

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, October 27, 2014.

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

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

Aldermen: Judy Stearns, Kevin Lower, David Sage, Diana Hauman, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

Alderman absent: Mboka Mwilambwe.

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

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

Ron Schultz, 1208 E. Oakland Ave., addressed the Council. He recommended that \$500,000 of property taxes which had not been accounted for be added to the Police and Fire Pension Funds. He acknowledged that the Council was trying to address a difficult situation. A prudent return would be nine percent (9%) per year. He cited the growth of these dollars over time. The best use of these dollars was to put them towards pension obligations. This action would assist the citizens. He noted the magic of compounding.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He stated that at the Committee of the Whole meeting held on October 20, 2014 an Alderman was not allowed to question the Joint Meeting held with the Town of Normal on October 21, 2014. He had visited the Attorney General's website. He read from same. Discussions were permitted. He also believed that work on the proposed Fiscal Year (FY) 2016 budget should have started sixteen (16) months ago. The Council needed to address street conditions. The expectation was that \$4 million General Fund dollars per year would be budgeted for streets. The City issued a \$10 million bond issue. He anticipated that \$14 million would be budgeted for street projects. The amount budgeted for street projects were reduced to \$10 million. In reality, the amount spent on streets was less than \$10 million. He believed that the FY 2016 budget only included \$1 million for street projects.

Alton Franklin, 508 Patterson Dr., addressed the Council. He echoed Mr. Schultz's comments. These dollars should be applied towards pension obligations. He cited his

disappointment regarding elected officials disparaging citizens. The Council's responsibility was to be respectful. He expressed his concern regarding the Council's behavior. He recommended that there be detailed discussions. David Hales, City Manager, had provided the Council with the information. Issues should be addressed in a positive light which required personal integrity.

Patricia Marton, 1114 E. Grove St., addressed the Council. She continued to research abusive situations and vulnerable populations. There were agencies in the community, (i.e. PATH, Neville House and Police Department), which provided assistance. She had attended a candle light vigil. Crime continues due to the lack of legislations and tradition. Victims needed a safe place in order to develop self confidence. Businesses needed to have careful rigorous hiring practices. Employers needed to offer mental health training programs. Employees should be subject to discipline.

The following was presented:

SUBJECT: Council Proceedings of October 27, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and, Work Session Minutes of August 11, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the reading of the minutes of the previous Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2104, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on October 23, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Rejection of Bid for Topsoil Processing Machine, (#2015 - 37)

RECOMMENDATION/MOTION: Recommend that the bids for topsoil processing machine be rejected and the bid be reissued.

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. In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: On September 17, 2014, an Invitation to Bid for this project was published in the Pantagraph. An opportunity to view the machine being replaced was offered on September 24, 2014. Questions regarding the bid were sought from the plan holders but none were received by City staff. On October 9, 2014, bids were due in to the City Clerk's Office. No bids were received. All potential bidders on the project's "invitation mailing list" were telephoned by the Procurement Manager to verify that no bids had been submitted by them.

The City intends to rebid the top soil processing machine after making changes to the bid process and specifications package that will hopefully be more attractive to potential bidders. City staff intends to reword the document making specifications more generic and emphasizing that the City will receive and evaluate all variations from the specifications. A comment made by all of the businesses contacted was that if the machine they had to sell did not meet all of the City's specifications they would not respond. The City also intends to conduct a pre-bid meeting prior to the bid opening. Formal pre bid meetings for machinery like this are not usually conducted because vendors do not usually attend meetings for "stock equipment".

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on September 17, 2014. No bids were received by the October 9, 2014 deadline. There were six (6) businesses on the City's Invitation to Bid list for this project were notified.

FINANCIAL IMPACT: This item was labeled a "Dirt Grinder" in the FY 2015 Budget is proposed to be purchased as part of the FY 2015 Capital Lease - Capital Outlay Equipment Other Than Office (40110131 - 72140). The FY 2015 Budget for this item is \$65,000. Stakeholders can find this in Budget Book titled "Other Funds and Capital Improvement Program" on pages 114 and 264.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

Reviewed by: Jon C. Johnston, Procurement Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the bids for the Topsoil Processing Machine be rejected, and the bid be reissued.

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

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

Nays: None.

Motion carried.**The following was presented:**

SUBJECT: Request to Enter into an Early Order Program with Helena Chemical, (the distributor), for Procurement of Syngenta, BASF, Bayer, Nufarm, (the manufacturers), Golf Course Chemicals from a Single Source

RECOMMENDATION/MOTION: Recommend that the Parks, Recreation and Cultural Arts Department be allowed to participate in the Syngenta, BASF, Bayer and Nufarm chemicals “early order discount program” for golf turfgrass management for the 2015 golf season, and grant a bid waiver which identifies Helena Chemical as the local distributor for these products and, the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: City golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4½, (out of 5); star rating which places it alongside only six (6) other courses in the state in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. In 2005, Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State (IHSA) Finals held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, the City need to continue providing quality playing surfaces. One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage. Damage to the playing surface/turf would result in a significant loss of rounds and revenue, while also requiring major dollars to reseed the infected areas. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner. By utilizing preventative chemical applications, the City stays ahead of the diseases and suppresses potential outbreaks before they occur.

Each year Syngenta, BASF, Bayer and Nufarm offer an early order program that allows the opportunity to lock in next year’s prices at discounted rates. Syngenta and BASF are the two (2) primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Bayer and Nufarm products are also widely used in the industry with proven success. Through best practices, the golf course maintenance staff has found the products from these companies to provide the desired effects in order to provide a high level of playing conditions demanded by the golfing public. Helena Chemical has become a valued partner over numerous years of operation. Helena Chemical currently provides products and services to following municipalities and golf courses: Normal, Decatur, Peoria, Springfield,

Champaign, and Quincy. The golf courses at Illinois State University and Crestwicke Country Club also use products through Helena Chemical. Entering into the early order program guarantees the discounted price for any additional products from these manufacturers purchased during 2015. Additionally, by participating in the early order program, the City is offered extended payment terms with payment not due until mid-July on all early order purchases.

Syngenta, BASF, Bayer & Nufarm engage the assistance of local recognized quality turf distributors to assure the delivery, service and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2015, City staff intended to utilize Helena Chemical which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver to each golf course on an as needed basis saving space in the golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for the City over the years to help improve our golf courses.

There is no statewide contract available for the procurement of these chemicals and fertilizers. The deadline to enter this program is before December 8, 2014. While other "turf" chemicals are available, staff's experience is the cost savings realized in the "unit price" of the purchase price are lost as a result of the additional applications that are needed to be as effective as the Syngenta, BASF, Bayer & Nufarm products have proven through field experience. These products provide the weed, fungus and insect free turf that the customers expect to have.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City's Procurement Manager.

FINANCIAL IMPACT: The golf courses annually spend approximately \$200,000 on chemicals and conservatively will realize savings of approximately \$24,000 by participating in this early order program. Funds will be requested for approval in the FY 2016 Budget under Highland Park Golf Course - Other Repair and Maintenance (56406400 - 70590), Prairie Vista Golf Course - Other Repair and Maintenance (56406410 - 70590) and The Den at Fox Creek Golf Course (56406420 - 70590).

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf

Reviewed by: Bobbie Herakovich, Interim Director, Parks, Recreation & Cultural Arts

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the Parks, Recreation & Cultural Arts Department be allowed to participate in the Syngenta, BASF, Bayer, and Nufarm chemicals “early order discount program” for golf turfgrass management for the 2015 golf season, and grant a bid waiver which identifies Helena Chemical as the local distributor for these products and the Mayor and City Clerk to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waiver of Request for Proposal (RFP) for Leaf and Grass Disposal

RECOMMENDATION/MOTION: That the City waive the Request For Proposal (RFP) process for leaf and grass disposal, that staff be granted authority to negotiate leaf and grass disposal with Chris Witte, Bloomington, and that the Request For Proposal (RFP) process for this service be attempted again in FY 2016.

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

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

BACKGROUND: Chris Witte has for some time allowed the City to dispose of grass and leaves on his farm property at the south edge of town. The grass primarily comes from the City’s drop-off facility. Leaves are collected by Public Works crews as a public service. Mr. Witte charges \$3.50 per cubic yard, and City staff believes that fee is reasonable. The volume of materials and fees has increased to the point that a Request For Proposal (RFP) was issued.

An RFP was posted by the City and published in The Pantagraph on September 2, 2014. Proposals were due at 11:00 a.m. on September 24, 2014. The City had proposed in its RFP a two (2) year contract with the ability to renew in subsequent years through April 30, 2016. No RFPs were submitted. Consequently, the City has no place to dispose of its leaves unless an

arrangement can be made with a third party. Mr. Witte has agreed to continue accepting City leaves and grass at the same rate of \$3.50 per cubic yard.

According to Public Works records, the City disposed of approximately 6,400 cubic yards of leaf and grass last year, for about \$22,400. The amount fluctuates based on the year, as an example grass clippings tripled this summer over last to 335 cubic yards.

Staff recommends that the RFP process be waived and that the agreement with Mr. Witte continue. Staff intends to issue an RFP process next year per City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Published in The Pantagraph September 2, 2014. No submittals received by the RFP deadline of September 24, 2014.

FINANCIAL IMPACT: For stakeholders this will be budgeted in the FY 2016 Budget under Solid Waste - Leaf Disposal Fee (54404400 - 70665).

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Rob Henson, Superintendent of Solid Waste

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

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

Motion by Alderman Schmidt, seconded by Alderman Painter that the City continue to negotiate its leaf and grass disposal agreement with Chris Witte, Bloomington, and the RFP for this service be attempted again in FY 2016.

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

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

Nays: None.

Motion carried.**The following was presented:**

SUBJECT: Change Order for West Elevation Tuck Pointing Project Contract, (Bid #2015 - 17), for Bloomington Center for the Performing Arts (BCPA)

RECOMMENDATION/MOTION: Recommend that the Change Order using the unit prices from R.L. Vollintine Construction, Inc. for the west elevation tuck pointing project be accepted, and the Change Order be approved, in the amount of \$10,933, to be paid out of the FY 2015 Budget, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Investing in the City's future through a realistic, funded capital improvement program. To maintain the "envelope" of the BCPA, the City can ensure the protection of the inside and its contents as well as ensuring the longevity of a stable facility

BACKGROUND: The Faithful Gould Report - 2013 stated that *"The exterior wall system was in fair condition noting several instances of deteriorated mortar at joints and spalled brick at the masonry wall, deteriorating sealants at the window and construction joints and deteriorated sealants at the parapet wall caps and termination bar at the base flashing of the roof system."* It became apparent during the tuck pointing work that the west elevation was in much greater deterioration than anticipated especially the top half of the field area and old downspout areas. Staff had made a visual inspection with the naked eye as well as with binoculars and believed the original bid document of square footage for tuck pointing and brick replacement would be sufficient. Once the project was started and staff did an inspection in the lift being used for the work, it was evident more work than the original bid document contained needed to be done while the contractor was still on site. The original amount budgeted for this project was \$65,000 and the bid was \$28,100. Staff requested and received unit pricing for the installation of additional brick, tuck pointing, lift rental and additional insurance and bond costs. The pricing was reviewed and were well within industry standards; the proposal for additional work was accepted.

Staff requests that an additional \$10,933 be used from the FY 2015 Budget in Capital Lease – Buildings (40110131 – 72520)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was placed in The Pantagraph on June 11, 2014. A pre bid meeting was held at the BCPA on June 18, 2014. Three (3) bids were received on July 2, 2014.

