CITY OF BLOOMINGTON

COUNCIL MEETING AGENDA

109 E. OLIVE

MONDAY, JULY 28, 2014 7:00 P.M.

1. **Call to order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call of Attendance**
5. **Public Comment *(15 Minutes)***
6. **Recognition/Appointments**
   - **A. Oath of Tom Dabareiner, Director of Community Development**
   - **B. Introduction of Roberta "Bobbie" Herakovich, Interim Director of Parks, Recreation and Cultural Arts**
7. **Consent Agenda**
   - **A. Council Proceedings of July 14, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of July 14, 2014 be dispensed with and the minutes approved as printed.)**
   - **B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
   - **C. Appointments to John M. Scott Health Care Commission. (Recommend that the Appointments be affirmed.)**
     - **i. Scott Hamilton, MD, Second Presbyterian Church's appointment.**
     - **ii. James Swanson, MD, McLean County Medical Society's appointment.**
   - **D. Appointment to the Human Relations Commission. (Recommend that the Appointment be approved.)**

E. **Purchase of a 2015 International Navistar 4300 Horton Type MED, Model 623 Type I Ambulance. (Recommend that the purchase of a 2015 International Navistar 4300 Horton Type MED, Model 623 Type I Ambulance from Foster Coach, Sterling, IL through the Northwest Municipal Conference Joint Purchasing Cooperative be approved, in the amount of $232,585, and the Procurement Manager be authorized to issue a Purchase Order.)**

F. **Purchase of a 2014 E-ONE HP 78 Ladder Truck and Loose Equipment. (Recommend that the purchase of a 2014 E-ONE HP 78 Ladder Truck from Banner Fire Equipment, Roxana, IL through the Houston-Galveston Area Council (H-GAC) Joint Purchasing Group be approved, in the amount of $813,858, and the Procurement Manager be authorized to issue a Purchase Order.)**

G. **Waive Formal Bid Process and Purchase of Personal Protective Equipment – Firefighting Turnout Gear. (Recommend that the formal bid process be waived, the purchase of six (6) complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from Municipal Emergency Services, Inc., Deerfield, IL, be approved, in the amount of $14,954, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.)**

H. **Waive Formal Bid Process and Contract with CPS Human Resources Consulting to Administer an Asst. Fire Chief Promotional Testing. (Recommend that the formal bid process be waived, the agreement with CPS Human Resources Consulting, Sacramento, CA, be approved, in the amount of $17,450, in addition to the possibility of the cost for an additional test date and reasonable costs for travel and lodging, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

I. **Waive Formal Bid Process and contract with Clark Dietz Inc. for Motor Fuel Tax (MFT) Project Administration and Engineering Services. (Recommend that the formal bid process be waived, the Engineering Services Contract with Clark Dietz Inc. for work on MFT project closeouts be approved, for a maximum amount of $53,275, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

J. **Waive the Formal Bid Process and Approve Contract for Bloomington Center for Performing Arts (BCPA) HVAC Computer Software and Hardware Upgrade and Maintenance. (Recommend that the formal bid process be waived, the seven (7) year agreement with Technical Solutions Services Inc., East Peoria, a sole source provider, for TSS Software and Hardware upgrade be approved, in the amount of $12,650 per year, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

K. **Analysis of Bids and Approval of Contract for Tuck Pointing & Sealing Replacement for the Bloomington Center for the Performing Arts (BCPA). (Recommend that the bid for Tuck Pointing & Sealing Replacement be awarded to R.L. Vollintine Construction, Inc., Springfield, IL, in the amount of $28,100, the contract be approved, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.)**

L. **Final Change Order for Phase 1 Locust Street CSO Elimination and Water Main Replacement Project and Request to Approve a Budget Amendment to Accounts (51101100 - 72555) and (53103100 - 72555) in the Sewer and Storm Water Fund Budgets. (Recommend that the Change Order be approved in the amount of $114,985.13, the Resolution adopted, and the Ordinance Amending the Budget Ordinance to Add Funds to Accounts (51101100 - 72555) and (53103100 - 72555) in the Sewer and Storm Water Fund Budgets passed. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.)**

M. **Request to Approve a Budget Amendment to Accounts (10015110 – 72520) and (10015110 – 70420) in the General Fund Budget for Emergency Replacement of Police Department Chiller. (Recommend that the Ordinance be passed.)**

N. **Request to Approve a Budget Amendment to Accounts (10015110 – 72130) and (20900900 - 72130) in the General Fund Budget and Drug Enforcement Fund for Reallocation of a Vehicle Purchase for the Police Department. (Recommend that the Ordinance be passed.)**

O. **Collective Bargaining Agreement with American Federation of State, County and Municipal Employees (AFSCME) Local 699. (Recommend that the Contract be ratified.)**

P. **Regional Planning Services Agreement with the McLean County Regional Planning Commission (MCRPC). (Recommend that the Agreement with the MCRPC be approved, in the amount of $55,457, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

Q. **Request to Approve a Budget Amendment to Account 10016110 - 70425 in the General Fund and Approve Lease Agreement for 104 - 106 E. Oakland Ave., the former Connect Transit Bus Storage Depot, a/k/a the Bus Barn. (Recommend that the Ordinance Amending the Budget Ordinance to add funds to Account 10016110 - 70425 in the General Fund be passed, the lease agreement with Connect Transit be approved, in the amount of $5,226.54 per month ($62,718.50 per year) for three (3) years, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

R. **Illinois Municipal Retirement Fund (IMRF) Non Participation of Elected Officials. (Recommend that the Resolution be adopted.)**

S. **Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 1, 2014. (Recommend that the Ordinance be passed.)**

T. **Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 30, 2015. (Recommend that the Ordinance be passed.)**

U. **Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 21, 2015. (Recommend that the Ordinance be passed.)**

V. **Application of MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., requesting a GPBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week. (Recommend that an GPBS liquor license for MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.)** ***Change of Ownership.***

W. **Liquor Application of Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. (Recommend that a TAS liquor license for Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., be created, contingent upon compliance with all applicable health and safety codes.)** ***Change of Ownership.***

X. **Application by Bloomington Normal (BN) Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday, August 22, 2014 from 5:00 p.m. to 11:30 p.m. and Saturday, August 23, 2014 from 1:00 p.m. to 11:30 p.m. (Recommend that an LB liquor license for the BN Jaycess for a fundraiser called "Bruegala" to be held at the BCPA, located at 600 N. East St., on Friday, August 22, 2014 from 5:00 p.m. to 11:30 p.m. and Saturday, August 23, 2014 from 1:00 p.m. to 11:30 p.m. be created, contingent upon compliance with all applicable health and safety codes.)**

Y. **Suspension of Ordinances to Allow Consumption of Alcohol at Lincoln Park on August 22-23, 2014 for the event named Bruegala. (Recommend that the Ordinance be passed.)**

Z. **Text Amendment to Chapter 2 Administration regarding Public Comment at City Council Meetings. (Recommend the Text Amendment be reconsidered and that the Ordinance be passed.)**

AA. Petition submitted by Evergreen Memorial Cemetery requesting Approval to Rezone 1006 Wright St. from R - 1C, Single Family Residence District, to S - 2, Public Lands and Institutions District. (Recommend that the Rezoning be approved and the Ordinance passed.)

8. Regular Agenda

A. Downtown Transportation Hubs – Changes for the 2014 – 2015 School Year

a. Presentation. ***(10 minutes)***

b. Discussion. ***(20 minutes)***

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – cite section

13. Adjournment

14. Notes

FOR COUNCIL: July 28, 2014

SUBJECT: Council Proceedings of July 14, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of July 14, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of July 14, 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

Attachments: Attachment 1. Draft Council Proceedings for July 14, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of July 14, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

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, July 14, 2014.

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

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

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

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

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

Glen Ludwig, 23 Astoria Way, addressed the Council. He thanked them for the opportunity to address them. He expressed his support for the Text Amendment to Chapter 2 regarding Public Comment. He supported transparency. He had drafted an email which he sent to the Council approximately sixty (60) days ago. He appreciated the Council's response to same. Citizens have a variety of ways to communicate with the Council.

Mr. Ludwig added his excitement regarding the McLean County Regional Planning Commission's approach to the City's Comprehensive Plan. Providing a vision for the City was important.

Ken Hlebasko, 1911 Gailey Ln., addressed the Council. He thanked them for the opportunity to address them. He had a few concerns. He had watched the video streaming of Council Meetings. He believed that Mayor Renner had verbally accosted Alderman Stearns. He was appalled that no one on the Council had stood up for Alderman Stearns. Mayor Renner had not apologized to Alderman Stearns. The Council was not a rubber stamp for the Mayor. The Council acted as a check and balance for the Mayor.

Mr. Hlebasko also addressed the low morale at the City. He blamed the Mayor and David Hales, City Manager. He questioned the Council's evaluation of Mr. Hales. He cited the raise given to Mr. Hales by the Council. Employees were leaving the City and the US Cellular Coliseum was in shambles. The Council had raised taxes. He applauded

Aldermen Lower and Stearns for their attempts to lower costs. Citizens would use the ballot box.

The following was presented:

Oath of Office – Police Patrol Officer Michael "Brandt" Parsley.

Mayor Renner introduced Brendan Heffner, Police Chief.

Brendan Heffner, Police Chief, addressed the Council. He introduced Michael "Brandt" Parsley, Police Patrol Officer. Mr. Parsley come to City from Fairfield, IL. Mr. Parsley held a Bachelor's Degree in Criminal Justice. He had been employed with Mt. Carmel Police Department. He was accompanied this evening by his family.

Tracey Covert, City Clerk, administered the Oath.

The following was presented:

SUBJECT: Council Proceedings of June 23, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of June 23, 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 June 23, 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 Fazzini that the reading of the minutes of the previous Council Proceedings of June 23, 2014 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on July 10, 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 Fazzini that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Approve a Budget Amendment to Account 10015110 - 70220 in the General Fund and Approve Request for Proposals (RFP) and Approval of Agreement for the Dry Sprinkler System Architectural and Engineering Services at the Police Department Parking Garage

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 70220 in the General Fund be passed, the RFP be awarded to Henneman Engineering Inc., Champaign, in the amount of $11,700, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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

BACKGROUND: In May 2014 the air compressor for the dry sprinkler system failed, thus allowing water to fill the sprinkler lines. Once filled with water, multiple leaks sprung and during repair it was noticed that the majority of pipe was so corroded that complete replacement was needed. The garage is composed of two (2) levels with the lower level being approximately twice the square footage of the upper level. A soffit and conditioned ceiling space makes up half of the lower level and that portion of sprinkler system runs above ceiling. The exposed piping is Schedule 10 and the piping above the soffit is Schedule 40 and that was the reason for an alternate in the RFP. The credit alternate would be applicable should the sprinkler lines above

the soffit area be deemed acceptable during the initial pressure test that will segregate the exposed portion and above soffit portion. Pricing was requested for a flow test. This project would not add any linear footage to the system and the City will not require this.

Proposals were received from two (2) companies. Below is the RFP breakdown:

Company	City	Proposal Price	Alt. #1	Flow Test (Add)
Henneman Engineering	Champaign	$11,700	Deduct $1,400	$1,600
20/10 Engineering Group	Schaumburg	$11,600	Deduct $800	$525

As shown in the table, Henneman's base proposal was not the low RFP, but their credit alternate is substantially higher. Accordingly, staff recommends same on the basis of best value and the fact that only $100 separates the two (2) RFPs. It is believed that the credit alternate was applicable which would mean Henneman was most cost effective and lowest responsible bidder.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on May 28, 2104. A pre-proposal meeting was held at City Hall on June 5, 2014. A total of two (2) proposals were received by the June 19, 2014 deadline.

