**Motion by Alderman Painter, seconded by Alderman Schmidt that the Petition laid over until the Rezoning has been approved by the Planning Commission.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**Item 8A. Discussion of Citizen's Summit to be held on January 20, 2015 from 6:00p.m. to 8:30p.m. at the Bloomington Center of Performing Arts.**

**Mayor Renner explained that there would be ten (10) tables, containing one (1) citizen from each Ward and one (1) mayoral participant.**

**Alderman Sage noted that each table would be provided specific scenario topics. Topics would include public safety, solid waste and Parks, Recreation and Cultural Arts. The tables would provide a two (2) minutes synopsis on each topic.**

**Nora Dukowitz, Communications Manager, addressed the Council. She stated that the online survey results would be presented.**

**CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He noted that staff was preparing for the annual Illinois State Legislative Work Session. He requested ideas and topics.**

**He noted that the spring Citizens Academy information would be coming out soon.**

**He thanked Alex McElory, Asst. to the City Manager and Department Managers for the work completed on priority based budgeting. He requested feedback.**

**MAYOR'S DISCUSSION: Mayor Renner noted that the Mayoral Open House on Friday, January 9, 2015 was well attended. He believed this was due to his acknowledging the fifty (50<sup>th</sup>) Anniversary of the Voting Rights Act.**

**The State of the City would be held on Monday, January 26, 2015.**

**Mayor Renner noted that he had visited Palace Theater. The remodel was almost complete. A soft opening was anticipated February 2015.**

**ALDERMEN'S DISCUSSION: Alderman Fruin thanked the Parks, Recreation and Cultural Arts Department for the snow removal on Constitution Trail.**

**He believed there had been community conversation about Council establishing a Conflict of Interest and Ethical Conduct policy. He read from a prepared statement. He noted that the McLean County Board adopted an Ethics Ordinance. He stated that State Farm and the Economic Development Council required employees and/or volunteers to sign a Conflict of Interest form.**

**He suggested adoption of Conflict of Interest statement, Code of Ethics and Council Term Limits (similar to those imposed on Boards and Commissions).**

**Motion by Alderman Schmidt, seconded by Alderman Hauman, that the meeting be adjourned. Time: 8:10 p.m.**

**Motion carried.**

**Renee Gooderham**  
**Chief Deputy Clerk**



FOR COUNCIL: January 26, 2015

SUBJECT: Bills and Payroll

**RECOMMENDATION/MOTION:** Recommend 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 January 8, 2015.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

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

Recommended by:

David A. Hales  
City Manager

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

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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





FOR COUNCIL: January 26, 2015

**SUBJECT:** Payment to State of Illinois in Excess of the Estimated Amount Approved in the Amount of \$323,285.19 for FAP Route 704, (I-55 BUS – Veterans Pkwy.), State Section (1)N & TS-1, City MFT Section 81-00230-00-PV and Change Order in the Amount of \$135,527.46

**RECOMMENDATION/MOTION:** Recommend that the Final Payment to the State of Illinois Treasurer in the amount of \$323,285.19 and Change Order in the Amount of \$135,527.46 be approved, and the Resolution 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 Council approved a City/State Agreement on November 8, 2010 with the Illinois Department of Transportation, (IDOT), acting on behalf of the State of Illinois for FAP Route 704, (I-55 BUS – Veterans Pkwy.), State Section (1)N & TS-1, City MFT Section 81-00230-00-PV, commonly known as the intersection of Veterans Pkwy. and Morris Ave., (and also the intersections of Morris Ave. and Six Points Rd., and Veterans Pkwy. and Greenwood Ave.).

The Public Works Department has received the Final Invoice, (#107487), from IDOT for the project. The pavement, trail and signal work which the City agreed to pay for was under the agreed estimate. However the water main relocation work exceeded the estimate. This cost overrun was primarily due to a conflict discovered during construction with an existing utility on Six Points Rd. The conflicting utility had a pre-existing easement which necessitated realigning the City’s water main at additional engineering cost and additional construction cost.

|  | <b>MFT</b>   | <b>Water</b>   | <b>Total</b>        |
|--|--------------|----------------|---------------------|
| Estimated Cost from City/State Agreement     | \$191,245.00 | \$603,513.00   | \$794,758.00        |
| Final City Share                             | \$178,557.37 | \$739,040.46   | \$917,597.83        |
| Difference from Estimated: surplus (deficit) | \$12,687.63  | (\$135,527.46) | (\$122,839.83)      |
| Paid to Date (Council dated June 13, 2011)   | \$143,011.23 | \$451,301.41   | \$594,312.64        |
| Final Payment Due (see invoice)              | \$35,546.14  | \$287,739.05   | <b>\$323,285.19</b> |

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

**FINANCIAL IMPACT:** A Motor Fuel Tax Resolution in the amount of \$191,245.00 was previously approved by Council on November 11, 2010 therefore no supplemental resolution is necessary to expend MFT funds. However, the Council needs to approve a Change Order in the amount of \$135,527.46 for Water Transmission & Distribution - Water Main Construction & Improvements (50100120 - 72540). Stakeholders can locate the budget for the change order amount in the Budget Book titled "Other Funds & Capital Improvement Program" on page 138.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, Project Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works  
Brett Lueschen, Interim Water Director

Reviewed by: Steve 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

**Attachments:** Attachment 1. Resolution  
Attachment 2. Recap sheet Authorization for Payment of Approved Contracts & IDOT Invoice #107487

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Motion: That the Final Payment to the State of Illinois Treasurer in the amount of \$323,285.19 and Change Order in the Amount of \$135, 527.46 be approved, and the Resolution adopted.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |



**RESOLUTION NO. 2015 -**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$135,527.36 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR VETERANS PKWY. (AT MORRIS AVE.) STATE SECTION (1)N&TS1, CITY SECTION 81-00230-00-PV**

WHEREAS, the City of Bloomington has previously entered into a contract with IDOT approved November 8, 2010; and

WHEREAS, for the reasons set forth in a staff report dated January 26, 2015 it was necessary to relocate the water main on Six Points Rd. at additional cost to the project; and

WHEREAS, it is the finding of the City Council that the work described in the January 26, 2015 memo is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a Change Order in the amount of \$135,527.36 in the contract between the City of Bloomington and IDOT be approved.

ADOPTED this 26<sup>th</sup> day of January, 2015.

APPROVED this \_\_\_\_\_ day of January, 2015.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**AUTHORIZATION FOR PAYMENT OF APPROVED CONTRACTS**

PROJECT TITLE : Veterans Parkway/Morris Ave./ Six Points Road

CONTRACT AMOUNT: \$794,758.00

c.o. 1/26/2015 \$135,527.46

DATE CONTRACT APPROVED BY COUNCIL: 11/22/2010

COMPLETION DATE:

PREPARED BY : Maria Basalay

DEPARTMENT: Public Works

PAYMENT RECORD OF CONTRACT

| PAYMENT # | DATE PAID  | CONTRACT     | REIMBURSABLES | % COMPLETE | AMOUNT       |
|-----------|------------|--------------|---------------|------------|--------------|
| 1         | 06/13/2011 | \$594,312.64 |               | 75%        | \$594,312.64 |
| 2 Final   | 01/26/2015 | \$323,285.19 |               | 100%       | \$323,285.19 |
| 3         |            |              |               | 115%       | \$0.00       |
| 4         |            |              |               | 115%       | \$0.00       |
| 5         |            |              |               | 115%       | \$0.00       |
| 6         |            |              |               | 115%       | \$0.00       |
| 7         |            |              |               | 115%       | \$0.00       |
| 8         |            |              |               | 115%       | \$0.00       |
| 9         |            |              |               | 115%       | \$0.00       |
| 10        |            |              |               | 115%       | \$0.00       |
| 11        |            |              |               | 115%       | \$0.00       |
| 12        |            |              |               | 115%       | \$0.00       |
| 13        |            |              |               | 115%       | \$0.00       |
| 14        |            |              |               | 115%       | \$0.00       |
| 15        |            |              |               | 115%       | \$0.00       |
| 16        |            |              |               | 115%       | \$0.00       |
| 17        |            |              |               | 115%       | \$0.00       |
| 18        |            |              |               | 115%       | \$0.00       |
| 19        |            |              |               | 115%       | \$0.00       |
|           |            | \$917,597.83 | \$0.00        | TOTAL      | \$917,597.83 |

CHANGE ORDERS/COMMENTS: IDOT Job Number ; Contract Number  
 1/26/2015 \$135,527.46 (change order amount) Water

AMOUNT TO BE APPROVED BY COUNCIL: \$323,285.19  
 Partial or **Final** Final

VENDOR # 95  
 CHECK PAYABLE TO : Treasurer, State of Illinois  
 Illinois Department of Transportation  
 Room 322, Harry R. Hanley Building  
 2300 So. Dirksen Parkway  
 Springfield, IL 62764



# Illinois Department of Transportation

Invoice

City of Bloomington  
Clerk  
P.O. Box 3157  
Bloomington, IL 61702

INVOICE NO. 107487  
RESP. CODE 8040  
INVOICE DATE 12/26/2014  
REVENUE CODE 6305  
AUDIT NUMBER  
PAYER NUMBER 01902

**EXPLANATION OF CHARGES**

**PAY FROM THIS INVOICE**

|                |                       |        |
|----------------|-----------------------|--------|
| LOCATION:      | Various intersections | AMOUNT |
| LOCAL SECTION: |                       |        |
| ROUTE:         | FAP 704               |        |
| SECTION:       | (1)N & TS-1           |        |
| COUNTY :       | McLean                |        |
| JOB NO. :      | C-95-035-06           |        |
| PROJECT NO.:   | NHF-0704/098/         |        |
| CONTRACT NO.:  | 70514                 |        |
| DISTRICT:      | 5                     |        |

The Agreement executed 11/18/2010 between City of Bloomington, and the State of Illinois provides that the city will reimburse the State for part of the construction costs.

FINAL CITY SHARE:

|  |              |
|--|--------------|
| L05EL01 0021 - TOTAL \$214,450.49 @ 10%        | \$21,445.05  |
| L05EL02 0021 - TOTAL \$217,878.92 @ 20.00%     | \$43,575.78  |
| L05EL03 0021 - TOTAL \$104,952.03 @ 7.00%      | \$7,346.64   |
| 07A0L01 0021 - TOTAL \$38,737.54 @ 100%        | \$38,737.54  |
| 07A0L01 0038 - TOTAL \$67,000.10 @ 20.00%      | \$13,400.02  |
| 07A0L01 0043 - TOTAL \$30,762.25 @ 100%        | \$30,762.25  |
| SUB-TOTAL OF \$155,267.28 @ 15.00% ENGINEERING | \$23,290.09  |
| 07A0L02 0043 - TOTAL \$671,854.96 @ 100%       | \$671,854.96 |
| SUB-TOTAL OF \$671,854.96 @ 10.00% ENGINEERING | \$67,185.50  |

LESS PREVIOUS PAYMENTS OF (\$594,312.64)

Payment Due Date 01/15/2015 **TOTAL DUE** \$323,285.19

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

MAIL TO: Illinois Department of Transportation  
Room 322, Harry R. Hanley Building  
2300 So. Dirksen Parkway  
Springfield, IL 62764

INQUIRIES CONTACT: Local Agency-Agreement Analyst at 217/524-6531.

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BCMS2257:BCMR057  
12/09/14 15:22:58

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
CONTRACTOR INVOICE

DOC ID: 0000 000000000

DOT VENDOR: C56720

CONTRACT NBR: 70514  
FROM DATE: 06/30/13  
TO DATE: 07/16/13  
STATE JOB: C-95-035-06  
DIST/CNTY: 05 113-MCLEAN

ROUTE: FAP 704  
SECTION: (1)N & TS-1  
PROJECT: NHF-0704/098/

PAYEE:  
STARK EXCAVATING INC  
1805 W WASHINGTON STREET  
BLOOMINGTON IL 61701

CONTR:  
STARK EXCAVATING INC  
1805 W WASHINGTON STREET  
BLOOMINGTON IL 61701

PERCENT COMPLETED 100.00 % NET CHANGE TO DATE 5.88 % LOCAL AGENCY PART

| FAS-ID  | CONTRACT AWARDED AMT | ADDITIONS   | DEDUCTIONS | TOTAL ADJUSTED CONTRACT VALUE | TOTAL AMOUNT DUE TO DATE |
|---------|----------------------|-------------|------------|-------------------------------|--------------------------|
| L05EL01 | 8850,535.95          | 1011,850.06 | 548,998.37 | 9313,387.64                   | 9,313,387.64             |
| L05EL02 | 214,382.65           | 52,618.48   | 49,122.21  | 217,878.92                    | 217,878.92               |
| L05EL03 | 100,225.59           | 20,697.79   | 15,971.35  | 104,952.03                    | 104,952.03               |
| L05EL04 | 65,783.29            | 22,935.44   | 3,565.00   | 85,153.73                     | 85,153.73                |
| 07A0L01 | 112,305.72           | 48,301.27   | 24,107.10  | 136,499.89                    | 136,499.89               |
| 07A0L02 | 602,000.00           | 123,695.36  | 53,840.40  | 671,854.96                    | 671,854.96               |
| TOTAL   | 9945,233.20          | 1280,098.40 | 695,604.43 | 10529,727.17                  | 10,529,727.17            |

TOTAL RETAINAGE INCLD THIS EST 0.00  
TOTAL DUE AFTER RETAINAGE 10,529,727.17  
TOTAL PAID INCLD THIS ESTIMATE 10,529,727.17  
PREVIOUS PAYMENTS TO CONTRACTOR -10,529,727.17  
PAYMENT TO CONTRACTOR THIS ESTIMATE =====> 0.00

ZERO PAYMENT

APPROPRIATION: 011-49442-7900-0011 7721 ZERO PAYMT 1 OF 1 \$ 0.00<==  
SCHEDULE:

=====

FINAL ESTIMATE 28 TOTAL \$ 0.00

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FOR COUNCIL: January 26, 2015

**SUBJECT:** Final Payment to State of Illinois in the Amount of \$175,447.38 for the Constitution Trail (Grove to Croxton), Illinois Project HPP-4070/001/000, City Section 05-00333-00-BT, and Approval of a Change Order to Pay an Additional \$24,001.94

**RECOMMENDATION/MOTION:** Recommend that the Final Payment to the State of Illinois Treasurer in the amount of \$175,447.38 and Change Order in the amount of \$24,001.94 be approved, and the Resolution 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 Council approved a City/State Agreement on April 27, 2009 with the Illinois Department of Transportation (IDOT), acting on behalf of the State of Illinois for administration of a Federal grant to construct Constitution Trail (Grove to Croxton), Illinois Project HPP-4070/001/000, City Section 05-00333-00-BT.

The Public Works Department has received the Final Invoice, (#107500), from IDOT for the project. The trail, pavement, and sewer work which the City agreed to pay for was under the agreed estimate. However the water main relocation work exceeded the estimate. This cost overrun was primarily due to a conflict discovered during construction with an existing buried retaining wall south of Oakland Avenue. Part of the conflicting retaining wall had to be removed and part of the water main had to be realigned at additional construction cost.

|  | <b>Federal Grant</b> | <b>Park Dedication</b> | <b>Water</b>  | <b>Total</b>        |
|--|----------------------|------------------------|---------------|---------------------|
| Estimated Cost from City/State Agreement     | \$1,000,000.00       | \$494,200.00           | \$130,000.00  | \$1,624,200.00      |
| Final City Share                             | \$1,000,000.00       | \$372,275.19           | \$154,001.94  | \$1,526,277.13      |
| Difference from Estimated: surplus (deficit) | \$0.00               | \$121,924.81           | (\$24,001.94) | \$97,922.87         |
| Paid to Date                                 | \$1,000,000.00       | \$350,829.75           | \$0.00        | \$594,312.64        |
| Final Payment Due (see invoice)              | \$0.00               | \$21,445.44            | \$154,001.94  | <b>\$175,447.38</b> |

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

**FINANCIAL IMPACT:** The Council needs to approve a Change Order in the amount of \$24,001.94 for Water Transmission & Distribution - Water Main Construction & Improvements (50100120 - 72540). Stakeholders can locate the budget for the change order amount in the Budget Book titled “Other Funds & Capital Improvement Program” on page 138.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Project Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works  
 Brett Lueschen, Interim Water Director  
 Steve 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

**Attachments:** Attachment 1. Resolution  
 Attachment 2. IDOT Invoice #107500

Motion: That the Final Payment to the State of Illinois Treasurer in the amount of \$175,447.38 and Change Order in the amount of \$24,001.94 be approved, and the Resolution adopted.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**RESOLUTION NO. 2015 -**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$24,001.94 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR CONSTITUTION TRAIL (GROVE TO CROXTON), ILLINOIS PROJECT HPP-4070/001/000, CITY SECTION 05-00333-00-BT**

WHEREAS, the City of Bloomington has previously entered into a contract with IDOT approved April 27, 2009; and

WHEREAS, for the reasons set forth in a staff report dated January 26, 2015 it was necessary to remove a buried retaining wall and relocate the water main south of Oakland Avenue at additional cost to the project; and

WHEREAS, it is the finding of the City Council that the work described in the January 26, 2015 memo is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a Change Order in the amount of \$24,001.94 in the contract between the City of Bloomington and IDOT be approved.

ADOPTED this 26<sup>th</sup> day of January, 2015.

APPROVED this \_\_\_\_\_ day of January, 2015.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk





# Illinois Department of Transportation

Invoice

City of Bloomington  
Clerk  
P.O. Box 3157  
Bloomington, IL 61702

INVOICE NO. 107500  
RESP. CODE 8040  
INVOICE DATE 12/26/2014  
REVENUE CODE 6305  
AUDIT NUMBER  
PAYER NUMBER 01902

**EXPLANATION OF CHARGES**

**PAY FROM THIS INVOICE**

LOCATION: Constitution Trail  
LOCAL SECTION: 05-00333-00-BT  
ROUTE: CONSTIT TRAIL  
SECTION:  
COUNTY : McLean  
JOB NO. : C-95-325-07  
PROJECT NO.: HPP-4070/001/000  
CONTRACT NO.: 91380  
DISTRICT: 5

**AMOUNT**

The Agreement executed 6/23/2009 between City of Bloomington, and the State of Illinois provides that the city will reimburse the State for part of the construction costs.

**FINAL CITY SHARE:**

|   |                               |
|---|-------------------------------|
| HY20K01                                     | \$248,789.80                  |
| LY20K01                                     | \$1,123,485.39                |
| SUB-TOTAL OF \$1,372,275.19                 |                               |
| LESS FEDERAL SHARE @ 80% NTE \$1,000,000.00 | (\$1,000,000.00)              |
| 07C0K01 @ 100%                              | \$154,001.94                  |
| LESS PREVIOUS PAYMENTS OF                   | (\$350,829.75)                |
| Payment Due Date 01/15/2015                 | <b>TOTAL DUE \$175,447.38</b> |

**PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS**

**MAIL TO:** Illinois Department of Transportation  
Room 322, Harry R. Hanley Building  
2300 So. Dirksen Parkway  
Springfield, IL 62764

**INQUIRIES CONTACT:** Local Agency-Agreement Analyst at 217/524-6531.

BCMS2257:BCMR057  
12/09/14 15:24:56

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
CONTRACTOR INVOICE

DOC ID: 0000 000000000

DOT VENDOR: C56720

CONTRACT NBR: 91380  
FROM DATE: 01/04/12  
TO DATE: 07/12/13  
STATE JOB: C-95-325-07  
DIST/CNTY: 05 113-MCLEAN

ROUTE: CONSTIT TRAIL  
SECTION: 05-00333-00-BT  
PROJECT: HPP-4070/001/000

PAYEE:  
STARK EXCAVATING INC  
1805 W WASHINGTON STREET  
BLOOMINGTON IL 61701

CONTR:  
STARK EXCAVATING INC  
1805 W WASHINGTON STREET  
BLOOMINGTON IL 61701

PERCENT COMPLETED 100.00 % NET CHANGE TO DATE -0.84 % LOCAL AGENCY PART

| FAS-ID       | CONTRACT AWARDED AMT | ADDITIONS         | DEDUCTIONS        | TOTAL ADJUSTED CONTRACT VALUE | TOTAL AMOUNT DUE TO DATE |
|--------------|----------------------|-------------------|-------------------|-------------------------------|--------------------------|
| HY20K01      | 250,000.00           | 3,231.80          | 4,442.00          | 248,789.80                    | 248,789.80               |
| LY20K01      | 1168,778.00          | 77,627.97         | 122,920.58        | 1123,485.39                   | 1,123,485.39             |
| 07COK01      | 120,486.00           | 39,220.94         | 5,705.00          | 154,001.94                    | 154,001.94               |
| <b>TOTAL</b> | <b>1539,264.00</b>   | <b>120,080.71</b> | <b>133,067.58</b> | <b>1526,277.13</b>            | <b>1,526,277.13</b>      |

TOTAL RETAINAGE INCLD THIS EST 0.00  
 TOTAL DUE AFTER RETAINAGE 1,526,277.13  
 TOTAL PAID INCLD THIS ESTIMATE 1,526,277.13  
 PREVIOUS PAYMENTS TO CONTRACTOR -1,526,277.13  
 PAYMENT TO CONTRACTOR THIS ESTIMATE =====> -265.52

ZERO PAYMENT CREDIT AMOUNT

APPROPRIATION: 011-49442-7900-1010 7721 CREDIT DUE 1 OF 1 \$ -265.52<==  
SCHEDULE:

=====

FINAL ESTIMATE 14 TOTAL \$ -265.52

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 12:09:14 15:37:06

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 BUREAU OF CONSTRUCTION - DIVISION OF HIGHWAYS  
 FINAL PAY TIME REPORT  
 BY COUNTY, CONSTRUCTION/SAFETY CODES  
 ESTIMATE NUMBER 14

PAGE: 1

PROJECT: HPP-4070/001/000  
 ROUTE: CONSTIT TRAIL  
 SECTION: 05-00333-00-BT  
 COUNTY: MCLEAN 05 113  
 CONTR: C56720

CONTRACT: 91380  
 REVIEW DATE: 07/12/2013  
 STATE JOB: C-95-325-07

SUBJOB: FAS-ID: HY20X01 COUNTY: 113 CONST/SFTY: Y047

| PAY ITEM NUMBER            | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | AWARDED QUANTITY | ADDED QUANTITY | DEDUCTED QUANTITY | ADJUSTED QUANTITY | UNIT PRICE | ADJUSTED TOTAL PRICE |
|----------------------------|-----------------------|-----------------|------------------|----------------|-------------------|-------------------|------------|----------------------|
| X0322508                   | PED TRUSS SUPERSTR    | SQ FT           | 2,714.000        |                |                   | 2,714.000         | 67.0000    | 181,838.00           |
| 25000110                   | SEEDING CL 1A         | ACRE            | .700             |                |                   | .700              | 1,800.0000 | 1,260.00             |
| 40201000                   | AGGREGATE-TEMP ACCESS | TON             | 1.000            |                | 1.000             |                   | 42.0000    |                      |
| 42001420                   | BR APPR PVT CON (PCC) | SQ YD           | 16.000           |                | 16.000            |                   | 275.0000   |                      |
| 60260100                   | INLETS ADJUST         | EACH            | 1.000            |                |                   | 1.000             | 200.0000   | 200.00               |
| 66400560                   | CH LK FENCE 6 SPL     | FOOT            | 2,830.000        | 146.900        |                   | 2,976.900         | 22.0000    | 65,491.80            |
| COUNTY/CONST/SAFETY TOTALS |                       |                 | 250,000.00       | 3,231.80       | 4,442.00          |                   | 248,789.80 | 248,789.80           |
| FAS ID TOTALS              |                       |                 | 250,000.00       | 3,231.80       | 4,442.00          |                   | 248,789.80 | 248,789.80           |

PROJECT: HPP-4070/001/000  
ROUTE: CONSTIT TRAIL  
SECTION: 05-00333-00-BT  
COUNTY: MCLEAN 05 113  
CONTR: C56720

BY COUNTY, CONSTRUCTION/SAFETY CODES  
ESTIMATE NUMBER 14

CONTRACT: 91380  
REVIEW DATE: 07/12/2013  
STATE JOB: C-95-325-07

| PAY ITEM NUMBER | PAY ITEM DESCRIPTION   | UNIT OF MEASURE | AWARDED QUANTITY | ADDED QUANTITY | DEDUCTED QUANTITY | ADJUSTED QUANTITY | UNIT PRICE  | ADJUSTED TOTAL PRICE |
|-----------------|------------------------|-----------------|------------------|----------------|-------------------|-------------------|-------------|----------------------|
| FR000301        | ASPHALT MILLING        | DOLLAR          |                  | 3,762.970      |                   | 3,762.970         | 1.0000      | 3,762.97             |
| FR000302        | UNDERCUT FOR BLK RET W | DOLLAR          |                  | 780.400        |                   | 780.400           | 1.0000      | 780.40               |
| FR000303        | GRADE YARDS AT 610-612 | DOLLAR          |                  | 5,517.130      | 68.170            | 5,448.960         | 1.0000      | 5,448.96             |
| FR000304        | PIPE INSTALL AT TAYLOR | DOLLAR          |                  | 464.880        | 7.020             | 457.860           | 1.0000      | 457.86               |
| FR000305        | HAUL & PLACE TOPSOIL   | DOLLAR          |                  | 12,869.620     | 180.010           | 12,689.610        | 1.0000      | 12,689.61            |
| FR000306        | GRADE AT TAY/ROB & POW | DOLLAR          |                  | 983.330        |                   | 983.330           | 1.0000      | 983.33               |
| FR000307        | RELOC INLET STA 107+00 | DOLLAR          |                  | 1,270.990      |                   | 1,270.990         | 1.0000      | 1,270.99             |
| XX002118        | STORM SEW D I 12       | FOOT            | 860.000          |                | 21.000            | 839.000           | 60.0000     | 50,340.00            |
| XX005790        | REC SAN S LAT 6        | EACH            | 6.000            |                |                   | 6.000             | 1,775.0000  | 10,650.00            |
| XX007998        | INLETS, TH T50 F & G   | EACH            | 7.000            |                |                   | 7.000             | 1,300.0000  | 9,100.00             |
| XX007999        | SAN MH W/ T1 F AND G   | EACH            | 3.000            |                |                   | 3.000             | 4,200.0000  | 12,600.00            |
| XX008000        | D I SAN SEWER 12       | FOOT            | 400.000          |                | 2.000             | 398.000           | 80.0000     | 31,840.00            |
| XX104100        | CONN EX MANHOLE        | EACH            | 3.000            |                | 1.000             | 2.000             | 1,100.0000  | 2,200.00             |
| X0322923        | SEGMENT CONC BLK WALL  | SQ FT           | 2,375.000        |                |                   | 2,375.000         | 44.0000     | 104,500.00           |
| X0632001        | CLEAR PROT CTG F/CONC  | SQ FT           | 4,286.000        |                | 742.000           | 3,544.000         | 5.5000      | 19,492.00            |
| X9500100        | FENCE REM & REPL       | FOOT            |                  | 130.000        |                   | 130.000           | 35.0000     | 4,550.00             |
| X9500500        | FURNISH TOPSOIL        | CU YD           |                  | 238.210        |                   | 238.210           | 35.0000     | 8,337.35             |
| X9500501        | CHAIN LINK FENCE GATE  | EACH            |                  | 2.000          |                   | 2.000             | 3,500.0000  | 7,000.00             |
| Z0010615        | CLEAN EX INLETS        | EACH            | 1.000            |                |                   | 1.000             | 275.0000    | 275.00               |
| Z0013798        | CONSTRUCTION LAYOUT    | L SUM           | 1.000            |                |                   | 1.000             | 13,500.0000 | 13,500.00            |