FINANCIAL IMPACT: The FY 2015 Budget has \$65,000 budgeted in Capital Lease – Buildings (40110131 – 72520) for this project. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 107 and 114.

Respectfully submitted for Council consideration.

Prepared by: David Young, BCPA Facilities Manager & Event Coordinator

Reviewed by: Tina Salamone, Performing Arts Manager/Director – BCPA
Bobbie Herakovich, Interim Director of Parks, Recreation & Cultural Arts

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 50

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$10,933 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND R.L. VOLLINTINE CONSTRUCTION, INC.

WHEREAS, the City of Bloomington has previously entered into a contract with R.L. Vollintine Construction, Inc. and

WHEREAS, for the reasons set forth in a staff report dated October 27, 2014, while performing the previously contracted for duck pointing work, it became apparent that the west elevation was in much greater deterioration than anticipated; and

WHEREAS, it is the finding of the City Council that the additional work described in the October 27, 2014 memo, namely the installation of additional brick, tuck pointing, lift rental and additional insurance and bond costs to make the necessary and previously unforeseen but related repairs, is in the best interest of the citizens of the City of Bloomington and is germane to the original contract.

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

That a change order in the amount of \$10,933 in the contract between the City of Bloomington and R.L. Vollintine Construction, Inc. be approved.

ADOPTED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the Change Order using the unit prices from R.L. Vollintine Construction, Inc., for the west elevation tuck pointing project be accepted, the Change Order approved, in the amount of \$10,933, to be paid out of the FY 2015 Budget, the Mayor and Clerk City be authorized to execute the necessary documents and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order No. 1 to the Professional Services Agreement with Clark Dietz, Inc. for the Phase 2 Locust CSO (Combined Sewer Overflow) Elimination and Water Main Replacement Project Design

RECOMMENDATION/MOTION: Recommend that the Change Order to the Clark Dietz design contract for the Phase 2 Locust Street CSO Elimination and Water Main Replacement Project be approved, in the additional amount of \$13,188.50, and the Resolution be adopted. The

change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2.b. Quality water for the long term and 5.b. City decisions consistent with plans and policies. Working toward elimination of CSO provides good stewardship and improved quality of life by reducing pollution in our rivers and streams, and also help the City meets its commitment to eliminate CSO under directive from the Illinois Environmental Protection Agency, (IEPA).

BACKGROUND: At the June 10, 2014 Council meeting, Council approved a professional services contract with Clark Dietz in the amount of \$285,355 for the engineering design of Phase 2 Locust CSO Elimination and Water Main Replacement Project. The original scope for this Phase 2 design work included design of sewer lining for existing sewer mains to remain in place within the Phase 2 project limits. However, there had previously been identified existing sewers within the limits of the Phase 1 project that were also candidates for sewer lining, possibly on a City, (non-IEPA loan), sewer lining project. The Phase 2 project will now include an alternate bid option to line existing sewers within the Phase 1 project limits. Sewer lining prices will be evaluated after bid opening to determine the extent of sewer lining to be completed as part of the Phase 2 IEPA loan project. Additional design work also included design of storm sewer to correct a surface drainage problem in the alley between Moore and Warner that was identified after topographic survey work was completed under the Phase 2 design contract. These items were not in the original scope of Clark Dietz's contract for Phase 2 design. Clark Dietz has proposed charges totaling \$13,188.50 to include this additional design in the Phase 2 project plans.

Staff has reviewed the proposed charges for additional design services and found them to be reasonable. The increased design cost is necessary to expand the project scope above that previously approved by Council. To pay Clark Dietz, Inc. for these design scope increases, the current agreement would need to be amended to include the additional \$13,188.50 in design cost, summarized as follows:

Organization	Account	Original Contract	Changer Order #1	Total
Water	50100110-70050	\$109,255		\$109,255.00
Sewer	51101100-70050	88,050	\$6,594.25	\$94,644.25
Storm	53103100-70050	88,050	6,594.25	\$94,644.25
Total		\$285,355	\$13,188.50	\$298,543.50

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting will be held this fall or early winter.

FINANCIAL IMPACT: There are sufficient funds budgeted FY 2015 Budget in Sewer and Storm Water available to cover this change order. For stakeholders, please reference the FY

2015 Budget Book titled "Other Funds & Capital Improvement Program". The Sewer - Engineering Services (51101100 - 70050) budget can be found on page 158 and the Storm Water - Engineering Services (53103100 - 70050) budget can be located on page 168.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

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

Reviewed by: Sue McLaughlin, Interim Deputy City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 51

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$13,188.50 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND CLARK DIETZ, INC.

WHEREAS, the City of Bloomington has previously entered into a professional services contract with Clark Dietz, Inc. for the engineering design of Phase 2 Locust Street CSO Elimination and Water Main Replacement Project and

WHEREAS, for the reasons set forth in the staff report in the October 27, 2014 memo it was necessary to lining existing sewers and drainage improvements to alleys between Moore and Warner St.; and

WHEREAS, it is the finding of the City Council that the work described in the October 27, 2014 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 \$13,188.50 in the contract between the City of Bloomington and Stark Excavating, Inc. be approved.

ADOPTED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the Change Order to Clark Dietz design contract for the Phase 2 Locust Street CSO Elimination and Water Main Replacement Project be approved, in the additional amount of \$13,188.50, and the Resolution be adopted. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Grant Application – Illinois Historic Preservation Agency, (IHPA)

RECOMMENDATION: Recommend that the request for submittal of a \$21,000 grant application to the IHPA be approved to allow improvements and modifications to the Historic Preservation portion of the City's web site.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services and Goal 6. Prosperous Downtown.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost effective service delivery and Objective 6e. Preservation of historic buildings.

BACKGROUND: The mission of the IHPA is to collect, preserve, interpret and communicate the diverse heritage of Illinois, and to educate the public by providing access to historic resources in the state. One way this is accomplished is by providing funding resources to local communities allowing them to enhance a community's ability to collect and ensure access to historical documents, and to educate local residents as to the historical resources within the community.

To this end, the Historical Preservation Commission believed it best to pursue a grant that would invigorate efforts to increase awareness of historical resources in the City and to educate residents on the nature of these resources. Accordingly, funding is being sought to significantly enhance the City's web site devoted to historic preservation, to provide information as to preservation grants available through the City, to provide information as to obtaining Certificate of Appropriateness when undertaking improvements to a building within one of our historic districts, to more fully display and describe the six (6) historic districts within the City, to identify and describe the twelve (12) historic structures in the City, and to allow for the production of up to four (4) vignettes that would provide more in-depth information on individual buildings. Future grant initiatives will be sought to expand this to include all of the historic buildings in the City, and each of the six (6) historic districts, as well as vignettes on the history of the City and perhaps well-known historical residents of and visitors to the City.

While this grant program is available on an annual basis, the City has not taken advantage of the program. It is recommended that if successful, annual grant requests be made to the IHPA to further the efforts of the Historic Preservation Commission and the City.

This is a 70/30 grant, with seventy percent (70%) of the funding provided by the IHPA, and thirty percent (30%) by the City. This is also a reimbursable grant, the City will have to provide for the full \$21,000 in funds for the program, requesting, at project completion, the \$14,700 in reimbursable expenses.

As this was not an anticipate expenditure from the current City Budget, actual expenses will be deferred until the FY 2016 budget which begins May 1, 2015.

COMMUNITY GROUPS/INTERESTED PARTIES CONTACTED: Historic Preservation Commission, McLean County Museum of History, and the City's Staff Planning and Land Development Committee, (SPALD).

FINANCIAL IMPACT: There is no financial impact at this time as this memo is requesting permission to apply for the grant.

Respectively submitted for Council consideration.

Prepared by:

Frank Koehler, Int. ED Coordinator

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the request for submittal of a \$21,000, (state's share = \$14,200 and City's share = \$6,800), grant application to the IHPA be approved to allow improvements and modifications to the Historic Preservation portion of the City's web site.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with the County of McLean for Cost Sharing of the Local Portion of Traffic Signal Improvements at Towanda Barnes Rd. and Fort Jesse Rd.

RECOMMENDATION/MOTION: That the Agreement 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 2.a. Better quality roads and sidewalks and Objective 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: The County of McLean will be bidding a multi-million dollar road construction project on an Illinois Department of Transportation, (IDOT), letting in November 2014 to widen Towanda Barnes Rd. from Fort Jesse Rd. north through Raab Rd. to a five (5) lane urban section. As part of this project there will be some traffic signal work at the intersection of Towanda Barnes Rd. and Fort Jesse Rd. Most of the cost of this project is being paid for using federal funds. There is a local cost share to this project and this Intergovernmental Agreement specifies that the City will pay for half of the local share of the actual final cost for the traffic signal work at this location. This is based on an existing Intergovernmental

Agreement for Traffic Signal Maintenance that specifies the City and County share traffic signal maintenance costs at this location 50/50 since Towanda Barnes Rd. is a County Highway and Fort Jesse Rd. is under City's jurisdiction. The current estimate of the City's share is about \$9,000. The actual amount due will be calculated based upon the work completed at the contract awarded bid prices.

Construction is expected to begin in the spring 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County. This project is included in the approved Transportation Improvement Plan (TIP) for McLean County.

FINANCIAL IMPACT: For this item \$15,000 has been included in the FY 2016 proposed Budget. The funding Funds will be requested for approval in the FY 2016 Proposed Budget out of Capital Improvement - Street Construction and Improvement account (40100100 - 72530).

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

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

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND FORT JESSE ROAD**

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

WHEREAS, the City of Bloomington, hereinafter called "City", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Fort Jesse Road, and;

WHEREAS, Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Fort Jesse Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Fort Jesse Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2015, and shall be performed after April 15, 2015.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for an Intersection Design Study (IDS), the Traffic Signal Design, and Intersection Design. The County will supervise the construction of the project.
5. The Illinois Department of Transportation will take bids and enter into the Contract with the concurrence of the County.
6. The City shall reimburse the County for Fifty percent (50%) of all construction costs associated with the upgrade of signals at the intersection which are not covered by the federal funding for the project as work progresses.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

ATTEST:

Mayor Tari Renner
City of Bloomington

Tracey Covert
City of Bloomington Clerk 10/28/2014

Chairman Matt Sorensen
McLean County Board

Kathy Michael
McLean County Clerk 10/21/2014

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A MASTER AGREEMENT TABLE BLOOMINGTON

MAINTENANCE ENERGY

Loc No.	Intersection	County %	City %	County%	City %	Level
141	Towanda Barnes Rd. Ireland Grove Rd.	50	50	50	50	1
142	Towanda Barnes Rd. General Electric Rd.	50	50	50	50	1
143	Towanda Barnes Rd. Fort Jesse Rd.	50	50	50	50	1
144	Towanda Barnes Rd. Oakland Avenue	50	50	50	50	1
145	White Oak Rd. Dr. Martin Luther King Jr. Dr.	50	50	50	50	1

Approved: September, 2002

Revised: October, 2014

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Illinois Environmental Protection Agency (IEPA) Loan Closeout Documents for Phase 1 Locust Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project

RECOMMENDATION/MOTION: Recommend that the Mayor and City Clerk be authorized to execute the IEPA Locust CSO Elimination and Water Main Replacement Phase 1 loan closeout documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.b. Quality water for the long term and Objective 5b. City decisions consistent with plans and policies.