FINANCIAL IMPACT: This item was not budgeted in FY 2015. The proposed budget amendment will increase General Fund budget expenditures by $11,700 in Police – Other Professional & Technical Services (10015110 - 70220).

Respectfully submitted for Council consideration.

Prepared by: Derrick Hengstebeck, Interim Facilities Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

CITY OF BLOOMINGTON AGREEMENT FOR PROFESSIONAL SERVICES WITH HENNEMAN ENGINEERING

THIS AGREEMENT, dated this ____ day of July, 2014, is between the City of Bloomington (hereinafter "CLIENT") and Henneman Engineering (hereinafter "HENNEMAN").

WHEREAS, CLIENT owns property located at 305 East Street, Bloomington, IL 61701 known as the Bloomington Police Department Garage (hereinafter "Garage");

WHEREAS, the sprinkler system in the Garage needs to be updated and repaired and CLIENT is in need of specifications for said work; and

WHEREAS, CLIENT issued a request for proposals for the creation of specifications and HENNEMAN was determined by the CLIENT to be the most advantageous proposal; and

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

NOW THEREFORE, the parties agree as follows:

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

Section 2. Scope of Services. HENNEMAN hereby agrees to provide the following services in relation to the Garage:

(A) Provide specifications on fire sprinkler dry system pipe and head replacement at the Garage;

(B) Provide specifications on architectural requirements needed for pipe replacement including but not limited to plaster cutting/patching, painting, and access panels; and

(C) Provide the CLIENT direction on the sprinkler pipe that is located on LL2 in the conditioned soffit area. If pipe is structurally acceptable, HENNEMAN will provide the CLIENT with direction on how to pressure test the pipe prior to any demolition and new pipe installation.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-11, a Request for Proposal for architectural/engineering services for the Bloomington Police Department Garage Fire Protection, and the proposal submitted by HENNEMAN, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by HENNEMAN. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4.Fees/Invoices. CLIENT agrees to pay HENNEMAN a fee of $11,700.00 for performance of this Agreement. However, if it is determined that the soffit area sprinkler heads do not need to be replaced, a design credit of $1,400 shall be given and the final fee charged shall be $10,300.00. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. Termination. This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HENNEMAN will be paid for all services and expenses rendered to the date of termination.

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

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

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

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

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

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HENNEMAN as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Section 12. Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HENNEMAN agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

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

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

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

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

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

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

tions. Amendments to this Agreement must be in writing and signed by both CLIENT and HENNEMAN.

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

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

Section 21. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 22.Compliance with Laws. HENNEMAN and all Work by HENNEMAN shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

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

Section 24. 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 25. 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 26. 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	HENNEMAN ENGINEERING
By: Tari Renner Its Mayor	By: _____ Its_____

ATTEST:

By: Tracey Covert

By: _____
City ClerkIts_____

ORDINANCE NO. 2014 – 66

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

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 70220 in the General Fund be passed, the RFP be awarded to Henneman Engineering Inc., Champaign, in the

amount of $11,700, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for Proposals (RFP) and Agreement with Carl Walker for Architectural and Engineering Services at the Lincoln Street Garage

RECOMMENDATION/MOTION: That the RFP be awarded to Carl Walker, Lombard, IL, in the amount of $37,300, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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

BACKGROUND: As provided in Faithful & Gould's assessment of City properties, Lincoln Garage is in need of structural and waterproofing repair as well as other maintenance and upkeep. An amount of $250,000 was placed in the FY 2015 budget for repairs and design to the Lincoln Garage and an amount of $200,000 was estimated for the second phase in FY 2016. Repairs would include, but are not limited to, the following: sealant replacement, control joint replacement, expansion joint repair, structural mediation, (would not require additional structural members), striping, new signage, and stairwell repair.

RFPs were received from four (4) firms.

Company	City, State	Design Phase	Construction Phase	Expenses	Total
Carl Walker	Lombard, IL	$18,000	$17,000	$2,300	$37,300
Walker Restoration	Elgin, IL	$22,800	$14,400	$2,400	$39,600
Terra Engineering	Peoria, IL	$48,000	$43,000	Included	$91,000
O&S Associates	Hackensack, NJ	$35,000	~$40,000 (10 mo.)	Included	$75,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the RFP was published in the Pantagraph on May 27, 2104. A pre-proposal/site visit meeting was held on June 3, 2014. A total of four (4) proposals were received by the June 17, 2014 deadline.

FINANCIAL IMPACT: $250,000 is budgeted in Capital Improvement - Buildings (40100100 - 72520). Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on pages 84, 222 and 266.

Respectfully submitted for Council consideration.

Prepared by:	Derrick Hengstebeck, Interim Facilities Manager
Reviewed by:	Alexander S. McElroy, Asst. to the City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

CITY OF BLOOMINGTON AGREEMENT FOR PROFESSIONAL SERVICES WITH CARL WALKER, INC.

THIS AGREEMENT, dated this ____ day of July, 2014, is between the City of Bloomington (hereinafter "CLIENT") and Carl Walker, Inc. (hereinafter "CARL WALKER").

WHEREAS, CLIENT owns property located at 101 East Front Street, Bloomington, IL 61701 known as the Lincoln Garage (hereinafter "Garage");

WHEREAS, the Garage is in need of repair and renovation; and

WHEREAS, CLIENT issued a request for proposals seeking competent engineering/architectural firm to evaluate the Garage and to develop construction documents for needed repairs and renovations and CARL WALKER was determined by the CLIENT to be the most advantageous proposal; and

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

NOW THEREFORE**,** the parties agree as follows:

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

Section 2. Scope of Services. CARL WALKER hereby agrees to provide the following services in relation to the Garage:

(A) Evaluate the structural/architectural properties of the Lincoln parking garage and prioritize repairs based on urgency and estimated cost to fix;

(B) Develop all construction bidding documents;

(C) Approve any shop drawings, provide site visits to address questions, review progress and approve pay requests and change orders; and

(D) Provide a manual that includes an inspection check list, repair techniques and materials to use for minor repairs, as well as a recommendation list of safe products and techniques to be used for ice and snow removals, cleaning, etc.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-12, a Request for Proposal for Architectural and Engineering Services for the City of Bloomington's Lincoln Garage, and the proposal submitted by CARL WALKER, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by CARL WALKER. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. Fees/Invoices. For its services, CLIENT agrees to pay CARL WALKER a fee of $18,000.00 for the design phase and $17,000 for the construction phase. Expenses up to $2,300 are also authorized to be paid by CLIENT. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. Termination. This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, CARL WALKER will be paid for all services and expenses rendered to the date of termination.

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

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

Section 8. General Liability Insurance and Limitation. CARL WALKER shall maintain general liability insurance for bodily injury and property damage arising directly from its

negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CLIENT and CLIENT shall be named as an additional insured under the policy. CARL WALKER shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CARL WALKER shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which CARL WALKER has no supervision or control.

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

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

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by CARL WALKER as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Section 12. Duty to Advise, Supervise and Inspect. CARL WALKER will advise CLIENT in writing of any omissions, substitutions, defects, and deficiencies noted in the work of contractors. CARL WALKER shall visit the project once a week, or more often when the nature and progress of the work and the interests of CLIENT require an increase in the frequency of such visits.

Section 13. Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and CARL WALKER agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

Section 14. Right of Entry. CLIENT shall provide for CARL WALKER's right to enter property owned by CLIENT and/or others in order for CARL WALKER to fulfill the scope of services for this Project.

Section 15. Confidentiality. Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

Section 16. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CARL WALKER. CARL WALKER's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CARL WALKER because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CARL WALKER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Section 17. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statue or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 18. Survival. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 19. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and CARL WALKER'S proposal, this Agreement is the entire Agreement between the CLIENT and CARL WALKER. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and CARL WALKER.

Section 20. Time for Services. Time is of the essence. CARL WALKER shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT.

Section 21. Modification to the Agreement. CLIENT or CARL WALKER may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of CARL WALKER's compensation, to which CLIENT and CARL WALKER mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Section 22. Compliance with Laws. CARL WALKER and all Work by CARL WALKER shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 23. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 24. 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 25. 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 26. 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 27. 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	CARL WALKER ENGINEERING
By: Tari Renner Its Mayor	By: _____ Its_____
ATTEST:	
By: Tracey Covert City Clerk	By: _____ Its_____

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the RFP be awarded to Carl Walker, Lombard, IL, in the amount of $37,300, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Contract with Laborers International Union Local 362 Support Staff effective from May 1, 2013 through April 30, 2015

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On December 5, 2013, the parties began negotiating the terms for a collective bargaining agreement to replace the agreement that expired on April 30, 2013. The expired contract can be located on the City's website. A draft of the new Collective Bargaining Agreement has been provided to the Council. On June 4, 2014, the parties reached Tentative Agreement on the issues listed below. The Union ratified the Tentative Agreement on June 17, 2014.

Leave Time

- Addition of Restricted Duty Language.
- Eliminate payment of Personal Convenience Leave for probationary employees.
- Running FMLA concurrent with Sick Leave.
- Increase the number of sick leave hours available for employees to use for a parent from 24 hours to 40 hours per fiscal year.
- Reduce the number of sick leave hours a new employee receives in the first nine (9) months from twenty (20) hours a month to eight (8) hours a month.
- Modification of Sick Leave Abuse Language.

Wages

- May 1, 2013 wage increase by 2.25% with retroactivity.
- May 1, 2014 wage increase by 2.25% with retroactivity.

Miscellaneous Items

- Addition of Language on Paycheck Distribution.

Term of Agreement

- Two (2) year Agreement.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and Support Staff employees.

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

- Increase in wage tables by 2.25% effective May 1, 2013. Increase in wage tables by 2.25% effective May 1, 2014. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately $62,500.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Director of Human Resources

Financial & budgetary review by: Paulette Hurd, Chief Accountant

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Financial Advisory Agreement

RECOMMENDATION: That the Financial Advisory Agreement with Mesirow Financial for the Proposed 2004 General Obligation Bond Refunding be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Mesirow Financial has provided analysis on refunding the 2004 Taxable General Obligations Bonds into a bond structure resulting in significantly lower interest rates. The refunding as placed on the Council agenda is estimated to provide $5.8 in savings in interest payments. Finance staff, along with Chapman and Cutler, the City's Bond Counsel, has reviewed the refunding analysis and is comfortable with the recommended strategy as well as using Mesirow Financial Services for this transaction. Mesirow will be providing all necessary analysis. They will present the City's offering to the market via a competitive online bid auction and engage a bond registrar, any related bond insurance, and coordinate the City's credit rating process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Mesirow's fee is $2.50 per $1,000 of public offering price. Estimated at $62,500 which is included as part of the bond closing costs.

Respectfully submitted for Council consideration.

Prepared and reviewed by: Patti-Lynn Silva, Director of Finance

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Financial Advisory Agreement with Mesirow Financial for the Proposed 2004 General Obligation Bond Refunding be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Resolution Regarding Temporary Closing of a Portion of a State Right of Way (Rt. 51N between Jefferson St. and Monroe St.) for the Bloomington Jaycee Criterium

RECOMMENDATION/MOTION: That the Resolution be adopted.