ILLINOIS DEPARTMENT OF TRANSPORTATION  
BUREAU OF CONSTRUCTION - DIVISION OF HIGHWAYS  
FINAL PAY TIME REPORT  
BY COUNTY, CONSTRUCTION/SAFETY CODES  
ESTIMATE NUMBER 14

PROJECT: HPP-4070/001/000  
ROUTE: CONSTIT TRAIL  
SECTION: 05-00333-00-BT  
COUNTY: MCLEAN 05 113  
CONTR: C56720

CONTRACT: 91380  
REVIEW DATE: 07/12/2013  
STATE JOB: C-95-325-07

SUBJOB: FAS-ID: LY20K01 COUNTY: 113 CONST/SFTY: Y047

| PAY ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | AWARDED QUANTITY | ADDED QUANTITY | DEDUCTED QUANTITY | ADJUSTED QUANTITY | UNIT PRICE | ADJUSTED TOTAL PRICE |
|-----------------|-----------------------|-----------------|------------------|----------------|-------------------|-------------------|------------|----------------------|
| Z0034210        | MECH ST EARTH RET WL  | SQ FT           | 2,452.000        |                | 137.000           | 2,315.000         | 47.0000    | 108,805.00           |
| Z0077740        | WOOD GUARD RAIL       | FOOT            | 340.000          |                | 51.700            | 288.300           | 45.0000    | 12,973.50            |
| 20200100        | EARTH EXCAVATION      | CU YD           | 1,206.000        |                |                   | 1,206.000         | 39.5000    | 47,637.00            |
| 20201200        | REM & DISP UNS MAIL   | CU YD           | 380.000          | 80.000         |                   | 460.000           | 20.0000    | 9,200.00             |
| 20400800        | FURNISHED EXCAV       | CU YD           | 1,342.000        |                |                   | 1,342.000         | 9.0000     | 12,078.00            |
| 20700400        | POROUS GRAN EMB SPEC  | CU YD           | 385.000          | 45.000         |                   | 430.000           | 55.0000    | 23,650.00            |
| 20800150        | TRENCH BACKFILL       | CU YD           | 305.000          | 6.000          |                   | 311.000           | 32.0000    | 9,952.00             |
| 21001000        | GEOTECH FAB F/GR STAB | SQ YD           | 1,000.000        |                | 1,000.000         |                   | 1.7500     |                      |
| 21101505        | TOPSOIL EXC & PLAC    | CU YD           | 382.000          |                | 343.800           | 38.200            | 69.5000    | 2,654.90             |
| 25000110        | SEEDING CL 1A         | ACRE            |                  | .600           |                   | .600              | 1,800.0000 | 1,080.00             |
| 25000400        | NITROGEN FERT NUTR    | POUND           | 63.000           | 54.000         |                   | 117.000           | 6.0000     | 702.00               |
| 25000500        | PHOSPHORUS FERT NUTR  | POUND           | 63.000           | 54.000         |                   | 117.000           | 6.0000     | 702.00               |
| 25000600        | POTASSIUM FERT NUTR   | POUND           | 63.000           | 54.000         |                   | 117.000           | 6.0000     | 702.00               |
| 25100115        | MULCH METHOD 2        | ACRE            | .700             | .600           |                   | 1.300             | 1,200.0000 | 1,560.00             |
| 28000255        | TEMP EROS CONTR SEED  | ACRE            | .700             | .600           |                   | 1.300             | 950.0000   | 1,235.00             |
| 28000300        | TEMP DITCH CHECKS     | EACH            | 1.000            |                | 1.000             |                   | 150.0000   |                      |
| 28000400        | PERIMETER EROS BAR    | FOOT            | 2,000.000        |                | 21.000            | 1,979.000         | 3.5000     | 6,926.50             |
| 28000500        | INLET & PIPE PROTECT  | EACH            | 25.000           |                | 8.000             | 17.000            | 110.0000   | 1,870.00             |
| 28100225        | STONE RIPRAP CL B3    | TON             | 10.000           |                |                   | 10.000            | 90.0000    | 900.00               |
| 28200200        | FILTER FABRIC         | SQ YD           | 20.000           |                |                   | 20.000            | 1.7500     | 35.00                |

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|-----------------|-----------------------|-----------------|------------------|----------------|-------------------|-------------------|------------|----------------------|
| 31101000        | SUB GRAN MAT B        | TON             | 500.000          |                | 500.000           |                   | 28.0000    | 14,000.00            |
| 35101400        | AGG BASE CSE B        | TON             | 2,000.000        |                |                   | 2,000.000         | 35.0000    | 70,000.00            |
| 40201000        | AGGREGATE-TEMP ACCESS | TON             | 64.000           |                | 64.000            |                   | 42.0000    | 2,688.00             |
| 40600100        | BIT MATLS PR CT       | GALLON          | 2,235.000        |                | 1,873.000         | 362.000           | 3.5000     | 1,267.00             |
| 40600615        | LEV BIND MM N30       | TON             | 245.000          |                | 189.430           | 55.570            | 127.0000   | 7,057.39             |
| 40603100        | HMA BC IL-19.0L N30   | TON             | 55.000           | 1.450          |                   | 56.450            | 130.0000   | 7,338.50             |
| 40603305        | HMA SC "C" N30        | TON             | 950.000          |                | 54.130            | 895.870           | 110.0000   | 98,545.70            |
| 42001400        | BR APPROACH PAVT SPL  | SQ YD           | 27.000           | .300           |                   | 27.300            | 390.0000   | 10,647.00            |
| 42400100        | PC CONC SIDEWALK 4    | SQ FT           | 3,185.000        | 813.500        |                   | 3,998.500         | 7.5000     | 29,988.75            |
| 42400300        | PC CONC SIDEWALK 6    | SQ FT           | 505.000          | 13.500         |                   | 518.500           | 8.5000     | 4,407.25             |
| 42400800        | DETECTABLE WARNINGS   | SQ FT           | 22.000           | 8.000          |                   | 30.000            | 22.0000    | 660.00               |
| 44000100        | PAVEMENT REM          | SQ YD           | 900.000          |                | 139.700           | 760.300           | 18.0000    | 13,685.40            |
| 44000200        | DRIVE PAVEMENT REM    | SQ YD           | 40.000           | 23.100         |                   | 63.100            | 21.0000    | 1,325.10             |
| 44000300        | CURB REM              | FOOT            | 85.000           | 12.000         |                   | 97.000            | 9.0000     | 873.00               |
| 44000500        | COMB CURB GUTTER REM  | FOOT            | 330.000          | 15.000         |                   | 345.000           | 7.0000     | 2,415.00             |
| 44000600        | SIDEWALK REM          | SQ FT           | 3,770.000        |                | 287.400           | 3,482.600         | 1.2500     | 4,353.25             |
| 44200276        | PAVT PATCH T2         | SQ YD           | 65.000           |                | 11.100            | 53.900            | 110.0000   | 5,929.00             |
| 44201974        | CL D PATCH T1         | SQ YD           | 5.000            | 6.100          |                   | 11.100            | 170.0000   | 1,887.00             |
| 48101200        | AGGREGATE SHLDS B     | TON             | 25.000           |                | .050              | 24.950            | 50.0000    | 1,247.50             |
| 50102400        | CONC REM              | CU YD           | 40.000           | 48.200         |                   | 88.200            | 200.0000   | 17,640.00            |

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|-----------------|-----------------------|-----------------|------------------|----------------|-------------------|-------------------|------------|----------------------|
| 50105220        | PIPE CULVERT REMOV    | FOOT            | 40.000           |                | 8.000             | 32.000            | 10.0000    | 320.00               |
| 50300225        | CONC STRUCT           | CU YD           | 17.700           |                |                   | 17.700            | 1,400.0000 | 24,780.00            |
| 50300280        | CONCRETE ENCASMENT    | CU YD           | 16.600           |                |                   | 16.600            | 1,400.0000 | 23,240.00            |
| 50800205        | REINF BARS, EPOXY CTD | POUND           | 2,760.000        |                |                   | 2,760.000         | 1.6500     | 4,554.00             |
| 51201400        | FUR STL PILE HP10X42  | FOOT            | 620.000          |                | 13.500            | 606.500           | 46.0000    | 27,899.00            |
| 51202305        | DRIVING PILES         | FOOT            | 620.000          | 75.000         | 103.200           | 591.800           | .1000      | 59.18                |
| 51203400        | TEST PILE ST HP10X42  | EACH            | 2.000            |                |                   | 2.000             | 6,000.0000 | 12,000.00            |
| 51500100        | NAME PLATES           | EACH            | 1.000            |                |                   | 1.000             | 400.0000   | 400.00               |
| 52100520        | ANCHOR BOLTS 1        | EACH            | 24.000           |                |                   | 24.000            | 100.0000   | 2,400.00             |
| 550A0050        | STORM SEW CL A 1 12   | FOOT            | 210.000          |                | 9.000             | 201.000           | 45.0000    | 9,045.00             |
| 550A0340        | STORM SEW CL A 2 12   | FOOT            | 140.000          | 15.000         |                   | 155.000           | 45.0000    | 6,975.00             |
| 55100100        | STORM SEWER REM 4     | FOOT            | 15.000           |                |                   | 15.000            | 9.0000     | 135.00               |
| 55100500        | STORM SEWER REM 12    | FOOT            | 20.000           | 2.000          |                   | 22.000            | 22.0000    | 484.00               |
| 56500600        | DOM WAT SER BOX ADJ   | EACH            | 11.000           |                | 11.000            |                   | 175.0000   |                      |
| 58700300        | CONCRETE SEALER       | SQ FT           | 144.000          |                | 1.400             | 142.600           | 10.0000    | 1,426.00             |
| 59100100        | GEOCOMPOSITE WALL DR  | SQ YD           | 10.000           |                |                   | 10.000            | 27.0000    | 270.00               |
| 60109580        | P UNDR FOR STRUCT 4   | FOOT            | 870.000          |                | 46.000            | 824.000           | 7.5000     | 6,180.00             |
| 60218300        | MAN TA 4 DIA T1F OL   | EACH            | 3.000            |                |                   | 3.000             | 2,400.0000 | 7,200.00             |
| 60218400        | MAN TA 4 DIA T1F CL   | EACH            | 1.000            |                |                   | 1.000             | 2,400.0000 | 2,400.00             |
| 60236200        | INLETS TA T8G         | EACH            | 3.000            |                |                   | 3.000             | 650.0000   | 1,950.00             |

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|-----------------|-----------------------|-----------------|------------------|----------------|-------------------|-------------------|-------------|----------------------|
| 60238710        | INLETS TA W/SPL GRATE | EACH            | 1.000            | 1.000          |                   | 2.000             | 1,000.0000  | 2,000.00             |
| 60240210        | INLETS TB TLF OL      | EACH            | 1.000            |                |                   | 1.000             | 1,000.0000  | 1,000.00             |
| 60240301        | INLETS TB T8G         | EACH            | 1.000            |                |                   | 1.000             | 1,000.0000  | 1,000.00             |
| 60255500        | MAN ADJUST            | EACH            | 6.000            |                | 4.000             | 2.000             | 350.0000    | 700.00               |
| 60257600        | MAN ADJ F&G SPL       | EACH            | 1.000            |                | 1.000             |                   | 550.0000    |                      |
| 60266600        | VALVE BOX ADJ         | EACH            | 3.000            |                | 2.000             | 1.000             | 250.0000    | 250.00               |
| 60500060        | REMOV INLETS          | EACH            | 1.000            |                |                   | 1.000             | 225.0000    | 225.00               |
| 60500070        | REMOV MAN - MAIN FLOW | EACH            | 1.000            | 1.000          |                   | 2.000             | 1,200.0000  | 2,400.00             |
| 60500090        | REM INLET- MAIN FLOW  | EACH            | 1.000            |                |                   | 1.000             | 1,000.0000  | 1,000.00             |
| 60602400        | CONC GUTTER SPL       | FOOT            | 250.000          | 9.000          |                   | 259.000           | 32.0000     | 8,288.00             |
| 60602800        | CONC GUTTER TB        | FOOT            | 585.000          |                | 69.500            | 515.500           | 29.0000     | 14,949.50            |
| 60603300        | GUTTER OUTLET         | EACH            | 4.000            |                |                   | 4.000             | 500.0000    | 2,000.00             |
| 60604400        | COMB CC&G TB6.18      | FOOT            | 65.000           |                | 23.000            | 42.000            | 36.0000     | 1,512.00             |
| 60606800        | COMB CC&G TB9.18      | FOOT            | 1,455.000        |                | 48.000            | 1,407.000         | 20.0000     | 28,140.00            |
| 66400105        | CH LK FENCE 4         | FOOT            | 20.000           |                | 20.000            |                   | 60.0000     |                      |
| 66400505        | CH LK FENCE 8         | FOOT            | 285.000          |                | 285.000           |                   | 32.0000     |                      |
| 66400555        | CH LK FENCE 5 SPL     | FOOT            | 485.000          |                | 5.500             | 479.500           | 23.0000     | 11,028.50            |
| 66400560        | CH LK FENCE 6 SPL     | FOOT            |                  | 136.900        | 136.900           |                   | 22.0000     |                      |
| 67100100        | MOBILIZATION          | L SUM           | 1.000            |                |                   | 1.000             | 86,250.0000 | 86,250.00            |
| 70103700        | TRAF CONT COMPL       | L SUM           | 1.000            |                |                   | 1.000             | 6,000.0000  | 6,000.00             |



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|----------------------------|----------------------|-----------------|------------------|----------------|-------------------|-------------------|--------------|----------------------|
| 78001110                   | PAINT PVT MK LINE 4  | FOOT            | 2,830.000        |                | 86.400            | 2,743.600         | 1.0000       | 2,743.60             |
| 78001130                   | PAINT PVT MK LINE 6  | FOOT            | 60.000           | 75.200         |                   | 135.200           | 2.0000       | 270.40               |
| 78001150                   | PAINT PVT MK LINE 12 | FOOT            | 90.000           | 11.000         |                   | 101.000           | 3.0000       | 303.00               |
| COUNTY/CONST/SAFETY TOTALS |                      |                 | 1,168,778.00     | 77,627.97      | 122,920.58        |                   | 1,123,485.39 | 1,123,485.39         |
| FAS ID TOTALS              |                      |                 | 1,168,778.00     | 77,627.97      | 122,920.58        |                   | 1,123,485.39 | 1,123,485.39         |

ILLINOIS DEPARTMENT OF TRANSPORTATION  
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|-------------------------|------------------------|------------------|------------------|----------------|-------------------|-------------------|------------|----------------------|
| SUBJOB: FAS-ID: 07C0K01 | COUNTY: 113            | CONST/SFTY: Y060 |                  |                |                   |                   |            |                      |
| FR000300                | FIRE HYDRANT INSTALLAT | DOLLAR           |                  | 21,260.940     |                   | 21,260.940        | 1.0000     | 21,260.94            |
| XX0003526               | D I WAT MNF 8X6 RED    | EACH             | 3.000            |                | 1.000             | 2.000             | 350.0000   | 700.00               |
| XX0003538               | D I WAT MNF 8 TEE      | EACH             | 3.000            |                | 1.000             | 2.000             | 600.0000   | 1,200.00             |
| XX0003539               | D I WAT MNF 8 X 6 TEE  | EACH             | 1.000            | 2.000          |                   | 3.000             | 350.0000   | 1,050.00             |
| XX0003544               | D I WAT MNF 6 90 BEND  | EACH             | 1.000            | 1.000          |                   | 2.000             | 475.0000   | 950.00               |
| XX0004377               | STEAMER FIRE HYDRANTS  | EACH             | 5.000            | 1.000          |                   | 6.000             | 2,950.0000 | 17,700.00            |
| XX0004731               | CON TO EX WM           | EACH             | 2.000            |                |                   | 2.000             | 1,500.0000 | 3,000.00             |
| XX0004895               | PIPE UNDERDRN CLN OUT  | EACH             | 8.000            |                | 3.000             | 5.000             | 150.0000   | 750.00               |
| XX0005478               | D I WM 6 RJ            | FOOT             | 105.000          | 39.000         |                   | 144.000           | 55.0000    | 7,920.00             |
| XX0005479               | D I WM 8 RJ            | FOOT             | 380.000          |                | 11.000            | 369.000           | 55.0000    | 20,295.00            |
| XX0006168               | SAMPLING TAP           | EACH             | 2.000            | 2.000          |                   | 4.000             | 300.0000   | 1,200.00             |
| XX0007027               | TRENCH BACK WATERMAIN  | CU YD            | 464.000          | 78.000         |                   | 542.000           | 27.0000    | 14,634.00            |
| XX0007996               | GATE V W RES J & B 6   | EACH             | 7.000            |                | 1.000             | 6.000             | 700.0000   | 4,200.00             |
| XX0007997               | GATE V W RES J & B 8   | EACH             | 3.000            |                |                   | 3.000             | 1,200.0000 | 3,600.00             |
| X03000020               | WATER SERV CONNECTION  | EACH             | 11.000           |                |                   | 11.000            | 495.0000   | 5,445.00             |
| X0323175                | DI WM BEND 90 8"       | EACH             | 1.000            |                |                   | 1.000             | 550.0000   | 550.00               |
| 208000250               | TRENCH BACKFILL SPL    | CU YD            | 132.000          | 145.000        |                   | 277.000           | 59.0000    | 16,343.00            |
| 56103100                | D I WATER MAIN 8       | FOOT             | 725.000          | 11.000         |                   | 736.000           | 39.0000    | 28,704.00            |
| 56400100                | FIRE HYDNTS TO BE MVD  | EACH             | 1.000            |                | 1.000             |                   | 1,500.0000 |                      |
| 56400400                | FIRE HYDNTS RELOCATED  | EACH             | 1.000            |                | 1.000             |                   | 1,500.0000 |                      |

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|----------------------------|-----------------------|-----------------|------------------|----------------|-------------------|-------------------|--------------|----------------------|
| 56400500                   | FIRE HYDNTS TO BE REM | EACH            | 3.000            |                |                   | 3.000             | 1,500.0000   | 4,500.00             |
| COUNTY/CONST/SAFETY TOTALS |                       |                 | 120,486.00       | 39,220.94      | 5,705.00          |                   | 154,001.94   | 154,001.94           |
| FAS ID TOTALS              |                       |                 | 120,486.00       | 39,220.94      | 5,705.00          |                   | 154,001.94   | 154,001.94           |
| PROJECT TOTALS             |                       |                 | 1,539,264.00     | 120,080.71     | 133,067.58        |                   | 1,526,277.13 | 1,526,277.13         |



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 20, 2014

SUBJECT: Notification to Maintain

Ms. Tracey Covert  
City Clerk  
PO BOX 3157  
Bloomington, IL 61702

Dear Ms. Covert:

The following contract has been satisfactorily completed and accepted by the Department of Transportation:

Route: CONSTIT TRAIL  
Contract: 91380  
County: McLean  
Illinois Project: HPP-4070/001/000  
Section: 05-00333-00-BT

The agreement entered into between the State and the CITY OF BLOOMINGTON details maintenance responsibilities for the completed improvement. Please refer to the agreement for this information.

Sincerely,

A handwritten signature in black ink that reads "Tim Kell" with a stylized flourish at the end.

Tim P. Kell, P. E.  
Interim Engineer of Construction

cc: Joseph E. Crowe  
Justan Mann Attn: Kyle Armstrong  
James Klein, Acting Bureau Chief of Local Roads and Streets  
Construction Finals Accountant

DTGI2236:BCMR036  
08/13/14 12:46:18

ILLINOIS DEPARTMENT OF TRANSPORTATION  
FINAL ACCEPTANCE OF IMPROVEMENT

IMPROVEMENT FUNDED BY: FEDERAL, CITY OF BLOOMINGTON

TO CONTRACTOR:

STARK EXCAVATING INC  
1805 W WASHINGTON STREET  
BLOOMINGTON IL 61701

=====

DESIGNATION BY DEPARTMENT OF TRANSPORTATION

ROUTE: CONSTIT TRAIL

SECTION: 05-00333-00-BT

COUNTY: 113 MCLEAN

PROJECT: HPP-4070/001/000

CONTRACT: 91380 JOB: C-95-325-07

TYPE OF IMPROVEMENT:

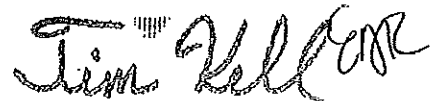
CONSTRUCTION OF A HMA MULTI-USE RECREATIONAL TRAIL ON AGGREGATE BASE COURSE, EARTH EXCAVATION, BRIDGE OVER OAKLAND AVENUE, RETAINING WALLS AND ALL OTHER INCIDENTAL ITEMS TO COMPLETE THE WORK LOCATED ALONG INDIANAPOLIS STREET AND EXTENDS FROM CROXTON AVENUE TO GROVE STREET IN THE CITY OF BLOOMINGTON.

TOTAL COST: 1,526,277.13

=====

August 13, 2014

THIS WORK HAS BEEN SATISFACTORILY COMPLETED IN REASONABLE CLOSE CONFORMITY WITH ALL OF THE REQUIREMENTS OF THE CONTRACT AND IS HEREBY ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION.



INTERIM ENGINEER OF CONSTRUCTION

COPIES TO:

BUDGET & FISCAL MANAGEMENT

JOANNE WOODWORTH

ACTING ENGINEER OF DESIGN & ENVIRONMENT  
REGIONAL ENGINEER, DISTRICT 05

JOHN BARANZELLI  
KENSIL GARNETT

& DST 5 LOC RD OFFICE

ACTING ENGINEER OF LOCAL ROADS  
LOCAL AGENCY OFFICIAL  
FILE

JIM KLEIN  
BLOOMINGTON



FOR COUNCIL: January 26, 2015

SUBJECT: Ratification of Agreement with Police Benevolent Labor Committee Telecommunicators for the period of May 1, 2014 through April 30, 2016

**RECOMMENDATION/MOTION:** Recommend that the Agreement with Police Benevolent Labor Committee Telecommunicators be ratified, 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 1d. City services delivered in the most cost-effective, efficient manner and Objective 1e. Partnering with others for the most cost-effective service delivery.

**BACKGROUND:** On August 28, 2014 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that would expire on April 30, 2015. The expired contract can be located at [www.cityblm.org](http://www.cityblm.org) under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On December 12, 2014, the parties reached Tentative Agreement on the issues listed below. The Contract has been ratified.

#### **Leave Time**

- Eliminate payment at time of separation of Float Days and Personal Convenience Leave for employees with less than one (1) year of service.
- Running FMLA concurrent with Sick Leave.
- Ability to use up to twenty-four (24) hours of sick leave for your parent per fiscal year.
- Modification of contract language to include civil union partner in the definition of immediate family.
- Reduce the number of months that a new employee will receive twenty (20) hours of sick leave from nine (9) months to two (2) months.
- Modification of Rapid Accrual language to only one-time in an employee's career beginning May 1, 2014.
- Elimination of RHS contributions for employees hired after May 1, 2014.

#### **Wages and Benefits**

- May 1, 2014 wage increase of 2.25% with retroactivity.
- May 1, 2015 wage increase of 2.25%.
- Update the Overtime Call In Procedure
- Allow shift trades in four (4) hour increments.

#### **Miscellaneous Items**

- Addition of Language on Paycheck Distribution.

- Modification of Employee Break Language.
- Modification of Parking access.
- Modification of probationary language to allow a three (3) month extension. Require seasonal employees who become full-time employees to have a three (3) month probationary period.
- Agreement to allow seasonal employees to pick their hours of work by their length of employment as a seasonal employee.
- Modification of grievance language that increases the length of time lines to file and respond to grievances. Changes also allow for each party to reject one (1) panel of arbitrators and require the use of Arbitrators from the National Academy of Arbitrators.
- Increase shifts bids to twice a year.
- Ability to consult with a union representative, if available, prior to submitting to a drug or alcohol test.

**Term of Agreement**

- Two (2) year Agreement

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

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City Council and Police Benevolent Labor Committee Telecommunicator employees.