Working toward elimination of CSO provides good stewardship and improved quality of life by reducing pollution in our rivers and streams, and also help the City meets its commitment to eliminate CSO under directive from the IEPA.

BACKGROUND: In compliance with IEPA's policy for control of CSO, the City developed a Long Term Control Plan, (LTCP), to identify CSO locations as a tool to work towards elimination of CSO within the City's sewer system. Of the seven (7) CSO locations originally identified, the only remaining locations are at Maizefield Ave., Locust St. and Colton Avenue. A draft report has been completed for the Maizefield CSO location which has identified solutions for eliminating that CSO. The Colton Ave. CSO is located just downstream from the Locust St. CSO, which are both CSO outlets to the same sewer shed. The Colton CSO has been closed with sandbags since October 2009 and will continue to be monitored until the Locust CSO elimination work is completed and both CSO locations may be removed from the IEPA list. Phase 1 construction which involved a multiphase project to eliminate the Locust CSO was recently completed. Federal stimulus funds were available for this project; terms of the Phase 1 project State Revolving Fund, (SRF), loan included 1.25% interest on a twenty (20) year repayment schedule and principle forgiveness of \$1,362,016 on the sewer loan and \$728,233 on the water loan.

In order for the IEPA to continue the process for closeout of the Phase 1 loan, there are documents the City must sign and return. Those documents include the following:

1. Certificate Regarding O&M (Operation & Maintenance)
2. Release of Liability, Obligations and Claims

The City meets the requirements of the "Certificate Regarding O & M" through trained sewer maintenance crews, and maintaining records that include manufacturer's information, as-built drawings, and reference manuals. The "Release of Liability, Obligations and Claims" may be provided because the City has final waivers of lien on file in the project records.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

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

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

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Painter that the Mayor and City Clerk be authorized to execute the IEPA Locust CSO Elimination and Water Main Replacement Phase 1 loan closeout documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement with Applied Controls, Inc., (ACI) for HVAC (Heating Ventilating & Air Conditioning) Controls Services at the US Cellular Coliseum (USCC)

RECOMMENDATION/MOTION: Recommend that the Agreement with ACI for HVAC Controls Services at the USCC 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.

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

BACKGROUND: The City sought proposals for HVAC controls system services for the USCC on May 30, 2014. The original Request for Proposal (RFP) was rejected and the Council authorized the staff to negotiate a contract with ACI to perform the services.

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

The contract negotiated by staff represents eighty (80) hours of technical labor with a not to exceed cost of \$15,440 plus required parts (estimated \$5,000).

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

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

Respectfully submitted for Council consideration.

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

Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON
CONTRACT WITH APPLIED CONTROLS, INC. FOR
HVAC CONTROLS SERVICES FOR THE USCC**

THIS AGREEMENT, dated this ____ day of October, 2014, is between the City of Bloomington (hereinafter "CITY") and Applied Controls, Inc. (hereinafter "APPLIED CONTROLS").

WHEREAS, the CITY sought proposals for controls system services for the U.S. Cellular Coliseum HVAC system on May 30, 2014; and

WHEREAS, no awards were made under the initial RFP and the City thereafter authorized the City Manager to negotiate and enter into a contract with Applied Controls, Inc., as a sole source vendor, to provide the services.

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. APPLIED CONTROLS shall furnish eighty (80) hours of onsite technical labor for building automation system maintenance and calibration services at the U.S. Cellular Coliseum. APPLIED CONTRACTORS shall send two people to be on site as required during the month of October 2014 and two people two weeks in a row, unless otherwise agreed to by the City and with the understanding that said weeks might be separated. The personnel from APPLIED CONTROLS will have experience with Johnson Controls digital control systems and one or both will have experience with the particular site. Hereinafter, these services shall be collectively referred to as "the Work".

Section 3. Incorporation of Proposal Terms. The provisions of the proposal submitted by APPLIED CONTROLS, shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by APPLIED CONTROLS. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 4. Payment & Term. For the Work performed by APPLIED CONTROLS, the CITY shall pay APPLIED CONTROLS as follows:

- (a) Eighty (80) hours of technical labor based upon 10 hour days on site for a total not to exceed cost of \$10,960.00 (\$10,400 straight time, billed at \$135.00 hour, and \$560.00 of overtime, billed at \$165.00 per hour). No double time per hour shall be included and no Sunday work is expected;
- (b) Truck charges at \$100.00 per truck per day (two trucks will be used) at a total not to exceed cost of \$800.00;
- (c) Travel to site charges based upon 2.5 hours each way per truck for a total not to exceed cost of \$2,600.00;
- (d) Meals based upon and not to exceed \$60.00 per person per day, for a total not to exceed cost of \$480.00;
- (e) Lodging based upon and not to exceed \$75.00 per person, per day, for a total not to exceed cost of \$600.00;
- (f) Budgeted parts required (Johnson parts shall be at list price less 50%) for a total estimated cost of \$5,000. However, parts will be billed based upon what is used.

APPLIED CONTROLS shall submit monthly invoices for its services that detail the work performed and expense. Upon receipt of a proper invoice, payment will be due 30 days thereafter. For any invoice, the CITY may require supporting documentation for items identified before making payment.

Section 5. Prevailing Wage. This Contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 6. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by APPLIED CONTROLS’s failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within APPLIED CONTROLS’S control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 7. Indemnification. To the fullest extent permitted by law, APPLIED CONTROLS shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with APPLIED CONTROLS’s operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY’s agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY’s officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 8. General Liability Insurance. APPLIED CONTROLS shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, as set forth within the Invitation to Bid, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. APPLIED CONTROLS hereby represents it is legally able to perform the work.

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

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

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

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

APPLIED CONTROLS, INC.

By: Tari Renner
Its Mayor

By: Vicki L. Kostrzewa
Its President

ATTEST:

By: Tracey Covert
City Clerk

By: John E. Kostrzewa
Its Secretary

Motion by Alderman Schmidt, seconded by Alderman Painter that the Agreement with ACI for HVAC Controls Services at the USCC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Settlement and Release Agreement - US Cellular Coliseum (USCC) and Pepsi Ice Center Parking Garage (PICPG)

RECOMMENDATION/MOTION: Recommend that the Settlement and Release Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner and 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: At the September 15, 2014 Special Council Meeting, the Council agreed to a mediation settlement of outstanding claims regarding the exhaust system at the USCC and construction issues with the PICPG. A formal settlement agreement has now been drafted and agreed to by the parties and is being formally submitted for approval by the Council. The major terms of the settlement are as follows: (i) the parties will pay the City \$795,000 in settlement of the outstanding claims; (ii) the City releases the parties of all claims, including past, current and future claims; (iii) the pending arbitration will be dismissed with no admission of liability by any party; and (iv) the parties will be prevented from disparaging one another on issues that were either raised or could have been raised in the arbitration.

Payments are being held in trust by the City's Legal Counsel on this case and will be dispersed upon approval and execution by all parties on or before November 15, 2014, (this includes the first payment by Johnston Contractors, Inc.)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is effective as of September 30, 2014, by and between the **City of Bloomington (“City”); Brisbin Brook Beynon Architects (“BBB”); Stadium Consultants International (“Stadium”); The Mitchell Partnership (“TMP”); Cretex Companies, Inc. (“Cretex”); IPC, Inc.; (“IPC”); Johnston Contractors, Inc. (“Johnston”); Losch Engineering Corp. (“Losch”); Mid Illinois Mechanical, Inc. (“MIM”); CH2M Hill (“Hill”); and Yolles Structural Engineers (“Yolles”)** who are each a “Party” to this Agreement and who are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the City filed a Demand for Arbitration (“Demand”) with the American Arbitration Association on April 10, 2014 alleging construction defects at the U.S. Cellular Coliseum and Pepsi Ice Center Parking Garage as more fully set forth in the Demand and Mediation Statements filed under Case No. 011400001278 joining BBB, SCI, Johnston, IPC, Cretex and MIM as Parties to the Arbitration (“Arbitration Action”); and

WHEREAS, Yolles, Hill, TMP and Losch participated as additional parties to a two day Mediation on September 9 and 10, 2014 and are further participating as additional parties under this Agreement; and

WHEREAS, all Arbitration and all Mediation parties executed a Memorandum of Understanding dated September 10, 2014 outlining the terms of settlement and mutual general releases to be entered into under this Agreement; and

WHEREAS, it is the express intent of the Parties to completely and forever settle any and all claims that have been made by the Parties or could have been made by the Parties and all issues and disputes between and among them related to the Project, the Building, the Design and Construction Contracts, for the U.S. Cellular Coliseum and Pepsi Ice Center Parking Garage.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing Recitals are incorporated into this Agreement and shall be deemed an integral part of the Agreement.

2. The Parties understand and agree that this Agreement is in the nature of a settlement and compromise of disputed claims. This Agreement is not to be construed as an admission of fault or liability on the part of any Party hereto, which fault or liability is expressly denied.

3. The Parties agree that they will not make any disparaging, denigrating, demeaning or untrue statements about the other Party or any person associated with the other Party, including any officer, director, member, consultant, expert, or legal representative of the other Party with respect to any of the issues raised, or which could have been raised in this arbitration action.

4. On or before October 20, 2014, BBB, SCI, IPC, Cretex, Johnston, Losch, MIM, Hill, TMP and Yolles shall pay the aggregate sum of \$795,000.00 to the City (the "Mediation Settlement Payment") as follows:

a.	IPC, Inc. and Cretex (including \$50,000 from Losch)	\$350,000
b.	MIM	\$100,000
c.	BBB and SCI (including \$75,000 from TMP)	\$175,000
d.	Yolles/Hill	\$ 85,000
e.	Johnston	\$ 85,000
Total		\$795,000

Notwithstanding the above, Johnston shall make three (3) equal payments of \$28,333.33, the first of which shall be due on October 20, 2014, the second on or before January 19, 2015, and the third on or before April 20, 2015

5. Except for the obligations set forth in this Agreement, effective upon payment of the Mediation Settlement Payment to the City, the Parties (and each of them), for themselves and for their direct and indirect parents, subsidiaries, affiliates and related corporations, and all of their respective officers, directors, partners, partnerships, agents, servants, employees, consultants, attorneys, sureties, insurers, reinsurers, members, predecessors, successors and assigns, hereby fully and unconditionally release and discharge each and every other Party and their direct and indirect parents, subsidiaries, affiliates and related companies, and all of their respective officers, directors, partners, partnerships, agents, lenders, servants, employees, consultants, attorneys, sureties, insurers, reinsurers, members, predecessors, successors and assigns, from any and all known and unknown claims, counterclaims, actions, rights, obligations, agreements, demands, back charges, losses, costs, damages, expenses, debts, liabilities, and causes of action whatsoever, whether direct or indirect and whether in tort, contract or otherwise, known and unknown, including any and all past, present and future claims, arising out of, or in any way related to, or in any way connected with, the Project, the Building, the Design and Construction Contracts, the U.S. Cellular Coliseum and the Pepsi Ice Center Parking Garage. This Agreement shall be binding upon all Parties. This Agreement and the foregoing mutual release language shall not prejudice the rights of any participating party to seek reimbursement from any non-participating insurer or non-participating party.

6. Within fourteen (14) days after the delivery of the Mediation Settlement Payment, and provided all tendered checks have cleared their respective banks, the Parties shall jointly move to dismiss, with prejudice, the Arbitration Action with all Parties bearing their own attorneys' fees, costs and expenses. The Parties shall cooperate and execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary to the performance of their obligations to cause the dismissals to be filed and to take effect.