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

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

BACKGROUND: The Illinois Department of Transportation (IDOT) requires that Council adopt a Resolution requesting permission to close or hinder traffic on a State Route.

Typically the City only has three (3) requests each year for parades on a State Route, (US Route 51) which involves the Memorial Day, Labor Day and Christmas Parades. IDOT has requested that each municipality that experiences multiple parades on a State Route pass one (1) blanket Resolution at the beginning of each calendar year in order to minimize paperwork and manpower expenses.

In such instances that a State Route is to be closed for more than four (4) hours, an additional resolution is required by IDOT. Street closures are scheduled to begin at 7:00 a.m. and last until 8:00 p.m. on August 23, 2014 for this event. The only portion of a State Route that is affected by this event is the west two (2) lanes of East St. between Jefferson and Monroe.

Therefore, staff respectfully requests that Council adopt the Resolution and further, that the Mayor and City Clerk be authorized to execute the necessary document. Upon adoption and execution, the Resolution will be forwarded to IDOT.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:	Tracey Covert, City Clerk
Reviewed by:	Jim Karch, Director of Public Works John Kennedy, Director of Parks, Rec. & Cultural Arts
Reviewed as to legal sufficiency:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 – 30

WHEREAS, the BN Jaycees and Bloomington Cycle Racing Team are sponsoring the Bloomington Jaycee Criterium, which event constitutes a public purpose;

WHEREAS, this Bloomington Jaycee Criterium will require the temporary closure of two lanes of Route 51, a State Highway in the City of Bloomington, Illinois from Jefferson Street north to Monroe Street;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington that permission to close Route 51N from Jefferson St. north to Monroe St. as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 11:00 a.m. to 7:00 p.m. on August 23, 2014.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a bicycle race.

BE IT FURTHER RESOLVED, that the City of Bloomington assumes full responsibility for the direction, protection and regulation of the traffic during the time the bicycle race is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall, at the expense of the City of Bloomington, be positioned at the end of the closed section and at other points (such as intersections) as may be necessary to assist in direction traffic through the route.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Bloomington prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Bloomington as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Bloomington.

BE IT FURTHER RESOLVED, that the closure of two lanes of traffic shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that the City of Bloomington hereby agrees to assume all liabilities and pay all claims or any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that the City of Bloomington hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the requested road closings.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED on this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Chapter 6 Section 26(d) to Allow Possession of Open Alcohol on Public Property for the Rotary Club Brats & Bags event on August 1, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Sunrise Rotary Club is hosting a Brats and Bags event in downtown Bloomington on Friday, August 1, 2014. This will be the fifth (5^{th}) of what has become an annual event. The organizers have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the designated event area rather than have a designated "beer garden". Beer and wine would be sold only by The Momma, Inc., d/b/a The Bistro, an existing liquor license holder, by a secondary liquor license for the event. Only beer and wine purchased from the event vendor can be consumed within the designated event area. Outdoor consumption would be allowed between 11:00 o'clock a.m. and 11:00 o'clock p.m.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 67

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING ROTARY BRATS & BAGS 2014 IN DOWNTOWN BLOOMINGTON

WHEREAS, Bloomington Sunrise Rotary Club will hold an Brats & Bags event in downtown Bloomington on August 1, 2014; and

WHEREAS, Bloomington Sunrise Rotary Club requested permission to allow sales and consumption of beer and wine during the event on Main Street between Jefferson Street and Washington Street; and

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

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on the following dates during the following hours: August 1, 2014 between 10:00 o'clock a.m. and 11:59 o'clock p.m. for Main Street between Jefferson Street and Washington Street. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area. No alcohol may be taken out of licensed premises into the designated area, notwithstanding the fact that the premises are operated by the event vendor.

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

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

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

PASSED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lincoln Park on July 26, 2014 for an event titled Taste of Summer

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Downtown Bloomington Association and the Downtown Bar Owners Association approached the BCPA regarding co-sponsoring a food festival with live music to be held in Lincoln Park on July 26, 2014. The Special Events Committee met on June 6, 2014 and decided that a cooperative effort would be positive for the City. Subsequent meetings were held with the organizer and staff from the BCPA, Parks, Recreation & Cultural Arts Department and City Clerk's office.

The event will offer food and beverages from local restaurants and could be considered a Taste of Bloomington. The BCPA will provide beer and wine for the event. A local liquor license

holder will offer a vodka lemonade beverage. It will be held at Lincoln Park with all food and beverages served within a fenced area. The organizer would like attendees to be able to purchase a drink and move about freely within the fenced event area. Only beverages purchased on the premises can be consumed within the designated event area. The CEFCU stage will be placed on Douglas St. to host live bands.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: John Kennedy, Director of Parks, Rec. and Cultural Arts

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 68

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR THE TASTE OF SUMMER EVENT AT LINCOLN PARK

WHEREAS, the Downtown Bloomington Association, Downtown Bar Owners Association, and the BCPA are planning to host the Taste of Summer at Lincoln Park from 12:00 p.m. to 6:00 p.m. on July 26, 2014;

WHEREAS, the Downtown Bloomington Association, Downtown Bar Owners Association, and the BCPA have requested permission from the City to serve alcohol during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the Taste of Summer at Lincoln Park on July 26, 2014.

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

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

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

PASSED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 15, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Dan Grant and Susan Albee to allow moderate consumption of alcohol at their August 15, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Dan Grant, groom and requestor's representative.

Commissioner Tompkins opened the liquor hearing and requested that the requestor's representatives address this request. Dan Grant, groom, addressed the Commission. The wedding ceremony and reception would commence at 6:00 p.m. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on August 15, 2014. He anticipated 100 guests. Western Tap located at 1301 N. Western Ave. would provide beverage services. He noted that liquor service would be limited to beer and wine only. Quite hours at the Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Dan Grant and Susan Albee to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their August 15, 2014 reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 10, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 69

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, Dan Grant and Susan Albee are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 5:00 p.m. to 11:00 p.m. on August 15, 2014; and

WHEREAS, Dan Grant and Susan Albee have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on August 15, 2014 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 14th day of July 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, (LSSS), located at 903 IAA Dr., for a RAS liquor license

RECOMMENDATION/MOTION: That an RAS liquor license for LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, (LSSS), located at 903 IAA Dr., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, (LSSS), located at 903 IAA Dr., currently holding an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Michal Johnson, Lone Star Steakhouse & Saloon's General Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and noted that this request involved a change of corporate ownership. Currently, Lone Star Steakhouse & Saloon of Springfield, Inc., d/b/a LSSS, holds the RAS, (Restaurant, All types of alcohol, Sunday sales), liquor license. This application involved a corporate consolidation. The corporate officers would remain the same.

He requested that the Applicant's representative addressed the Commission. Michael Johnson, LSSS's General Manager, addressed the Commission. He informed the Commission that there would be no changes to the day to day operations at Lone Star. The real estate had been sold to Spirit Master Funding IV, LLC, (SMF IV), and the current license holder underwent corporate consolidation. LSF5 Cowboy Holdings, LLC had entered into a lease with SMF IV.

George Boyle, Asst. Corporation Counsel, informed the Commission that LSF5 Cowboy Holdings must place a fully executed lease on file prior to a liquor license being issued. Commissioner Renner informed Mr. Johnson that a fully executed copy of the lease was needed. *(Fully executed copy of the lease is on file in the City Clerk's Office.)*

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an RAS liquor license for LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, located at 903 IAA Dr., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 2, 2014 in accordance with City Code. In accordance with City Code, two (2) courtesy copies of the Public Notice were mailed on June 2, 2014. In addition, the Agenda for the June 10, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for a RAS liquor license is $2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Fazzini that an RAS liquor license for LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, located at 903 IAA Dr., be created, contingent upon compliance with all applicable health and safety codes.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Queso Holdings, Inc., regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license

RECOMMENDATION/MOTION: That notification by Queso Holdings, Inc. regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license; said purchase involved 1.) change of corporate structure and 2.) a change of corporate officer, be approved.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Queso Holdings, Inc., regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license which allows the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Christie Raper, Chuck E. Cheese's Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and noted that this request involved 1.) a change of corporate structure and 2.) a change of corporate officer. He requested that the Applicant's representative addressed the Commission. Christie Raper, Chuck E. Cheese's Manager, addressed the Commission. She informed the Commission that there would be no changes to the day to day operations at Chuck E. Cheese. CEC Entertainment, Inc. had been a publicly traded company. It had been purchased by Queso Holdings, Inc. which was a privately held company.

In addition, Michael Magusiak, President and Chief Executive Officer, (CEO), had retired. John R. Cardinale had been named to succeed Mr. Magusiak as President and CEO.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council approve the notification by Queso Holdings, Inc. regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license; said purchase involved 1.) change of corporate structure and 2.) a change of corporate officer.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 2, 2014 in accordance with City Code. In addition, the Agenda for the June 2, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for a RBS liquor license is $1,110.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Schmidt, seconded by Alderman Fazzini that notification by Queso Holdings, Inc. regarding the purchase of CEC Entertainment, Inc., d/b/a Chuck E. Cheese #345, located at 1701 E. Empire St., currently holding an RBS liquor license; said purchase involved 1.) change of corporate structure and 2.) a change of corporate officer, be approved.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 35 Regarding the Composition of the Police Department

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Well-planned City with necessary services and infrastructure. Adjusting the composition of the Police Department will allow for better distribution of work load and decision making.

BACKGROUND: Staff requests updating the ordinance for the composition of the Police Department. No changes have been made to the department's composition since 2004. Staff is requesting one (1) Chief of Police, three (3) Assistant Chiefs of Police, six (6) Lieutenants, fifteen (15) Sergeants, and 103 Patrol Officers. The divisions of the Police Department have also changed with the addition of Street Crimes Division, School Resource Officers, Neighborhood Focus Team, and Communications Division.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:	Marsha Ulrich, Office Manager
Reviewed by:	Kenneth Bays, Asst. Police Chief
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 - 70

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 35, RELATING TO THE COMPOSITION OF THE POLICE DEPARTMENT

SECTION 1. That the Bloomington City Code shall be and is hereby amended by repealing Chapter 35, Sections 1, 11 and 12, (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 1 COMPOSITION OF DEPARTMENT - INDEFINITE ABSENCES.

(a) The established personnel of the Police Department of the City of Bloomington shall consist of the following persons: Chief of Police, three (3) Assistant Chief of Police, six (6) ~~eight (8)~~ Lieutenants, fifteen (15) ~~twelve (12)~~ Sergeants, one hundred and three (103) ~~one hundred (100)~~ Police Patrol Officers, and such civilian employees as may be provided for in the annual budget. The Police Department shall be composed of the following offices, divisions and bureaus to which the Officers and civilian employees shall be assigned:

Office of the Chief of Police
Office of the Assistant Chief of Operations
Office of the Assistant Chief of Administration
Office of the Assistant Chief of Professional Standards
~~Office of the Assistant Chief of Police~~
Patrol Division
Criminal Investigation Division
Street Crimes Division
~~Traffic Division~~
Records Division
Public Affairs
Training Division
School Resource Officers
Neighborhood Focus Team
Communication Center
~~Pro-Active Division~~
~~Information Systems~~
~~DARE Division~~
Animal Control (contracted through McLean County)

(b) Notwithstanding the limitation enumerated in subsection (a) above, the City Manager is authorized to request an additional member of the Police Department whenever he determines that at least one member of the Department is absent from his or her regularly scheduled duties for a period of indefinite duration.