**FINANCIAL IMPACT:** The financial impact of the Tentative Agreements includes:  
 Increase in wage tables by 2.25% effective May 1, 2014. Increase in wage tables by 2.25% effective May 1, 2015. Estimated cost of these wage increases for full-time employees during the term of the contract, excluding longevity increases, is approximately \$50,000.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Nicole Albertson, Human Resources Director

Financial & budgetary review by: Paulette Hurd, Chief Accountant

Legal review by: Angela Fyans- Jimenez, Sorling Northrup

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Contract

---

Motion: That the Agreement with Police Benevolent Labor Committee Telecommunicators be ratified, and the Mayor and City Clerk be authorized to execute the necessary documents..

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



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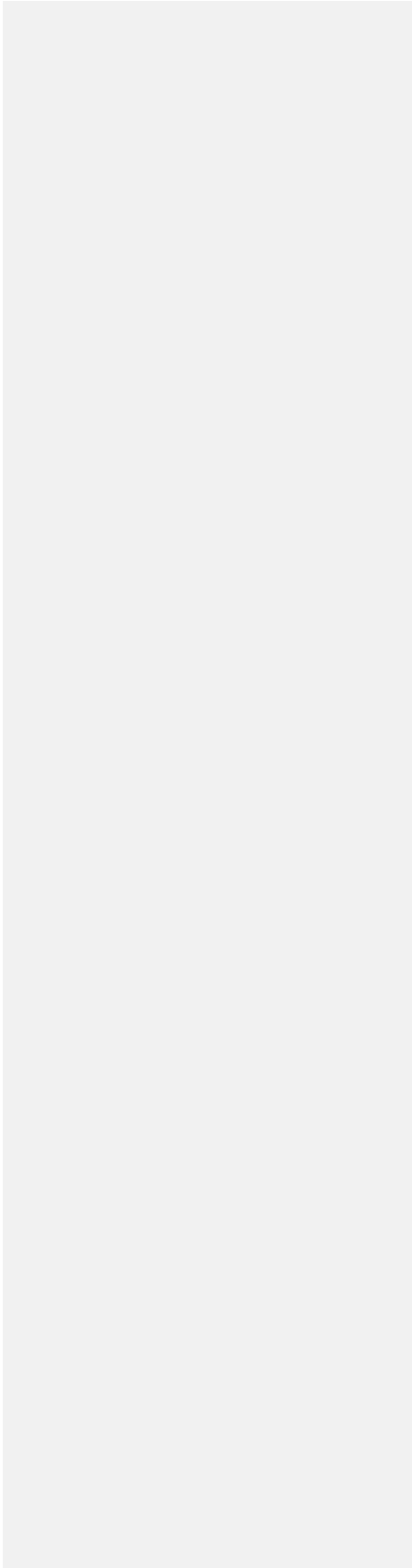
**AGREEMENT  
BETWEEN**

**CITY OF BLOOMINGTON  
AND  
TELECOMMUNICATORS**

**POLICE BENEVOLENT LABOR COMMITTEE**

| **MAY 1, 201114 – APRIL 30, 20142016**

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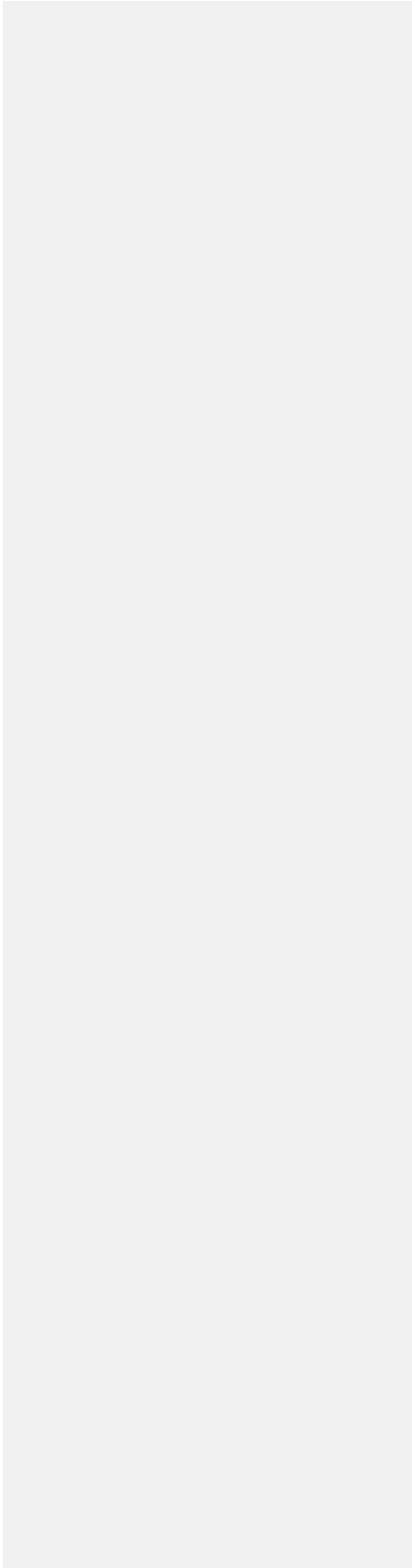


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## GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chief's absence

City Manager includes the appropriate designee in the Manager's absence

Human Resources Director includes the appropriate designee in the Director's absence

Communications Center Manager is interchangeable with the term supervisor and includes the appropriate designee in the Communication Center Manager's absence.

~~Day Monday through Friday inclusive~~

His/He/Him includes both male and female telecommunicator

TCM refers to a telecommunicator

President\_Chief Steward includes the appropriate designee in the Chief Steward's ~~President's~~ absence

**AGREEMENT**

This Agreement made and entered into this 1st day of May, 20~~14~~<sup>14</sup> by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT LABOR COMMITTEE (hereinafter referred to as the "Union"):

WITNESSETH:

Whereas the Union was certified as the sole and exclusive bargaining agent by the Illinois Public Labor Relations Board in case number S-RC-08-006 on May 1, 2008.

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and the Union; aid toward the economical and sufficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the Agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitutions and laws of the State of Illinois, and Ordinances of the City of Bloomington,

NOW, THEREFORE, the parties agree as follows:



|

**ARTICLE 1 RECOGNITION**

**Section 1.1. Representation and Bargaining Unit.**

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time and seasonal telecommunicators employed by the City's Police Department, excluding any and all other employees employed by the Police Department and the City of Bloomington. The City is not prohibited from hiring temporary and/or seasonal help. Such recognition is pursuant to Case No. S-RC-08-006.

**Section 1.2. New Classifications.**

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay rate for the classification.

**ARTICLE 2 UNION SECURITY**

**Section 2.1. Dues Check Off.**

Upon receipt of a signed authorization the City will deduct from the pay of a TCM covered by this Agreement the monthly dues and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Such deduction shall be remitted to the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION  
TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by the Police Benevolent Labor Committee.

I authorize and direct you to deduct said membership dues from my paychecks each month after the date this assignment is delivered to you and to remit same to the Union.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

**Section 2.2. Fair Share Deductions.**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

**Section 2.3. Religious Exemption.**

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious

body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis make payment and furnish a written receipt to the Union that such payment has been made. The Union will notify the City in writing that no union dues or fair share should be deducted from the employee's payroll.

**Section 2.4. Indemnification.**

The Union agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City as they relate specifically to this Article.

**Section 2.5 Union Activity.**

The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership and Union activity or non-activity.

**ARTICLE 3 GRIEVANCE PROCEDURE**

**Section 3.1. Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted within ten (10) days after the occurrence of the event giving rise to the grievance or within ten (10) days after the TCM through the use of

reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step.

### **Section 3.2. Definition and Procedure.**

A grievance is a dispute or difference of opinion raised by one (1) or more TCM against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

**STEP 1:** Any TCM who has a grievance shall submit it in writing on the City of Bloomington grievance form to his Supervisor, who is designated for this purpose by the City. The Supervisor shall give his written answer within ~~five (5)~~ ten (10) business days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the TCM or the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within ~~five (5)~~ ten (10) business days after the designated Supervisor's answer in Step 1 and shall be signed by both the ~~TCM- grievant~~ and Chief Steward~~Union President~~. The Chief of Police shall discuss the grievance within ~~five (5)~~ ten (10) business days with the ~~Union President- Chief Steward~~

at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to the ~~Union President- Chief Steward~~ within ~~five (5)- ten (10)~~ business days following their meeting.

**STEP 3:** If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union ~~President- Chief Steward~~ in writing to the Human Resources Director within ~~five (5)- ten (10)~~ business days after the Chief of Police's answer in Step 2. A meeting between the Human Resources Director, the Chief of Police and the Union ~~President- Chief Steward~~ shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the Union ~~President- Chief Steward~~. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union ~~President- Chief Steward~~ within ~~five (5)- ten (10)~~ business days following the meeting.

### **Section 3.3. Arbitration.**

If the grievance is not settled in accordance with the foregoing, procedure, the Union may refer the grievance to arbitration within ~~five (5)ten (10) business~~ days after receipt of the City's answer in Step 3. Within twenty (20) ~~business~~ days the parties shall file with the ~~Federal Mediation and Conciliation Service Illinois State Labor Relations Board~~ a request to submit a panel of five (5) arbitrators ~~who are members of the National Academy Of Arbitrators in sub-region of Illinois~~. Both the City and the Union shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. ~~Each party retains the right to reject one panel in its entirety and request that a new panel be submitted.~~ The arbitrator shall be notified of his selection by a joint letter from the City

|

and the Union requesting that he set a time and place for the arbitration, subject to the availability of the City and Union representatives.

**Section 3.4. Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

**Section 3.5. Expenses of Arbitration.**

The fee and expenses of the arbitrator including the cost associated with requesting a list of arbitrators, and the cost of a written transcript shall be divided equally between the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

**Section 3.6. Employee Rights.**

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without

|

the intervention of the Union; provided the Union is afforded the opportunity to be present at such conferences and any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to exercise its discretion to refuse to process employee's grievances which it believes not to be meritorious.

**Section 3.7. Meeting Between the Parties.**

On a quarterly basis the TCM Labor Committee may request a meeting with Police Administration to exchange views and discuss matters of mutual concern. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth herein. Meeting will be held at a mutually agreeable time and no overtime will be paid for such meeting.

**ARTICLE 4 NO STRIKE AND NO LOCKOUT**

**Section 4.1. No Strike.**

Neither the Union nor any officers, agents, or TCMs will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all TCMs who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

**Section 4.2. No Lockout.**

The City will not lock out any TCM during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE 5 DRUG AND ALCOHOL TESTING**

### **Section 5.1. Alcohol and/or Illegal Drug Policy.**

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their TCMs to report for work fit and able for duty. TCM's are prohibited from:

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the TCM's personal vehicle while working;
- (b) possessing, selling, purchasing, consuming or delivering any illegal drug at any time;
- (c) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty.

### **Section 5.2. Drug and Alcohol Testing Permitted.**

Where the City has reasonable suspicion to believe that a TCM is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the TCM to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must certify their reasonable suspicions concerning the affected TCM prior to any order to submit to the testing authorized herein.



Department Wide Testing – The City may at its discretion submit the entire bargaining unit to an annual drug test. Should the City exercise such “department wide testing” under this section, every TCM shall be required to submit to drug testing once per calendar year. A TCM may be excused by the Chief of Police from participating in the annual drug test administered to his or her work group, but said TCM shall be required to make up any missed test at the discretion of the Chief of Police. No TCM who tests negative shall, pursuant to this section, be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

**Section 5.3. Order to Submit to Testing.**

At the time a TCM is ordered to submit to testing authorized by this Agreement, the City shall provide the TCM with a written notice of the order. Refusal to submit to such testing may subject the TCM to discipline up to and including termination. The TCM shall be permitted to consult with a union representative, if available, at the time the order is given. However, the consultation with the Union will not delay or impede the testing process. If a TCM is required to submit to testing outside his regularly scheduled hours of work he shall be compensated.

**Section 5.4. Voluntary Requests for Assistance.**

The City shall take no adverse employment action against a TCM who, prior to any notification of drug or alcohol testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other

support, other than the City may require reassignment of the TCM if he is then unfit for duty in his current assignment. If no assignment is available, the TCM would be required to use appropriate leave time.

**Section 5.5. Discipline.**

TCMs who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. TCMs ordered to submit to drug or alcohol testing who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including termination.

The foregoing shall not be construed as an obligation on the part of the City to retain a TCM on active status throughout the period of rehabilitation if it is appropriately determined that the TCM's current use of alcohol or drugs prevents such individual from performing the duties of a TCM or whose continuance on active status would constitute a direct threat to the property or safety of others. Such TCMs shall be afforded the opportunity to use accumulated paid leave. When a TCM voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such TCM shall not be increased or imposed solely due to the TCM's submission to such treatment.

**Section 5.6. Positive Results.**

Concentration of a drug at or above the levels established by SAMHSA ([Substance Abuse and Mental Health Services Administration](#)) shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such "cut off" levels change from time to time. It is in the interest of the parties to adapt

and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA.

## **ARTICLE 6 EMPLOYEE RESPONSIBILITY**

### **Section 6.1. Prescription Drug Usage.**

TCMs who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the TCM's ability to perform his duties must report such usage to their supervisor. A TCM may be temporarily reassigned with pay to other more suitable duties. In no instance shall the employee be required to discontinue medication prescribed by his/her physician.

## **ARTICLE 7 DISCIPLINE**

### **Section 7.1. Standards of Discipline.**

(a) All disciplinary action against employees covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, discipline guidelines or State laws.

(b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the TCM's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as good cause for his no longer holding

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the position. No non-probationary employee shall be disciplined without just cause.

**Section 7.2. Felony Indictment.**

When a TCM is arrested for or charged with a criminal offense, the employee will be immediately placed on administrative leave with pay unless the TCM has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a TCM is formally charged with a felony and such charge results in anything other than a finding of guilty, the City shall make the TCM whole for any regular wages, accrued benefits and seniority forfeited between the time the TCM was placed on administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance.

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or continued after a plenary hearing at which the TCM had the opportunity to appear, the TCM will be carried on administrative leave without pay, (1) pending resolution of the criminal charge or (2) a determination by the City that, because of the nature of the charges, the TCM may be returned to full or restricted duty during the pendency of the charges.

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit such time on administrative

leave without pay against any suspension that might subsequently be entered against the employee for that incident.

## **ARTICLE 8 HOURS OF WORK.**

### **Section 8.1. Application of this Article.**

This Article shall not be construed as a guarantee of hours of work per day or per week.

### **Section 8.2. Regular Workday and Workweek.**

The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period. TCM's will receive two (2) consecutive days off work. The regular workweek shall be forty (40) hours per week and such additional time that maybe required in the judgment of the City to serve the citizens of the City and shall commence with the TCM's first regular workday commencing on or after Sunday at 7:00 a.m. of each week. The City will make every effort to post work schedules by Thursday. TCMs transitioning shifts may not have two (2) consecutive days off work.

### **Section 8.3 Breaks.**

TCMs will be eligible for a paid thirty (30) minute meal break during their regular eight (8) hour work day. TCM's working sixteen (16) consecutive hours will be eligible for second thirty (30) minute meal break within the second eight (8) hour shift.

TCMs will be allowed to take ~~two (2)~~ a paid work breaks of fifteen (15) minutes for every four (4) consecutive hours worked. ~~during the duration of their day.~~ Breaks are not guaranteed, cannot be combined, nor can they be carried over from one day to the next. If a TCM is unable to take their breaks no additional compensation shall be paid.

Meal or work breaks may not be taken within the first or last ½ hour of each shift, nor can they be combined. TCMs shall be allowed to leave their work station during breaks so long as the TCM is available for emergency callback. With prior approval from Communications Management Staff, TCM's may leave the Police Department and City Hall Campus area for emergency or extenuating circumstances.

**Section 8.4. Shift Assignment.**

TCMs shall bid shifts by seniority as defined in Article 13 SENIORITY. Probationary TCM's are freely assignable during their probationary period. The seniority shift bid shall occur prior to assignment of probationary TCMs. The City may reserve a shift for probationary TCMs, but may not reserve specific scheduled days off. The shift schedules shall be determined by the City and posted prior to May 1<sup>st</sup> and November 1st each year. New shifts will be effective the first Sunday at 7:00 a.m. in January and July. TCM's will have 24 hours to bid shifts before moving to the next senior TCM.

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In the event of a vacancy in any shift during the scheduling period, TCMs may bid for the vacant shift slot, including the specific days off on the schedule, on the basis of seniority as defined in Article 13 Seniority. If the resulting personnel move creates an additional vacancy, TCMs may bid for the second vacancy on the basis of seniority as defined in Article 13 Seniority. No further personnel moves shall be allowed following the second filled vacancy.

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**Section 8.5. No Pyramiding.**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**Section 8.6. Shift Trading.**

Pursuant to Section 7(p)(3) of the Fair Labor Standards Act (FLSA) ~~FLSA~~, Telecommunicators covered by this Agreement will be allowed to trade ~~days off~~ in four (4) hour increments as long as there is no overtime liability to the City and there is a mutual consent between Telecommunicators. Telecommunicators desiring to make a trade shall submit a Shift Trade Notification Form to the Communication Center Manager at least twenty-four (24) hours in advance of the first date and time to be traded. The form must specify the dates to be traded and must either be signed by both telecommunicators or signed by one of the telecommunicators and confirmed by e-mail by the other with a copy of the e-mail confirmation attached to the Form when submitted. Once the completed Form has been received, the schedule will be considered changed and the employees will be considered responsible for the days they committed to work. For the purpose of calculating wages and overtime payments under this contract and under FLSA, both employees will be paid as if they worked their originally scheduled shifts. Because of the nature of the services provided by Telecommunicators, the City must ensure adequate coverage at all times. Therefore, any employee who commits to a shift trade will be responsible for working the shift and may be disciplined for failing to work his or her half of the shift trade. Employees may not use any form of benefit time, other than sick leave, to cover a shift trade.

## ARTICLE 9 WAGES

### Section 9.1. Wages.

Telecommunicators will receive a 2.25% across the board increase on May 1, 2014 and, ~~May 1, 2012~~5 and ~~May 1, 2013~~. Telecommunicators currently on payroll shall be paid in accordance with Appendix B. TCM's on the payroll at the time of the May 1, 2014 contract ratification will receive retro pay.

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~~Full-time employees on the payroll at the time of contract ratification will receive retro pay. Seasonal employees on the payroll at the time of contract ratification will be paid at the base wage of a full-time employee, retro to May 1, 2013 only.~~

~~Upon ratification and execution of this Agreement, all full time and seasonal Telecommunicators who remain employed as of the date of ratification shall receive a signing bonus of \$500.00, issued on next regularly scheduled pay day following the signing of this Agreement.~~

### Section 9.2. Longevity.

Full-time employees shall be entitled to longevity at the following rates:

| <u>Years of Service</u> | <u>%</u> |
|-------------------------|----------|
| 5 Years                 | 5%       |
| 10 Years                | 7%       |
| 15 Years                | 9%       |
| 20 Years                | 11%      |

Longevity increases will be calculated as an increase on the ~~new hire~~ TCM's base wage, at the rate listed above, effective on the employee's full-time anniversary date. Seasonal employees are not eligible for longevity pay.



### Section 9.3. Overtime.

~~(a) The term “authorized overtime” shall be defined as any hours paid to a TCM in excess of eight (8) hours per day or forty (40) hours per week where the TCM is assigned or directed to perform such work by a supervisor.~~

~~(b) All authorized overtime worked by a TCM shall be paid at one and one-half (1½) times his straight time hourly rate for each overtime hour worked.~~

~~(c) The maximum amount of overtime a TCM may work is capped at 16 hours in a 24 hour period or 24 hours of overtime in a work week. This time is tracked from the start of the TCM’s regularly scheduled shift. Overtime caps may be waived for emergency responses by the Chief of Police.~~

~~(d) The Overtime Procedure is as follows:~~

- ~~1. A list of work hours from staffing shortages, approved leave time, etc. will be compiled as of the 20<sup>th</sup> of the month.~~
- ~~2. Between the 20<sup>th</sup> through the 22<sup>nd</sup> of the month, the list will be distributed to all full-time employees. Each full time employee may select four (4) hours of overtime by seniority.~~
- ~~3. After the 22<sup>nd</sup> of the month the remaining list will be made available to all seasonal employees. Each seasonal employee may select hours, subject to the guidelines set forth in Article 1, Seasonal Employees.~~
- ~~4. Any hours that have not been filled as well as any hours that become available for work after the 25<sup>th</sup> of the month, will be posted in the Communications Center. Full-time and Seasonal TCMs may sign up for these work hours on a “first-come, first-serve” basis.~~
- ~~5. Any hours from the posted list that have not been filled 72 hours (3 days) prior to the start of the shift, will be filled utilizing the force-in, force-over method described in 6c. below.~~

~~6. In the event of a sick call or other short-notice opening (less than 72 hours or 3-day notice), the procedure is as follows:—~~

- ~~a. Inquire with on-duty TCMs to obtain volunteer (sick call or other short notice opening)~~
- ~~b. If there are no on-duty volunteers, a group text/email will be sent to all TCMs who have elected to be on the voluntary call list. The group text/email will include the hours available and request a “reply-all” within 15 minutes of the message being sent if someone wishes to volunteer for the open shift. The opening will be filled on a “first-come, first-serve” basis. TCMs who wish to be notified by text/email are responsible for notifying the supervisor in writing of any changes to their contact information.~~
- ~~c. If there is no volunteer for the shift a TCM working the preceding shift will be held over for the first four hours of the open shift and a TCM assigned to the subsequent shift shall be forced in for the last four hours of the open shift, subject to the following:
  - ~~i. The least senior TCM (on duty or due to report for duty) with the fewest credits shall be held over or forced in to cover the shift as described in Appendix A.~~
  - ~~ii. Full-time TCM's shall receive “credit” for being held over or forced in. One (1) to four (4) hours worked for a hold-over/force in equals one credit. More than five hours worked as a hold-over/force in equals two (2) credits.~~
  - ~~iii. The mandatory overtime “credit” list will be posted in the Communications Center at all times.—~~
  - ~~iv. Efforts will be made to limit forces into four (4) hour blocks.~~
  - ~~v. Full-time and Seasonal TCMs may choose to be included in the group text/email procedure described in 6b, above. This is a yes or no decision that will be made to coincide with Shift Assignment (8.4).~~
  - ~~vi. In the event of an emergency or other exigent circumstances, the City retains the right to forego the~~~~

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~~group text/email procedure described in 6b, above and call all Telecommunicators.~~

~~7. If a TCM signs up for overtime shift and is unable to work the shift, it is the TCM's responsibility to find a qualified replacement. If a qualified replacement is located, both parties need to notify the scheduler of the change to the schedule prior to the hours in question. If the reason for unavailability is illness or emergency, this requirement will be waived. This section is not intended to be used to circumvent the normal monthly scheduling procedures.~~

### Section 9.3. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department.

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## ARTICLE 10 LEAVES

### Section 10.1. Vacation Leave.

Vacation leave is accrued upon the occasion of a TCM's anniversary date according to the following schedule:

| <u>Years of Continuous Service</u> | <u>Length of Vacation</u>           |
|------------------------------------|-------------------------------------|
| DOH, but less than 8 years         | <del>2 weeks</del> <u>80 hours</u>  |
| 8 years, but less than 15 years    | <del>3 weeks</del> <u>120 hours</u> |
| 15 years, but less than 20 years   | <del>4 weeks</del> <u>160 hours</u> |
| 20 years or more                   | <del>5 weeks</del> <u>200 hours</u> |

Prior to or on January 1<sup>st</sup>, May 1<sup>st</sup>, and November 1<sup>st</sup>, each year TCMs may bid vacation by seniority. TCMs must bid at least one week and no more than two consecutive weeks for the following calendar year in the first round of vacation bidding. A second round of vacation bidding will allow the TCMs to bid between (1) one and (10) consecutive work days. TCMs will have 24 hours to bid vacation before moving to the next senior TCM. A

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vacation week will begin on the first day of the TCMs scheduled workday and shall continue for five (5) consecutive days.

All vacation hours for bid must be available to the employee at the time it is taken.

Fifty percent (50%) of accumulated unused, vacation from the current anniversary year may be carried over to the next anniversary year.

**Section 10.2. Personal Convenience Leave.**

Each TCM shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 – April 30). Personal Convenience Leave may not be accumulated from one fiscal year to another. All Personal Convenience Leave shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Personal Convenience Leave will not be paid out for probationary employees at separation of employment.

**Section 10.3. Court Days.**

All telecommunicators in a full-time status prior to December 1, 2010 are granted twenty-four (24) hours of paid “court days” per calendar year. These days are to be used for paid leave purposes only and are not subject to overtime or carryover. All Court Days shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Once a full-time telecommunicator who is eligible for Court Days transfers to any position and/or to a part-time or seasonal position they will no longer be eligible for Court Days, even if they would return to a full-time telecommunicator position in the future.

**Section 10.4. Floating ~~Days~~ Time Off.**

~~Effective May 1, 2011, a~~All full time telecommunicators covered by this Agreement shall be given ~~six (6)~~ forty-eight (48) hours of paid floating time days off each fiscal year of this Agreement. In the event a telecommunicator does not use all their floating time days off by the end of the fiscal year, they shall be paid their appropriate hourly rate of pay for all unused hours. This time will be paid in May for the previous fiscal year. All Floating Days Time Off shall be scheduled in accordance with Section 10.11 Schedule Leave Days. Floating time will not be paid out to probationary employees at separation of employment.

**Section 10.5. Sick Leave.**

**Sick Leave Accrual.** TCMs will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first ~~nine (9)~~ two (2) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of 960 hours which will be paid at full pay during the time of illness.

**Sick Leave Usage.** Sick leave is intended for the TCM's illnesses or injuries. TCMs may also use sick leave for doctor visits and illnesses within the TCM's immediate family (defined as spouse, civil union partner, child, step child, dependent listed on taxes). Employees will also be eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. The employee will need to provide a doctor's note to Human Resources stating the employee's need to be off work to care for their parent. It is expected that a TCM utilizing sick leave will be at their residence during their hours of work unless they are seeking medical treatment or obtaining medication related to the illness.