7. The Parties warrant and represent that they have each knowingly and voluntarily entered into this Agreement following consultation with their respective legal counsel, and participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8. In entering into this Agreement, each Party has relied solely upon its own investigation of the facts and not upon any communication or conduct of whatever kind or nature of any person, entity or Party in connection with the decision to enter into this Agreement.

9. This Agreement supersedes all prior and contemporaneous negotiations, agreements, discussions and writings, and constitutes the entire Agreement between the Parties.

10. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision of the Agreement. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of the affected Parties. No failure or delay in enforcing any right hereunder will be deemed a waiver. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

11. The provisions of this Agreement shall be deemed severable from each other, and if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.

12. There are no intended third-party beneficiaries of this Agreement and no third-party shall be entitled to rely on any provision of this Agreement.

13. Each Party represents and warrants that the person signing this Agreement on its behalf has the authority to do so and thereby to bind it to this Agreement. The Parties represent and warrant that: they had not heretofore assigned or transferred or purported to sell, assign or transfer to any person or entity not a Party hereto, the whole or any part or portion of its claims, demands, liabilities, damages, causes of action, rights, remedies, judgments,

awards, obligations, costs, expenses, and fees which are being released hereunder. Each other Party warrants and represents that: (1) it owns and holds all rights, title and interest in and to the claims, demands, liabilities, damages, causes of action, rights, remedies, judgments, awards, obligations, costs, expenses, and fees that are the subject of the waivers and releases it has given in this Agreement and (2) it has not heretofore assigned or transferred or purported to sell, assign or transfer to any person or entity not a Party hereto, the whole or any part or portion of its claims, demands, liabilities, damages, causes of action, rights, remedies, judgments, awards, obligations, costs, expenses, and fees which are being released hereunder.

14. The Parties agree that this Agreement shall be governed in accordance with the laws of Illinois, excluding its choice of law provisions. Additionally, the parties expressly affirm that all rights and obligations regarding this settlement are governed solely by the terms of this Agreement and each expressly waives the application of 735 ILCS 5/2-2301(2014) entitled "Settlement."

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Photocopies, facsimiles or PDF's of executed copies of this Agreement may be treated as originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of September 30, 2014.

City of Bloomington

Cretex Companies, Inc.

By: Tari Renner
Title: Mayor

By:
Title:

Mid Illinois Mechanical, Inc.

IPC, Inc.

By:
Title:

By:
Title:

Johnston Contractors, Inc.

Brisbin Brook Beynon Architects

By:
Title:

By:
Title:

Losch Engineering Corp.

Yolles Structural Engineers

By:
Title:

Stadium Consultants International

By:
Title:

The Mitchell Partnership

By:
Title:

CH2M Hill

By:
Title:

By:
Title:

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petitions from TGFP, LLC for Approval of Utility, Pedestrian and Sanitary Sewer Easement Dedications in Lot 3 of the Resubdivision of Lot 2 of Illinois Power Company Subdivision, (Golwitzer Commercial Sub.), and Utility and Pedestrian Easements in Lot 1 of the Illinois Power Company Subdivision, (Pony League)

RECOMMENDATION/MOTION: Recommend that the Dedications be approved and the Ordinances passed.

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

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

BACKGROUND: On September 12, 2005, Council approved a Preliminary Plan for the Golwitzer Commercial Subdivision. The required public improvements, including sanitary and

storm sewers and water mains, were subsequently constructed by the developer. As a final plat has not yet been submitted for this subdivision, the proposed easements will allow the City to maintain the existing utilities built in 2006 and make provisions for future pedestrian accommodations along the north property line.

McLean County Pony Baseball has worked closely with the developers of Golwitzer Commercial Subdivision in allowing the extension of utilities and drainage improvements to mutually benefit both properties. The proposed easements will allow the City to maintain the existing utilities built in 2006 and make provisions for future pedestrian accommodations along the north property line.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: TGFP, LLC and McLean County Pony Baseball, Inc.

FINANCIAL IMPACT: None. All survey, plat and recording costs are paid by the petitioner.

Respectfully submitted for Council consideration.

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

Reviewed by: Kevin Kothe, PE, City Engineer

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

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

PETITION FOR DEDICATION OF EASEMENTS

State of Illinois)
)ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES TGFP, LLC, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibit "A" attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the dedication of the Permanent Utility Easement, the Pedestrian Easement and the Sanitary Sewer Easement and upon approval of the Petition, dedicates same to the City of Bloomington, McLean County, Illinois, as noted on an Easement Plat dated May 5, 2014 prepared by Farnsworth Group, Inc.

WHEREFORE, your Petitioner prays that the Permanent Utility Easement, the Pedestrian Easement and the Sanitary Sewer Easement be dedicated.

Respectfully submitted,

TGFP, LLC, Petitioner

By: David Goldwitzer
Its Manager

ORDINANCE NO 2014 - 104

AN ORDINANCE PROVIDING FOR THE DEDICATION OF PERMANENT UTILITY EASEMENT, PEDESTRIAN EASEMENT AND SANITARY SEWER EASEMENT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the dedication of a Permanent Utility Easement, a Pedestrian Easement and a Sanitary Sewer Easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in which case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said Permanent Utility Easement, Pedestrian Easement and Sanitary Sewer Easement as requested in this case.

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

1. That the Permanent Utility Easement, Pedestrian Easement and Sanitary Sewer Easement as shown on the attached Easement Plat, are hereby dedicated.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT "A"

Lot 3 in the Resubdivision of Lot 2 in the Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat thereof recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

LEGAL DESCRIPTIONS**Permanent Utility Easement:**

The South 10 feet of the North 20 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

Pedestrian Easement:

The North 10 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

Sanitary Sewer Easement:

The East 15 feet of the West 50 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office, except the North 20 feet thereof and except the South 279.25 feet thereof.

PETITION

State of Illinois)
)ss.
County of McLean)

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

NOW COMES TGFP, LLC, an Illinois Limited Liability Company, by and through its attorneys, LIVINGSTON, BARGER, BRANDT & SCHROEDER, and Petitions the City of Bloomington, a Municipal Corporation, to accept the Utility Easement and the Pedestrian Easement, as shown on the attached Easement Plat dated April 12, 2013 prepared by Farnsworth Group.

In furtherance of this Petition, there is attached hereto a copy of a Quit Claim Deed executed by McLean County Pony Baseball, Inc., the record titleholder to the property described therein, by which it transfers to the City of Bloomington, a Municipal Corporation, the two easements referred to in the preceding paragraph hereof. As well, said Quit Claim Deed transfers to TGFP, LLC the Drainage Easement show on said Plat. The original executed Quit Claim Deed has been delivered to the City Clerk simultaneously with the filing of this Petition.

WHEREFORE, TGFP, LLC, an Illinois Limited Liability Company, requests that the City of Bloomington, a Municipal Corporation, accept the dedication the Utility Easement and the Pedestrian Easement and approves same by the adoption of the Ordinance tendered herewith and by the recording of the Quit Claim Deed.

Respectfully submitted,

TGFP, LLC, an Illinois Limited Liability Company

By : William C. Wetzel
Its Attorney

ORDINANCE NO. 2014 - 105**AN ORDINANCE ACCEPTING DEDICATION OF EASEMENTS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition requesting that the City of Bloomington accept the Utility Easement and the Pedestrian Easement as shown on the Easement Plat attached to the Petition dated April 12, 2013 and being legally described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and it is appropriate for the City of Bloomington to accept said Easements.

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

1. That the dedication of the Utility Easement and the Pedestrian Easement set forth on the attached Easement Plat dated April 12, 2013 is hereby accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage.

PASSED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT "A"

Utility Easement: The North 25 feet of the following described property: Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds West 200.25 feet; thence South 87

degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 46 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

Pedestrian Easement: The North 10 feet of the following described property: Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds West 200.25 feet; thence South 87 degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 46 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

PIN: 22 – 18 – 200 - 003

Motion by Alderman Schmidt, seconded by Alderman Painter that the Dedications be approved and the Ordinances passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Review of the Request Submitted by KSTT, LLC Requesting Approval to Reinstated Preliminary Plan for the Business Park at Nord Farms for the Property Located South IL Rt. 9 at the Intersection of Mitsubishi Motorway, consisting of approximately 36.34 acres, (PS-04-14)

RECOMMENDATION/MOTION: Recommend that Preliminary Plan for the Business Park at Nord Farms be reinstated.

STRATEGIC PLAN LINK: Goal 3 Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3d. Expanded retail businesses. The reinstatement of the Preliminary Plan allow an existing business in this subdivision to to expand and encourage the growth of nearby new businesses.

BACKGROUND: The land subject to the reinstatement of the Preliminary Plan is located on the south side of IL Rt. 9 and Mitsubishi Motorway. The Preliminary Plan for this subdivision has expired and needs to be reinstated which will enable petitions for final plats. If the reinstatement of the Preliminary Plan is approved, the owner intends to expand his storage business to the west.

PLANNING COMMISSION: The reinstatement of the Preliminary Plan was before the Planning Commission for a public hearing and review on October 8, 2014. The petitioner spoke and explained what has already been developed and his desire for expansion. No one else from the public spoke in support or in opposition to the petition. The Planning Commission voted to recommend approval of the request by a vote of 7 - 0.

Staff reviewed the request and concluded there are no issues with the reinstatement and supports same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Notices were mailed to approximately twenty-six (26) property owners within 500' of the subject site. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: There should be no financial impact on the City revenues upon approval of the reinstatement. Once the petitioner requests approval of a final plat and his business is expanded there should be a slight increase in property and sales tax revenues.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the Preliminary Plan for the Business Park at Nord Farms be reinstated.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from St. Ivans, LLC, Requesting Approval of a Final Plat for the First Addition St. Ivan's at Fox Creek, commonly located at St. Ivan's Court south of Fox Creek Rd.

RECOMMENDATION/MOTION: Recommend that the Final Plat be approved and the Ordinance passed.

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

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

BACKGROUND: This subdivision is located north of Fox Creek Country Club Subdivision, west of Heritage Estates Subdivision, south of Fox Creek Rd. and east of Monica Ln. The Final Plat is in conformance with the Second Revised Preliminary Plan approved by Council on May 29, 2012. The parcel is located south of the existing St. Ivan's at Fox Creek Subdivision.

In accordance with the Annexation Agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. All public improvements for this subdivision have been accepted and the one (1) year warranty period has elapsed, no performance bond is required for this subdivision and no outstanding punchlist exists.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: St. Ivans, LLC and Shive-Hattery.

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

Respectfully submitted for Council consideration.

Prepared by: Anthony J Meizelis, P.E., Civil Engineer I

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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 St. Ivans, LLC, an Illinois limited liability company 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 First Addition to St. Ivan's at Fox Creek Subdivision, Bloomington, Illinois.
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 other than permitted by the Preliminary Plan and/or Annexation Agreement.