Whenever the City Manager makes a determination under this subsection, he shall inform the Board of Fire and Police Commissioners, which shall treat such determination as a vacancy and fill it. Any person appointed to the Department under this subsection shall receive

an appointment, subject to being laid off in the event the absent member returns to his or her regular duties prior to the creation of a vacancy in the Department, unless the City Manager makes a determination that laying off the officer at that time would create a hardship in the department because of the particular job duties which the officer is engaged in at the time the absent member returns. Any person laid off shall be recalled to service as soon as a vacancy exists or another determination under this subsection is made.

Layoffs shall be subject to the following provisos: (1) officers enrolled in the Police Officer Training Institute or field training shall not be laid off until completion of such courses or training; (2) if more than one officer is hired pursuant to this subsection, officers shall be laid off pursuant to the "last-in, first out" method; and (3) an officer on lay-off status pursuant to this subsection shall be recalled to service prior to the hiring of a new candidate from the eligibility list.

The making of a determination under this subsection lies solely within the discretion of the City Manager, and no person may compel the City Manager to make a determination under this subsection.

SEC. 11 ASSISTANT CHIEF DUTIES.

The Chief of Police shall, with approval of the City Manager, designate one person to serve as Assistant Chief of Police of Operations, one person to serve as Assistant Chief of Professional Standards and one person to serve as Assistant Chief of Police of Administration. Their appointments shall be made upon no other basis than that of merit and fitness. Those persons need not be a member of the Department at the time of appointment and shall serve in said capacity at the pleasure of the Chief. If appointed to such position from within the sworn ranks of the Bloomington Police Department, such person shall be considered as on furlough from the rank they held immediately prior to being designated as Assistant Chief and said seniority in such rank continue to accrue during that assignment as Assistant Chief of Police. If the Chief removes a person from that assignment as Assistant Chief, any person who was appointed to such position from within the sworn ranks of the Bloomington Police Department, shall revert to and be established in the rank from which he/she was on furlough from and thereafter shall be entitled to all the benefits and emoluments of such rank. ~~The number of Lieutenants and Sergeants provided for in this Chapter shall include any person assigned to duty as Assistant Chief.~~

The duties of the Assistant Chief of Operations, Assistant Chief of Professional Standards and Assistant Chief of Administration shall consist of such duties as assigned by the Chief of Police.

~~SEC. 12 OPERATIONS CAPTAIN.~~

~~The Chief of Police shall designate one person from the ranks of Sergeant or Lieutenant to serve as Operations Captain. That person, so designated, shall serve in said capacity at the pleasure of the Chief and shall be considered as on furlough from the rank he/she held immediately prior to being designated as Operations Captain and said seniority in such rank shall~~

~~continue to accrue during that assignment as Operations Captain. The range of salary for the Operations Captain shall be the same as that for Lieutenant. If the Chief removes him/her from that assignment as Operations Captain, he/she shall revert to and be established in the rank from which he/she was on furlough and thereafter shall be entitled to all the benefits and emoluments of such rank. The number of Lieutenants and Sergeants provided for in this Chapter shall include any person designated to duty as Operations Captain.~~

~~The duties of the Operations Captain shall consist of administrative duties assigned by the Chief of Police. He/she shall be responsible for supervising and directing the support divisions within the Police Department. He/she shall also be responsible for directing and maintaining the day-to-day operations of the Patrol, Criminal Investigation Division and Traffic Division and assisting those Divisions in seeing that their daily operations are conducted in an effective and efficient manner. He/she shall also be responsible for any additional duties assigned to him/her by the Chief of Police.~~

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

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

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

SECTION 5. This Ordinance shall be effective ten (10) days after the date of its publication.

PASSED this 14th day of July 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petitions from CarMax Auto Superstores Inc. for Approval of an Easement Vacation and an Easement Dedication located in Lot 2, JOS Subdivision

RECOMMENDATION/MOTION: That the Vacation and Dedication be approved and the Ordinances passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington.

BACKGROUND: On October 28, 2013, Council approved the Final Plat for JOS Subdivision which subdivided the former Holiday Inn site.

These petitions are being presented at this time as CarMax continues to investigate the site and the vacation/dedication will help facilitate future development opportunity. During site development, it was discovered that the existing storm sewer was not within the existing easement. CarMax is relocating the easement for the sewer to provide an easement over the City's existing storm sewer through the property.

No public improvements are to be constructed for either of these two (2) plats.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: CarMax Auto Superstores Inc.

FINANCIAL IMPACT: The cost of survey, plat and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony Meizelis, PE, Civil Engineer I

Reviewed by: Jim Karch, 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

PETITION FOR VACATION OF STORM SEWER UTILITY EASEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes CarMax Auto Superstore Inc., 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 vacation of Storm Sewer Utility Easement adjacent to said premises;

3. That said vacation of Storm Sewer Utility Easement is reasonable and proper because such Storm Sewer Utility Easement is not needed for public right of way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that Storm Sewer Utility Easement be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: K. Douglass Moyers
Vice President, Real Estate – CarMax

ORDINANCE NO. 2014 - 71

AN ORDINANCE PROVIDING FOR THE VACATION OF STORM SEWER UTILITY EASEMENT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of Storm Sewer Utility Easement; and

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

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

WHEREAS, it is reasonable and proper to vacate said Storm Sewer Utility 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 Storm Sewer Utility Easement, as shown on the attached Easement Vacation Plat, is hereby vacated.

2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

A part of lot 2 in JOS subdivision of part of the Southeast Quarter of Section 35, Township 24 north, Range 2 east of the third principal meridian, according to the plat recorded as document number 2013-27764 in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

A 15 foot wide easement whose centerline is described as follows: Commencing from the southeast corner of said lot 2; Thence north 00 degrees 30 minutes 58 seconds west along the east line of said lot 2 a distance of 116.42 feet to the point of beginning of said centerline; Thence north 62 degrees 21 minutes 14 seconds west 77.94 feet; Thence north 89 degrees 58 minutes 56 seconds west 30.48 feet; Thence north 23 degrees 36 minutes 26 seconds west 62.38 feet; Thence north 89 degrees 38 minutes 27 seconds west 32.35 feet to the point of terminus, point also being on the east line of Lot 1 JOS subdivision.

Side lines shall be lengthened or shortened to terminate on said lot lines, said described easement contains 3047 square feet.

PIN 14 – 35 – 452 – 019 and 14 – 35 – 452 - 020

PETITION FOR DEDICATION OF STORM SEWER UTILITY EASEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

Now comes CarMax Auto Superstores Inc., 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 Storm Sewer Utility Easement adjacent to said premises;

WHEREFORE, your Petitioner prays that Storm Sewer Utility Easement be dedicated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: K. Douglass Moyers
Vice President, Real Estate – CarMax

ORDINANCE NO. 2014 - 72

AN ORDINANCE PROVIDING FOR THE DEDICATION OF STORM SEWER UTILITY EASEMENT

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

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such 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 Storm Sewer Utility 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 Storm Sewer Utility Easement, as shown on the attached Easement Dedication Plat, is hereby dedicated.

2. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal Description

A part of Lot 2 in JOS Subdivision of part of the Southeast Quarter of Section 35, Township 24 north, Range 2 east of the third principal meridian, according to the plat recorded as document number 2013-27764 in the City of Bloomington, McLean County, Illinois, more particularly described as follows:

A 15 foot wide easement whose centerline is described as follows: Commencing from the southeast corner of said lot 2; Thence north 00 degrees 30 minutes 58 seconds west along the east line of said lot 2 a distance of 140.37 feet to the point of beginning of said centerline; Thence north 79 degrees 35 minutes 54 seconds west 69.33 feet; Thence north 52 degrees 23 minutes 21 seconds west 100.76 feet; Thence south 87 degrees 21 minutes 39 seconds west 8.66 feet to the point of terminus, point also being on the east line of Lot 1 JOS subdivision.

Side lines shall be lengthened or shortened to terminate on said lot lines, said described easement contains 2681 square feet.

PIN 14 – 35 – 452 – 019 and 14 – 35 – 452 - 020

Motion by Alderman Schmidt, seconded by Alderman Fazzini that the Vacation and Dedication be approved and the Ordinances passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Acceptance of Deed for Lot 22, Tenth (10^{th}) Addition to Hawthorne Commercial Park Subdivision

RECOMMENDATION/MOTION: That the land be accepted and the deed recorded.

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

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

BACKGROUND: This subdivision is located near the intersection of Norma Dr. and Pamela Dr., west of Towanda Barnes Rd. The proposed Lot 22 of the 10th Addition is intended to be used as a future public park. The original Hawthorne Commercial Park Subdivision Preliminary Plan called for the dedication of a three (3) acre public park at the original farmhouse site along Towanda Barnes Rd. in accordance with the original land sales contract between the developer and Frances S. Kelley. Due to the sale of the land originally planned as a park, the developer is no longer able to dedicate a park in the originally intended location. The developer and the Kelley family have selected approximately 2.4 acres on the south side of Pamela Dr. as the new location for a future park.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Frances S. Kelly family and Larry Bielfeldt.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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 Fazzini that the land be accepted and the deed recorded.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request for Proposal (RFP) and Agreement with Republic Services/American Disposal Services of Illinois for the Disposal of Spoils from Excavations

RECOMMENDATION/MOTION: Recommend that the RFP be awarded to Republic Services/American Disposal Services of Illinois, in the amount of $24 per ton, the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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

BACKGROUND: Excavation spoils are a nonhazardous solid waste consisting of material removed from the ground during various digging operations. An example would be the ground materials removed when making sewer repair. The material includes soil but also wet sands, clay, sub-base gravel, asphalt, concrete, broken utility pipe, wood and glass. The receiver must have a permit from the Illinois Environmental Protection Agency to ensure safe handling of spoils. For a time, the City disposed of the material at a site near Lake Bloomington, but the site has reached capacity and is being assessed as part of the Lake Evergreen Dam/Bridge Study. This will verify that the site's capacity has been reached. In the meantime, the City needs an alternative site and has been landfilling the material.

Two (2) companies responded to the RFP, and both are qualified handlers.

1. Republic Services/Allied Waste Services of Illinois, owner/operator of the McLean County Landfill. Although materials ideally would be recycled out of the spoils, the City is aware that Republic uses spoils as landfill cover to prevent spread of debris and mitigate odor, but the City assumes some of the spoils will be landfilled. No inquiry as to planned use was made as this would have constituted an improper contact with a prospective contractor during the RFP process. Republic offered two (2) alternatives.

    a. Leave the spoils at the company's transfer station, and the company would then bring the spoils to the landfill. *Cost: $34 per ton.* This is a facility in west Bloomington where the City drops its garbage, and Republic then hauls it to the landfill.
    b. Use City vehicles to dispose of the spoils directly at the landfill site. *Cost: $24 per ton.* Public Works' Supervisors believe that, unlike the case of driving refuse trucks into the landfill, they foresee no problems driving City dump trucks into the facility to unload spoils.