TCMs calling in sick should contact the Shift Commander and Communication Center as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member.

~~In addition, a message should be left on the Communications Center Coordinator's voicemail indicating their need for sick leave.~~

**Absence of Three Days or More.** When an employee has used sick leave for themselves or a qualifying family member for a period of three (3) full consecutive scheduled workdays or longer, excluding regularly scheduled days off, it will be that employee's responsibility, prior to his first day returning to work, to provide a signed return to work release from ~~the a~~ healthcare provider. Verification may be requested for other sick leave absences as well, and may be required as a condition of continued employment.

**Rapid Accrual.** TCM's ~~hired before May 1, 2012~~ with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of one serious health condition, defined as an illness, pregnancy, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, and depletes all but eighty (80) hours of sick leave by reason of such serious health condition, the telecommunicator upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his sick leave returns to the level maintained before the serious health condition. Employees will be eligible for rapid accrual only one time beginning May 1, 2014 through their career with the City.

**Sick Leave Abuse.** Abuse of paid leave is prohibited. Employees who are suspected of abuse of sick leave may be required, as a condition of

continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week
3. repeated use of sick leave benefits as they are earned,
4. use of more sick leave than accrued in any twelve (12) month period,
5. using sick leave and being seen engaged in activities which indicate ability to work
6. circumstances deemed inappropriate by the employee's supervisor

Concerns regarding sick leave abuse will be addressed with the TCM

**Sick Maximum/RHS** TCMs **hired before May 1, 2014** who reach the 960 hour maximum will be eligible for up to four (4) hours of the previous month's accrued but unused hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate.

**Sick Leave Buy Back** TCMs hired before December 9, 2013 who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service). shall be eligible for sick leave buyback.

The eligible conversion is up to a maximum of 960 hours of accumulated unused sick leave at the TCM's final hourly rate.

**Sick Leave and FMLA** To the extent that such employee or family members injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA.

**Section 10.6. Bereavement Leave.**

The City may grant TCMs paid time off from work in the event of the death of someone close to them, including family members and longtime friends. The amount of time off will depend upon the circumstances and the personal needs of the TCM and is at the discretion of the department head.

If leave is required beyond the initial authorization by the department head, approval must be obtained for the additional leave. The TCM may be required to use available vacation or personal time.

**Section 10.7. Jury Duty.**

Upon submission of official notification from the Jury Commission, a TCM called to jury duty shall be released as provided in this Section. If the jury duty occurs during the TCM's shift, the TCM shall be released without loss of pay; if the jury duty occurs on the same day as a TCM's duty day, but not on his shift, the TCM shall be given release time with full pay in an amount equal to the length of jury duty but not to exceed eight (8) hours. A TCM released under this Section shall pay the City all amounts received for jury duty for the period of time the TCM is released.



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**Section 10.8. Leave Without Pay.**

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year.

Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

(a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.

(b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Police Chief. If leave was for a medical condition a medical release must be provided to Human Resources.

If the leave is granted by the City Manager for the purpose of seeking employment elsewhere, the employee shall suffer the loss of his/her seniority for the period the leave is granted. However, if the leave is granted for a medical reason, the employee shall not lose his/her seniority for the period of leave.

**Section 10.9. Negotiation Release Time.**

Two (2) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released

shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. No more than one member from any shift may be released. Members shall be carried time for time on their scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

**Section 10.10. Survivor's Benefit.**

The City agrees that upon the death of a TCM, the TCM's estate shall receive full financial compensation for all unused and accrued leave time as agreed to in each section of this contract. The value of said time will be calculated at the deceased TCM's hourly rate of pay and multiplied by the amount of unused time as defined in this section.

**Section 10.11. Scheduled Leave Days.**

There shall be two (2) slots per day for the use of scheduled leave days. A slot is defined as any and all hours filled through the overtime procedure defined in ~~Section 9.3 Overtime~~ [Article 12 Overtime Procedure](#). A TCM may use vacation, floating holidays, court days and personal convenience leave as scheduled leave. Scheduled sick leave or non-scheduled sick leave will not count toward the two (2) slots per day..

All other vacation days, court days , floating holidays and personal convenience leave shall be selected on a first come basis. All leave time scheduled in this manner must be requested at least three (3) days in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance. All single vacation days, court days , floating holidays and personal convenience leave requests must be available to the employee at the time it is taken and shall be taken

in a minimum of one (1) hour increments. Once a leave day is approved it will not be cancelled or revoked by the City. Scheduled leave days requested for the following calendar year will not be processed until after the vacation bid processed is completed.

**Section 10.11. FMLA.**

~~Qualifying FMLA events will run concurrent with leave time, as permitted by FMLA. Employees will be responsible for obtaining the necessary FMLA paperwork.~~

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**ARTICLE 11 BENEFITS**

**Section 11.1. Uniforms and Clothing.**

The City agrees to furnish full-time TCMs with eight (8) long-sleeved or short sleeved polo shirts. The City agrees to furnish seasonal TCMs with three (3) long-sleeved or short sleeved polo shirts. Polo shirts will be replaced on a worn out basis. TCM's will dress in a business casual manner.

**Section 11.2. Parking.**

The City shall provide limited access to the parking garage for all bargaining unit employees. Access will be available on weekends, days upon which the City is closed for business—and after 2:00 p.m. Monday through Friday as long as this lot is available for employee parking.

**Section 11.3. Group Health Insurance.**

The City shall allow all full time telecommunicators covered by this Agreement to enroll in one of the components of the City of Bloomington Employee Group Health Benefit Plans. ~~Employees covered under this~~

~~agreement will continue to participate in the 250 Health Insurance Plan and HMO plan until December 31, 2011.~~ Effective January 1, 2012 the employees will be eligible to elect from a PPO \$400 Wellness Plan or a HMO Wellness Plan.

The City will contribute for all full time employees as follows:

- (a) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for single, employee-plus one and family coverage. (Example of Family Coverage Formula: Full family coverage premium X 75% equals the City share; full family coverage premium X 25% equals the employee's share)
- (b) The City will offer a group dental insurance plan to all full time employees. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent care coverage.
- (c) The City will offer a group vision insurance plan to all full time employees. The City agrees to pay fifty percent of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.
- (d) In any year in which the total amount of medical benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington health insurance plan or plans.
- (e) In any year in which the total amount of dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington dental insurance plan.
- (f) In any year in which the total amount of vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington ~~dental-~~vision insurance plan.

The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Group Health Care Plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

**Section 11.4. Tuition Reimbursement.**

The City will reimburse a full-time telecommunicator for the cost of tuition, fees and any required books for a college course at an accredited college or university which constitute part of a degree program, under the following conditions:

1. The telecommunicator makes a request in writing to the Department Head and Human Resources prior to registration of his/her intent to claim tuition reimbursement for the course and the Department Head and Human Resources approves the request in writing.
2. The telecommunicator must have completed three (3) years of service to be eligible.
3. The course is required or part of a required sequence leading to a degree in an appropriate field of study, or certificate course in an appropriate field of study, or is determined by the department head in his or her discretion to be of benefit to the Department.

For purposes of this subsection, “part of a required sequence” refers to the specific related courses which are required for completion of the curriculum in the telecommunicator’s field of study; including “core” or general electives required by the institution for the award of a Bachelor’s degree unless it otherwise qualifies for reimbursement under this subsection.

4. Reimbursement to employees will not exceed the per hour cost of undergraduate tuition and fees at Illinois State University and annually a Telecommunicator receiving this benefit will not be eligible for tuition reimbursement beyond the IRS threshold for

non-taxable reimbursement. The IRS reimbursement will be based on a calendar year.

At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the eligible Telecommunicator for tuition, fees and required books according to the following schedule and the limits detailed above:

100% for a grade of B or better  
75% for a grade of C  
(includes pass in a pass/fail option)  
0% for a grade below C

Proof of course completion and grade attained must be presented before reimbursement will be made.

The amount reimbursed to the Telecommunicator will be less any amount received for scholarships, military, financial aid grants, etc. Telecommunicators are required to disclose this information at the time his/her bills and invoices are submitted. Monies received from what is commonly referred to as the "G.I. Bill" will not be considered when calculating the reimbursement.

Any Telecommunicator who leaves the department within one (1) year of receiving reimbursement will refund to the City the amount reimbursed for the previous twelve (12) months. A Telecommunicator receiving tuition reimbursement payments shall execute a promissory note to the City as evidence of an obligation to repay the funds received in the event that the employment requirement stated above is not fulfilled.

The total tuition reimbursement money applicable for all Telecommunicators shall not exceed \$30,000 in a fiscal year. In the event that requests for reimbursement exceed the total amount allotted, then reimbursement shall be divided to each applicant on a pro rata share per each employee, per semester of study.

## **ARTICLE 12 - OVERTIME PROCEDURE**

### **Section 12.1 Overtime**

(a) The term "authorized overtime" shall be defined as any hours paid to a TCM in excess of eight (8) hours per day or forty (40) hours per week where the TCM is assigned or directed to perform such work by a supervisor.

(b) All authorized overtime worked by a TCM shall be paid at one and one-half (1½) times his straight time hourly rate for each overtime hour worked.

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(c) The maximum amount of ~~overtime~~ hours a TCM may work is capped at 16 hours in a 24 hour period or 24 hours of overtime in a work week. ~~This time is tracked from the start of the TCM's regularly scheduled shift.~~ Overtime caps may be waived for emergency responses by the Chief of Police.

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### **SECTION 12.2 SCHEDULED VACANCIES**

Used for staffing shortages and approved leave time:

a) A list of available work hours will be compiled as of the 20<sup>th</sup> of the month.

b) ~~The list will be distributed to all seasonal employees who may then select any number of overtime blocks in order of seniority, subject to the guidelines set forth in~~

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~~Article 18 – Seasonal Employees. Between the 20<sup>th</sup> through the 22<sup>nd</sup> of the month, the list will be distributed to all full-time employees. Each full-time employee may select four (4) of overtime by seniority.~~

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~~c) After the 22<sup>nd</sup> of the month the remaining list will be made available to all seasonal employees. Each seasonal employee may select hours, subject to the guidelines in Article 18 - Seasonal Employees.~~

~~d) Any hours that have not been filled as well as any hours that become available for work after the 25<sup>th</sup> of the month, will be posted in the Communications Center. Full-time and Seasonal TCMs may sign up for these work hours on a “first-come, first-serve” basis.~~

~~e) Any hours from the posted list that have not been filled 72 hours (three days) prior to the start of the shift, will be filled utilizing the force-in, force-over method described in Section 12.6 Forced Overtime.~~

### **SECTION 12.3 SHORT-NOTICE OVERTIME**

~~Used in the event of a call-off or other vacancy that creates a notice of less than three (3) days. The procedure is as follows:~~

~~a) Inquire with on-duty TCMs to obtain a volunteer.~~

~~b) If there are no on-duty volunteers, a group text/email will be sent to all TCMs who have elected to be on the voluntary call list.~~

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~~c) The voluntary opening will be filled on a “first-come, first-serve” basis.~~

~~d) If there is no volunteer for the opening after the 15 minute time frame, the shift will be filled utilizing the method described in Section 12.6 Forced Overtime.~~

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### **SECTION 12.4 GROUP TEXT/EMAIL**

~~Used to inform TCMs of overtime availability as described in Section 12.3 Short-Notice Overtime:~~

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~~a) All Full-time and Seasonal TCMs will be included in the may choose to be included in the voluntary group text/email.~~

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~~1. This is a yes or no decision that will be made to coincide with [Section 8.4] Shift Assignment.~~

~~2. TCMs who wish to be included are responsible for notifying the supervisor in writing of any changes to their contact information.~~

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b) The group text/email will include the hours available and request a “reply all” call into the Communication Center within 15 minutes of the message being sent if someone wishes to volunteer.

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c) In the event of an emergency, or other exigent circumstances, the City retains the right to forego the group text/email procedure and contact all TCMs by any method.

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#### **SECTION 12.5 VOLUNTARY OVERTIME**

Used in the event a TCM is unable to work a shift they volunteered for:

a) It is the TCM's responsibility to find a qualified replacement.

b) If a qualified replacement is located, both parties need to notify the supervisor of the change to the schedule prior to the hours in question.

c) If the reason for unavailability is illness or emergency, this requirement will be waived.

d) This section is not intended to be used to circumvent the normal monthly scheduling procedures.

#### **SECTION 12.6 FORCED OVERTIME**

Used for any opening that was not filled by a volunteer:

a) Efforts will be made to limit forces into four (4) hour blocks.

b) If there is no volunteer, a TCM working the preceding shift will be forced-over for the first four (4) hours, and a TCM assigned to the subsequent shift shall be forced-in for the last four (4) hours, subject to the following:

1. TCMs working ten (10) or less consecutive hours, including trades.

2. TCMs whose next scheduled shift begins eight (8) hours or less following the force-over, or whose scheduled shift ended eight (8) hours or less prior to the force-in.

3. Seasonal TCMs who are on duty for eight (8) consecutive hours or less.

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4. TCMs working more than ten (10) consecutive hours, including trades.

5. TCMs who have scheduled benefit leave time of eight (8) consecutive hours for the shift preceding the force-in or following the force-over.

6. TCMs working overtime or a shift trade on their regular day off.

- c) TCMs who qualify for more than one category shall be considered as the highest possible category they qualify for (1. being the lowest category.)
- d) If more than one TCM qualifies for the lowest category, the least senior TCM (on duty or due to report for duty) with the fewest "credits" shall be forced-over or forced-in to cover the opening.
- e) The parties agree that the exclusive remedy for a violation of this procedure shall be that the TCM required to be forced-over or forced-in shall receive one (1) additional "credit." The affected TCM must address the problem with management no later than five (5) business days after the violation. No other TCMs will receive credit caused by this discrepancy.

**SECTION 12.7 FORCE CREDITS**

The following guidelines are to clarify how "credits" are accumulated:

- a) Full-time TCMs shall receive a "credit" for being forced.
- b) One (1) to four (4) hours worked as a force, equals one (1) credit.
- c) Five (5) or more hours worked as a force, equals two (2) credits.
- d) The overtime "credit" list will be posted in the Communications Center.

**ARTICLE 123 PAY & DAYS OFF IN LIEU OF HOLIDAYS**

**Section 123.1. Payment in Lieu of Holidays.**

**Effective May 1, 2011** All full time Telecommunicators covered by this Agreement shall be paid an amount equal to 90 hours at their regular rate as payment for eleven and one half (11 ½) holidays. This additional pay shall be prorated and shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.

## **ARTICLE 134 SENIORITY**

### **Section 143.1. Definition.**

For the purposes of this Agreement, the following definitions apply:

- a. "Seniority" means uninterrupted full time employment with the City beginning with the full-time date of hire with the City as a TCM and shall include periods of layoffs and periods of paid absence authorized by and consistent with this Agreement. Seniority shall determine preference for days off, shifts and selection of vacation dates.
- b. "Service Time" means total continuous full time employment with the City. Service time shall determine amount of leave benefits and wages.

### **Section 134.2. Loss of Seniority.**

An employee shall lose his/her seniority and no longer be an employee if:

- a. He/she resigns or quits; or is no longer a full-time employee; or
- b. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure); or
- c. He/she retires; or
- d. is absent for three (3) consecutive days without notifying the City; or
- e. is laid off from work one (1) year. Seniority shall accumulate during such absence; or
- f. is laid off and fails to report for work within three (3) day after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay.

## **ARTICLE 145 LAYOFF AND RECALL**

### **Section 145.1. Procedure for Layoff.**

In the event of a reduction in TCM staff, employees shall be laid off in inverse order of seniority.

### **Section 145.2. Procedure for Recall.**

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for one (1) year after an employee has been laid off.

## **ARTICLE 156 PROBATIONARY PERIOD**

All full-time and seasonal TCM's shall be considered a probationary employee for his or her first twelve (12) months of continuous service. The City may extend an employee's probation up to three (3) months after providing notification to the TCM. Upon completion of probation seniority shall date back to his or her full-time date of hire in the bargaining unit. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. Seasonal employees who become full-time employees will have a three (3) month probationary period at the start of their full-time date of hire.

## **ARTICLE 167 PROMOTIONS AND VACANCIES**

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the appropriate emphasis on

experience and, if necessary, the results of a written and/or oral examination.

Authorized vacancies shall be posted for five (5) business days. The job description for the position will be included in the posting. Any City employee seeking consideration for filling announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications. All qualifications of candidates being equal, priority in selection will be based on the seniority principle.

## **ARTICLE 178 TRAINING**

### **Section 178.1. Communication Training Officer.**

TCM's assigned to train new staff shall be full-time TCM's with no less than one full year of service with the Bloomington Communications Center. In order to be a Communications Training Officer (CTO) a TCM must explain their desire to become a CTO in writing to the Communications Center Manager, funding must be available for a TCM to take the CTO course and they must successfully complete such course. Assignment will be made at the discretion of the Communication Center Manager. All TCM's assigned to train a new employee shall receive an hour of overtime per day for the training and completion of the required trainee documentation.

**Section 178.2. Training.**

If the employer requires a TCM to obtain or maintain a certification, accreditation or licensure such time off shall be granted with pay.

**Section 178.3. Training Time.**

1. Assigned by Supervisor:

- (a) If a TCM is assigned by a Communication Management Staff to attend training on his regular allowed leave day, based on the needs of the department, they will be paid overtime or assigned a different allowed leave day that workweek.
- (b) If training occurs on a TCM's regularly scheduled workday, the Communication Management Staff has the option of making the training assignment the TCM's regular work assignment for that day or to require the TCM to work his regularly assignment in addition to attending training.  
If a TCM attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Section 9.3 Overtime.

**ARTICLE 189 SEASONAL EMPLOYEES**

**Section 19.1. Seasonal Employee Scheduling.**

Seasonal TCM's are required to work a minimum of sixteen (16) hours per month in order to be eligible to work. The Communications Manager may waive this requirement and there is no guarantee of hours. Seasonal TCMs may not schedule hours in excess of 40 hours in a week. Seasonal TCMs may not work overtime unless authorized by the Communications Center

Manager. Authorization may be granted to prevent full-time staff from being forced or in emergency situations.

**Section 19.2. Seasonal Employee Conditions.**

Seasonal TCM's are not eligible for any benefits (holiday pay, overtime after eight (8) hours in a day, insurance, leave time, etc.) contained in this agreement unless expressly noted in the section. Seasonal employees hold no seniority and the number of seasonal TCM staff can be reduced at anytime. Seasonal employees shall pick their hours of work starting with the employee with the longest length of consecutive time in a seasonal capacity. Seasonal employees will not be terminated for disciplinary reasons without just cause. If a seasonal employee becomes a full-time TCM their leave benefits, longevity and other benefits will be based off of their full-time date of hire and does not include any previous full-time or seasonal service.

**ARTICLE 2019 MANAGEMENT RIGHTS**

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or

facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

#### **ARTICLE 210 SAVINGS**

If any provision in this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Compiled Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### **ARTICLE 224 SUBCONTRACTING**

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and Union alternatives to the



contemplated subcontract, but in no event will such obligation delay the City's actions. If the City decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Section 14.1 Procedure for Layoff will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

#### **ARTICLE 232 ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been

within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

**ARTICLE 243 TERM OF AGREEMENT**

This Agreement shall be effective upon the date of execution and shall remain in full force and effect until April 30, 201416. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of the Agreement is provide to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their

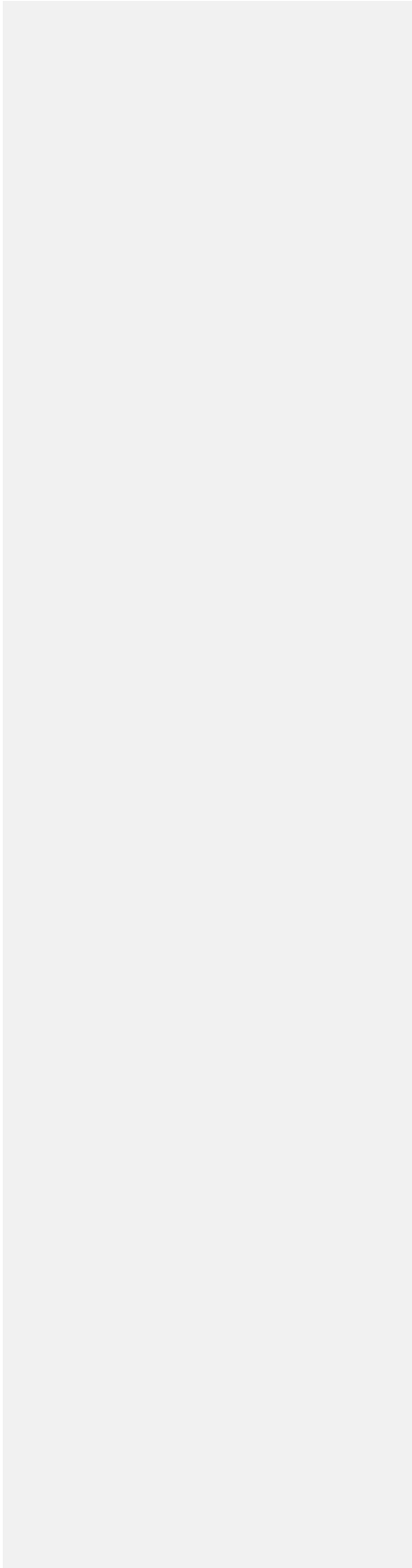
signatures this 18th day of ~~December~~January, ~~2013~~2015.

FOR THE CITY OF BLOOMINGTON:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ~~APPENDIX "A" OVERTIME~~

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~~When force-ins or hold-overs are necessary, the following procedure will be followed:~~

~~TCMs in the lowest of the following categories shall be subject to a force in/hold-over (a. being the lowest category):~~

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~~a. TCMs working ten (10) hours or less consecutive hours, including trades.~~

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~~b. TCMs whose next scheduled shift begins eight hours or less following the force in, or whose prior scheduled shift ends eight hours or less before the force in.~~

~~c. TCMs working more than ten (10) consecutive hours including trades.~~

~~d. TCMs who have scheduled benefit leave time for the shift preceding or shift following the force in/hold-over.~~

~~e. TCMs working overtime or a shift trade on their regular day off.~~

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~~TCMs who qualify for more than one category shall be considered as the highest possible category they qualify for.~~

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~~If more than one TCM qualifies for the lowest category, the least senior TCM (on duty or due to report for duty) with the fewest "credits" shall be held over or forced in to cover the opening.~~

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~~The parties agree that the exclusive remedy for a violation of this procedure shall be that the TCM required to be held over or forced in shall receive one (1) additional "credit."~~

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## APPENDIX “**AB**” WAGE SCHEDULES

| May 1, 2014          |          |          |          |          |          |
|----------------------|----------|----------|----------|----------|----------|
| 2.25 % increase      |          |          |          |          |          |
| DESCRIPTION          | Base     | 5 yrs    | 10 yrs   | 15 yrs   | 20 yrs   |
|                      |          | 5%       | 7%       | 9%       | 11%      |
| TCM - SEASONAL       | \$ 20.28 |          |          |          |          |
| TCM-BASE             | \$ 20.28 | \$ 21.29 | \$ 21.70 | \$ 22.10 | \$ 22.51 |
| TCM-PANKONEN         | \$ 22.56 | \$ 23.68 | \$ 24.14 | \$ 24.59 | \$ 25.04 |
| TCM -FILLIPINI/ALLIS | \$ 22.15 | \$ 23.25 | \$ 23.70 | \$ 24.14 | \$ 24.58 |
| TCM-KOEHNE/MCCUAN    | \$ 22.05 | \$ 23.15 | \$ 23.59 | \$ 24.03 | \$ 24.47 |
| TCM-MYERS            | \$ 21.50 | \$ 22.57 | \$ 23.00 | \$ 23.43 | \$ 23.86 |
| TCM-ZUZIK            | \$ 21.54 | \$ 22.62 | \$ 23.05 | \$ 23.48 | \$ 23.91 |
| TCM-TOUNGETT         | \$ 21.10 | \$ 22.16 | \$ 22.58 | \$ 23.00 | \$ 23.43 |

\* Full-time employees not listed individually will be paid at the TCM-BASE.

| May 1, 2015          |          |          |          |          |          |
|----------------------|----------|----------|----------|----------|----------|
| 2.25 % increase      |          |          |          |          |          |
| DESCRIPTION          | Base     | 5 yrs    | 10 yrs   | 15 yrs   | 20 yrs   |
|                      |          | 5%       | 7%       | 9%       | 11%      |
| TCM - SEASONAL       | \$ 20.74 |          |          |          |          |
| TCM-BASE             | \$ 20.74 | \$ 21.77 | \$ 22.19 | \$ 22.60 | \$ 23.02 |
| TCM-PANKONEN         | \$ 23.07 | \$ 24.22 | \$ 24.68 | \$ 25.14 | \$ 25.61 |
| TCM -FILLIPINI/ALLIS | \$ 22.65 | \$ 23.78 | \$ 24.23 | \$ 24.69 | \$ 25.14 |
| TCM-KOEHNE/MCCUAN    | \$ 22.55 | \$ 23.67 | \$ 24.12 | \$ 24.58 | \$ 25.03 |
| TCM-MYERS            | \$ 21.98 | \$ 23.08 | \$ 23.52 | \$ 23.96 | \$ 24.40 |
| TCM-ZUZIK            | \$ 22.02 | \$ 23.13 | \$ 23.57 | \$ 24.01 | \$ 24.45 |
| TCM-TOUNGETT         | \$ 21.57 | \$ 22.65 | \$ 23.08 | \$ 23.52 | \$ 23.95 |

\* Full-time employees not listed individually will be paid at the TCM-BASE.