WHEREFORE, your petitioners respectfully prays that said Final Plat for the First Addition to St. Ivan's at Fox Creek subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,
ST. IVANS, LLC
By: Snyder Properties Trust, Member

By: Stephen W. Snyder
One of its Trustees

ORDINANCE NO. 2014 - 106**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FIRST ADDITION TO ST. IVAN'S AT FOX CREEK 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 First Addition to St. Ivan's at Fox Creek 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 other than permitted by the Preliminary Plan and/or Annexation Agreement; 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 First Addition to St. Ivan's at Fox Creek 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 27th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A**LEGAL DESCRIPTION****First Addition to St. Ivan's at Fox Creek Subdivision**

A part of Outlot 8 in St. Ivan's at Fox Creek in the City of Bloomington, according to Doc. #2006-19857 in the McLean County Recorder of Deeds, McLean County, Illinois, located in the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows:

Beginning at the Northeast corner of said Outlot 8;

Thence South 01 Degrees 07 Minutes 17 Seconds East 287.76 feet along the said East line of St. Ivan's at Fox Creek to the Northeast corner of the Fifth Addition to Fox Creek Country Club (Doc. #98 - 16606);

Thence South 88 Degrees 52 Minutes 43 Seconds West 330.00 feet along the North line of said Fifth Addition to Fox Creek Country Club;

Thence North 01 Degrees 07 Minutes 17 Seconds West 275.00 feet along the East line of Lot 5 in said Fox Creek Country Club;

Thence North 66 Degrees 10 Minutes 12 Seconds East 33.06 feet;

Thence North 88 Degrees 52 Minutes 43 Seconds East 299.51 feet to the Point of Beginning, containing 94,766.67 square feet (2.175 acres) more or less.

Motion by Alderman Schmidt, seconded by Alderman Painter that the Final Plat be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Grove Subdivision – Memorandum of Understanding (MOU) & Agreement

RECOMMENDATION/MOTION: Recommend that the MOU & Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; 2a. Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: At the August 25, 2014, Work Session, City staff outlined a number of options regarding future development at the Grove Subdivision. Since that Work Session, staff has continued to work with the developers and is now proposing a Memorandum of Understanding be adopted to ensure clarity of the rights and responsibilities of the parties regarding the construction of a nature trail at the subdivision and notice requirements for future improvements.

To avoid the additional expense to the City of installing a pedestrian underpass at Kickapoo Creek Rd., and as a result of the trail most likely being used as a nature path, the MOU provides that no pedestrian underpass will be required to be constructed by the developers. However, the developers will be required to grade the pedestrian path as shown on the Preliminary Plan, specifically including up to and level with Kickapoo Creek Rd. The developers will also be required to construct retaining walls to address the vertical grade difference.

To assist the City plan for any other future obligations, the MOU requires the developers to annually, on or before October 1st of each year, provide written notice of all known and anticipated City expenditures that may be required under the applicable Annexation Agreement for the next fiscal year and any time in between. Outside of this annual report, the developers will also be required to provide written notice any other time it becomes known that future development is planned and a possible future expense created for the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Grove on Kickapoo Creek, LLC, McLean County Unit District 5 and Farnsworth Group.

FINANCIAL IMPACT: The October 1st date will assist City planning for any other future obligations, the MOU requires the developers to annually, on or before October 1st of each year to provide written notice of all known and anticipated City expenditures that may be required under the applicable Annexation Agreement for the next fiscal year and any time in between.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

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

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

Recommended by:

David A. Hales
City Manager

**GROVE SUBDIVISION
MEMORANDUM OF UNDERSTANDING & AGREEMENT**

This Memorandum of Understanding and Agreement (hereinafter, "Memorandum of Understanding") is made and entered into on this 13th day of October, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as "City" and Eastlake, L.L.C., herein referred to as "Owner".

WHEREAS, on September 26, 2005, an Annexation Agreement (hereinafter, "Agreement") for development of certain land, subsequently annexed as The Grove on Kickapoo Creek (hereinafter, "Subdivision"), which was entered into by and between the City and, among others, Eastlake, L.L.C.;

WHEREAS, Eastlake, L.L.C. remains the Owner of certain undeveloped land subject to the Agreement, including certain land west of Kickapoo Creek Road;

WHEREAS, the Preliminary Plan and Amended Preliminary Plan, related to the Subdivision, reflect a certain bike/pedestrian path west of Kickapoo Creek Road (hereinafter, "Extended Pedestrian Path"); and

WHEREAS, since the approval of the Agreement, the parties have disputed whether the Agreement and related documents require the Owner to install a pedestrian underpass at Kickapoo Creek Road (hereinafter "Underpass"), adjoining the Extended Pedestrian Path to the Subdivision east of Kickapoo Creek Road; and

WHEREAS, the Underpass is not required as a term of the Agreement, Preliminary Plans, or Amended Preliminary Plans; and

WHEREAS, there are other requirements within the Subdivision that may in the future require the City to expend funds, but nothing within the Agreement that requires advance notice to the City; and

WHEREAS, to avoid future disputes, the parties desire to enter into this Memorandum of Understanding to memorialize the parties obligations related to the Underpass and providing notice under the terms of the Agreement.

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

Section 1. Recitals. The recitals sets forth above shall be incorporated herein to this Section 1 of this Memorandum of Understanding as if fully stated herein.

Section 2. Underpass & Pedestrian Path Obligations. The City acknowledges and affirmatively states that the Owner, its Members, successors and assigns (hereinafter collectively referred to as, "Owner"), have no obligation to construct or financially contribute to an Underpass, whether now or in the future, connecting the Extended Pedestrian Path to the Subdivision east of Kickapoo Creek Road. However, the parties acknowledge that the Owner shall have the following obligations:

- (A) The Owner, at its sole cost and expense, will grade the pedestrian path as shown on the Preliminary Plan and Amended Preliminary Plan, up to and level with Kickapoo Creek Road;
- (B) The Owner, at its sole cost and expense, will construct any necessary retaining walls required because of the vertical grade difference associated with the pedestrian path and grading up to the elevation of Kickapoo Creek Road.

The parties further agree that upon completion of the Extended Path, the City shall take ownership thereof, and be responsible, both financially and otherwise, for paving, if desired, and maintaining the Extended Path, and that Owner shall have no further or additional obligations related thereto. Furthermore, in the event the City shall later determine the Underpass is necessary or convenient, it shall be solely responsible for all costs of the Underpass, including, but not limited to, the costs of engineering, re-grading, and installing the Underpass, including costs for labor and materials.

Section 3. Notice. The Owner will annually, on or before October 1 of each year, provide written notice of (1) all known and anticipated City expenditures that may be reasonably required under the terms of the Agreement, or any other related documents, and (2) any intended and anticipated subsequent Addition to the Subdivision for the next fiscal year. The parties recognize that it is not always possible to foresee all required expenditures. As a result, and in addition to the notice provided above, Owner shall provide the City with reasonable written notice, upon becoming aware of same, of any unforeseen item(s), requiring, or likely to require, an additional expenditure by City. The notice required hereunder shall be based upon information reasonably available to Owner in the course of development and/or construction, and shall not result in any greater, further or additional duty, by Owner to City. The notices set forth herein shall be by both regular and certified mail, sent to the direction of the Director of Public Works at 115 East Washington Street, Bloomington, Illinois 61702, and the City Manager, at 109 E. Olive Street, Bloomington, Illinois 61702.

Section 4. Severability. It is hereby expressed to be the intent of the parties to this Memorandum of Understanding that should any provision, covenant, agreement, or portion of this Memorandum of Understanding, or its application to any person (defined to include any corporation, limited liability company, governmental unit or individual) or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Memorandum of Understanding, and the validity, enforceability, and application to any person or property shall

not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Memorandum of Understanding to the greatest extent permitted by applicable law.

Section 5. Entire Agreement. Except for the Annexation Agreement governing the parties, this Memorandum of Understanding and Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Memorandum of Understanding.

Section 6. No Third Party Beneficiaries. No claim as a third party beneficiary under this Memorandum of Understanding by any Person shall be made, or be valid, against the City or Owner.

EXECUTED and ADOPTED this ____ day of October, 2014, at Bloomington, Illinois.

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

By: Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

EASTLAKE, LLC by its Members

IUVO CONSTRUCTION, LLC

ATTEST:

Its:

KAISNER CORPORATION

ATTEST:

Its:

DOUD BUILDERS, INC.

ATTEST:

Its:

CORE III, LLC

ATTEST:

Its:

FRANKE III, LLC

ATTEST:

Its:

ARMSTRONG CONSTRUCTION CO.

ATTEST:

Its:

Alderman Stearns expressed her concerns and requested clarification. She stated that there was no agreement to build an underpass by the developers.

Jeff Jurgens, Corporation Counsel, addressed the Council. There was no specific requirement for an underpass on this street. He restated that there was nothing in writing.

Alderman Stearns questioned if there were other underpasses. David Hales, City Manager, addressed the Council. There was an underpass on Black Oak Blvd.

Alderman Stearns expressed her concern regarding failure to build an underpass and the creation of a difficult crossing along Kickapoo Creek Rd. She questioned if a traffic signal was needed. Mr. Hales noted that there would be a nature trail. School children would be able to use sidewalks to gain access to the nature trail.

Alderman Stearns restated that one (1) underpass would be built. Mr. Jurgens had spoken with the City's engineering staff. A traffic signal was not warranted.

Mayor Renner noted that there was no assumption that the City would build an underpass.

Motion by Alderman Schmidt, seconded by Alderman Lower that the MOU & Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary document.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement with Microsoft Software Enterprise for License Renewal

RECOMMENDATION/MOTION: Recommend that the payment to CDWG, Inc. for the 2014 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, be approved, in the amount of \$147,576.83, 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. Microsoft software licenses, (PC/Server operating systems, enterprise databases, office productivity software, etc.), are used by staff within every City department supporting daily operations of the City. As such, it is a critical component of achieving the high level of customer service the City strives for.

BACKGROUND: The City has historically participated in an EA with Microsoft Corporation for the use of all of its Microsoft licenses. These licenses include desktop and server operating systems, enterprise databases, office productivity software, network management software and terminal emulation software used to provide desktop application services across some of the City's slower WAN, (Wide Area Network), links. Participation in the EA agreement provides

version updates to all software, support, training and transition rights to software when computer hardware is replaced.

Costs for the previous five (5) years of Microsoft EA licensing were:

FY2013	\$112,044.64
FY2012	\$100,609.64
FY2011	\$91,689.08
FY2010	\$105,595.37
FY2009	\$107,787.77

The 2014 payment is higher as a result of Microsoft's price increases and a transition from a device licensing model to a user licensing model. Under the device licensing model, Microsoft now requires a license for every possible device from which a user might access network resources. With today's users accessing information, (i.e. emails, files, applications, websites), from desktop PC's, laptop PC's, smart phones, tablets and even home computers, staff research proved that licensing costs would have risen much higher than the proposed \$147,576.83. Under a user licensing model, each user may access network resources from any number of devices, controlling costs to some degree.

The Microsoft EA is a three (3) year agreement, with licensing costs being spread across all three (3) years. However, there are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City is able to participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract, under which the State of Illinois has negotiated with Microsoft for lower licensing costs, (Contract: Illinois Microsoft EA Agreement, CMS2595580). The Microsoft reseller selected to manage the state's contract is CDWG, Inc., Vernon Hills, IL. As such, the City may only participate in the Microsoft EA by purchasing through CDWG.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The \$147,576.83 has been budgeted in the FY 2015 Budget under Information Services - Repair/Maintenance Office and Computer Equipment (10011610 - 70530). Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 164.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Reviewed by: Alexander McElroy, Asst. to the 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

Alderman Lower stated that constituents had made him aware of potential cost savings as there was increased competition. He encouraged City staff to research additional information, (i.e. SolidOffice.com).

Scott Sprouls, Information Services Director, addressed the Council. This item involved the renewal of a long standing agreement with Microsoft. He acknowledged that there were other vendors. He addressed open source items. Other items had been returned to Microsoft. He cited the following considerations: available resources, cost efficiency, compatibility, etc. City staff did not have the expertise. Staff productivity was key. City staff looked at other solutions as the City had a variety of services and other resources.