2. Henson Disposal Inc. Henson is a waste hauler that also specializes in construction and demolition recycling. Its facility is located at 2148 Tri Lakes Rd., Bloomington. Spoil material would be recycled as much as possible to minimize landfilling at a time when local landfill space is at a premium. *Cost: $34 per ton.*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the RFP was published in the Pantagraph on May 22, 2104. A pre-proposal meeting was held at City Hall on May 27, 2014. A total of two (2) proposals were received by the June 6, 2014 deadline.

FINANCIAL IMPACT: A total of $80,000 is budgeted in FY 2015. $50,000 is budgeted in Sewer - Landfill & Residual Disposal (51101100 - 70650) and $30,000 is budgeted in Storm Water - Landfill & Residual Disposal (53101100 - 70650). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Other Funds & Capital Improvement Fund" on pages 129 and 137.

The amount of spoils generated by the City fluctuates based on the year, the time of year and activities requiring excavations. However, review of Public Works' records showed nearly 3,000 tons of spoils were disposed of from Aug. 13, 2013, to May 14, 2014. Despite concern over landfill space, staff cannot overlook the price difference in the two (2) proposals. It amounts to about $80 to $100 per truckload, or $30,000 total for a time span such as that seen in 2013 - 14. Staff, therefore, recommends contracting with Republic for City delivery of spoils directly to the landfill at a cost of $24 per ton.

The proposal commits the company to two (2) years at the current price and has automatic renewals for three (3) one year periods. The company may increase the price by three percent (3%) at each annual renewal. Either party – City or company – may opt out after the initial two (2) years. The City has the additional ability to provide notice of contract termination if free disposal at the City owned site at Lake Bloomington is able to be used again as determined from an ongoing study through the Water Department. Republic notes in its RFP document that the landfill will be open for a minimum of two (2) years. Therefore, the company is sure that it can fulfill the agreement.

Respectfully submitted for Council consideration.

Prepared by:	Jim Karch, PE CFM Director - Public Works
Reviewed by:	Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

CITY OF BLOOMINGTON CONTRACT WITH REPUBLIC SERVICES, INC. FOR REMOVAL OF SPOILS

THIS AGREEMENT, dated this ____ day of July, 2014, is between the City of Bloomington (hereinafter "CITY") and Republic Services, Inc. (hereinafter "REPUBLIC SERVICES").

WHEREAS**,** a "spoil" refers to excess material removed during construction excavations projects typically containing wet sands, clays, subbase gravel, asphalt concrete, concrete, broken pipe, glass, wood and other debris; and

WHEREAS, once a public works project occurs that results in excess material, a determination is made by the Director of Public Works, or his or her designee, whether or not such material meets the definition of spoils; and

WHEREAS, the CITY issued a request for proposals seeking vendors to take possession of said spoils and to dispose of same; and

WHEREAS, the CITY determined that REPUBLIC SERVICES offered the most advantageous proposal for taking possession of the CITY's spoils and disposing of same.

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**. REPUBLIC SERVICES agrees to take delivery of all of the City's spoils material as defined within this Contract and to dispose of same. The CITY shall be responsible for delivery of all spoils material it collects to a site designated by REPUBLIC SERVICES. The CITY agrees it will not pay to deliver any spoils material to any other individual or entity during the term of this Contract. Once delivered, and in the presence of a CITY representative, REPUBLIC SERVICES shall weigh the spoils material using a scale. Upon acceptance of the spoils, all incidents of ownership related to the CITY shall pass directly to REPUBLIC SERVICES.

Section 3. **Incorporation of RFP & Proposal Terms.** The provisions of RFP #2015-10, a Request for Proposal for the Disposal of Spoils Materials, and the proposal submitted by REPUBLIC SERVICES, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by REPUBLIC SERVICES. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. **Payment.** For the spoils materials disposed of by REPUBLIC SERVICES, the CITY shall pay REPUBLIC SERVICES $34.00 per ton as measured in accordance with Section 2 if the CITY delivers said spoils to the Bloomington Transfer Station. If the CITY delivers said spoils to the McLean County Landfill, the CITY shall pay REPUBLIC

SERVICES $24.00 per ton as measured in accordance with Section 2. REPUBLIC SERVICES shall submit an invoice to the CITY each month for the payment of spoils material delivered to its site. Each invoice shall list the dates of delivery and the amount of spoils material delivered on each date. The CITY shall pay only the amount billed and there is no minimum guaranteed price or delivery amount.

Section 5. **Condition of Spoils.** The CITY shall not process the spoils material in any manner prior to delivering it to REPUBLIC SERVICES and the CITY shall have no responsibility for removing foreign materials from the spoils prior to delivery. The CITY shall have no liability whatsoever for the presence of foreign materials in the spoil material it delivers. REPUBLIC SERVICES hereby releases the CITY and agrees to indemnify and hold the CITY harmless from any claim or damage or injury to persons or property related to or arising from the presence of any foreign material in the spoils delivered.

Section 6. **Term.** This Contract shall remain in full force and effect for two (2) years, unless terminated earlier as provided herein. At the expiration of the initial term, the Contract shall automatically renew for successive one year periods (but no more than 3 renewal periods total), unless a party provides the other party with notice of its intent not to renew the Contract at least 90 days prior to the expiration of the then current term. The payment set forth in Section 3 may be increased by REPUBLIC SERVICES by 3% each year the Contract is renewed.

Section 7. **Default and Termination**. Either party shall be in default if it fails to perform all or any part of this Contract. Specifically, REPUBLIC SERVICES shall be in default if it refuses to accept delivery of the spoils material at any time and/or it does not have the delivery site open during normal business hours for any reason other than those beyond its control, including but not limited to, Acts of God. For purposes of this Contract, any disruption in service caused or created by REPUBLIC SERVICES's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within REPUBLIC SERVICES'S control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 8. **Indemnification.** To the fullest extent permitted by law, REPUBLIC SERVICES shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with REPUBLIC SERVICES's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract. CITY shall maintain no liability once the spoils material is delivered to REPUBLIC SERVICES at which

point REPUBLIC SERVICES assumes full responsibility and releases CITY of any and all claims associated therewith.

Section 9. General Liability Insurance. REPUBLIC SERVICES shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than $2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 10. Representations of Vendor. REPUBLIC SERVICES hereby represents it is legally able to accept and dispose of the spoils material contemplated by this Contract and shall further abide by the hours of operation and other representations made within its proposal to the CITY.

Section 11. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 12. Compliance with Laws. REPUBLIC SERVICES and all Work by REPUBLIC SERVICES shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. 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 15. 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 16. 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 17. 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

By: Tari Renner
Its Mayor

ATTEST:

By: Tracey Covert
City Clerk

REPUBLIC SERVICES, INC.

By: _____
Its_____

By: _____
Its_____

Mayor Renner introduced this item.

Alderman Fazzini recused himself and left the dais.

Motion by Alderman Fruin, seconded by Alderman Schmidt that the RFP be awarded to Republic Services/American Disposal Services of Illinois, in the amount of $24 per ton, the Purchasing Agent be authorized to issue a Purchase Order, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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

Nays: None.

Motion carried.

Alderman Fazzini returned to the dais.

The following was presented:

SUBJECT: Request for Proposals (RFP) and Approval of Contract with WDM Design for Design/Construction Oversight of Flamingo Exhibit and Design of South American Exhibit at the Miller Park Zoo

RECOMMENDATION/MOTION: That the RFP be awarded to WDM Architects, Wichita, KS, in the amount of $74,950, and the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

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

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

BACKGROUND: Design and construction of the Flamingo exhibit were approved in the FY 2015 budget.

A RFP was sent out via normal City purchasing procedures. Zoo staff also provided a list of zoo focused architecture firms from around the nation. The request was sent to forty-four (44) different groups or individuals.

Four (4) proposals were received from the following companies:

Lead Company	**City, State**
ELM Inc.	Seattle, WA
Zoo Design, Inc.	Seattle, WA
WDM Architects	Wichita, KS
Architectural Expressions LLP	Forsyth, IL

Zoo staff was pleased with the quality of the proposals overall. All four (4) proposals provided good examples and references.

WDM Architects was chosen for a number of reasons including the lowest complete price. The Miller Park Zoo worked with WDM Architects on the Zoo's Master Plan and was pleased with the final plan. The same principal from that project will be the lead on this design project. In addition, WDM Architects had designed a number of flamingo exhibits.

In order to lower costs of design, the Galapagos Tortoise, Bush Dog and Giant Anteater, (abbreviated as South America), exhibits were added as a separate project for future construction. The Miller Park Zoological Society has agreed to pay for 100% of South America design costs but is to be considered when that project is fully funded for construction. This contract will be for design of South America and design/construction oversight of the Flamingo exhibit. South America was prioritized as a project that should be completed sooner rather than later as some of the current wood exhibits are showing their age and are in need of replacement. Besides the cost savings utilized by combining the two (2) projects, the construction documents will enable the Miller Park Zoological Society to demonstrate to potential donors what exhibits would look like.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Miller Park Zoological Society. Public notice of the bid was published in the Pantagraph on May 27, 2104. A pre-proposal meeting was held at City Hall on June 3, 2014. A total of four (4) proposals were received by the June 19, 2014 deadline.

FINANCIAL IMPACT: The Flamingo exhibit design and construction were approved in the Capital Improvement-Park Construction (40100100 - 72570) in the FY 2015 Adopted Budget. The Miller Park Zoological Society will pay the City $43,072 for this portion of the project. The Zoological society is paying $100,000 total for the Flamingo Exhibit Project and the City portion

will be $250,000. This total consists of 100% of the South America design and forty percent (40%) of the total Flamingo project (construction and design). Stakeholders can locate this in the FY 2015 Proposed Budget book titled “Other Funds & Capital Improvement Program” on pages 84, 221, and 264-265.

Respectfully submitted for Council consideration.

Prepared by:	Jay Tetzloff, Zoo Superintendent
Reviewed by:	John Kennedy, Director - Parks, Rec., and Cultural Arts 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

CITY OF BLOOMINGTON AGREEMENT FOR PROFESSIONAL SERVICES WITH WDM ARCHITECTS P.A.

THIS AGREEMENT, dated this ____ day of July, 2014, is between the City of Bloomington (hereinafter “CLIENT”) and WDM Architects P.A. (hereinafter “WDM”).

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

WHEREAS**,** CLIENT desire to expand the attractions at the Zoo to include a Flamingo Exhibit and a South America Exhibit; and

WHEREAS**,** CLIENT issued a request for proposals seeking an architectural firm design the exhibits, complete a topographical survey and the oversee the construction of the Flamingo Exhibit and WDM was determined by the CLIENT to be the most advantageous proposal; and

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

NOW THEREFORE, the parties agree as follows:

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

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

(A) Design a flamingo exhibit, with pool circulation, holding building and guest paths and flow;

(B) Design a South-America themed area with three exhibits, including a giant anteater exhibit with pool, a bush dog exhibit with pool, a Galapagos tortoise exhibit, holding building and guest paths and flow;

(C) For the exhibits, produce schematic design documents, design phase services, completed construction documents, CAD based files for CLIENT use and CAD as-built documents, provide individual construction estimates based on design documents, provide project administration throughout the project;

(D) Provide a topographic survey; and

(E) Construction phase services for the flamingo exhibit, as well as bidding phase services.

Section 3. **Incorporation of RFP & Proposal Terms.** The provisions of RFP #2015-02, a Request for Proposal for Design Services for Flamingo and South America Exhibits for the Miller Park Zoo, and the proposal submitted by WDM, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by WDM. In the event of a conflict between the terms of the RFP/Proposal and this Contract, this Contract shall govern.