FOR COUNCIL: January 26, 2015

SUBJECT: Intergovernmental Agreement with Evergreen Memorial Cemetery

**RECOMMENDATION/MOTION:** Recommend that the Intergovernmental Agreement with Evergreen Memorial Cemetery 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. Goal 2. Revenue for City rendered services.

**STRATEGIC PLAN SIGNIFICANCE:** 1a. Shared City services delivered in the most cost-effective, efficient manner and 1b. Collaborating efforts with a coterminous municipal entity.

**BACKGROUND:** During the past few years, the City has been receiving, hauling and paying for the disposal of both leaves and unchipped brush from Evergreen Memorial Cemetery. The Evergreen Memorial Cemetery is owned and operated by the City of Bloomington Township and is partly funded through a tax levy. The City of Bloomington Township is coterminous with the City of Bloomington.

Prior to the City accepting leaves and brush, Evergreen Memorial Cemetery paid for the material hauling and disposal. An intergovernmental agreement was not in place covering acceptance. The City has been responsible for the cost associated with the Cemetery leaves and branches disposal. The proposed agreement would allow the Cemetery to continue delivering leaves to the City transfer station and unchipped branches to the drop off facility at no charge from present until April 1, 2015. Effective April 1, 2015, through March 31, 2016, Evergreen Memorial Cemetery would be charged a flat fee of \$2,200. The fee includes \$1,000 per year for the disposal of leaves and \$1,200 a year for the disposal of unchipped branches. Such fee shall be paid to the City in a lump sum by June 1, 2015.

The City and the Cemetery will track the amount of leaves and branches being delivered and/or received from April 1, 2015, through March 31, 2016. Modifications to the intergovernmental agreement would be based on the data collected.

There are no other intergovernmental agreements such as this covering both the City of Bloomington and other agencies.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Evergreen Memorial Cemetery.

**FINANCIAL IMPACT:** The \$2,200 will be billed by Public Works and the revenue will be recorded in the Solid Waste - Brush Pick-Up (54404400-54322) account in the FY 2016 Proposed Budget.

Respectfully submitted for Council consideration.

Prepared by: Maria Basalay, Public Works Office Manager

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

Reviewed by: Steve 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

**Attachments:** Attachment 1. Intergovernmental Agreement

Motion: That the Intergovernmental Agreement with Evergreen Memorial Cemetery be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |



**EVERGREEN MEMORIAL CEMETERY**  
**INTERGOVERNMENTAL AGREEMENT**

This Memorandum of Understanding and Agreement is made and entered into on this \_\_\_\_day of January, 2015, by and with the City of Bloomington, McLean County, Illinois, herein referred to as “City” and Evergreen Memorial Cemetery, herein referred to as “Cemetery.”

WHEREAS, the City has collaborated for the past few years with Evergreen Memorial Cemetery to dispose of Cemetery leaves and branches; and

WHEREAS, the Evergreen Memorial Cemetery of Bloomington Township is a cemetery owned and operated by Bloomington Township and is funded, at least in part, through a tax levy that is levied by Bloomington Township; and

WHEREAS, Bloomington Township is coterminous with the City of Bloomington and the Mayor and City Council therefore serve as the Township Trustees for Bloomington Township; and

WHEREAS, the City is providing this reduced cost for services provided during the term of this agreement because of the overlapping entity relationship, including primarily the fact that it shares a governing board and is coterminous, and the cost effectiveness of providing shared services; and

WHEREAS, the City has recently covered the cost of expenses associated with the disposal of Cemetery leaves and branches; and

WHEREAS, the exact measurement and cost of the debris has not been tracked throughout this collaborative effort.

THEREFORE, IT IS AGREED BY THE CITY AND CEMETERY AS FOLLOWS:

**Section 1.** Interim. The Cemetery will continue to deliver leaves to the City transfer station and unchipped branches to the City of Bloomington's drop off facility located at the southeast corner of East Street and Jackson Street in Bloomington at no charge from present until April 1, 2015.

**Section 2.** Tracking and Payment. Effective April 1, 2015, through March 31, 2016, the Cemetery will continue to deliver leaves to the City transfer station and unchipped branches to the City of Bloomington's drop off facility located at the southeast corner of East Street and Jackson Street in Bloomington or as otherwise designated by the City for a flat fee of \$2,200. This fee represents \$1,000 per year for the disposal of leaves and \$1,200 per year for the disposal of unchipped branches. This fee should be paid in a lump sum payable by June 1, 2015, to the City from the Cemetery. During the time period of April 1, 2015 – March 31, 2016, both the City and Cemetery will track the amount of debris delivered to the City transfer station in order to obtain more accurate figures of the leaves and branches being received from the Cemetery.

**Section 3.** Term of Agreement and Amendments to Agreement. This agreement shall remain in full force and effect from the date first above written until March 31, 2016. Thereafter, this Agreement shall roll-over for successive one-year periods (expiring on March 31 of the subsequent year). However, at any time after October 31, 2016, this Agreement can be terminated/cancelled by either party for any reason by notifying the other party of its intent to terminate/cancel the Agreement. Such notice of intent to terminate/cancel the Agreement shall be provided in writing to the representative of the other party who signed this Agreement (or their duly qualified successor) at least ninety (90) calendar days prior to the proposed date of cancellation.

Any automatic roll-over or notice of intent to terminate/cancel the Agreement does not prohibit the parties from renegotiating a future agreement or an amendment to this Agreement.

Should this Agreement roll-over past March 31, 2016, or should this Agreement be amended by the parties in the future, the parties agree that the fee structure as outlined in Section 2 shall be replaced with an amount based on full and partial costs associated with disposal of the material. Specifically, the structure can include, but shall not exceed:

- a. Charging the Cemetery full cost as established by cubic yards of debris delivered to the City during the tracking period, in addition to labor and equipment expenses incurred as well as charges assessed to the City by external entities to dispose of the debris, or
- b. Charging the Cemetery partial costs, as established by cubic yards of debris delivered to the City during the tracking period, to cover the costs of disposal only. These costs would include City labor expenses as well as payments to external entities for disposal of unchipped branches and the disposal of leaf debris, or
- c. Providing the service free of charge to the Cemetery.

EXECUTED and ADOPTED this \_\_\_\_ day of January, 2015, at Bloomington, Illinois.

**City of Bloomington, Illinois,  
A Municipal Corporation**

**Evergreen Memorial Cemetery  
Board of Trustees**

By: \_\_\_\_\_  
Tari Renner, Mayor

By: \_\_\_\_\_  
Eugene C. Lorch, BOT President



FOR COUNCIL: January 26, 2015

SUBJECT: Government Center: Operation & Maintenance Costs / Attachment No. 13

**RECOMMENDATION/MOTION:** Recommend that Attachment Number 13 to the Amendment to the Lease and Operation and Maintenance Agreement for the City and County Office Building 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 1c.

**BACKGROUND:** On November 20, 2001, the Public Building Commission (“Commission”), McLean County (“County”) and the City of Bloomington (“City”) entered into a lease for the Government Center that included a maintenance and operation agreement. Pursuant to the agreement, every year the costs of maintenance of the Government Center are proposed and then split equally between the County and the City. For the period between January 1, 2015, and ending December 31, 2015, the total cost is \$765,314. Again, this is split equally, so the City’s share of the expenses is \$381,657. The amount is paid to the Commission on a semi-annual basis, specifically by June 30<sup>th</sup> and September 30<sup>th</sup> each year. A copy of the Budget Worksheet Report provided by the County outlining the detailed expenses is attached. The historic costs are as follows:

| YEAR | TOTAL COSTS |
|------|-------------|
| 2012 | \$767,271   |
| 2013 | \$748,864   |
| 2014 | \$748,418   |

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** (to be completed)

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Attachment Number 13 to the Amendment to the Lease and Operation and Maintenance Agreement for the City and County Office Building  
Attachment 2. Budget Worksheet Report

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Motion: **That Attachment Number 13 to the Amendment to the Lease and Operation and Maintenance Agreement for the City and County Office Building be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Sage    |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**ATTACHMENT NUMBER 13 TO THE AMENDMENT TO THE LEASE  
AND OPERATION AND MAINTENANCE AGREEMENT  
FOR THE CITY AND COUNTY OFFICE BUILDING**

Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City and County Office Building, commonly known as the "Government Center," located at 115 East Washington Street, Bloomington, Illinois, dated November 20, 2001, between the undersigned parties, the City of Bloomington and the County of McLean agree to pay the Public Building Commission of McLean County for the period beginning January 1, 2015 and ending December 31, 2015, the sum of \$765,314.00.

The Public Building Commission of McLean County agrees to perform the operation, maintenance, upkeep, and safekeeping functions for the City and County Office Building for the one-year period beginning January 1, 2015, said functions being all pursuant to the provisions of Section III of the Lease, dated November 20, 2001.

The City of Bloomington and County of McLean agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amount hereinabove set forth.

ATTEST:

APPROVED:

\_\_\_\_\_  
County Clerk,  
Board of McLean County, Illinois

\_\_\_\_\_  
Chairman, Board of McLean County, Illinois  
Executed: \_\_\_\_\_

ATTEST:

Approved:

\_\_\_\_\_  
Secretary,  
Public Building Commission of McLean  
County, Illinois

\_\_\_\_\_  
Chairman,  
Public Building Commission of McLean  
County, Illinois  
Executed: \_\_\_\_\_

ATTEST:

Approved:

\_\_\_\_\_  
Clerk,  
City of Bloomington, Illinois

\_\_\_\_\_  
Mayor,  
City of Bloomington, Illinois  
Executed: \_\_\_\_\_



County of McLean  
Budget Worksheet Report

| Account Number                                 | Description               | 2012 Adopted Budget          | 2013 Adopted Budget | 2014 Adopted Budget | 2015 County Board   |
|--|---------------------------|------------------------------|---------------------|---------------------|---------------------|
| <b>Fund</b>                                    | <b>0001</b>               | <b>GENERAL FUND</b>          |                     |                     |                     |
| <b>Revenue</b>                                 |                           |                              |                     |                     |                     |
| <b>Department</b>                              | <b>0041</b>               | <b>FACILITIES MANAGEMENT</b> |                     |                     |                     |
| <b>Sub-Department</b>                          | <b>0115</b>               | <b>GOVERNMENT CENTER</b>     |                     |                     |                     |
| <u>Charges For Services</u>                    |                           |                              |                     |                     |                     |
| 0450.0027                                      | Reimb-Custodial/Utilities | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| 0450.0035                                      | Nat City Rent             | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| <u>Total: Charges For Services</u>             |                           | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| <u>Transfer From Other Funds</u>               |                           |                              |                     |                     |                     |
| 0450.0011                                      | Transfer From Other Funds | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| <u>Total: Transfer From Other Funds</u>        |                           | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| <u>Transfer From PBC</u>                       |                           |                              |                     |                     |                     |
| 0450.0009                                      | PBC Reimbursements        | \$767,271.00                 | \$748,864.00        | \$748,418.00        | \$765,314.00        |
| <u>Total: Transfer From PBC</u>                |                           | \$767,271.00                 | \$748,864.00        | \$748,418.00        | \$765,314.00        |
| <u>Miscellaneous</u>                           |                           |                              |                     |                     |                     |
| 0400.0000                                      | Unapprop Fund Balance     | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| 0410.0035                                      | Unclassified Revenue      | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| <u>Total: Miscellaneous</u>                    |                           | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| <b>Sub-Department Total: GOVERNMENT CENTER</b> |                           | <b>\$767,271.00</b>          | <b>\$748,864.00</b> | <b>\$748,418.00</b> | <b>\$765,314.00</b> |
| <b>Department Total: FACILITIES MANAGEMENT</b> |                           | <b>\$767,271.00</b>          | <b>\$748,864.00</b> | <b>\$748,418.00</b> | <b>\$765,314.00</b> |
| <b>Revenue Totals</b>                          |                           | <b>\$767,271.00</b>          | <b>\$748,864.00</b> | <b>\$748,418.00</b> | <b>\$765,314.00</b> |
| <b>Expenses</b>                                |                           |                              |                     |                     |                     |
| <b>Department</b>                              | <b>0041</b>               | <b>FACILITIES MANAGEMENT</b> |                     |                     |                     |
| <b>Sub-Department</b>                          | <b>0115</b>               | <b>GOVERNMENT CENTER</b>     |                     |                     |                     |
| <u>Salaries</u>                                |                           |                              |                     |                     |                     |



County of McLean

# Budget Worksheet Report

| Account Number                | Description               | 2012 Adopted Budget          | 2013 Adopted Budget | 2014 Adopted Budget | 2015 County Board |
|-------------------------------|---------------------------|------------------------------|---------------------|---------------------|-------------------|
| <b>Fund</b>                   | <b>0001</b>               | <b>GENERAL FUND</b>          |                     |                     |                   |
| <b>Department</b>             | <b>0041</b>               | <b>FACILITIES MANAGEMENT</b> |                     |                     |                   |
| <b>Sub-Department</b>         | <b>0115</b>               | <b>GOVERNMENT CENTER</b>     |                     |                     |                   |
| 0503.0001                     | FULL-TIME EMPLOYEES SAL.  | \$243,225.00                 | \$250,882.00        | \$269,024.00        | \$263,169.00      |
| 0515.0001                     | PART-TIME EMPLOYEES SAL.  | \$12,761.00                  | \$13,140.00         | \$13,316.00         | \$13,981.00       |
| 0516.0001                     | OCCASIONAL/SEASONAL EMP.  | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0526.0001                     | OVERTIME PAY              | \$18,750.00                  | \$18,750.00         | \$18,750.00         | \$18,750.00       |
| <u>Total: Salaries</u>        |                           | \$274,736.00                 | \$282,772.00        | \$301,090.00        | \$295,900.00      |
| <u>Fringe Benefits</u>        |                           |                              |                     |                     |                   |
| 0599.0002                     | EMPLOYEE MEDICAL/LIFE INS | \$40,800.00                  | \$43,456.00         | \$43,928.00         | \$47,880.00       |
| <u>Total: Fringe Benefits</u> |                           | \$40,800.00                  | \$43,456.00         | \$43,928.00         | \$47,880.00       |
| <u>Supplies</u>               |                           |                              |                     |                     |                   |
| 0601.0001                     | CLOTHING/EMPLOYEES        | \$490.00                     | \$480.00            | \$470.00            | \$461.00          |
| 0608.0001                     | GASOLINE/OIL/DIESEL FUEL  | \$1,568.00                   | \$1,537.00          | \$1,506.00          | \$1,476.00        |
| 0612.0001                     | BOOKS/VIDEOS/PUBLICATIONS | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0620.0001                     | OPERATING/OFFICE SUPPLIES | \$1,960.00                   | \$1,921.00          | \$1,883.00          | \$1,845.00        |
| 0621.0001                     | NON-MAJOR EQUIPMENT       | \$4,000.00                   | \$3,920.00          | \$3,842.00          | \$3,765.00        |
| 0623.0001                     | PAPER SUPPLIES            | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0624.0001                     | CLEANING SUPPLIES         | \$23,500.00                  | \$23,030.00         | \$22,569.00         | \$25,000.00       |
| 0624.0002                     | PERSONAL HYGIENE SUPPLIES | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0625.0001                     | BLDG/GROUNDS/EQUIP.SUPPLY | \$14,500.00                  | \$14,210.00         | \$13,926.00         | \$17,000.00       |
| 0627.0001                     | PHOTO SUPPLIES/FILM PROC. | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0628.0001                     | COPYING EXPENSES          | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0629.0001                     | LETTERHEAD/PRINTED FORMS  | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0630.0001                     | POSTAGE                   | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |

# Budget Worksheet Report

| Account Number         | Description               | 2012 Adopted Budget          | 2013 Adopted Budget | 2014 Adopted Budget | 2015 County Board |
|------------------------|---------------------------|------------------------------|---------------------|---------------------|-------------------|
| <b>Fund</b>            | <b>0001</b>               | <b>GENERAL FUND</b>          |                     |                     |                   |
| <b>Department</b>      | <b>0041</b>               | <b>FACILITIES MANAGEMENT</b> |                     |                     |                   |
| <b>Sub-Department</b>  | <b>0115</b>               | <b>GOVERNMENT CENTER</b>     |                     |                     |                   |
| <u>Total: Supplies</u> |                           | \$46,018.00                  | \$45,098.00         | \$44,196.00         | \$49,547.00       |
| <u>Services</u>        |                           |                              |                     |                     |                   |
| 0701.0001              | ADVERTISING/LEGAL NOTICES | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0706.0001              | CONTRACT SERVICES         | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0708.0001              | PEST CONTROL SERVICES     | \$784.00                     | \$768.00            | \$753.00            | \$1,000.00        |
| 0709.0001              | GARBAGE DISPOSAL SERVICE  | \$2,744.00                   | \$2,390.00          | \$2,900.00          | \$2,842.00        |
| 0715.0001              | DUES AND MEMBERSHIPS      | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0718.0001              | SCHOOLING & CONFERENCES   | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0719.0004              | PROPERTY INSURANCE        | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0719.0006              | INLAND MARINE INSURANCE   | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0741.0001              | OFFICE EQUIP/FURN. MAINT. | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0742.0001              | VEHICLE MAINT. REPAIR     | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0743.0001              | RADIO/COMMUN.EQUIP.MAINT. | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0744.0001              | MAINT.BLDGS/GROUNDS/EQUIP | \$35,150.00                  | \$31,650.00         | \$53,795.00         | \$46,000.00       |
| 0750.0001              | EQUIPMENT MAINT. CONTRACT | \$12,746.00                  | \$19,024.00         | \$19,471.00         | \$19,129.00       |
| 0757.0002              | EMPLOYEES MEDICAL EXPENSE | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0764.0001              | LAUNDRY AND CLEANING      | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0765.0001              | MOVING EXPENSE            | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0767.0001              | PROPERTY TAXES            | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0768.0001              | PBC REIMBURSEMENT         | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0790.0001              | COMPUTER RENTAL           | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0790.0003              | OFFICE RENTAL             | \$0.00                       | \$0.00              | \$0.00              | \$0.00            |
| 0790.0004              | EQUIPMENT RENTAL          | \$240.00                     | \$235.00            | \$230.00            | \$225.00          |
| 0793.0001              | TRAVEL EXPENSE            | \$193.00                     | \$189.00            | \$185.00            | \$250.00          |

County of McLean

# Budget Worksheet Report

| Account Number                                 | Description               | 2012 Adopted Budget          | 2013 Adopted Budget | 2014 Adopted Budget | 2015 County Board   |
|--|---------------------------|------------------------------|---------------------|---------------------|---------------------|
| <b>Fund</b>                                    | <b>0001</b>               | <b>GENERAL FUND</b>          |                     |                     |                     |
| <b>Department</b>                              | <b>0041</b>               | <b>FACILITIES MANAGEMENT</b> |                     |                     |                     |
| <b>Sub-Department</b>                          | <b>0115</b>               | <b>GOVERNMENT CENTER</b>     |                     |                     |                     |
| 0795.0001                                      | ELECTRIC SERVICE          | \$265,000.00                 | \$225,000.00        | \$200,000.00        | \$185,000.00        |
| 0795.0002                                      | GAS SERVICE               | \$82,000.00                  | \$80,360.00         | \$75,000.00         | \$73,500.00         |
| 0795.0003                                      | TELEPHONE SERVICE         | \$2,450.00                   | \$1,500.00          | \$1,470.00          | \$1,441.00          |
| 0795.0004                                      | WATER SERVICE             | \$4,410.00                   | \$4,322.00          | \$5,400.00          | \$5,600.00          |
| <u>Total: Services</u>                         |                           | \$405,717.00                 | \$365,438.00        | \$359,204.00        | \$334,987.00        |
| <u>Capital Assets</u>                          |                           |                              |                     |                     |                     |
| 0801.0001                                      | CAPITAL IMPROVEMENTS      | \$0.00                       | \$12,100.00         | \$0.00              | \$0.00              |
| 0801.0002                                      | L/P IMPROVEMENTS          | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| 0832.0001                                      | PUR.FURNISHINGS/OFF.EQUIP | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| 0833.0002                                      | PURCHASE/COMPUTER EQUIP.  | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| 0835.0001                                      | PURCH. KITCH/LNDRY EQUIP. | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| 0838.0001                                      | PURCH. MACHINERY & EQUIP. | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| 0839.0001                                      | PURCHASE/RADIO EQUIPMENT  | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| 0840.0001                                      | PURCHASE OF VEHICLES      | \$0.00                       | \$0.00              | \$0.00              | \$37,000.00         |
| 0850.0001                                      | CAPITALIZED ASSETS        | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |
| <u>Total: Capital Assets</u>                   |                           | \$0.00                       | \$12,100.00         | \$0.00              | \$37,000.00         |
| <b>Sub-Department Total: GOVERNMENT CENTER</b> |                           | <b>\$767,271.00</b>          | <b>\$748,864.00</b> | <b>\$748,418.00</b> | <b>\$765,314.00</b> |
| <b>Department Total: FACILITIES MANAGEMENT</b> |                           | <b>\$767,271.00</b>          | <b>\$748,864.00</b> | <b>\$748,418.00</b> | <b>\$765,314.00</b> |
| <b>Revenue Totals:</b>                         |                           | \$767,271.00                 | \$748,864.00        | \$748,418.00        | \$765,314.00        |
| <b>Expense Totals</b>                          |                           | \$767,271.00                 | \$748,864.00        | \$748,418.00        | \$765,314.00        |
| <b>Fund Total: GENERAL FUND</b>                |                           | <b>\$0.00</b>                | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$0.00</b>       |
| <b>Revenue Grand Totals:</b>                   |                           | \$767,271.00                 | \$748,864.00        | \$748,418.00        | \$765,314.00        |
| <b>Expense Grand Totals:</b>                   |                           | \$767,271.00                 | \$748,864.00        | \$748,418.00        | \$765,314.00        |
| <b>Net Grand Totals:</b>                       |                           | \$0.00                       | \$0.00              | \$0.00              | \$0.00              |



FOR COUNCIL: January 26, 2015

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on January 31, 2015

**RECOMMENDATION/MOTION:** Recommend that the Ordinance be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Diana Martinez and Jody Cabanaw to allow moderate consumption of alcohol at their January 31, 2015, wedding reception to be held at Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Renee Gooderham, Chief Deputy Clerk.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Diana Martinez addressed the Commission. The wedding ceremony and reception would be held at the Davis Lodge on January 31, 2015. It would start around 4:00 p.m. and end at 10:30 p.m. She anticipated 100 guests. Redbird Catering, located at 1507 N. Main St., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Diana Martinez and Jody Cabanaw to allow moderate consumption of alcohol at the Miller Park Pavilion for their January 31, 2015 wedding reception be approved.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's January 26, 2015 Consent Agenda. He encouraged them to attend same.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the January 13, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Reviewed by: Brett Lueschen, Interim Water Director

Recommended by:



Tari Renner  
Mayor

**Attachments:** Attachment 1. Ordinance

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Motion: That the Ordinance be passed.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Sage    |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**ORDINANCE NO. 2015 -**

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

WHEREAS, Diana Martinez and Jody Cabanaw are planning to hold their wedding reception at the Davis Lodge from 4:00 p.m. to 10:30 p.m. on January 31, 2015; and

WHEREAS, Diana Martinez and Jody Cabanaw have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Davis Lodge on January 31, 2015 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

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

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

PASSED this 26<sup>th</sup> day of January.

APPROVED this X<sup>th</sup> day of DATE.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk



FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from Doyte and Carolyn Burton for property located at 2107 W. Washington St.

**RECOMMENDATION/MOTION:** Recommend that the Agreement with Doyte and Carolyn Burton for a Water Main Extension 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 1 e. Partnering with other for the most cost-effective service delivery.