Motion by Alderman Lower, seconded by Alderman Hauman that the payment to CDWG, Inc. for the 2014 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, be approved, in the amount of \$147,576.83, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Cooperative Agreement for Constructed Wetland Near Lake Bloomington

RECOMMENDATION/MOTION: Recommend that authorization be granted to build a treatment wetland on City property near Lake Bloomington and the Cooperative Agreement with The Nature Conservancy (TNC) be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Providing quality basic services and Goal 2. Upgrade City infrastructure.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery and Objective 2b. Quality water for the long term.

BACKGROUND: TNC along with the Environmental Defense Fund, McLean County Soil and Water Conservation District and the City are partners in a Conservation Innovation Grant (CIG) that aims to improve water quality in Lake Bloomington. One of the major practices staff is trying to implement in the watershed is the installation of constructed wetlands, to remove nitrates from agricultural drainage tile water. The City is using USDA, (US Department of Agriculture), conservation programs to finance construction of the wetlands on private lands.

The Coca Cola Company (Coke) has an ongoing relationship with TNC, as part of Coke's environmental sustainability initiatives. Coke provided funding to build a tile drainage treatment wetland, and some City owned property near Lake Bloomington is a candidate site. The City operates a tile drainage research field on privately owned property and has some constructed wetlands on City property in a contiguous parcel to the proposed Coke wetland.

The proposed wetland is in line with the City's goals of improving source water quality and as an outreach tool for watershed protection efforts. Coke and TNC will provide all of the funding for the wetland construction and monitoring equipment, and TNC staff will perform monitoring. The Water Department may improve access to the site with existing, budgeted, funds if warranted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The landowner of the tile research property was contacted for permission to transport construction equipment on his lane. The McLean County Soil and Water District participated in project discussions.

FINANCIAL IMPACT: None to minimal. TNC and Coke will provide all of the funding for construction and monitoring equipment. If needed, existing budgeted Water Department funds will be used to improve access to the site or to improve the ability of the area to serve as outreach tool.

Respectfully submitted for Council consideration.

Prepared by: Richard M. Twait, Superintendent of Water Purification

Reviewed by: Brett Lueschen, Interim Director of Water

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. There would be a brief presentation which would assist the Council and public's understanding. The goal was to keep nitrates and other farm land fertilizers out of the water treatment process. He noted future costs.

Rick Twait, Water Purification Superintendent, addressed the Council. This item requested the Council's permission to enter into an agreement to construct a wetland which would address nitrates in the surface water supply. He addressed issues, problems and solutions. The City would need a large treatment facility. The plan was to address the issue at the source. One option was constructed wetlands. The exciting work was done in partnership. He addressed the Mackinaw Drinking Watershed Project. There would be a cooperative agreement to diminish nitrates at the source. The demonstration site would be located on private land. Coca Cola had established a global sustainability project. The City would work with the private land owners. The wetland would be built on City property along Money Creek. Only agricultural tile drainage would be routed to the constructed wetland. He believed that this approach would be successful. The agreement addressed who would provide what. The cost to the City would be minimal. The Council was provided with a photograph of a wetland located at Evergreen Lake. Wetlands provided wildlife habitat.

Mr. Hales questioned the cost to remove nitrates. Mr. Twait estimated the cost of a fixed ion exchange in excess of \$5 - \$6 million. The goal was to minimize the cost, (i.e. \$1 million). He cited waste disposal issues. Ion exchange created a brine solution. There were no sewer facilities at the Water Treatment Plant. The City has been able to control nitrate levels. He cited the reliance on agricultural programs.

Alderman Stearns questioned the number of acres involved. Mr. Twait cited 43,000 at Lake Bloomington and 26,000 at Evergreen Lake. He wanted to address the entire watershed. Wetlands represented one (1) tool. There were other options, (i.e. a suite of tools).

Alderman Schmidt had seen wetlands. She noted Mr. Twait's excitement and interest in water management. Mr. Twait stated that it took a team to address this issue.

Alderman Painter noted that this was a proactive approach. It involved a public/private partnership and was forward thinking.

Motion by Alderman Schmidt, seconded by Alderman Hauman that authorization be granted to build treatment wetland on City property near Lake Bloomington and the Cooperative Agreement with The Nature Conservancy be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Re-Bid, Evergreen Lake Spillway Bridge Superstructure Replacement, (Bid #2015 – 22)

RECOMMENDATION/MOTION: Recommend that the Bid for Evergreen Lake Spillway Bridge Superstructure Replacement be awarded to Stark Excavating, Inc., the prices accepted, in the amount of \$994,816.60, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The Evergreen Lake Spillway Bridge, built in 1968, is currently under a load limit posting of seventeen (17) tons due to deficient structural components in the bridge deck. The Illinois Department of Transportation, (IDOT), has placed the bridge on a six (6) month inspection interval. To correct those deficiencies it is necessary to remove the existing bridge deck and replace it with a new precast pre-stressed concrete deck beam superstructure. Construction plans have been developed by Hanson Professional Services, Inc., Springfield, IL, for this work.

This project was originally bid in July 2014, a lone bid was received, from Stark Excavating, which was seventy-seven percent (77%) over the engineer's estimate. That bid was rejected by Council on August 11, 2014 and staff was authorized to re-bid the project.

Rejected bid	Stark Excavating, Inc.	\$985,457.20
Original engineer's estimate		\$556,809.00

The project was then re-advertised in August 2014. In order to ensure that contractors were aware of the project, staff made direct contact with contractors in Peoria and Springfield to make notification of the project. Additionally, six (6) separate project notification service companies requested plans, these companies notify contractors of projects that are out for bid.

Hanson Engineers also revised their estimate of cost for the project to \$807,681. The original engineer's estimate was based on an evaluation of recent similar IDOT project costs. Construction over a municipal water supply reservoir and spillway may have additional risk that is non-typical to other IDOT projects, leading to higher cost.

Bids for re-bid of the Evergreen Lake Spillway Bridge Superstructure Replacement Project were received until 1:30 p.m. on Thursday, September 4, 2014, when a lone bid was again received and opened in the office of the City Clerk. The bid tabulation is Attachment 1 and summarized as follows.

Stark Excavating, Inc.	\$994,816.60
Engineer's Estimate	\$807,681.03
Budget	\$650,000.00

The total price bid by Stark Excavating exceeds the revised engineer's estimate by twenty-three percent (23%).

Without another contractor bid to substantiate the Stark bid, City staff sought a third party engineer to provide an estimate of cost to compare to the Stark bid. Staff contacted Collins Engineers, Inc., Chicago, IL, to provide an independent cost estimate. Collins utilized two (2) methods for estimating the cost of this work. First they utilized a method similar to that used by Hanson in which they collected IDOT awarded bid prices for the previous twelve (12) months and applied the quantities of this project to an average of those IDOT prices. That method yielded an estimate of \$721,187, however these were low bid awarded prices. Collins methodology for an engineer's estimate would be to increase that calculated amount by twenty to twenty-five percent (20-25%) which would make their IDOT based estimate \$901,484. The second Collins' method was to use actual prices from a recent IL Rt. 64 bridge project they worked on which was very similar to the Evergreen Bridge. Utilizing those actual bid prices, Collins obtained an estimate for the Evergreen Bridge of \$968,954.

The Collins estimates are summarized as follows:

IDOT 12 mo. average awarded prices x 1.25%:	\$901,484
IL 64 project prices:	\$968,954

Because the Collins estimates more closely agree with the Stark bid, staff now recommends the prices be accepted and the project awarded to Stark Excavating.

The contract completion date is May 15, 2015. The contract is subject to Section 108.09 of the IDOT Standard Specifications which allow for deductions of \$1,025 per calendar day for failure to complete the work on time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The McLean County Highway Department and McLean County Parks Department were consulted regarding construction schedule.

Public notice of the bid was published in the Pantagraph on August 15 and 22, 2014. A lone bid was received by the September 4, 2014 deadline.

FINANCIAL IMPACT: The difference of \$344,816.60 will be transferred from the budget in Water Purification - Water Plant Construction (50100130 - 72590) to Water Transmission & Distribution - Street Construction and Improvement (50100130 - 72530). The scope of work for the Electrical and Building capital project has changed allowing for funds from this project to cover the additional need to complete the Evergreen Lake Spillway Bridge project. Stakeholders can find the \$650,000 budgeted for this project in the FY 2015 Budget Book titled "Other Funds and Capital Improvement Program" on pages 138, 280, and 143.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Brett Lueschen, Interim Water Director

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

David Hales, City Manager, addressed the Council. He noted Greg Kallevig's, Project Engineer, efforts regarding this project.

Alderman Lower cited his familiarity with this item. He had viewed the damage and believed that there would be future issues/costs.

Motion by Alderman Hales, seconded by Alderman Schmidt that the Bid for Evergreen Lake Spillway Bridge Superstructure Replacement be awarded to Stark Excavating, Inc., the prices accepted, in the amount of \$994,816.60, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Presentation by Hanson Professional Services Inc. Regarding the Streets Master Plan

RECOMMENDATION/MOTION: Presentation only.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective manner; 2a. Better quality roads and sidewalks; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On July 14, 2014, Council approved a contract with Hanson Professional Services to perform a Streets Master Plan which will develop a strategy for prioritizing capital improvements: resurfacing, maintenance, major improvements and expansions to the transportation system. These are projects such as the future Hershey Rd. extension and Hamilton Rd. alignment from Bunn to Commerce.

The Streets Master Plan will include an in-depth evaluation of twenty-five (25) transportation improvement projects. The proposed projects will be selected through community input, including a resident survey and a public meeting.

Hanson's presentation will describe the Streets Master Plan process and outline potential projects for consideration for detailed analysis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The master planning process will include public outreach.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

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

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works

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

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He introduced Kurt Bialobreski, Engineer with Hanson Professional Services, Inc. The Council would select the projects. Hanson's staff would address methodology, the objective process and ranking priorities.

Kurt Bialobreski, PE, PTOE with Hanson Professional Services, Inc., addressed the Council. The presentation had been updated and also included project sheets. Additional information had been provided. He planned to present an overview of the process. Ranking priorities would involve the Council and public. Stakeholder input would include metrics and projects. Twenty-two (22) projects had been identified but this was not a final list. Council input was needed. The scope included twenty-five (25) projects. The goal was to obtain Council feedback by mid November, then schedule a public meeting. Objectives would be created and the projects would be data driven. Mr. Bialobreski addressed metrics and safety. Adverse travel would include a twenty (20) year transportation plan. A variety of costs were included in life cycle costing. Street projects would coordinate with underground infrastructure improvements. The Council needed stakeholder input. There would be public surveys to rank projects.

Mr. Bialobreski addressed project selection. He noted that there would be twenty-five (25) projects which addressed pavement, cross sections and alignments. In addition, Council and input and stakeholder involvement were key. He addressed types of projects: maintenance, reconstruction and new alignment. A list of projects was presented. North of IL Rt. 9, six (6) projects were cited. South of IL Rt. 9 and east of US 150, seven (7) projects were cited. South of IL Rt. 9 and west of US 150, eleven (11) projects were cited. He noted the role of pavement condition data. A schedule was presented: Council feedback regarding project selection – November 10, 2014; Public meeting – November 17, 2014; Council approval of project list – December 2014; Results presentation – spring/summer 2015. This would kick off the City's twenty (20) year capital plan with objective criteria.