Section 4. **Fees/Invoices.** For its services, CLIENT agrees to pay WDM a total fee of $33,720.00 for its work on the flamingo exhibit, $21,820 for its work on the South America exhibit, $4,200 for the topographic survey, and $15,210 for its construction phase work on the flamingo exhibit. WDM's expenses are included in the total fee prices. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. **Termination.** This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, WDM will be paid for all services and expenses rendered to the date of termination.

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

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

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

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

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

Section 11. **Assignment**. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by WDM as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

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

Section 13. **Dispute Resolution**. In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and WDM agree that all disputes between them arising out of or relating to this Agreement or

this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

Section 14. **Right of Entry.** CLIENT shall provide for WDM's right to enter property owned by CLIENT and/or others in order for WDM to fulfill the scope of services for this Project.

Section 15. **Confidentiality.** Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

Section 16. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or WDM. WDM's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WDM because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and WDM agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Section 17. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statue or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 18. **Survival**. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 19. **Entire Agreement**. Notwithstanding the incorporation of the Request for Proposals and WDM'S proposal, this Agreement is the entire Agreement between the CLIENT and WDM. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and WDM.

Section 20. **Time for Services.** Time is of the essence. WDM shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT.

Section 21. **Modification to the Agreement.** CLIENT or WDM may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such

changes, including any increase or decrease in the amount of WDM's compensation, to which CLIENT and WDM mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Section 22. **Compliance with Laws.** WDM and all Work by WDM shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 23. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 24. **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 25. **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 26. **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

By: Tari Renner
Its Mayor

ATTEST:

By: Tracey Covert
City Clerk

WDM ARCHITECTS P.A.

By: _____
Its_____

By: _____
Its_____

Mayor Renner introduced this item.

Alderman Lower questioned the long term costs for this exhibit. In addition, he cited the care and maintenance of these animals. He believed that in the past there had been issues with the handling and affordability of flamingos. He expressed his concern regarding this exhibit. Miller Park Zoo was subsidized by the City. He noted the efforts of the Miller Park Zoological Society, (MPZS). He questioned if the City and the Zoo were moving in the right direction. He had heard from constituents regarding this item.

David Hales, City Manager, addressed the Council. He cited the Zoo's Master Plan which had been approved by the Council. He noted the support of the MPZS.

Jay Tetzloff, Zoo Superintendent, addressed the Council. The Miller Park Zoo would only consider animal exhibits that Zoo staff could care for. He noted his five (5) year tenure at the Zoo. The Flamingo Exhibit should increase attendance at the Zoo by five percent (5%). In turn, this would raise additional revenue at the Zoo. The total cost of this project was $250,000. The MPZS had raised $100,000 for this exhibit. There would be no additional staffing for this exhibit. Food was not expensive. There would be heated floors. Costs would not be extreme. The cost to build and maintain this exhibit would be low.

Mayor Renner cited the City's matching agreement with the MPZS. Funds had been included in the FY 2015 budget.

Mr. Tetzloff noted that the design cost would be covered by the MPZS. He estimated this cost at $74,950. Two (2) projects would be combined to lower the overall cost for both projects. There would be no additional costs to the City. The Council had been provided with a cost breakdown.

Alderman Lower added his concern regarding the reduction of green space at Miller Park. He believed that the Zoo would be expanding its footprint.

Mr. Tetzloff noted that the projects were contained within the Zoo's current footprint. He added that the roadway in front of Zoo would be removed as a safety issue.

Alderman Stearns believed that the parking would be expanded.

Mr. Tetzloff noted that the parking would be addressed as part of the Illinois Public Museum Capital Grant Program Award.

Alderman Stearns expressed her appreciation for the cost breakdown. She questioned the funding level from the MPZS. Mr. Tetzloff restated that the MPZS would donate $100,000 towards the $250,000 Flamingo exhibit. He added that the MPZS would also donate approximately $28,000 towards the design of the South America exhibit.

Alderman Stearns expressed her concern regarding the budget process. This item addressed needs versus wants. The City has raised three (3) taxes. She expressed her concern regarding the City's affordability. She questioned what was affordable. This item was a want not a need. Citizens did not want their taxes raised. She would not support this item.

Alderman Black noted that the Council had been provided with a variety of numbers regarding these projects. The FY 2015 budget included $150,000 for the Flamingo Exhibit. The MPZS would provide $100,000.

Mr. Tetzloff noted $74,950 for design costs for the Flamingo and South America projects. He cited the breakdown: City cost - $31,878 and MPZS cost - $43,072. The design cost was included in the City's $150,000. There would be no additional cost to the City.

Mayor Renner stated that the City had agreed to match funds with the MPZS. This was a private/public partnership.

Motion by Alderman Fazzini, seconded by Alderman Schmidt the RFP be awarded to WDM Architects, Wichita, KS, in the amount of $74,950, and the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

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

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

Nays: Aldermen Stearns and Lower.

Motion carried.

The following was presented:

SUBJECT: Project Agreement between Miller Park Zoo and Illinois Department of Natural Resources (IDNR) for Illinois Public Museum Capital Grant Program Award

RECOMMENDATION/MOTION: That the grant award for $700,000 be accepted, the Project Agreement with IDNR be approved, payment to IDNR for $5,000, grant processing fee, 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 Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The Project Agreement between Miller Park Zoo and IDNR for Illinois Public Museum Capital Grant Program Award outlines the approved grant funding, project components, and program compliance requirements.

Staff identified three (3) recommendations from the Zoo Master Plan that would constitute the DeBrazza's Plaza with a total cost estimated at $720,000 with $700,000 consisting of the grant award. $20,000 was landscaping materials/labor that could be covered after the project is completed. This project would include an additional parking lot, a new DeBrazza's Monkey

Exhibit, and renovations of the Entrance Building. All of these are conveniently located near the entrance of the Zoo. Local matching dollars are based on attendance figures of the museum applying for the grant. Attendance figures for the Zoo are at a level that no local matching dollars would be needed with this grant.

The Zoo currently offers 120 parking spaces for guests. In the Zoo's Master Plan, the number of spaces increases to 163, a thirty-six percent (36%) increase. With a new playground, spray park, miniature golf course and other park activities, Miller Park is a popular area for the entire community. The new parking lot will be used for both Zoo and non Zoo park guests. The Association of Zoos and Aquariums (AZA) Accreditation Commission listed parking as a concern for the Zoo.

Guests have told Zoo staff that sometimes they come to the Zoo but cannot find a parking space and then return home after never visiting the Zoo. These additional parking spaces would help solve a safety concern by having the road that currently travels in front of the Zoo's entrance turned into parking lot instead of continuing along the east side of the Zoo. Currently, this is a through road that guests to the Zoo must cross and has been the subject of many near miss accidents involving vehicles and young children rushing from the new spray ground/playground area into the Zoo (or vice versa).

The DeBrazza's Monkey Exhibit would complement the Flamingo Exhibit as guests would experience a completely new first impression of the Zoo. The popularity of primates should make this a great attraction for guests. Another species, (to be determined later), can be displayed with the DeBrazza's Monkeys. The Zoo should see at least a three percent (3%) growth in admissions.

The Zoo's Master Plan prioritized the Gift Shop expansion and Concession Stand as the second infrastructure project behind the additional parking lot. The project includes a new roof, air conditioners, and furnaces for the Entrance Building. By expanding the Gift Shop and building a Concession Stand, the Strategic Plan estimates a 55.7% increase in concessions and gift shop net revenues. The Concession Stand will have a window for Zoo guests and will also have a window for people outside of the Zoo utilizing any/all of Miller Park's amenities. The project will fill a void for Park guests and could attract more use of the Park's amenities. The completion of the project will enable the Zoo to lower the subsidy by increasing the revenue the Zoo is able to earn. The lack of concessions at the Zoo is one of the most heard complaints Zoo staff hear from guests. Other items that the Entrance Building renovations could explore would be new carpeting and possibly solar panels.

The IDNR administers the state grant money. Information regarding this grant program was located on the IDNR's website.

This grant provided the Zoo the opportunity to complete these projects for an extremely low cost to the City, as there would be no local match required.

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

FINANCIAL IMPACT: The state will be asked to provide up to $700,000 and the Zoo qualifies with no local matching funds required. The funds will cover design, construction and associated costs of the DeBrazza's Plaza. The $5,000 award processing fee will be paid from the FY 2015 Budget from Miller Park Zoo - Other Professional & Technical Services (10014136 - 70220). Although no funds were budgeted in Other Professional & Technical Services in FY 2015, enough budgeted funds remain available in the Miller Park Zoo budget to absorb the $5,000 cost. The City will request to be reimbursed this cost after fifty percent (50%) of the project is completed which should occur in FY 2016.

Respectfully submitted for Council consideration.

Prepared by:	Jay Tetzloff, Zoo Superintendent
Reviewed by:	John Kennedy, Director - Parks, Rec., and Cultural Arts
Reviewed by:	Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manger
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

(GRANT DOCUMENT ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

Alderman Lower questioned the operational expense. The Miller Park Zoo operated in the red. The City subsidized same. He added that there would be a snack area located in the Zoo. He noted that the City did not operate the concession stand area that was located in Miller Park. He questioned building a new one.

Jay Tetzloff, Zoo Superintendent, addressed the Council. He could not address the existing concession stand. The Zoo did not have one. The size of the gift shop would be increased. These two (2) changes (i.e. a concession stand and an enlarged gift shop) would increase revenue which would assist the Zoo's sustainability.

Mayor Renner noted that the City planned to accept a $700,000 grant and the cost to the City would only be $5,000.

Alderman Lower expressed his opinion that the Zoo would continue to operate in the red.

Mr. Tetzloff cited the Zoo's Master Plan and noted that WDM Design was the consultant. This firm was confident that the concession stand would be profitable. The lack of concessions was the number one complaint of Zoo guests. This concession stand would also serve park guests. The $5,000 fee was reimbursable. Revenues should exceed expenses.

Alderman Schmidt addressed the Zoo Master Plan. The implementation of this Plan would be a private/public partnership. The Zoo was a community asset.

Alderman Sage noted that the concession stand would also serve Miller Park's visitors.

Motion by Alderman Schmidt, seconded by Alderman Black that the grant award for $700,000 be accepted, the Project Agreement with IDNR be approved, payment to Illinois Department of Natural Resources for $5,000 for the grant processing fee be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

SUBJECT: Ordinance Providing for the Issuance of not to exceed $26,000,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the Purpose of Refunding the 2004 Coliseum Bond of said City and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on said Bonds, and Approval of an Agreement Authorizing Chapman and Cutler, LLP to act as the City's Bond Counsel

RECOMMENDATION: That the Ordinance be passed, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The outstanding Taxable General Obligation Bond, Series 2004 with outstanding principal of $23,935,000, became callable as of June 1, 2014. This provided an opportunity for the City to save substantial dollars in debt service to be paid over the next twenty (20) years. The Finance Department, along with Mesirow Financial, is recommending a refunding strategy which is projected to save $5.8 million in interest payments. The City will conduct an online competitive auction for the sale as coordinated by Mesirow Financial. The attached refunding ordinance, as prepared by Chapman and Cutler, the City's Bond Counsel, outlines the details of the intended sale. Also attached are the most updated debt service projections for the 2004 Coliseum refunding bonds.