**BACKGROUND:** Doyte and Carolyn Burton, property owner of 2107 W. Washington St. in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between Doyte and Carolyn Burton and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Doyte and Carolyn Burton

**FINANCIAL IMPACT:** All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Council



Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Water and proposed water main extension agreement.  
Attachment 2. Map

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Motion: That the Agreement with Doyte and Carolyn Burton for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**WATER & PROPOSED WATER  
MAIN EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this 26<sup>th</sup>; day of January, 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Doyte and Carolyn Burton, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

PIN# \_\_\_\_\_ a/k/a 2107 W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is \$430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that

CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Doyte and Carolyn Burton are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

- (1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the CITY at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF MCLEAN        )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that Doyte and Carolyn Burton personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

ATTEST:

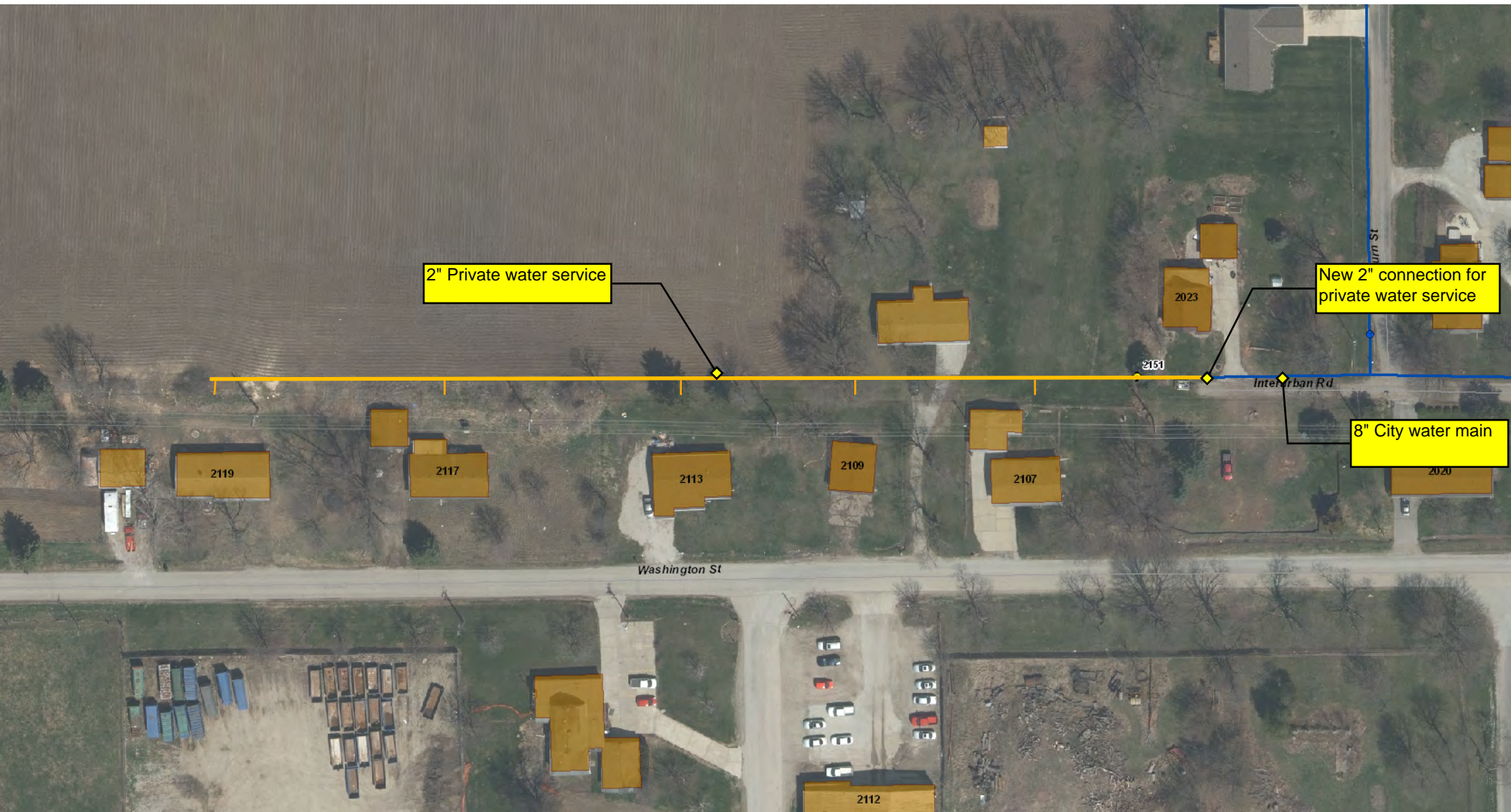
CITY OF BLOOMINGTON

\_\_\_\_\_  
Tracey Covert, City Clerk

\_\_\_\_\_  
Mayor Tari Renner

**PREPARED BY:**  
Sorling Northrup  
Jeffrey R. Jurgens, of Counsel  
1 North Old State Capitol Plaza, Suite 200  
P.O. Box 5131  
Springfield, IL 62705  
Telephone: 217-544-1144  
Fax: 217-522-3173  
E-Mail: [jrjurgens@sorlinglaw.com](mailto:jrjurgens@sorlinglaw.com)

**PLEASE RETURN TO:**  
City Clerk  
City of Bloomington  
109 East Olive Street  
Bloomington, IL 61701



2" Private water service

New 2" connection for private water service

8" City water main

2119

2117

2113

2109

2107

2023

2020

2112

2151

Washington St

Interurban Rd

urn St



FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from Roy Whittinghill for property located at 2113 W. Washington St.

**RECOMMENDATION/MOTION:** Recommend that the Agreement with Roy Whittinghill for a Water Main Extension 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 1 e. Partnering with other for the most cost-effective service delivery.

**BACKGROUND:** Roy Whittinghill, property owner of 2113 W. Washington St in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between Roy Whittinghill and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Roy Whittinghill.

**FINANCIAL IMPACT:** All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Water & proposed water main extension agreement  
Attachment 2. Map

---

Motion: Recommend that the Agreement with Roy Whittinghill for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**WATER & PROPOSED WATER  
MAIN EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this 26; day of January, 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Roy Whittinghill, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

PIN# 21-06-176-008 a/k/a 2113W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is \$430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that



CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Roy Whittinghill are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

- (1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the CITY at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF MCLEAN        )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that Roy Whittinghill personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

ATTEST:

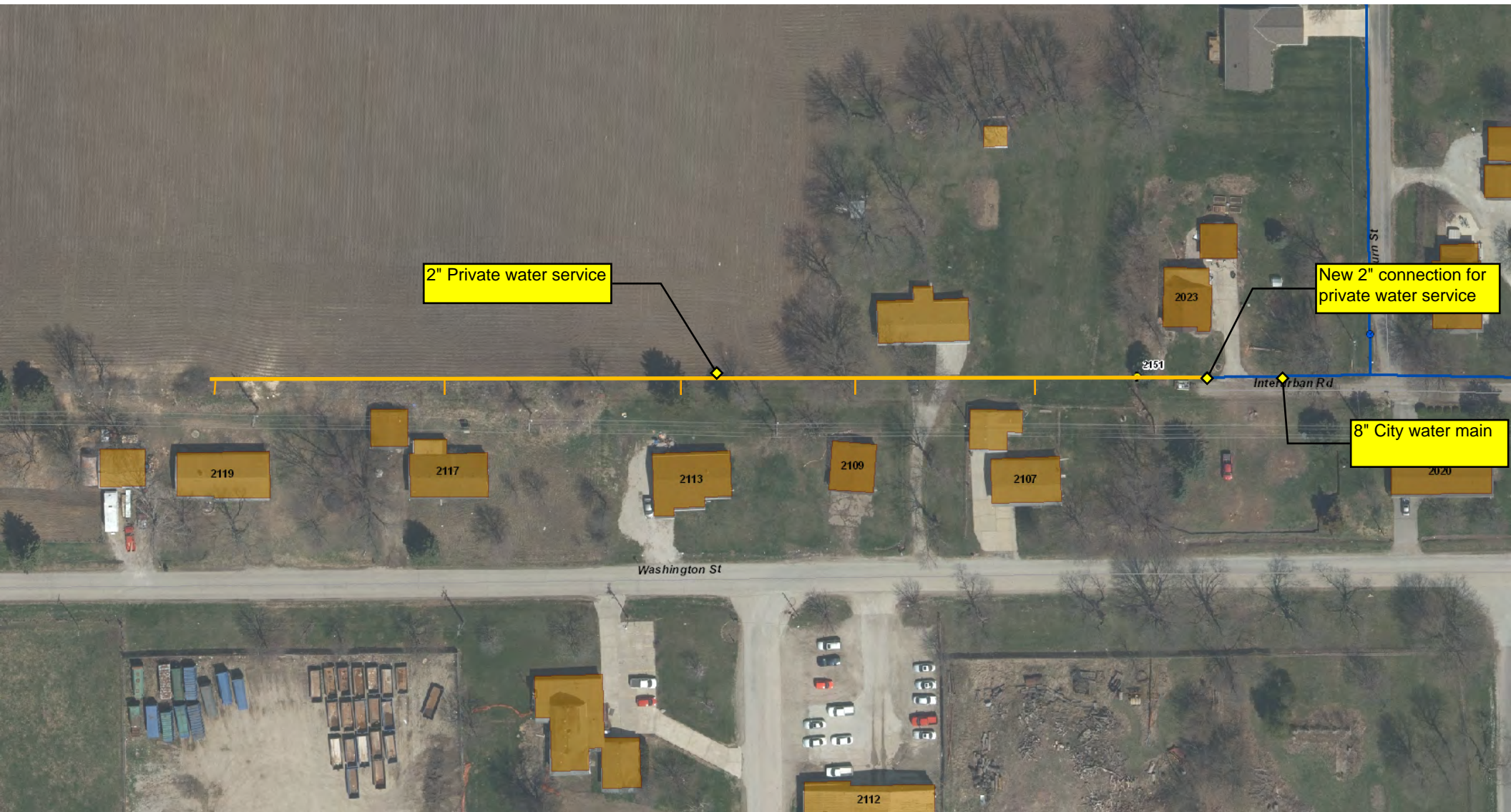
CITY OF BLOOMINGTON

\_\_\_\_\_  
Tracey Covert, City Clerk

\_\_\_\_\_  
Mayor Tari Renner

**PREPARED BY:**  
Sorling Northrup  
Jeffrey R. Jurgens, of Counsel  
1 North Old State Capitol Plaza, Suite 200  
P.O. Box 5131  
Springfield, IL 62705  
Telephone: 217-544-1144  
Fax: 217-522-3173  
E-Mail: [jrjurgens@sorlinglaw.com](mailto:jrjurgens@sorlinglaw.com)

**PLEASE RETURN TO:**  
City Clerk  
City of Bloomington  
109 East Olive Street  
Bloomington, IL 61701



2" Private water service

New 2" connection for private water service

8" City water main

2119

2117

2113

2109

2107

2023

2151

2020

2112

Washington St

Interurban Rd

urn St



FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from John Thomas for property located at 2117 W. Washington St.

**RECOMMENDATION/MOTION:** Recommend that the Agreement with John Thomas for a Water Main Extension 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 1 e. Partnering with other for the most cost-effective service delivery.

**BACKGROUND:** John Thomas, property owner of 2117 W. Washington St. in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between John Thomas and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** John Thomas

**FINANCIAL IMPACT:** All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Water & proposed water main extension agreement  
Attachment 2. Map

---

Motion: That the Agreement with John Thomas for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**WATER & PROPOSED WATER  
MAIN EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this 26<sup>th</sup>; day of January, 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and John Thomas, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

The West ½ of the following described premises: A part of Lot 21 in C.A. Nafziger's Subdivision of part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at a point 1220.5 feet East of the Southwest corner of said Nafziger's Subdivision, thence North 129 feet, thence Southeasterly along the North line of the Illinois Traction Railway's old line 330.45 feet, thence South 120 feet, thence West along the South line of said Nafziger's Subdivision 334 to the place of beginning, in McLean County, Illinois.

PIN# 21-06-176-003 a/k/a 2117 W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is \$430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to the customer

connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that John Thomas are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

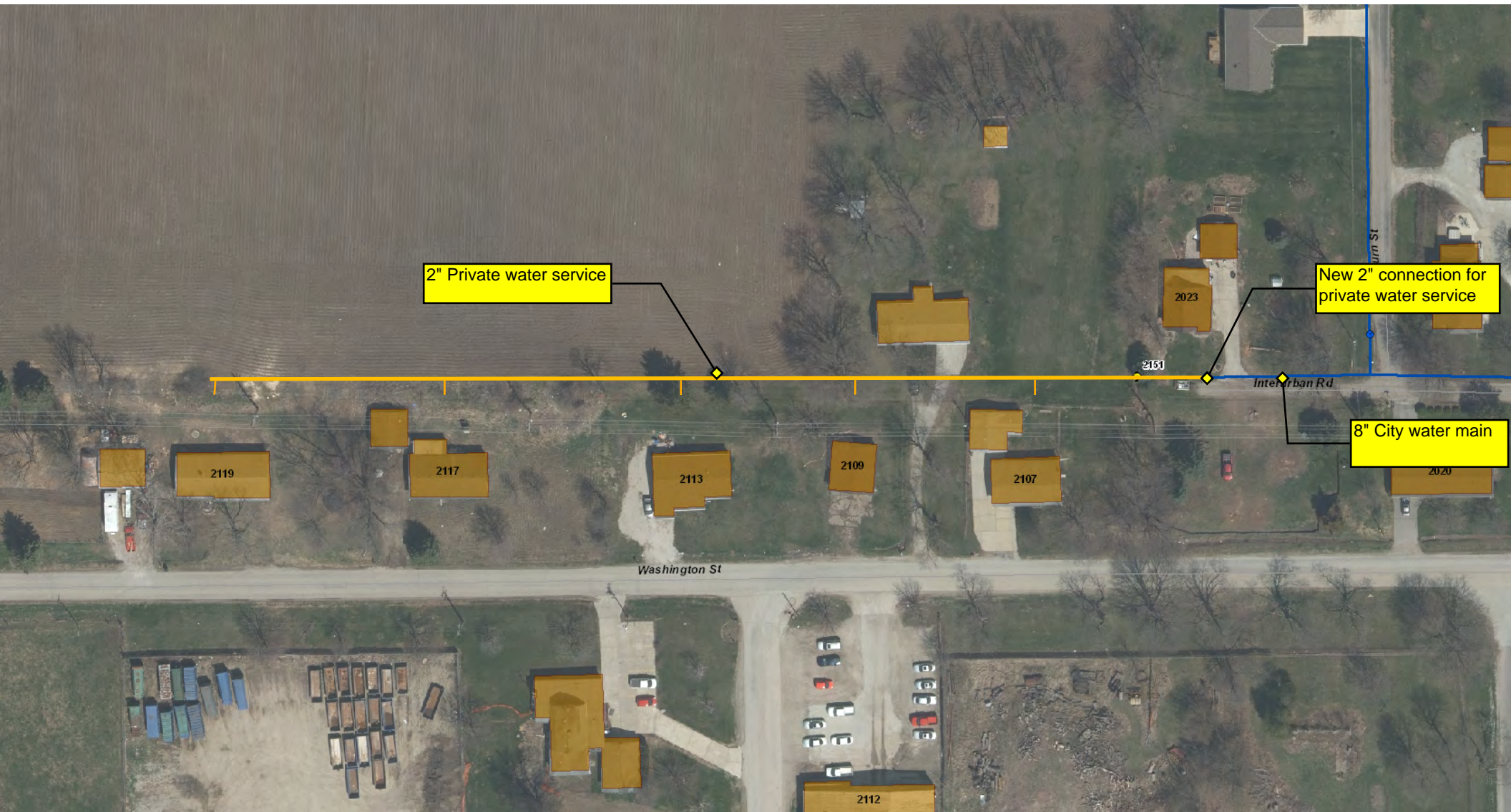
6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

- (1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the CITY at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.







2" Private water service

New 2" connection for private water service

8" City water main

2119

2117

2113

2109

2107

2023

2020

2112

2151

Washington St

Interurban Rd

urn St



FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from Doyle Martin for property located at 2119 W. Washington St.

**RECOMMENDATION/MOTION:** Recommend that the Agreement with Doyle Martin for a Water Main Extension 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 1 e. Partnering with other for the most cost-effective service delivery.

**BACKGROUND:** Doyle Martin, property owner of 2119 W. Washington St. in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between Doyle Martin and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Doyle Martin

**FINANCIAL IMPACT:** All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Water & Proposed water main extension agreement  
Attachment 2. Map

---

Motion: That the Agreement with Doyle Martin for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**WATER & PROPOSED WATER  
MAIN EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this 26<sup>th</sup> day of January 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Doyle Martin, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

A part of Lots 21 and 22 in C.A. Nafziers's Subdivision of part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at a point 890.5 feet East of the Southwest corner of said Nafziger's Subdivision, thence North 137 feet, thence Southeasterly along the North line of the Illinois Traction Railways old line 330.4 feet, thence South 129 feet, thence West along the South line of said Nafziger's Subdivision 330 feet to the place of beginning, in McLean County, Illinois.

PIN# 21-06-152-002 a/k/a 2119 W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is \$430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date

of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Doyle Martin\_ are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

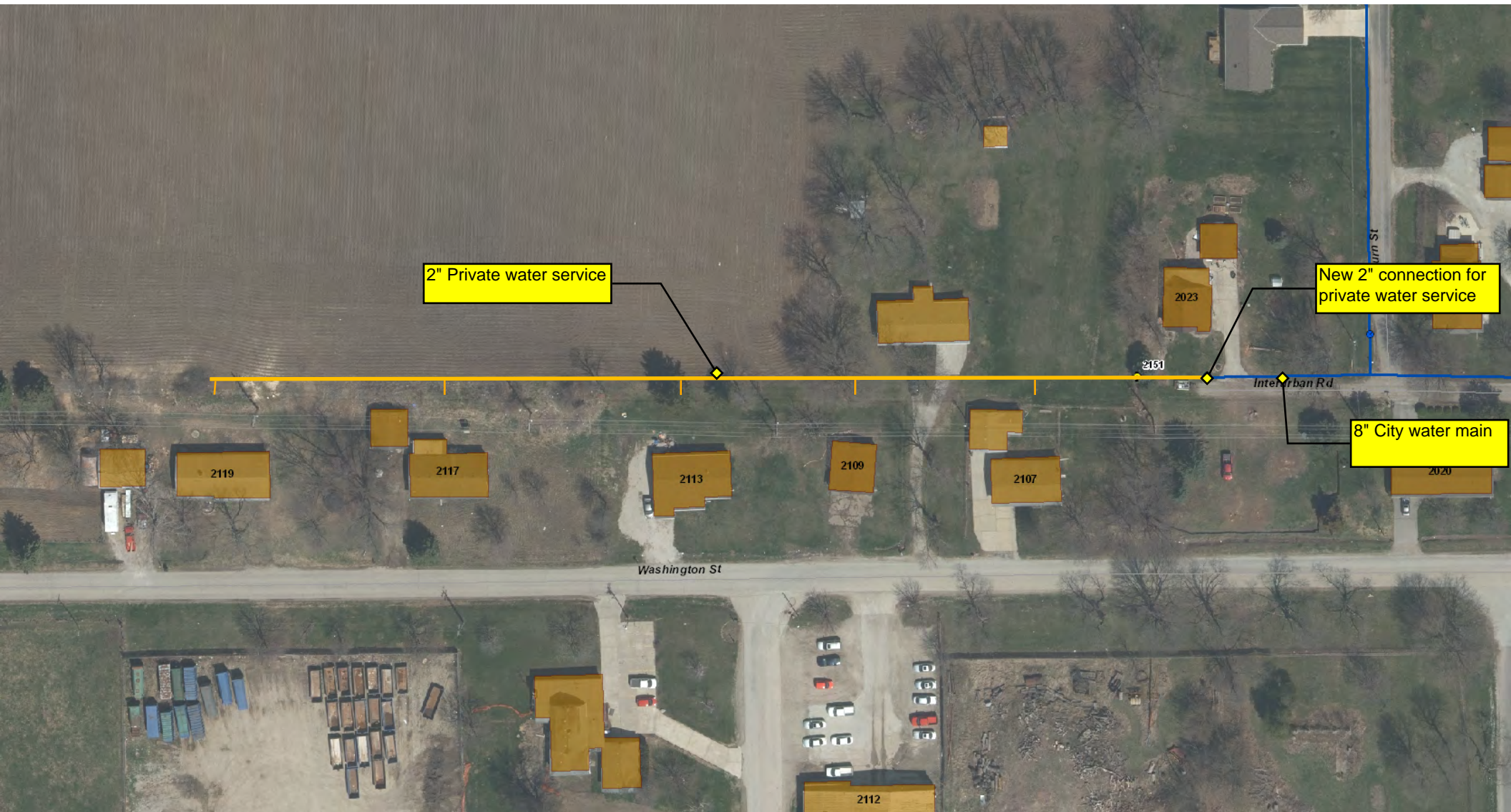
5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

- (1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the CITY at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.





2" Private water service

New 2" connection for private water service

8" City water main

2119

2117

2113

2109

2107

2023

2020

2112

2151

Washington St

Interurban Rd

urn St



FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from Lori Burton for property located at 2201W. Washington St.

**RECOMMENDATION/MOTION:** Recommend that the Agreement with Lori Burton for a Water Main Extension 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 1 e. Partnering with other for the most cost-effective service delivery.

**BACKGROUND:** Lori Burton, property owner of 2201 W. Washington St. in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between Lori Burton and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Lori Burton

**FINANCIAL IMPACT:** All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

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

David A. Hales  
City Manager



**Attachments:** Attachment 1. Water & proposed water main extension agreement.  
Attachment 2. Map

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Motion: Recommend that the Agreement with Lori Burton for a Water Main Extension be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Sage    |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**WATER & PROPOSED WATER  
MAIN EXTENSION AGREEMENT**

THIS AGREEMENT made and entered into this 26; day of January, 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Lori Burton, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

A part of Lots 22 and 23 in C.A. Nafziger's Subdivision of part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at a point 569.5 feet East of the Southwest corner of said Nafziger's Subdivision; thence North 144 feet, thence Southeasterly along the North line of the Illinois Traction Railways old line 321.35 feet; thence South 147 feet, thence West along the South line of said Nafziers's Subdivision 321 feet to the point of beginning, EXCEPTING therefrom the West 110 feet, in McLean County, Illinois.

PIN# 21-06-152-004 a/k/a 2201 W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is \$ 430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to

the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Lori Burton are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

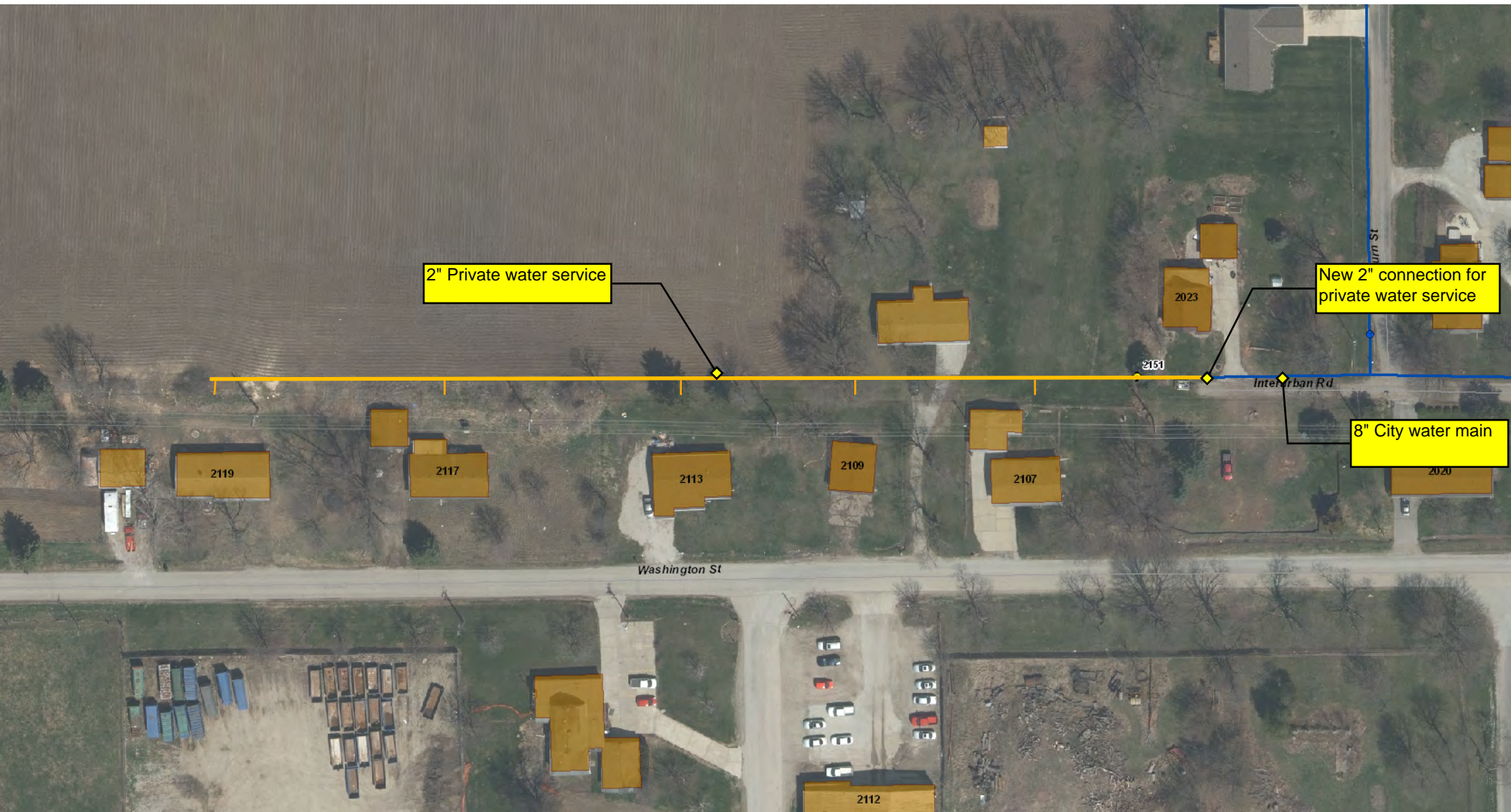
5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

- (1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;
- (2) be required to agree to dedicate any utility easements requested by the CITY at that time;
- (3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.





2" Private water service

New 2" connection for private water service

8" City water main

2119

2117

2113

2109

2107

2151

2020

2112

2023

Washington St

Interurban Rd

urn St



FOR COUNCIL: January 26, 2015

SUBJECT: Tucci Recapture Agreement

**RECOMMENDATION/MOTION:** Recommend that the Agreement Authorizing Reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1c. Functional, well maintained sewer collection system.

**BACKGROUND:** In September 2013 the developer's engineer for the residential home located at 1504 E. Emerson St. approached the City regarding availability of public sanitary sewer adjacent to the property. Illinois State law, and the City, requires that any residential property within 300' of a public sanitary sewer be connected to the public sanitary sewer. Public sanitary sewer was available within 300' but did not extend to the lot. Historically, the City has extended the public sewers utilizing public monies and recaptured the expenditure in the future through tap on fees. City fund balances did not allow this historic process to occur for this location. It was proposed that City staff and the property owner would negotiate a recapture agreement benefiting the property owner if the property owner agreed to install the public sanitary sewer required for this development.

The home at 1504 E. Emerson St. was constructed for Pamela Tucci. The sanitary sewer extension has now been completed at a total cost of \$148,478.82. In addition to benefiting Ms. Tucci's property, the extension also has the potential to benefit other properties along E. Emerson St., including Lots 7, 8, and 9 (hereinafter "Benefitting Properties"). Accordingly, Ms. Tucci is seeking a recapture agreement with the City wherein the other Benefitting Properties will be required to pay a percentage share of the cost as a condition of any final plat or before any building permits related to repair and/or installation of a septic system are issued. The Recapture Agreement does not create a liability on the part of the City to make payments to Ms. Tucci unless payments are actually received from a Benefitted Property. Ms. Tucci bears all costs of enforcing and defending the implementation of the Recapture Agreement and holds the City harmless and must pay any damages assessed as a result of the enforcement of the Recapture Agreement. The City is further not required to bring suit to collect money from the Benefitted Properties. A lien, will however be filed to show the recapture amount due.