Mr. Hales cited Hamilton Rd. from Bunn to Commerce. The City did not receive a TIGER grant and this project remained unfunded. Mr. Bialobreski noted that this project was listed under south of IL Rt. 9, east of US 51. The information contained in the Streets Master Plan could be used to pursue grant dollars. The City could consider various funding options.

Alderman Sage questioned the useful life of a road and/or bridge. Mr. Bialobreski noted that each project would be placed on equal footing. Alderman Sage noted that the unit cost measure included the useful life. He expressed his hope that the Council would be

provided with quantitative information to assist with the Council's project ranking. Mr. Bialobreski stated that the Council would be presented with a clean slate, (no data). The Council would act as users of the system. All worthy projects would be vetted. Alderman Sage noted that the final list would include twenty-five (25) projects. Mr. Bialobreski believed that the Council's consensus would represent the big picture. Hanson would provide a cost benefit ratio.

Alderman Schmidt requested that Hanson's presentation be put on the City's web site for citizen input.

Alderman Fruin questioned which City projects would be eligible for other funding sources. Mr. Bialobreski noted that a cost benefit analyses must be provided. The City would know if it had a good project.

Alderman Lower expressed his interest in general traffic counts. Mr. Bialobreski added that pavement condition was another consideration.

Alderman Stearns questioned the return rate for a survey which would be included with the City's water bills. Mr. Bialobreski hoped for 300 – 800 surveys. The data would be analyzed and reported to the Council.

Mr. Hales added that Hanson would also look at maintenance practices, (i.e. crack filling). Consideration would be given to road longevity. He recalled the Public Safety Committee's discussion regarding McLean County's road plan. Past plans would be reconsidered with updated information. Changes and alignments would be questioned. He hoped there would be opportunities. He cited the Traffic Improvement Plan's recommendations. The City has struggled to keep up its existing streets. The Council would assist with prioritization. There would be a comprehensive look at City streets in their totality. The City may need to borrow money. Hanson's staff would provide assistance and start the prioritization process. This was an important project.

The following was presented:

SUBJECT: Resolution Communicating City of Bloomington Priorities, Issues and Needs to the Illinois Department of Transportation, (IDOT)

RECOMMENDATION/MOTION: Recommend that the Resolution be adopted.

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

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

BACKGROUND: At the October 13, 2014 Council meeting, City staff and the Council discussed desired projects that fall under jurisdiction and funding of IDOT. As discussed, staff

now returns to the Council with a Resolution that would formalize the Council's position on needs and the desire that IDOT move forward to meet these needs. Staff will formally present this material to IDOT as part of the public input process that IDOT is undertaking for its *Multi-Year Program FY 2015-2020*.

Staff has also reached out to other interested groups and institutions, especially in regard to proposed rerouting of US Rt. 150/IL Rt. 9 out of a west side neighborhood. Groups and institutions such as District 87 Bloomington School District and the Bloomington Education Association were encouraged to formally make their positions known to IDOT.

Following are projects, issues and concerns contained in the Resolution and the rationale for them.

Rerouting US Rt. 150/IL Rt. 9

Members of the Council, City staff and the Bent School teachers and administration strongly disagree with the current routing of US Rt. 150/IL Rt. 9 along Lee St. from Empire St. to Locust St. The City believes this routing is detrimental to neighborhood character and public safety and that the routing poorly serves the trucking industry as well. Rerouting this section to US Business 51 on Center St. would be fairly inexpensive and an easily achieved improvement. The Main St. Feasibility Study also recommended the reroute. Locust would be converted to two-way traffic from Lee St. to Main St. to accommodate the change.

Rerouting as proposed would have a limited cost. The City would then assume responsibility for Lee St. and would repurpose it as pedestrian friendly collector street with potential for multi model uses, including bike lanes.

Veterans Parkway and IL Rt. 9

1. IDOT has budgeted \$2.5 million for a traffic congestion mitigation phase one engineering study. This project has been budgeted by IDOT in the past but not enacted. The Veterans/IL Rt. 9 intersection has high use and high rate of vehicle collisions. Its configuration is outdated both in terms of traffic design and needs to accommodate the traffic load. The City is urging the state to proceed with haste in addressing the intersection.
2. The City desires advanced preemption capabilities to improve response time of emergency vehicles traveling through the intersection.
3. Adaptive Traffic Signal Control (ATSC) should be installed. This dynamic traffic system would enable the signals to better respond to the traffic conditions of a given moment. It would be especially helpful for seasonal peak times such as weekend shopping traffic near Christmas.

Resurfacing on US Rt. 150 (Clinton St.) US 51N (Center St.) north of Downtown and Elsewhere

Resurfacing is overdue on US Rt. 150 as a whole but especially on Clinton St. The City urges IDOT to give high priority to Clinton St. and to engage in resurfacing of all routes through the City more often than it does currently. The City also urges resurfacing of US 51 on N. Center St. north of the Downtown. This project is complicated by poor subbase, which is believed to be responsible for premature failure of a 2011 IDOT resurfacing.

UPS on IL Rt. 9

The City believes traffic signals should be equipped with Uninterruptible Power Supply (UPS) along IL Rt. 9:

- On the west side: from Mitsubishi Motorway to Hinshaw Ave.
- On the east side: from Towanda Ave. to Towanda Barnes Rd.

Hamilton Road Extension

The City's transportation system is hampered by its limited east-west arterial streets. This is especially the case along southern portions of the City. Over the years, the City has expended great resources to improve and extend Hamilton Rd. along the south. The City's traffic systems would be greatly improved with the Hamilton Rd. extension on the southeast side, from Bunn St. to Commerce Pkwy. This extension would produce positive economic impacts as well as improved travel.

The current estimate for this project is \$14.5 million, which is well beyond the financial capabilities of the City alone. The City was unsuccessful in gaining a federal TIGER grant to assist with funding. City Council and staff request that the state consider assisting with this project.

Truck Route Cooperation

The City would further request better coordination and collaboration with IDOT on truck routing. Trucks periodically are routed by the state on to residential streets that seem nearly incapable of accommodating the trucks. This is especially true of the Lee St. portion of US 150/IL 9. Trucks have at times become stuck for hours. Better coordination with the City would create better travel for the trucking industry while also alleviating problems in residential neighborhoods.

FAU and FAS Funding information: As an informational item, the Council should be made aware of how federal money applies to the local transportation system. Federal transportation money is distributed by population and is categorized as FAU, (Federal Aid Urban), and FAS, (Federal Aid Secondary). The local share of the funds is channeled to an area body, in our case, the McLean County Regional Planning Commission. Bloomington, Normal, county and state governments have representation on two (2) committees that decide upon projects. Funds are somewhat limited, the tradition has been to bundle funds and rotate distribution so that major work may be achieved. This year, Normal used \$2.3 million on Northtown Rd., which does not seem to have direct benefit to Bloomington. However, previously, the money went to Hamilton Rd. in south Bloomington, with no immediate benefit to Normal. The next major project will

benefit McLean County and the City and Normal. That project entails a \$4.5 million widening of Towanda Barnes Rd. from Fort Jesse Rd. to Raab Rd. Towanda Barnes will be widened from two (2) lanes to five (5) lanes and signalized. A future possible use would be the Hamilton Rd. extension from Bunn St. to Commerce Pkwy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact at this time.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 52

A RESOLUTION IDENTIFYING PRIORITY ILLINOIS DEPARTMENT OF TRANSPORTATION PROJECTS

WHEREAS, the City of Bloomington is a home-rule municipality within the State of Illinois; and

WHEREAS, at the City Council has reviewed various projects that fall under the jurisdiction and funding of the Illinois Department of Transportation ("IDOT"); and

WHEREAS, the City Council has determined that there are five projects that are within the scope of IDOT's jurisdiction and that are a high priority to the City; and

WHEREAS, the five projects identified herein are deemed by the City Council to be necessary to meet urgent and critical needs of the City; and

WHEREAS, the City Council finds it to be in the best interests of the City that staff focus its efforts with IDOT on the projects identified within this resolution and respectfully requests

that IDOT additionally make such identified projects a priority for the State of Illinois and its Department.

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

1. That the above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.

2. That the City Council hereby respectfully requests that IDOT give priority and attention to the following projects within the City:

- (1) **Rerouting U.S. Route 150/IL Route 9**: The current routing of U.S. Route 150/IL Route 9 along Lee Street from Empire Street to Locust Street is detrimental to the neighborhood character and public safety. It also poorly serves the trucking industry. Accordingly, rerouting this section to U.S. Business 51 on Center Street would be fairly inexpensive and easily achieved. This would involve converting Locust to two-way traffic from Lee Street to Main Street to accommodate the necessary rerouting.
- (2) **Veterans Parkway and Illinois Route 9**: Substantial improvements are needed to the intersection at Veterans Parkway and Illinois Route 9. The City requests that IDOT move forward with the traffic congestion mitigation phase one engineering study that has been budgeted in the past. Advance preemption capabilities to improve response time and adaptive traffic signal control are also necessary for public safety.
- (3) **Resurfacing of U.S. Route 150 and US 51**: Resurfacing on U.S. Route 150 is substantially overdue and in need. The City also urges resurfacing of US 51 on N. Center St. north of the Downtown. Other state routes are also in need of resurfacing on a more frequent schedule.
- (4) **Hamilton Road Extension**: An extension of Hamilton Road on the southeast side, from Bunn Street to Commerce Parkway, is necessary to improve the east-west arterial streets within the City. This would have a substantial economic impact, but the project is estimated to cost \$14.5 million. Accordingly, the City seeks the assistance of IDOT in completing the project.
- (5) **Truck Route Cooperation**: Improved coordination and collaboration with IDOT on truck routing is a priority of the City. For example, trucks are periodically routed by IDOT into residential streets that seem nearly incapable of accommodating the trucks. Improved coordination with the City would create better travel for the trucking industry while also alleviating problems in residential neighborhoods.

3. This Resolution shall become effective immediately upon its passage and approval as required by law.

ADOPTED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. A minor change had been made to this item. Resurfacing of US 51, (Center St.), north of the Downtown had been added.

Jim Karch, Public Works Director, addressed the Council. He noted that Hamilton Rd., Bunn to Commerce was listed. Intelligent traffic signal design was also included.

Motion by Alderman Black, seconded by Alderman Hauman that the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed 2014 Estimated Tax Levy

RECOMMENDATION/MOTION: Recommend that the Council adopt the estimated 2014 Property Tax Levy in the amount of \$23,719,066.

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

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

BACKGROUND: According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than twenty (20) days prior to the adoption of a final tax levy.

35ILCS 200/18-85 requires said estimate be compared to the prior year extension and if a five percent (5%) increase exists then a public notice and a public hearing must occur.

In addition, the tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December, this year the date would be December 30, 2014. Therefore, the adoption of the 2014 Tax Levy Ordinance should be placed on the Council's November 24, 2014 meeting agenda. In addition, it is staff's goal to abate any taxes at this same meeting. The City must abate all debt service payments needed to keep the bond and interest portion of the levy flat. These payments will be made from other services.

There are three (3) components of the property tax formula that affect an increase or decrease in real property taxes. The dollar amount requested by the City or any of the other overlapping tax districts, the amount of the final Equalized Assessed Value, (EAV), which is one third of the properties assessed value, and the tax rate which is generated by dividing the levy by the EAV:

$$\text{Tax formula:} \quad \frac{\text{Dollar Levy}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its estimated tax levy based on a preliminary EAV which is an estimate and subject to the appeals process. The final EAV will be completed by January 1, 2015. The tax rate generated is later applied to individual property owner's tax bills on April 1, 2015 and bills are mailed on May 1, 2015.