**Please note these are best estimates – market conditions on the day of the sale could produce a variation in figures presented.*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: It is estimated that the City will save $5.8 million over the next twenty (20) years.

Respectfully submitted for Council consideration.

Prepared and reviewed by: Patti-Lynn Silva, Director of Finance

Legal review by: Chapman & Cutler, Bond Counsel

Recommended by:

David A. Hales
City Manager

(ORDINANCE NO. 2014 – 73 ON FILE IN CLERK'S OFFICE)

(CONTRACT ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this issue. The City planned to issue tax exempt bonds.

David Hales, City Manager, addressed the Council. The original bond debt was taxable. A portion of the debt had been converted to tax exempt bonds. The goal was to lower the debt service costs by an estimated $6 million. He noted the Todd Krzyskowski, Mesirow Financial and Lynda Given, Chapman and Cutler, LLP, bond counsel, were in attendance at this evening's meeting.

Todd Krzyskowski, Mesirow Financial, addressed the Council. He thanked them for the opportunity to address them. He described this item as basic and direct. Interest rates should be lower, i.e. 2 – 3½%. There were savings opportunities provided by the market. Municipal bonds have optional redemption dates. The City's first opportunity occurred in June 2014. From a credit rating standpoint, this was a good management practice.

Alderman Stearns noted that the market drove any cost savings. She questioned property taxes and the Ad Valorem language. She questioned the total payout.

Lynda Given, Chapman and Cutler, LLP – bond counsel, addressed the Council. She addressed the City's Tax Levy. The original bond issue was for $30 million. General Obligation bonds were supported by property taxes. The City has had the practice of utilizing sales tax revenue and abating property taxes.

Alderman Stearns questioned what would happen if sales tax revenues were not adequate. Ms. Given stated that if this occurred, the property taxes would not be abated and would be extended instead.

Mr. Krzyskowski addressed total payments and the debt service. He noted the 2011 refinance. Total cost was $49 million with savings of $14 million.

Motion by Alderman Fazzini, seconded by Alderman Painter that the Ordinance be passed, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Bloomington Comprehensive Master Plan – Existing Conditions Analysis.

Mayor Renner introduced this item.

Vasudha Pinnamaraju, McLean County Regional Planning Commission's Executive Director, addressed the Council. She addressed the City's Comprehensive Plan – Phase 1. Existing Conditions Analysis. A Comprehensive Plan addressed long range planning, i.e. twenty to twenty-five (20 – 25) years. The key was accurate projections. She addressed what Existing Conditions were, i.e. a context for facts, framing of key issues and location based analysis. This report was developed utilizing reliable data sources. She noted that

there were limitations, i.e. availability, multiple years, scale, possible errors, etc. It provided a historic context. She noted that the City's strategic location and transportation (railroad, interstates, etc.), were key to the City's success. She addressed various strengths, i.e. local economy, quality schools and neighborhoods. She addressed growth which had been a constant. In addition, there were no restrictions to the natural environment which would restrict physical growth, (this fact could be a strength or a weakness). She cited educational levels and the skilled work force which were economic development tools.

Income levels were cited, i.e. higher than state average. The unemployment rate had historically been lower than the state. Major employment sectors were cited, i.e. professional and business services, government, financial, educational and health services. A new sector was leisure & hospitality. The labor shed extended beyond fifty (50) miles and was expected to grow due to high speed rail. Connectivity was an asset, i.e. CIRBN (Central Illinois Regional Broadband Network).

She addressed the housing market. It hit an all time low in 2012. Quality of life was addressed. There were nine (9) acres of parkland per 1,000 residents. She noted Constitution Trail which offered thirty-seven (37) miles of trails. There were wonderful recreational opportunities. She noted the low crime rate. Finally, she addressed marketing the area. CIRA, (Central Illinois Regional Airport), was an economic driver. The Bloomington Normal EDC (Economic Development Council) had adopted an attraction focus.

However, there were challenges. The City's challenges were not unique and there was always room for improvement. The work force was aging and numbers for younger workers were declining. The labor force figure had also declined. This figure was in line with state trends. Figures were presented which compared the City to the state and the nation. The City was younger than both. A key issue was retention of college age individuals after college. Maps were presented regarding population concentrations by age. Incomes were addressed and tied to inflation. The figures presented were in line with state and national trends. Individuals needed to earn more today in order to maintain the same lifestyle as a decade ago. A challenge for the City was low income households.

Housing was addressed. While the City had higher median incomes, the higher median home values and median rents were lower than the state average. The percentage owner occupied homes was lower than the state average. Assessed values were lower in the City's core neighborhoods and higher in the newly developed areas. The housing cost burden was higher in the City compared to the state. A challenge was the concentration of multi-family units, i.e. in the City's core and along Veterans Pkwy. Vacancy rates were presented. Vacancy rates over thirty-six (36) months had increased. The goal was fiscally responsible sustainable growth. Boundary changes had stressed the City's budget. Vacant land was available to be developed, i.e. 2,000 acres of vacant land, 450 residential lots, 400 commercial lots, CIRA had 700 acres of commercial land. Cautioned was urged prior to future annexations.

Aging infrastructure was another challenge. She noted the cost estimate of the Sewer Master Plan, i.e. $136 million. The City used 11.5 million gallons of water a day. Lake Bloomington and Evergreen Lake held twenty-two (22) months of capacity. Drought versus growth and the need for a regional effort were cited.

Health issues were addressed. This would be a new area that would be addressed as part of the Comprehensive Plan. Concerns were raised regarding obese/overweight individuals. There was link between obesity and chronic illness. Obesity was linked to sedentary lifestyle and access to healthy foods. The role of land use was addressed. Walkability to schools, pharmacies and grocery stores was cited. The majority of the City's west side was a food dessert. She noted low income levels and low access.

Fire safety was addressed. The six (6) minute response time was presented in a map, i.e. all areas could not be reached within this time frame. There was not a formal mutual aid agreement between the City and the Town of Normal.

David Hales, City Manager, addressed the Council. He cited the working relationships between the City and Normal's Police and Fire Departments.

Ms. Pinnamaraju addressed fire unit utilization. The unit hour utilization recommendation was .25 to .30. There was a graph prepared which documented the days/times/locations where this figure had been exceeded. She also addressed police safety. A map had been presented which overlaid crime and liquor license locations. She stressed the high crime areas. The City's core needed attention. This area had an impact upon District 87. Schools were one of the City's biggest assets.

Alderman Stearns noted that Ms. Pinnamaraju had presented interesting data. Her ward was located in the City center. She noted property EAV (Equalized Assessed Value). She expressed her concern regarding District 87. She cited quality of life. She questioned if this Plan would compare the City to the state and to the nation.

Ms. Pinnamaraju addressed the Plan's next phase Community Outreach. The City would be compared to five (5) similar communities.

Mayor Renner noted that some nationwide metrics had been presented this evening.

Alderman Black thanked Ms. Pinnamaraju for the presentation. He believed that the next step involved citizen groups.

Ms. Pinnamaraju cited the seventeen (17) working groups. She noted that ten (10) of them appeared to be popular. She referred the Council to the Plan's Facebook page.

Alderman Black noted the use of social media, (i.e. Facebook, Twitter, etc.).

Mayor Renner offered to address this topic at his Mayoral Open Houses. This Plan would impact the community. Planning was key part of governing. This Plan would be better due to the community's involvement.

Ms. Pinnamaraju addressed Community Response which commenced the beginning of July. She addressed community values and suggestions for improvement. The Council was shown the Bring It On Bloomington video.

The following was presented:

SUBJECT: Professional Engineering Services Agreement with Hanson Professional Services Inc. for Development of a Streets Master Plan

RECOMMENDATION/MOTION: That the formal bid process be waived, the agreement with Hanson Professional Services Inc. be approved, in an amount not to exceed $99,948, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

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: Existing street conditions have been well documented and have been a priority for the Council in recent years. Staff believes progress has been made in addressing deficiencies in the transportation system through sustained commitment on the part of the Council and City staff, with an emphasis on ramping up resurfacing efforts. A Streets Master Plan would add a new dimension by forming a strategy for capital projects, 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.

Scope of the Project:

- Hanson would incorporate the City's previously developed travel demand model and study traffic congestion and drive times.
- Traffic collision data would be analyzed and traffic safety would be considered.
- Economic development potential and benefits are to be considered for major potential projects. The Plan would consider factors such as location of sewer lines and potential new development. The City must provide economic benefit analysis as part of the process.
- The Plan would contain a twenty (20) year capital budget and examine life cycle costs and potential opportunities for state and federal funding sources.

- The capital plan also would incorporate information from existing City street, sidewalk and bicycle route planning.
- The Plan would identify Best Management Practices (BMPs) for street maintenance and resurfacing.
- Hanson's agreement also included conducting a public involvement meeting and making presentations to the Council.

This project is an extension of the Travel Demand Modeling and Railroad Crossing Studies Hanson was selected to perform in 2010. It is recommended that Hanson continue work on this project to utilize their knowledge of the City's existing traffic demand model and build on their work completed as part of the previous studies.

Under the proposed professional engineering services agreement, the selected engineering firm would be performing analysis, completing studies and compiling recommendations. The contract amount included in the Professional Engineering Services Agreement would be a not to exceed amount. The final overall rates and fees proposed by Hanson are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Master Planning process will include public outreach.

FINANCIAL IMPACT: The professional engineering design services contract with Hanson Professional Services is attached and includes a not to exceed maximum fee of $99,948. Payment shall be made with Capital Improvement - Design Services (40100100 - 70050). The adopted FY 2015 Capital Improvement Budget includes $100,000 in Capital Improvement Funds for this project. Stakeholders can locate this in the FY 2015 Proposed Budget document titled "Other Funds & Capital Improvement Program" on page 84.

Respectfully submitted for Council consideration.

Prepared by:	Robert Yehl, P.E., Assistant City Engineer
Reviewed by:	Jim Karch, P.E., CFM, Director of Public Works
Reviewed by:	Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 31

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT TO DEVELOP A STREETS MASTER PLAN WITH HANSON PROFESSIONAL SERVICES, INC., IN AN AMOUNT NOT TO EXCEED $99,948

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

1. That the formal bid process be waived, and the agreement with Hanson Professional Services Inc. be approved, in an amount not to exceed $99,948

ADOPTED this 14th day of July, 2014.

APPROVED the 15th day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(CONTRACT ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He recommended that the agreement with Hanson Engineers be approved as this firm was best suited to complete this work based upon their prior experience with the City. Hanson would be objective, fair and equitable. This agreement represented a significant first step.

Alderman Stearns questioned how this project would be funded. Mr. Hales noted that funds had been budgeted in the General Fund as part of the Capital Improvement Plan.

Alderman Stearns questioned the impact of this agreement upon existing projects. Mr. Hales noted that the City lack a comprehensive plan for capital projects. There was a listing of streets. Outside assistance was needed and a methodical approach would benefit certain projects. Projects would be prioritized.

Alderman Stearns questioned if this agreement would address more than streets. Mr. Hales noted that City staff was seeking state funding. There were other issues to consider. There was the ability to add bridges and traffic signals.

Alderman Lower considered the cost. He believed that Hanson Engineers had an agreement with the City regarding Lake Bloomington and Evergreen Lake at a cost of $300,000. Mr. Hales stated that this contract addressed a state mandate.