The Recapture Agreement is valid until the recapture amount has been paid or for twenty (20) years, whichever occurs first. Recapture of a percentage share of public infrastructure that is fronted by one developer, but that benefits other property owners, is a common practice among both home rule and non-home rule municipalities.

Staff will enter a note into the MUNIS system and add entries in the tapon database tracking the benefitting properties.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The property owners impacted by the sewer expansion and recapture agreement have been notified and provided a copy of the proposed agreement.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:** Attachment 1. Recapture Agreement  
Attachment 2. Exhibit C Map  
Attachment 3. Letters to Manahan & Kingston  
Attachment 4. Administrative Code

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Motion: That the Agreement Authorizing Reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Sage    |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

**AN AGREEMENT AUTHORIZING REIMBURSEMENT FOR THE  
CONSTRUCTION OF IMPROVEMENTS BENEFICIAL TO THE  
PUBLIC**

PIN: 14-34-402-010

THIS AGREEMENT AUTHORIZING REIMBURSEMENT FOR CONSTRUCTION OF IMPROVEMENTS BENEFICIAL TO THE PUBLIC is entered into this day of January, 2015 (hereafter referred to as the "AGREEMENT") by and between the CITY OF BLOOMINGTON, a municipal corporation located in McLean County, Illinois, (hereafter referred to as "CITY"), Pamela Tucci, of 1504 E. Emerson, Bloomington, IL (hereinafter referred to as "OWNER"), and B.J. Armstrong, Inc., of 2401 E. Empire Street, Suite B, Bloomington, IL (hereafter referred to as "DEVELOPER").

WHEREAS, OWNER is the owner of record of real estate described in Exhibit "A" (hereinafter referred to as the "PARCEL"); and

WHEREAS, OWNER has proposed making certain improvements, namely Tucci Residence Sanitary Sewer Extension at the following location: 1504 E. Emerson Street, Bloomington, IL (hereinafter referred to as "IMPROVEMENTS"); and

WHEREAS, DEVELOPER intends to construct the IMPROVEMENTS; and

WHEREAS, the IMPROVEMENTS are valuable and substantial improvements benefiting properties described in Exhibit "B" and shown in Exhibit "C" which are attached hereto and made a part hereof and which are further described as the "BENEFITING PROPERTIES"; and

WHEREAS, it is the opinion of the corporate authorities of the CITY that such IMPROVEMENTS benefit the properties described in Exhibit "B"; and

WHEREAS, the IMPROVEMENTS will be dedicated to public use, and accepted by the CITY, upon completion by DEVELOPER and approval by the City Engineer; and

WHEREAS, upon acceptance, the CITY shall be responsible for all maintenance, repair, modification, removal or replacement of the IMPROVEMENTS; and

WHEREAS, prior to the occurrence of a Recapture Event with respect to the BENEFITING PROPERTIES, OWNER desires to recapture an allocable share of certain costs incurred (or to be incurred) by OWNER in connection with the IMPROVEMENTS and other costs set forth herein, which items, costs, and allocations of those costs have been approved by the CITY; and

WHEREAS, the CITY is authorized by the Illinois Municipal Code (65 ILCS 5/9-5-1 et. seq.) and its home rule powers to enter into agreements to provide for the recapture of offsite improvement costs.



NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

**Section 1. Recitals.** The foregoing recitals are hereby incorporated by reference into the body of this Agreement as if fully set forth and repeated.

**Section 2. Cost of Improvements.** The cost of the IMPROVEMENTS, as described in Exhibit "B", attached hereto and made a part hereof, *have* been estimated in the sum of One Hundred Forty-Eight Thousand Four Hundred Seventy-Eight and 82/100 Dollars (\$148,478.82). Note that the cost of IMPROVEMENTS is in addition to other related costs (described in Section 3 below), which are also subject to, and payable by the BENEFITING PROPERTIES under this Agreement. OWNER shall be entitled to recapture seventy-five percent (75%) of those costs constituting the IMPROVEMENTS in the amount of One Hundred Eleven Thousand Three Hundred Fifty-Nine and 11/100 Dollars (\$111,359.11) dollars ("RECAPTURE AMOUNT") from the BENEFITING PROPERTIES set forth in Exhibit "B".

**Section 3. Performance and Acceptance of Improvements.** Within ten (10) days of this agreement, the DEVELOPER shall furnish to the CITY a Performance and Workmanship Bond in the amount of 110% of all public improvements in the development on the form(s) specified by City Code.

Upon written acceptance by the CITY of the public improvements, the DEVELOPER shall guarantee the public improvements against faulty materials and workmanship for a period of one year and the required surety or bond shall be reduced from 110% of the construction costs to 10% of the construction costs. After the one (1) year period, the City Engineer shall inspect the public improvements and determine if all public improvements remain in acceptable condition; the remaining surety or bond amount shall be released upon written notice from the City Engineer that all public improvements remain in acceptable condition. At the time the CITY accepts the improvements for which recapture is sought, the DEVELOPER will *have* 60 days to file said certified costs with the CITY. Should the DEVELOPER fail to file said certified costs within 60 days, CITY shall provide written notice of said failure to OWNER. OWNER shall be provided 30 days from receipt of notice to obtain and file said certified costs with the CITY. In the event OWNER and DEVELOPER fail to file said certified costs within the timeframes allotted herein, this AGREEMENT will become null and void.

The CITY recognizes certain improvements may occur in stages, therefore the following acceptance process is permitted where applicable:

- A) Roadways: Acceptance may occur in two phases. Phase one may include: excavation, sub-base, base course, binder course, final surface course, striping, curb and gutter, sidewalk, surface restoration/seeding and storm sewer. Phase two encompasses all remaining improvements, which may include sidewalks and lighting.

- B) Water and sanitary sewer: Acceptance will occur in one phase:  
at completion.

The City will not accept individual pieces or parts of public improvements within a development except as detailed above.

**Section 4. Collection of Recapture.** The CITY agrees to assist the OWNER in collecting said RECAPTURE AMOUNT from the BENEFITING PROPERTIES, including requiring said payment as a condition of any final plat of subdivision or before any building permits, related to repair and/or installation of a septic system, are issued as to the BENEFITING PROPERTIES; allocated among the BENEFITING PROPERTIES in the manner set forth on Exhibit "B". The obligation of any BENEFITING PROPERTY to pay the RECAPTURE AMOUNT associated with that BENEFITING PROPERTY only occurs upon said BENEFITING PROPERTY triggering one of the conditions set forth in this Section 4.

**Section 5. Payment of Recapture.** The payment set forth in the preceding paragraph, plus any applicable interest, when collected by the CITY, shall be promptly paid to the OWNER as soon as practical following receipt of such payments but, in any event, no later than forty-five (45) days following receipt.

**Section 6. Term.** The term of this Agreement shall remain in full force and effect until the earlier of which occurs (i) such time as the OWNER has been fully reimbursed for that portion of the reimbursement attributable to the BENEFITING PROPERTIES as herein provided; or (ii) twenty (20) years from the date of this Agreement.

**Section 7. Interest & Fees.** Interest at the rate of four percent (4%) per annum will be charged to the BENEFITING PROPERTY on any unpaid amounts beginning two years after the completion and acceptance by the CITY of said improvements. An administrative fee shall be charged to the BENEFITING PROPERTIES at the rate of two percent (2%) of the total recapturable amount payable to the CITY to cover administrative costs of the recapture agreement. In addition, OWNER shall be entitled to recover from any one or more of the BENEFITING PROPERTIES any amounts incurred in enforcing OWNER'S rights under this Agreement or in collecting amounts payable by any one or more of the BENEFITING PROPERTIES.

**Section 8. Lien.** The recordation of this Agreement against the BENEFITING PROPERTIES shall create and constitute a lien against the BENEFITING PROPERTIES, and each subdivided lot hereafter contained therein, in the amount set forth herein, plus interest and additional costs as set forth herein.

**Section 9. Limitation on Obligations of City / Indemnification.** The CITY shall not be obligated to make any payments to the OWNER unless said recapture funds are actually received from the owners of the BENEFITING PROPERTIES. Also, the OWNER shall bear all costs of enforcing or defending the implementation of this Agreement and shall hold the CITY harmless and pay on behalf of the CITY and its officers any damages



invalidity thereof shall not affect any other provision, clause, word or designation contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of the fees or interest payable hereunder exceeds the amount that may be recaptured by the OWNER under currently existing or subsequently enacted by law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the fees and interest payable maybe given force and effect.

**Section 14. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**Section 15. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefits of, and be enforceable by the Parties and their respective successors and assigns, and the enforcement and collection of the RECAPTURE AMOUNT due OWNER under the terms of this Agreement shall pass to the executors, trustees, heirs, and beneficiaries of OWNER. Any further assignment may only occur upon the written acceptance of the non-assigning party.

**Section 16. Exhibits.** The exhibits attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

**Section 17. Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

**Section 18. Jurisdiction.** The parties agree all actions instituted to enforce this Agreement shall be commenced and heard in the Circuit Court of McLean County, Illinois, and hereby waive venue in any other court of competent jurisdiction.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

**CITY OF BLOOMINGTON**

**DEVELOPER**

BY: \_\_\_\_\_  
CITY MAYOR

BY: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Its:

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC

**OWNER**

\_\_\_\_\_  
Pamel Tucci

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY BEING  
DEVELOPED WITH OFFSITE IMPROVEMENTS**

Lot 10 in the Subdivision of Lot 4 in Ewing and Evans Subdivision of part of the Southeast Quarter and part of the Southwest Quarter of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 14-34-402-010

**EXHIBIT B**

**DESCRIPTION OF BENEFIT AREA & ESTIMATED COST**

**LEGAL DESCRIPTION(S):** Lots 7, 8, 9 and 10 in the Subdivision of Lot 4 in Ewing and Evans Subdivision of part of the Southeast Quarter and part of the Southwest Quarter of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County Illinois.

**ENGINEER'S ESTIMATE:** \$148,478.82

| <b>Description</b>   | <b>Cost</b>         |
|----------------------|---------------------|
| Construction         | <b>\$127,573.40</b> |
| Engineering          | <b>\$18,905.42</b>  |
| Legal                | <b>\$2,000.00</b>   |
| Interest             | <b>\$0.00</b>       |
| Easement Acquisition | <b>\$0.00</b>       |
| <b>Total</b>         | <b>\$148,478.82</b> |

**DISTRIBUTION:**

| <b>Parcel</b> | <b>Owner</b>           | <b>PIN</b>    | <b>Acres</b> | <b>Cost Percentage</b> | <b>Dollar Cost</b> |
|---------------|------------------------|---------------|--------------|------------------------|--------------------|
| Lot 7         | Kevin Kingston         | 14-34-402-007 | .33          | 25%                    | \$37,119.71        |
| Lot 8         | Kevin Kingston         | 14-34-402-008 | .33          | 25%                    | \$37,119.70        |
| Lot 9         | Patricia Manahan Trust | 14-34-402-009 | .33          | 25%                    | \$37,119.70        |
|               |                        |               |              |                        |                    |
|               |                        |               |              |                        |                    |





January 15, 2015

Patricia Manahan  
1502 E. Emerson  
Bloomington, IL 61701

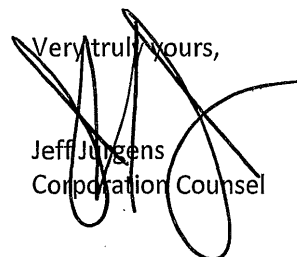
Re: Sewer Recapture Agreement

Dear Ms. Manahan:

As you may be aware, a sanitary sewer extension was constructed and completed for the property at 1504 E. Emerson Street in the City of Bloomington. This extension also benefits three other properties, including property owned by you (PIN NO. 14-34-402-009). Illinois State law, as well as the City, requires that any residential property within 300 feet of a public sanitary sewer be connected to the public sanitary sewer. As the sewer extension has now been constructed and it is within 300 feet of your property, you will be required to connect your property to the sanitary sewer if your current septic system ever fails (or requires an additional permit) or as a condition of any final plat of subdivision being approved for your property.

In addition, the sewer extension was funded solely by Pamela Tucci, at a total cost of \$148,478.82. As there are other benefitting properties to the extension, it is common in Illinois for the individual covering the initial expense to seek recapture of a fair share from benefited properties. In this case, Ms. Tucci is seeking 75% of the cost of the sewer extension which equates to 25% for each of the other three properties there were benefited (or approximately \$37,119, plus interest and a small administrative fee, per parcel). The obligation to make this payment is set forth in what is called a "recapture agreement" (see attached). Note under the proposed recapture agreement the amount is not due immediately, but only becomes due prior to the issuance of any new septic permit or submission and approval of a final plat of subdivision for your property. The recapture agreement will also be recorded, constitute a lien on the property and be valid for 20 years. This specific recapture agreement is set to be considered and acted upon by the City Council at its meeting on January 26, 2015.

This letter is purely for informational purposes to let you know that the sewer extension has been completed and that a recapture agreement has been proposed and will be considered by the City Council at its meeting on January 26, 2015. If you have any questions, you can contact Bob Yehl in the Public Works Department at (309) 434-2234 or myself at (309) 434-2213. Alternatively, you can contact Elizabeth Megli, the attorney for Ms. Tucci, at (309) 828-5281. Otherwise, no action is required on your part at this time.

Very truly yours,  
  
Jeff Jurgens  
Corporation Counsel

cc: Joni Painter, Alderman  
David Hales, City Manager  
Elizabeth Megli, Esq.

January 15, 2015

Kevin Kingston  
1408 E. Emerson  
Bloomington, IL 61701

Re: Sewer Recapture Agreement

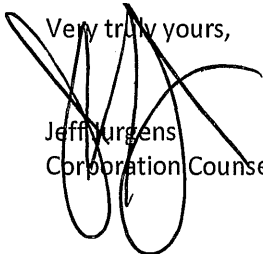
Dear Mr. Kingston:

As you may be aware, a sanitary sewer extension was constructed and completed for the property at 1504 E. Emerson Street in the City of Bloomington. This extension also benefits three other properties, including two properties owned by you (PIN NOs. 14-34-402-007 and 14-34-402-008). Illinois State law, as well as the City, requires that any residential property within 300 feet of a public sanitary sewer be connected to the public sanitary sewer. As the sewer extension has now been constructed and it is within 300 feet of both of your properties, you will be required to connect your property to the sanitary sewer if your current septic system ever fails (or requires an additional permit) or as a condition of any final plat of subdivision being approved for your property. Note an event triggering connection of one property to the sewer will not automatically require connection of the other property.

In addition, the sewer extension was funded solely by Pamela Tucci, at a total cost of \$148,478.82. As there are other benefitting properties to the extension, it is common in Illinois for the individual covering the initial expense to seek recapture of a fair share from benefited properties. In this case, Ms. Tucci is seeking 75% of the cost of the sewer extension which equates to 25% for each of the other three properties there were benefited (or approximately \$37,119, plus interest and a small administrative fee, per parcel). The obligation to make this payment is set forth in what is called a "recapture agreement" (see attached). Note under the proposed recapture agreement the amount is not due immediately, but only becomes due prior to the issuance of any new septic permit or submission and approval of a final plat of subdivision for your property. The recapture agreement will also be recorded, constitute a lien on the property and be valid for 20 years. This specific recapture agreement is set to be considered and acted upon by the City Council at its meeting on January 26, 2015.

This letter is purely for informational purposes to let you know that the sewer extension has been completed and that a recapture agreement has been proposed and will be considered by the City Council at its meeting on January 26, 2015. If you have any questions, you can contact Bob Yehl in the Public Works Department at (309) 434-2234 or myself at (309) 434-2213. Alternatively, you can contact Elizabeth Megli, the attorney for Ms. Tucci, at (309) 828-5281. Otherwise, no action is required on your part at this time.

Very truly yours,

  
Jeff Murgens  
Corporation Counsel

cc: Joni Painter, Alderman  
David Hales, City Manager  
Elizabeth Megli, Esq.

**Joint Committee on Administrative Rules**  
**ADMINISTRATIVE CODE**

**TITLE 77: PUBLIC HEALTH**  
**CHAPTER I: DEPARTMENT OF PUBLIC HEALTH**  
**SUBCHAPTER r: WATER AND SEWAGE**  
**PART 905 PRIVATE SEWAGE DISPOSAL CODE**  
**SECTION 905.20 GENERAL REQUIREMENTS**

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**Section 905.20 General Requirements**

- a) **Rate of Flow for Domestic Sewage.** Each unit of the private sewage disposal system shall be designed to treat the volume of domestic sewage discharged to it. The volume of sewage flow shall be determined from Appendix A, Illustration A. For non-residential establishments, the Department will consider the use of actual flow volumes obtained from similar installations in lieu of the quantities contained in Appendix A, Illustration A, when the flow data is documented. Examples of the documentation that could be accepted would be actual measurements of the quantity of wastewater, or water use receipts. In the design of a private sewage disposal system, peak flows shall be designed for or attenuated.
- b) **Type of Waste.** A private sewage disposal system shall be designed to receive all waste from the buildings served.
  - 1) **Prohibited Influent.** No sub-soil drainage, discharge from roof drains or swimming pool wastewater shall be directed to the private sewage disposal system.
  - 2) **Hot Tub Wastewater.** Wastewater generated by a hot tub or similar device shall be discharged to one of the following:
    - A) A separate subsurface seepage system, provided that the seepage field is designed to accommodate the liquid capacity of the hot tub on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.
    - B) The seepage field serving the domestic wastewater flow, provided the seepage field is increased in size to accommodate the additional flow from the hot tub on a daily basis. This drainage shall be piped around the septic tank and directly into the seepage field.
  - 3) **Motorized Equipment.** Waste products, such as automotive grease, oils, solvents and chemicals, shall not discharge to a private sewage disposal system. These waste products shall be handled according to rules for disposal of oil, gas and grease promulgated under the Environmental Protection Act, or according to 35 Ill. Adm. Code, Subtitle G, or shall be

softener on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.

- B) A separate building drain, in accordance with the Illinois Plumbing Code, that will discharge to a subsurface seepage system, provided that the seepage field is designed to accommodate the flow from this device on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.
- c) Individual Service. The use of a private sewage system to serve more than one property is prohibited except where a common property is provided, under joint ownership of the users, or where the system is under public jurisdiction or managed by a district established for the maintenance of these systems.
- d) Water and Sewer Line Separation. The following criteria shall govern the separation of water supply lines and sewer lines:
  - 1) Horizontal Separation. Sewers shall be installed at least 10 feet horizontally from any existing or proposed water line. When local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water line provided that the elevation of the crown of the sewer is at least 18 inches below the invert of the water line.
  - 2) Crossings. Where sewer lines must cross water lines, the sewer line shall be laid at an elevation so that the crown of the sewer line is at least 18 inches below the invert of the water line. This vertical separation shall be maintained for that portion of the sewer line located within 10 feet horizontally of any water line it crosses. When sewer lines must cross above water lines, the sewer lines shall be Schedule 40 or equivalent material with watertight joints.
- e) Sanitary Sewer. New or renovated private sewage disposal systems shall not be approved where a sanitary sewer operated and maintained under permit of the Illinois Environmental Protection Agency is available for connection. A sanitary sewer is available for connection when it is within 300 feet of a residential property or a non-residential property with a sewage flow less than 1500 gallons per day, or within 1000 feet of a non-residential property with a sewage flow greater than or equal to 1500 gallons per day, unless a physical barrier or local ordinance exists that prevents connection to the sewer. If connection from the property to the sanitary sewer cannot be made with an individual line (i.e., 4" inch line), then a private sewage disposal system may be installed.
- f) Acceptable Pipe Materials
  - 1) All piping located more than 5 feet from the building foundation, used to convey wastewater to a private sewage disposal system, shall be considered a part of the private sewage disposal system and shall be watertight. This piping shall be ductile iron, vitrified clay or plastic pipe. Only vitrified clay or plastic pipe shall be used from the septic tank and after the distribution box (where used). Perforated pipe or open-jointed tile shall be used only as provided in this Part.



FOR COUNCIL: January 26, 2015

SUBJECT: Text Amendment to Chapter 2, Sections 39, 42 and 54A and Chapter 16, Article IV Sections 48 – 50, 52 and 58 of the City Code Pertaining to Procurement

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

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services; and Goal 5. Great place — livable, sustainable City.

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

**BACKGROUND:** Parts of the City’s current procurement processes are outdated, ineffective and unclear and should be improved. As a result of these deficiencies procurements transactions are subject to too many interpretations. The current code is a source of frustration to both staff and vendors alike. Well managed updates will provide clear and practical direction on a daily basis. After extensive (since October 2013) review and evaluation of the City’s procurement process, practice and ordinances, Finance and Legal staff presented recommendations for updates to the Code to a City Council work session on 12/8/14. Based on “Best Practice” of industry leaders in public procurement the revisions:

1. Establishment of legal authority
2. Provide uniform policies throughout the organization
3. Build public confidence in public procurement
4. Ensure fair and equitable treatment of everyone
5. Provide for increased efficiency, economy, purchasing power and flexibility
6. Fostering effective broad based competition
7. Safeguard the integrity of the procurement system
8. Prevent against corruption, waste, fraud and abuse

Under the proposed ordinance revisions Council maintains three (3) strong levels of control on city wide procurement with the addition of a fourth (4<sup>th</sup>) level:

1. The adoption of a comprehensive line item budget for operating and capital expenditures for all funds.
2. The approval of all award of bids, request for proposals, contracts, over \$50,000, previously \$25,000. Council approves all bid waivers over \$25,000.
3. The approval of the check warrant for all sums due from the city (all bills except employee costs) before bills can be paid.

4. The approval of a formal project management plan for the design, construction, and oversight of all public facility construction over \$500,000.

Once the proposed ordinance revisions are adopted, the Finance Department under the direction of the Administration and Legal departments, will establish formal regulations encompassing the ordinance changes and outlining procedures for procurement under \$50,000. Changes to procurement procedures will be reviewed and tested by external auditors. The Procurement Division will serve as the funnel for procurement transactions providing internal control insuring compliance with regulations and best practices. Regulations for procurement under \$50,000 will include but is not limited to:

1. A formal bid process for procurement over \$25,000, previously \$10,000: unless there is a specific exemption as outlined in the ordinance, which will be substantiated by procurement and approved by the City Manager, e.g., sole source, limited source.
2. A minimum of three (3) formal quotes are required for procurement over \$10,000 up to \$25,000 unless there is a specific exemption as outlined in the ordinance, which will be substantiated and approved by procurement, e.g., sole source, limited source.
3. Procedures for procurement under \$10,000 already exist which will be revised, made into formal regulations, and approved by auditors.
4. Internal audit procedures will be expanded to detect patterns of abuse and ensure compliance with new regulations. Findings will be actionable and reported to Human Resources and Administration.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public Presentation on December 8, 2014 Council Work Session.

**FINANCIAL IMPACT:** Enterprise effectiveness will be a key impact of clarifying and implementing proposed changes decreasing reputational risk in the vendor communities. Increasing the bid limit will allow small business' to participate without incurring the cost of submitting formal bids/requests for proposals.

Respectfully submitted for Council consideration.

Prepared by: Jon Johnston, Procurement Manager  
Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

- Attachments:**
- Attachment 1. Ordinance
  - Attachment 2. Process Slides
  - Attachment 3. December 8, 2014 Work Session Memo
  - Attachment 4. Work Session Power point presentation

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

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

|                    | Aye | Nay | Other |                  | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black     |     |     |       | Alderman Painter |     |     |       |
| Alderman Hauman    |     |     |       | Alderman Sage    |     |     |       |
| Alderman Fruin     |     |     |       | Alderman Schmidt |     |     |       |
| Alderman Lower     |     |     |       | Alderman Stearns |     |     |       |
| Alderman Mwilambwe |     |     |       |                  |     |     |       |
|                    |     |     |       | Mayor Renner     |     |     |       |

ORDINANCE 2015 - \_\_\_\_

AN ORDINANCE AMENDING THE CITY CODE PROVISIONS  
ON PROCUREMENT AND COLLECTIONS

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

**SECTION 1.** That Chapter 2, Sections 39, 42, and 54A, and Chapter 16, Article IV, Sections 48, 49, 50, 52 and 58 Chapter of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

**CHAPTER 2 Administration**

**Section 39. Same – Powers and duties generally.**

- H. The Manager shall examine and report on all proposed contracts to which the City may be a party, and ~~may~~ shall sign on behalf of the City any contract authorized by the City Council, excepting where the Council directs that some other officer or officers shall do so.
- J. The Manager shall be general purchasing agent of the City, and except where specific provision to the contrary is made by law or by the Council, he shall make all purchases of construction, repair, maintenance, services, goods, supplies, materials, and equipment authorized by the Council, in the manner prescribed by and subject to the limitations imposed by law. No purchase shall be made or obligation incurred except upon authorization by the Council, and no expense shall be incurred except for purposes for which no prior appropriation is required by law if the amount thereof is not covered by an unexpended appropriation for the purpose.

**Section 42: Mayor.**

- D. Except where such matters are subject to a veto, the Mayor shall sign on behalf of the City any ~~contract~~ document or deed authorized by the Council.

**Section 54A: Settlement of Litigation, Claims and Collections.**

- (4) For any judgment obtained by the City or for any other amount owed to the City, the City Manager is authorized to enter into an agreement with one or more collection agencies for the collection of said debts.
- (5) The City Manager is authorized to enter into tax repayment agreements with individuals, corporations or businesses that are 30 days or more



behind in the payment of any City tax owed to the City for the collection said taxes.