This year the City is requesting \$23,719,066 which is projected to result in a lower tax rate than last year. Depending on what happens to the City's final EAV, real property owners could receive a slight decrease in property taxes levied by the City.

2014 Tax formula Estimate	\$23,719,066	
(Preliminary EAV):	<u>\$1,802,822,457</u>	1.3157%

Expenditures related to the property tax levy are primarily related to pension funding and operating costs for public safety and the Bloomington Public Library.

COUNCIL COMMITTEE BACKGROUND: A preliminary discussion of the 2014 Tax Levy was held at the October 20, 2014 Committee of the Whole meeting.

FINANCIAL IMPACT/ANALYSIS: The Council adopted the tax levy last year with only a slight increase for the Library of \$33,233 for a final levy of \$23,219,066. The City Manager and

Finance Director recommend the Council adopt the tax levy estimate of \$23,719,066 which increases the overall levy by \$500,000. *This increase will be solely dedicated to fund the Police and Fire Pensions.*

Staff has created the three (3) exhibits to facilitate Council's decision making process over the next twenty (20) days. The Exhibit 1 depicts the recommendations and allocation for the 2014 Tax Levy. Exhibit 2 is the proposed addition to the tax levy for the pension funding ordinance. Exhibit 3 is the estimated impact to the taxpayer.

Respectfully submitted for Council consideration.

Prepared by: Patti – Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item. Dollars would be earmarked for pensions. Individuals would see a slight decrease to their property tax bill.

David Hales, City Manager, recommended approval of the estimated tax levy. The increase dollars to the property tax levy would be directed towards the Police and Fire Pension Funds. The City needed to increase pension funding by \$6 million. He noted the City's Pension Funding Policy. The final vote on the Property Tax Levy would be in November/December 2014.

Mayor Renner believed that the bond rating agencies would view the estimated property tax levy favorably.

Alderman Black cited the various tax increases that were approved last year.

Patti-Lynn Silva, Finance Director, addressed the Council. She cited the Amusement Tax and the local Motor Fuel Tax, (MFT). If both of these taxes were repealed, the Council would need raise \$2.2 million in revenue. She had prepared a handout which showed the owner of a \$156,000 home would pay an additional \$46 in property taxes.

Alderman Black expressed his interest in eliminating these recently approved taxes and returning to the property tax. He cited constituent feedback that supported a return to the property tax.

Ms. Silva noted that the local MFT was .04 per gallon. Collection of this tax began in August 2014.

Alderman Lower expressed his opinion that pensions should have been funded in the past. He had not changed his opinion. The Council needed to set priorities. The Council needed to consider the bond rating agencies viewpoint. Citizens were paying taxes and ancillary expenses. He cited his and his constituents' opinions. Taxes needed to be reduced and these dollars would be circulated in the local economy.

Alderman Stearns questioned how to maximize current revenue. The question should not be how to gain more revenue. A major employer was making changes. The City was in a fortunate position. It could raise the tax levy and there would be no change to the property tax bill. The City had the opportunity to lower property taxes. These dollars belonged to the citizens. The tax levy should remain flat. Property taxes were high and abusive in her opinion. These dollars would be spent in the local economy. She noted that this was the estimate. She did not want to see higher property taxes.

Alderman Sage requested clarification. Based upon the projection, citizens' tax bills would decrease. The City stood alone compared to the other taxing districts. He expressed his interest in suggestions regarding the City's obligation to fund Police and Fire Pensions. This increase was a small amount. He believed that there was majority support on the Council to fund pensions.

Alderman Black raised two (2) questions: procedure and next steps. Ms. Silva stated that the Council must adopt an estimate tax levy which would sit for twenty (20) days prior to adoption of a final property tax levy. The Property Tax Ordinance would be adopted in November/December 2014. The tax levy was not being increased by five percent (5%) or more, therefore the Truth in Taxation Notice and Public Hearing would not be required.

Mr. Hales added that the City was not good at capturing new growth. The City had not captured property taxes from new growth. He cited the increased costs to provide City services. The City needed to capture dollars through the tax levy to cover the cost of City services. He encouraged the Council to think about same.

Alderman Lower cited the City's and state's tax burden. He questioned if the EAV, (Equalized Assessed Value), was clear and properly allocated.

Mr. Hales addressed property taxes and the public schools reliance on same due to reduced state aid. The City's share of a property tax dollar was thirteen cents (.13) on the dollar.

Ms. Silva acknowledged that the overlapping tax districts would increase property taxes by eleven to twelve percent (11 – 12%). The City aggregate property tax rate was lower than other Central IL communities. Property taxes equaled twenty-five percent (25%) of General Fund revenue.

Motion by Alderman Painter, seconded by Alderman Schmidt that the proposed tax levy be adopted as the estimate of \$23,719,066 for the 2014 Tax Levy.

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

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

Nays: Aldermen Lower, Stearns and Black.

Motion carried.

The following was presented:

SUBJECT: Removal of Barrier on W. Jefferson St. at Allin St.

RECOMMENDATION/MOTION: Recommend that the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: In 1997, the City blocked off the 700 block of W. Jefferson St. at the Allin St. intersection, creating a dead end on the block. The measure responded to drive-by shootings and a fire bombing in the 700 block. Conceptually, it ended the ability to drive by and reduced crime opportunities of those from outside the neighborhood. Symbolically, it represented a City and a neighborhood determined to confront trouble brought upon the neighborhood. The barrier created by the dead-ending is a grassy area with a sidewalk. It is adjacent to Friendship Park.

More than two (2) years ago, City officials began advocating for removal of the barrier. In the opinion of staff, the barrier has become an obstacle to serving the residents for the Police, Fire and Public Works Departments.

The barrier allows people to congregate in significant numbers, creating a safety concern for the neighborhood. This can occur late into the evening, after the adjacent Friendship Park is closed. Removal of the barrier does not solve west side crime issues; the Police Department never inferred that it would. However, removal prevents late evening congregations of people and it provides the police with better ability to respond to incident reports in the area at all times of the day. The barrier hampers police response to emergencies.

For the Fire Department, the issue involves access. The narrow street and dead-end stop complicates the response to and clearing of fire and ambulance calls. Large vehicles have to reverse out of the street. The dead-end does not provide space for these vehicles to turn around. While public discussion has included removal of on street parking, staff believes this would be a detriment; not all residents have off-street parking. Also, removal of parking would not solve the issue of inability to turn around.

Public Works also has large vehicles, including garbage and recycling trucks and snow plows. The department has similar difficulty providing service to the residents.

Public responses and public hearing: The City has facilitated a large amount of public input on this topic and related issues. It took feedback through two (2) public meetings this year and mail-in and online surveying. The Council held a public hearing on September 22, 2014. Residents have divided opinions on whether the barrier should be removed or should remain and have made these known at public meetings.

Three residents spoke at the Council's public hearing. As documented in the Council's September 22, 2014 Proceedings, one resident spoke in favor of removal, one opposed it and another discussed the divided opinions on the issue.

Responses to the City survey did not generate enough sampling to draw a conclusion as to how the public opinion, by percentage, is actually divided. It invited poll responses from residents and property owners in the 700 and 800 blocks of W. Jefferson St. Of eight (8) responses received, six (6) respondents supported barrier removal.

Timetable: The lengthy input process has been valuable but also makes it unlikely that the City will be able to perform the work this calendar year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff has made public outreaches to the entire neighborhood through surveying and public meetings, which were promoted through direct mailings to both residents and property owners.

FINANCIAL IMPACT: Staff produced a rough preliminary construction estimate of \$80,000 if the work is contracted through the Emergency Utility Maintenance Contract. This memorandum is not intended to address the financial impact as this would be presented to Council if the removal were to be approved.

Respectfully submitted for Council consideration.

Prepared by:	Stephen Arney, Public Works Administration
Reviewed by:	Mike Kimmerling, Fire Chief Brendan Heffner, Police Chief Jim Karch, PE CFM, Director of Public Works Sue McLaughlin, Interim Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 53

**A RESOLUTION DIRECTING THE REMOVAL OF THE ROAD BARRIER ON
WEST JEFFERSON STREET AT ALLIN STREET**

WHEREAS, in 1997, the City blocked off the 700 block of Jefferson Street at the Allin Street intersection, creating a dead end on the block; and

WHEREAS, City staff recently began advocating for the removal of the barrier to better serve the residents with police, fire and public works; and

WHEREAS, a public hearing was held on September 22, 2014 to discuss the potential removal of the barrier and to hear public comments on same; and

WHEREAS, strong public policy and safety arguments were made during the public hearing in support of removing the barrier; and

WHEREAS, the City Council has determined that removing the barrier is in the best interests of the City.

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

1. That the above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.
2. That City staff shall begin planning for the removal of the barrier located at the 700 block of Jefferson Street at the Allin Street intersection and shall remove same at the further direction of the City Manager.
3. This Resolution shall become effective immediately upon its passage and approval as required by law.

ADOPTED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

Alderman Schmidt noted the length of time spent on this item, (i.e. over two/2 years). She cited the public hearing and requested clarification. It was her understanding that Jefferson St. would remain one way headed east.

Jim Karch, Public Works Director, addressed the Council. He acknowledged the one way issue. He noted the impact upon the Salvation Army, located at 601 W. Washington St., and lawful deliveries to same. The City's STAC, (Safety Traffic Advisory Committee), was in the review and evaluation process.

Alderman Schmidt cited her intention to vote no on this item. Individuals who lived east of Allin did not feel heard. They did not believe that the City had recognized the difficulties.

Alderman Black thanked City staff for their time and effort. He noted the low survey response rate. He did not believe that it was possible to please everyone regarding this issue. If there were issues in the future, the City had the ability to readdress same. The City needed to engage its citizens in order to have them respond to issues such as this one.

Alderman Lower believed everyone involved had been informed. The original reason for closing the street was violent crime. He believed that the street should be reopened. The City had the ability to readdress this issue. There was no reason to not take action.

Alderman Stearns expressed her interest in hearing from the residents. This was the advantage of the ward system.

Alderman Black cited past concerns addressed crime issues. He also cited public safety issues, (concerns addressed traffic and crime resurfacing). There had been changes to the neighborhood.

Alderman Schmidt added that there was not unanimous support in the neighborhood to reopen the street. She restated that those living east of Allin did not feel heard.

Motion by Alderman Black, seconded by Alderman Hales that the Resolution be adopted.

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

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

Nays: Alderman Schmidt.

Motion carried.

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: Mayor Renner thanked Tracey Covert, City Clerk, for her two (2) decades of service to the City.

He also cited inquiries regarding leaf pick up. It was his understanding that the leaves should not be placed in the street.

ALDERMEN'S DISCUSSION: Alderman Lower acknowledged the citizens who volunteer and remove leaves from City streets. The leaves plug up City sewers.

Alderman Stearns addressed the estimated tax levy. She noted that the City's EAV, (Equalized Assessed Value), had increased. These dollars should be returned to the citizens. This increase has been presented as a way to address Police and Fire Pension funding. She believed that the City had a spending problem. She supported funding the Police and Fire Pensions. She added that the City had to fund same.

Motion by Alderman Schmidt, seconded by Alderman Hauman, that the meeting be adjourned. Time: 8:41 p.m.

Motion carried.

Tracey Covert
City Clerk