## **Chapter 16 Department of Finance**

### **Section 49: Approval of Contracts, Purchases, Open Market Orders and General Spending Levels Purchases Costing Less than Twenty-Five Thousand Dollars**

~~The City Manager is hereby authorized to purchase, at his discretion, on the open market, commodities and supplies costing not more than Ten Thousand Dollars (\$10,000). For commodities and supplies costing more than Ten Thousand Dollars (\$10,000.00) but less than Twenty Five Thousand Dollars (\$25,000.00), the City Manager is authorized to purchase that item, at this discretion, on the open market, if the item to be purchased is included in the currently approved annual budget and the item will be purchased through a competitive bidding process.~~

- (a) The City Manager is hereby authorized to procure, at his discretion, on the open market, commodities, and supplies and services, and construction, repair and maintenance projects, costing not more than Fifty Thousand Dollars (\$50,000.00) per individual purchase, contract and/or procurement. This provision shall apply only to the extent the amount of the procurement is covered within the City's existing appropriation ordinance.
- (b) The City Manager's determination with respect to contracts, purchases or open market orders involving the expenditure of more than Fifty Thousand Dollars (\$50,000.00) per individual purchase, contract and/or procurement shall be approved by the Council before taking effect.
- (c) The approval of contracts, purchases and open market orders, whether within the authority of the City Manager or the Council shall remain subject to the applicable competitive procurement requirements of Section 50.
- (d) The City Manager shall establish regulations, as set forth in Chapter 2, Section 14, setting forth more detailed requirements and procedures for the procurement of commodities, supplies and services, and construction, repair and maintenance projects as well as when contracts shall be used for procurement and when purchase orders shall be used.
- (e) The City Manager may authorize payments of expenditures approved in the City's budget and appropriation ordinance that are routine in nature and otherwise required by an existing contract or intergovernmental agreement, as well as utility payments, health insurance payments and

other contributions approved within the budget and appropriation ordinance. Any such expenditure shall be reported on the City's Bills and Payroll report.

- (f) Nothing herein shall limit the ability of the City Manager to hire employees, enter into and sign employment contracts, and to sign contracts with employment agencies.
- (g) The City Manager shall have the authority to execute a change order to any contract if either: (1) the amount of the change order is under \$5,000.00; or (2) the change order does not raise the total cost of the procurement more than \$50,000. For all other change orders, the City Council shall approve the change order or may give authority to the City Manager in the motion to approve the contract authority to execute change orders.
- (h) All formal contracts shall be approved as to form by the Corporation Counsel.

Section 50: Competitive Procurement Requirements; Notice of Procurement; Waiver of Bids Qualifications of Bidder; Approval of Contracts; Purchases in Excess of Ten Thousand Dollars

~~All contracts or open market orders made by the City shall be awarded to the bidder whose bid is determined by the City Manager to serve best the interest of the City, taking into consideration the quality of the goods or services to be supplied, their conformity with the specifications, the price, delivery terms and the service reputation of the vendor, provided, that the City Manager's action with respect to purchases or contracts involving the expenditure of more than Ten Thousand Dollars (\$10,000.00) shall be approved by the Council before taking effect. All formal contracts shall be approved as to form by the Corporation Counsel.~~

~~All notices to bidders for procurement of goods or services in excess of Ten Thousand Dollars (\$10,000.00) shall be published no less than ten (10) days in advance of the date announced for the receiving of bids, in a daily newspaper of general circulation in the City, and shall simultaneously be available at the City Clerk's office in the City Hall. The newspaper notice required shall include a general description of the articles to be purchased, shall state where bid documents may be secured and the time and place for opening bids. In addition, sealed bids shall be solicited by mailing notices to prospective suppliers. All such contracts shall be awarded by the City Council. The City Council by Resolution adopted by a majority vote of the Councilmen elected, including the Mayor, may direct the City Manager to enter into such contracts or make such purchases by waiving the bidding process. In cases where the goods or services have already been approved through a state competitive bidding process or are being purchased~~

~~through a joint purchase agreement with one or more other governmental units, the City Council may approve the purchase without the request of a Resolution waiving the bidding process.~~

- (a) Requirements. Except as provided in Section 50(c), all contracts, purchases or open market orders in the amount of \$25,000 and above made by the City in shall be awarded to the vendor whose bid, quote or offer, after due notice is given as provided in subsection (b) below, is determined by the City Manager (for procurements between \$25,000 and \$50,000) or the Council (for procurements in excess of \$50,000) to serve best the interest of the City, taking into consideration the quality of the construction, repair, maintenance, services, goods, supplies, materials, and equipment supplied, their conformity with the specifications, the price, delivery terms and the service reputation of the vendor, and such other criteria as may be specified in the documents seeking the bid, quote or offer. The City reserves in all cases the right to reject all bids, quotes and/or offers. This process shall be known as “competitive procurement.” For the procurement of construction, repair, or maintenance, equipment, supplies, materials, goods or services estimated to be under Twenty-Five Thousand (\$25,000.00), the City Manager shall establish purchasing and/or bid procedures by regulation.
  
- (b) Notices. All notices to bidders or responders for procurement of construction, repair, or maintenance, equipment, supplies, materials, goods or services estimated to be Twenty-Five Thousand Dollars (\$25,000.00) or more shall be published no less than ten (10) days in advance of the date announced for the receiving of bids or responses, in a daily newspaper of general circulation in the City, and shall simultaneously be available at the City Clerk's office in the City Hall. The newspaper notice required shall include a general description of the articles to be purchased, shall state where the competitive procurement documents may be secured and the time and place for opening bids or responses. In addition, sealed bids or responses shall be solicited by mailing notices to prospective suppliers.
  
- (c) Waiver of Competitive Procurement Requirements. The competitive procurement requirements set forth in this Article may be waived in the following circumstances by either the City Manager or City Council, as applicable:
  - (i) Resolution Waiving. The City Council by Resolution adopted by a majority vote of the Councilmen elected, including the Mayor, may direct the City Manager to enter into contracts or to make purchases in excess of Twenty-Five Thousand Dollars (\$25,000.00) by waiving the competitive procurement process. A resolution waiving the competitive procurement requirements may be approved when the City Council determines the bid waiver to

be in the best interests of the City and the waiver is for contracts for construction, repair and maintenance, services, goods, supplies, materials and equipment and is authorized by two-thirds of the Councilmen elected; or

- (ii) Joint Purchases. In cases where the construction, repair, or maintenance, equipment, supplies, materials, goods or services for amounts in excess of Twenty-Five Thousand Dollars (\$25,000.00) have already been approved through a state competitive bidding process or are being purchased through a joint purchase agreement with one or more other governmental units, the City Council or City Manager may approve the purchase without the adoption of a Resolution waiving the competitive procurement process. Nothing shall prevent the City from seeking quotes and bids, and making purchases, from suppliers or vendors who can provide lower prices than those available through joint purchasing programs for equivalent or better items. The City Manager is further authorized to enter into joint purchasing agreements without prior approval of the City Council and to exercise his or her spending authority without competitive procurement if the purchase is through a joint purchasing program.
  
- (iii) Sole Source Procurement. Contracts for construction, repair and maintenance, services, goods, supplies, materials and equipment that are produced or provided by only one supplier or vendor may be awarded without engaging in the competitive procurement processes required by this Code and without adoption of a resolution by either the City Council or City Manager, as applicable. For this exception to apply, the following steps must followed:
  - (1) The City Manager, or his designee, shall perform due diligence to determine whether there is more than one possible vendor and shall document said efforts;
  - (2) The vendor shall provide a letter indicating its sole source status; and
  - (3) If the City Manager, or his designee, determines that there is only one supplier or vendor of the construction, repair and maintenance, services, goods, supplies, materials and equipment the City requires, the City Manager, or his designee, is authorized to negotiate and to recommend to the City Council for contacts and purchases in excess of \$50,000, as applicable, a contract with such supplier or vendor to purchase the construction, repair and

maintenance, services, goods, supplies, materials and equipment, at prices or on terms most advantageous to the City. In such a case, the City Manager, or his designee, shall make a written determination that such supplier or vendor is the sole source for such construction, repair and maintenance, services, goods, supplies, materials and equipment. For contracts or purchases between \$25,000 and \$50,000, the City Manager may proceed with the purchase without Council approval if all of the steps outlined herein are met.

(iv) Limited Source Procurement. Contracts for construction, repair and maintenance, services, goods, supplies, materials and equipment that are produced or provided by a specialized supplier or vendor, or where due to compatibility issues with existing equipment a limited source procurement is necessary, may be awarded without engaging in the competitive procurement processes required by this Code and without the adoption of a resolution. For this exception to apply, the following steps must followed:

(1) If the City Manager, or his designee, determines that a specialized supplier or vendor is needed or has been used in the past on a specific project for construction, repair and maintenance, services, goods, supplies, materials and equipment within the special parameters required by the City or pursuant to an overall plan for procurement to achieve improved public service or long term operational efficiencies for the City, the City Manager, or his designee, is authorized to negotiate and to recommend to the Council a contract with such supplier or vendor to purchase the construction, repair and maintenance, services, goods, supplies, materials and equipment, at prices or on terms most advantageous to the City. For contracts or purchases between \$25,000 and \$50,000, the City Manager may proceed with the purchase without Council approval if all of the steps outlined herein are met.

(2) In the case of a Limited Source Procurement, the City Manager, or his designee, shall make a written determination of the basis for the special City parameters or overall plan for procurement to achieve improved public service or long term operational efficiencies for the City and that such supplier or vendor is the single source for such construction, repair and maintenance, services, goods, supplies, materials and equipment.

- (v) Professional Services. Contracts, agreements or memberships in or with trade or professional organizations, lobbying groups, governmental services memberships, and professional services for legal and employment related services shall be exempt from the competitive procurement requirements as shall all employee contracts and hires and agreements with any collection agencies.
- (vi) Emergency Procurements. Emergency procurements pursuant to Section 52.

#### Section 52: Emergency Purchases; Report Required When More Than Twenty-Five Thousand Dollars

In the case of accident or other circumstances creating an emergency where necessary to protect life, the public health and safety, and public property, or in the case of the occurrence of any breakage or loss of equipment, or in other circumstances which could not reasonably be anticipated, whereby in which any necessary regular service of the City is, or is about to be, interrupted or whereby the City will suffer any great or continuing loss, the City Manager, upon the request of the department head, may negotiate an emergency purchase to address any such circumstance restore or maintain such service or to terminate such loss, without advertising for bids engaging in the competitive procurement process and in such amount as may be necessary in the circumstances. In the case of such emergency purchases involving amounts in excess of Fifty Thousand Dollars (\$50,000.00) of more than Twenty-Five Thousand Dollars (\$25,000.00), the City Manager shall, at the next meeting of the Council thereafter, render a full report on the case.

#### Section 58: Public Facility Construction.

The goal of the public construction of City facilities is to deliver public facilities that meet the needs of the citizens and the public employees that use them and that represent sound investments of tax dollars. High-quality, cost-effective design and construction services are key to achieving this goal on each public facility construction project. As part of any proposed new public facility construction project estimated to be in excess of \$500,000, the City Manager shall first propose to the City Council a project management plan for the design, construction and oversight of the project.

The project management plan may either be approved or rejected by a majority of the City Council and the project management plan ultimately approved shall govern the design, construction, oversight and general scope of the project. This plan shall include whether the project will be design-build or whether a general contractor will be utilized. The project management plan shall be approved prior to bidding the project, but may be altered or amended by a majority of the City Council after bidding. The project management plan shall include a schedule,

identify critical issues, outline any risks, estimates of cost, and budget. The project management plan shall provide for the transition of all record drawings, record of contractors and subcontractors, operation and maintenance manuals, training for the proper operation of the facility and equipment, and a record of warranties to City staff.

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

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

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

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

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

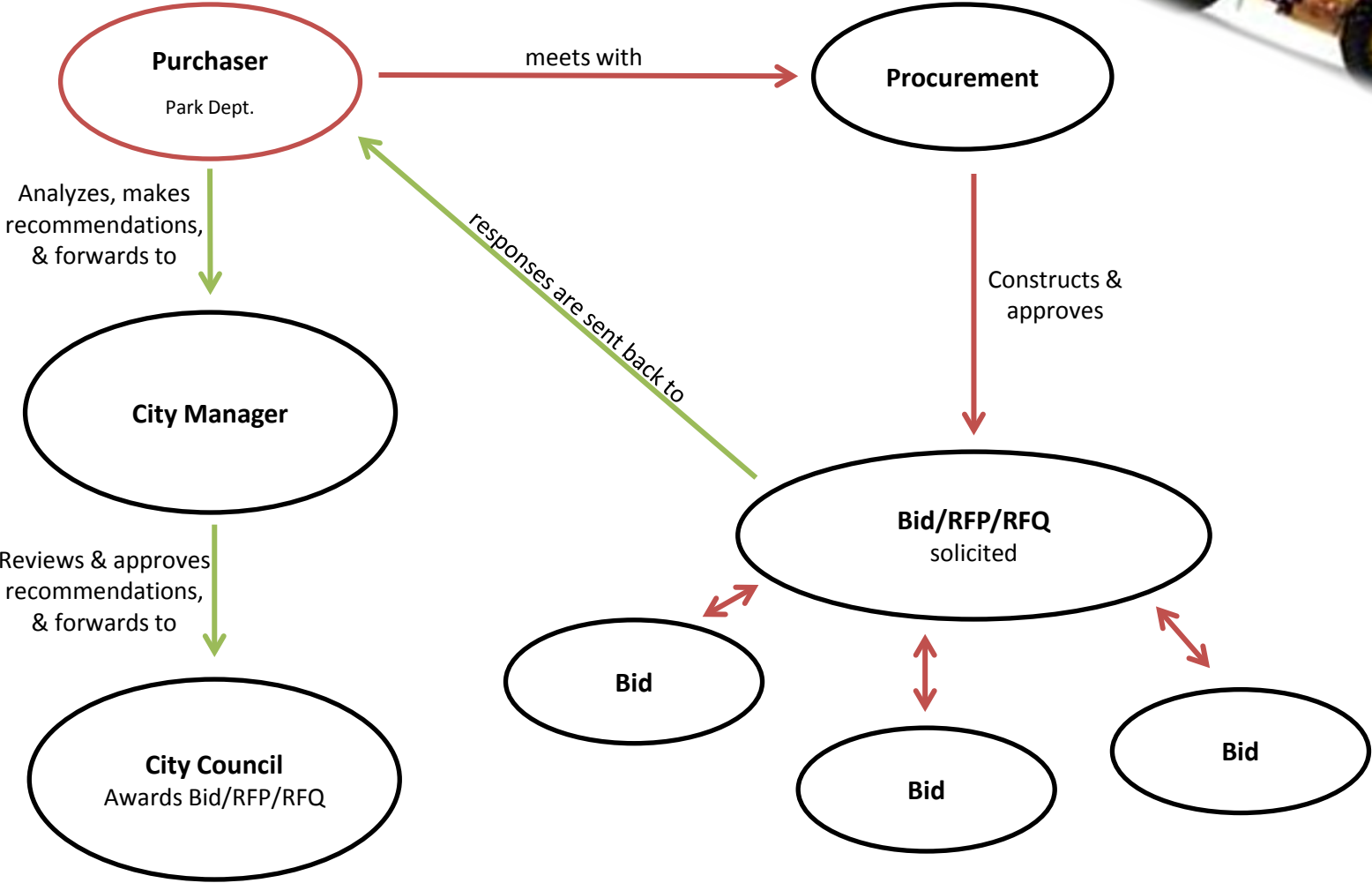
Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

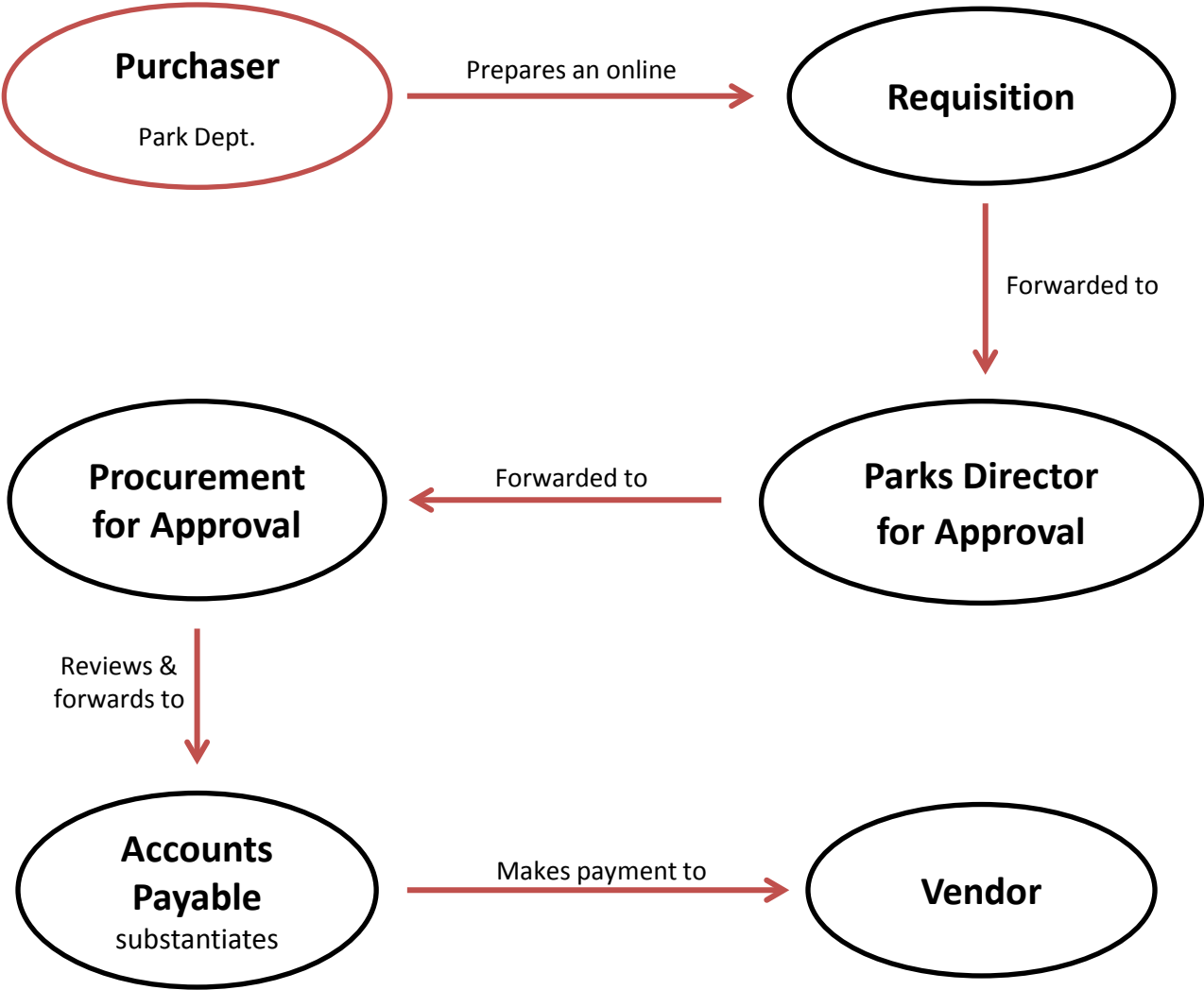
# SAMPLE PURCHASE: ≥ \$50,000

Bucket Loader for Parks





# Sample Process Once Awarded by Council





FOR COUNCIL: December 8, 2014

SUBJECT: Proposed Procurement Ordinance

**RECOMMENDATION/MOTION:** Informational only.

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

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

**BACKGROUND:** Finance has reviewed procurement practices with stakeholders over the last year. It is clear when enforcing current practices that the necessary staff needed to comply with current ordinance language is unavailable and is not likely to be available in the near future. In addition, frustrations voiced by the vendor community are echoed regularly to the City's Procurement Division. Major complaints: bid limits are too low; no bid exemptions for non-biddable items; the cost of proposing to the City is too high; unclear authority, guidelines and procedures for City staff; contract terms need to be decided up front; other communities have higher bid limits, bid exemptions and more autonomy to purchase.

Finance undertook a multi-pronged action plan to resolving procurement issues:

1. Stabilize the Procurement division and understand the inner workings of the procurement cycles.
2. Meet with and interview internal and external stakeholders to understand potential deficiencies.
3. Evaluate complaints for validity and examine current procedures, practices for accuracy and efficiencies.
4. Understand the City's legal parameters and ordinances regarding contracts and procurement.
5. Make and implement recommendations for improvement.

To date Finance has:

1. Hired a seasoned Procurement Manager who has extensive background in city planning, grant administration, and engineering and construction procurement.
2. Developed a Procurement round table meeting to meet with staff and managers involved in the procurement process - to gather data, educate, and vet out procurement concerns.
3. Investigated vendor concerns/complaints to assess where, if any, break downs occurred.
4. Reviewed and evaluated procurement policies of other units of government
5. Collaborated with legal to identify procurement related statutes applicable to the City and revise and clarify City ordinances to include both legal and finance recommendations.

6. Developed a Proposed Ordinance on which City Council can comment.

Proposed Ordinance Revisions will:

1. Be the foundation for the development of new procurement regulations which will be approved by the City Manager.
2. Provide clear lines of authority to execute all procurement transactions increasing efficiencies and transparency.
3. Reduce the amount of formal proposals from vendors and reduce the cost of doing business.
4. Re-focus staff hours on high dollar, complex, procurement transactions.
5. Add more accountability for construction projects.
6. Ensure corporate counsel approves all formal contracts.
7. Raise the City's bid limit from \$10,000 to \$25,000 or .03 percent of the general fund budget.
8. Authorize the City Manager to approve procurement up to \$50,000 after bid requirements have been met - formerly, \$25,000.
9. Provide the authority to make routine payments that are approved in the budget that are not considered biddable: utilities, intergovernmental agreements, health insurance payments, contributions to agencies (CT Transit, CVB) and sole source issues.
10. Provide for specific and clear bid exemptions; currently there is no bid exemptions included in the City ordinances beyond the ability to generally waive the bid process. Specific exemptions for employment and professional services (i.e. legal) and limited source.
11. Add language for Construction Projects requiring the City Manager bring forth a project management plan for projects over \$500,000. Currently there is no such requirement.
12. Clarify the ability to use state bids or other joint purchasing agreements to satisfy bid requirements.
13. Language clarification on defining emergency procurement.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

**FINANCIAL IMPACT:**

Respectfully submitted for Council consideration.

Prepared by:

Patti-Lynn Silva, Finance Director

Recommended by:



David A. Hales  
City Manager

# Procurement Overview

Prepared by

Jon Johnston, Procurement Manager

Patti-Lynn Silva, Finance Director

Jeff Jurgens, Corporate Counsel

# Overview

- Procurement Overview
- Review and Analysis
- Recommendation

# Procurement Overview

- Procurement - purchase of goods, services, commodities, and construction.
- The City's Procurement Division (Under Finance Dept.) office has a staff of 2
- Dedicated to the oversight of City wide procurement  
FY 2014 - \$75 million & >30,000
- Procurement values range from \$20 to \$2,000,000
- We may purchase everything from “clown noses” to chemicals for treating drinking water to building sewers
- “Procurement's” is to serve as an active internal control, strive to provide open and transparent competition & comply with applicable laws and regulations

# Review and Analysis

- Started about two years ago
- Procedures need to be reviewed and updated from time to time
- Supporting this review and evaluation were
  - \* Inputs from “vendors’ supported this direction
  - \* Change in City Management
  - \* Input from City staff
- Major Goals:
  - Review of effectiveness of procurement as an internal control.
  - Implementation of industry best practices by the National Institute of Government Procurement (NIGP).
  - Utilize feedback from others when considering changes
    - Bid limits to low
    - Too expensive to prepare bids for small vendors
    - Ineffective use of staff hours and expertise
    - Unclear authority, guidelines & procedures.

# Review and Analysis

- The review and analysis of the procurement function, regulations, and best practices revealed:
  - The procurement code needs more clarity - confusion at many levels of users
  - Current language is outdated
  - City's bid limit is too low in comparison to peers and the economy (inflation)
  - Unclear lines of authority for contracts
  - Staff time needs to reallocate more focus to high dollar complex procurement
  - More accountability for construction projects is needed
  - Corporation Council needs to review all contracts.



# Review and Analysis Continued

- To work smarter City staff has been conducting regularly scheduled “Round-table” meetings since August 2013 where Citywide staff provides input on procurement and other information is shared. This has provided clarity in identifying shared concerns of procurement concerns with which departments struggle

# Recommendations

- City Manager will execute all contracts only after the Council authorization.
- The bid limit will be raised from \$10,000 to \$25,000 in keeping with the economy - Non Home Rule communities, like Wapella, have a \$20,000 Bid limit
- The City Manager can authorize procurements up to \$50,000 after “bidding” occurs
- The City Manager, in conjunction with the Finance Department, shall establish and/or revise regulations/policies for City procurement.
- The City Manager may sign employment contracts, contracts with employment agencies and tax repayment agreements.
- Bid waiver resolutions are not required for joint purchases, sole or limited source suppliers, professional services & emergency procurements
- City will specify management information on all projects over \$500,000

# Recommendations Continued.

- City Manger has authority to waive bidding and direct payments for routine purchases such as utilities, health insurance premiums, regulatory permits, etc.
- City Manager has authority to procure necessary & compatible, software, public safety equipment, services, commodities, etc., that make financial sense, reduce inefficiencies in a timely manner

# SUMMARY

- Vendors and City Staff have provided great input
- Existing standards have been reviewed and evaluated
- City standards have been measured against “peers” as well as “industry standards”
- Numerous recommendations have been considered, crafted and offered
- Recommendations represent efforts to make City operations more efficient and cost effective

# CONCLUSION

- Staff was tasked to provide a review and offer recommendations that improve the quality of the City  
Residents – Vendors – Staff
- That task has been delivered
- Staff will continue to strive make needed improvements and better the City
- These changes offered will provide the tools needed to provide better and more efficient use of City resources
- Not making needed changes will impede implementing needed improvements