Alderman Lower noted the dollar value and suggested that there were other qualified firms. Mr. Hales stated the request included waiver of the formal bid process. He noted previous work completed by Hanson Engineers. He also cited the $700,000 cost for the Sewer Master Plan.

Alderman Black stated his support for this item. However, he did not believe that automobiles were the future. He addressed multi modal transportation. He questioned what Hanson Engineers would do with the data collected. The Council needed to set priorities.

Motion by Alderman Fazzini, seconded by Alderman Black that the formal bid process be waived, the agreement with Hanson Professional Services Inc. be approved, in an amount not to exceed $99,948, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Draft City Sidewalk Master Plan

RECOMMENDATION/MOTION: Discussion only.

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: The Public Works Department has worked on the Sidewalk Master Plan periodically for the past two (2) years, as staffing and time allowed. The work was done completely in-house, mostly by an Engineering Technician, Miscellaneous Technicians and a post-graduate intern with input from Engineers and oversight of Public Works Administration. A draft version has now come to fruition and is ready for presentation to the Council and general public.

Costs: See Financial Impact below.

Need and purpose: The Sidewalk Master Plan allows City government to address deficits in the sidewalk system in a strategic, effective manner and to create a pedestrian-friendly community in keeping with the City's short term and long term strategic goals. It identifies problems and proposes answers. It sets forth policies and objectives, and it sets forth a ten (10) year budget to meet those goals.

An inventory: The process began with systematic rating of all 423 miles of City sidewalk under a system called PASER (Pavement Surface Evaluation and Rating system). It also entailed inspection of all public sidewalk street intersections, which should be ramped under standards of the Americans with Disabilities Act (ADA). These inventories have been updated through the current construction season. At the end of the 2014 construction year, the City is expected to have:

- 1.8 miles of sidewalk rated as 1 on a scale of 10 ("failed"), another 6.4 miles rated as 2 ("very poor"), 24 miles rated as 3 ("poor") and 35 miles rated 4 (Fair -).
- At the end of the 2014 construction season, the City will have approximately 4,800 ramps that do not comply with ADA standards. Another 1,400 sidewalk locations need ramps and have none. Fewer than 2,000 City ramps will meet ADA. Each ramp costs approximately $1,200.
- Numerous gaps in connectivity – places with no sidewalk. The plan identifies eleven (11) gaps as priorities for new sidewalk construction. Most of these gaps are less than one block long.

City Sidewalk Ratings (May 2015)

PASER Rating	Description	Miles
10	**New**	**3**
9	**Excellent**	**11**
8	**Very Good**	**71**
7	**Good (+)**	**106**

6	**Good (-)**	**110**
5	**Fair (+)**	**55**
4	**Fair (-)**	**35**
3	**Poor**	**24**
2	**Very Poor**	**6**
1	**Failed**	**2**

Total = 423 miles of sidewalks

Service Level: The service level was set to reach basic walkability goals in a City with many competing budget needs. The plan's recommended service level is that all sidewalks rate as at least a 5 (Fair +) on the PASER scale. Pushing a standard higher, to a minimum rating of 6, adds fifty-five (55) miles to the repair inventory and increases cost by about $4 million (in 2014 dollars). Placing it lower reduces walkability of the City and excludes some pedestrians from some sidewalks. The recommended level of service pushes the City closer to meeting ADA sidewalk standards.

The sidewalk situation has no correlation to the overall condition of the City streets. The City sidewalk system is in much better shape than the overall City street system. Because of currently contracted work, the City will have 356 miles of sidewalk in at least acceptable shape (Rated 5 [Fair +] or better) and sixty-seven (67) miles of sidewalk that need work (Rated 4 [Fair -] or worse) at the end of this construction year. It also should be noted that the City fixes only the damaged portions of a sidewalk. For example, on average the City replaces thirty-two percent (32%) of a sidewalk rated as a 3, not the entire sidewalk. These average percentages of replacement are calculated into the costs. Nonetheless, sixty-seven (67) miles of sidewalk equates to a great deal of work, and thirty-four (34) of those miles contain sidewalks that are barely useable or not useable at all for some residents. Delay or inadequate funding will result in further deterioration of the sidewalk system.

Plan of Action: The Master Plan as drafted sets out a ten (10) year plan.

- **ADA-Compliant Ramps:** The Master Plan recommends continued, gradual installation and upgrade of sidewalk ramps, with most ramp work being done when the adjacent street is being resurfaced or reconstructed. This marks a continuation of existing strategy that is sensible and complaint with the law. First, sidewalk ramps adjacent to street work *must* be made ADA complaint under federal law. Secondly, the street work changes the street-sidewalk interface. If ramps are fixed first and the streets are resurfaced later, the resurfacing work can take the ramp out of compliance because resurfacing will change the slope and the street-sidewalk connection. These ramp costs, roughly $1,200 each, should be included in the annual resurfacing budget. Ramp cost will vary depending on

City spending on streets year to year, annual ramp estimates are not included in the Master Plan budget. They represent added cost.

- **Sidewalk Improvements:** The Master Plan seeks immediate focus on sidewalks rated as 1, 2 and 3 – failed, very poor and poor – followed by a focus on sidewalks rated as 4. Also throughout the duration of the plan, and after it, sidewalks rated as 4 or better can be repaired through a 50/50 cost sharing program in which property owners agree to pay half the cost of the repair on sidewalks not scheduled for repair.
- **Gaps:** Key missing links in the sidewalk system are to be filled gradually.
- **Responsiveness:** The Master Plan also recommends that money be set aside annually to respond to citizen reports of sidewalk problems.
- **Tree Sidewalk Conflicts:** Encroachment of roots is a leading cause of sidewalk issues. The plan seeks creative ways to preserve trees when possible and to prevent tree sidewalk conflicts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: After delivery of the report to the Council, Public Works will post the draft plan on the City's website along with an explanatory article. The article will explain that the public can submit written comments by U.S. mail, by e-mail to publicworks@cityblm.org, or by dropping off comments at the Public Works Office, Government Center, 115 E. Washington St., third floor.

Further, the City will send out press releases, and has arranged with to the Chairpersons of two (2) City Commissions for public meetings if Council chooses to advance the document forward for public review.

Planning Commission Chairman Stan Cain has expressed willingness to host a presentation of the Master Plan at one meeting and a public hearing at another. The Citizens' Beautification Committee Chairman Josh Barnett agreed to present the document to his group if the Council moves the matter forward.

Because of cost, staff is reluctant to print mass numbers of hard copies of a color document exceeding 100 pages. However, staff will provide a paper copy to any person who requests same and cannot readily download a digital version.

Before returning the Plan to the Council, staff will prepare a document which includes comments received from the public; staff may make changes to the final Sidewalk Master Plan for City Council action.

FINANCIAL IMPACT: The work identified in the Sidewalk Master Plan requires a consistent funding level that is higher than historic sidewalk funding levels. The totals are much lower than identified needs for sewers, streets and other infrastructure. The Council was provided with a chart that compared City spending over five (5) years with projected spending for the first five (5) years of the Sidewalk Master Plan. Sidewalk ramps are not included in the figures.

Costs in the draft Sidewalk Master Plan are spread out through ten (10) years. The Public Works Department strived to produce accurate numbers through its formulas for calculating sidewalk costs and by factoring in three percent (3%) annual inflation. While staff sought ways to keep

costs low, it also sought to show Council the most accurate possible picture on required spending to meet the identified goals. This is a community investment that has few revenue options, so almost all funding will have to come through the General Fund to achieve objectives.

Expenditures *(factoring in 3 percent annual inflation, ramps not included)*										
	Yr. 1	**Yr. 2**	**Yr. 3**	**Yr. 4**	**Yr. 5**	**Yr. 6**	**Yr. 7**	**Yr. 8**	**Yr. 9**	**Yr. 10**
Total	$571,583	$568,070	$598,866	$594,602	$614,250	$634,322	$654,831	$675,791	$697,215	$719,116
10-Year Spending Total: $6,328,646										
Revenue from 50/50 Sidewalk Program										
50/50 from residents	$50,000	$52,500	$55,000	$57,500	$60,000	$62,500	$65,000	$67,500	$70,000	$72,500
10-Year Revenue Total: $612,500										
Master Plan Need Compared to Flat Funding at FY 2014-15 Level										
Year	**Yr. 1**	**Yr. 2**	**Yr. 3**	**Yr. 4**	**Yr. 5**	**Yr. 6**	**Yr. 7**	**Yr. 8**	**Yr. 9**	**Yr. 10**
Master Plan	$571,583	$568,070	$598,866	$594,602	$614,250	$634,322	$654,831	$675,791	$697,215	$719,116
Flat funding	$241,582	$241,582	$241,582	$241,582	$241,582	$241,582	$241,582	$241,582	$241,582	$241,582
Short-fall	$330,001	$326,488	$357,284	$353,020	$372,668	$392,740	$413,249	$434,209	$455,633	$477,534
10-Year Shortfall if Funding Remains Flat at FY 2014-15 Level: $3,912,826										

Installation of ADA-compliant ramps represents the single largest cost for upgrading the sidewalk system. After the 2014 construction year, the inventory of unmet ramp need should be as follows:

ADA-Compliant Ramps	
Fixing 4,900 existing ramps	$5,880,000
Installing 1,300 new ramps	$1,560,000
Total (in 2014 dollars)	**$7,440,000**

Respectfully submitted for Council consideration.

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. This Plan was unique as it was developed by City staff. It would be a component of the Capital Improvement Plan.

Jim Karch, Public Works Director, addressed the Council. He planned to present a board overview. He noted that the work had been completed by City staff. He recognized staff's efforts. A number of individuals had been involved on this project and the work had been done well. He noted that the Plan was a draft document.

Mr. Karch presented the Plan's highlights. Sidewalks had been rated by parcel. The information had been kept current. The Plan would use the block by block approach. Trees had been an issue. The City must comply with the ADA (Americans with Disabilities Act). The City was required to have a Transition Plan. Carriage walks were addressed. He noted that this issue would appear on the Council's July 21, 2014 Committee of the Whole meeting agenda. Deficiencies were also addressed. City sidewalks were in better condition than City streets. In addition, sidewalks lasted longer. Only fifteen percent (15%) of City sidewalks were rated as poor or less.

The City needed a plan to maintain its sidewalks. He cited issues with ramps. The ADA requirements kept changing. Sidewalk ramps were being included in the street resurfacing program. The Sidewalk Plan would accomplish the following: 1.) all sidewalks rated one through four (1 – 4) would be repaired; 2.) tripping hazards would be addressed; 3.) connectivity gaps would be addressed; 4.) compliance with ADA; and 5.) reduce liability exposure.

Funding was addressed. Funding comparisons were presented, i.e. last five (5) years versus the first five (5) years after the Sidewalk Master Plan is accepted. He acknowledged that funding sidewalks would be difficult. The key was for the City to be reasonable. He presented a ten (10) year plan. He compared 2014 dollars to inflation adjusted figures. Expenditures over ten (10) years would be over $6 million. The 50/50 program which represented a partnership with private citizens would be over $612,000. He noted that a sidewalk ramp currently cost $1,200. A cost break down was presented that did not include ramps. The draft plan would be placed on the City's web site for summary review and comment. City staff was interested in feedback and starting a dialogue.

Alderman Black thanked Mr. Karch for the presentation. He found the photographs helpful. He cited the carriage walks and 50/50 Program. He was interested in carriage walks. He suggested that the City consider a payment plan for the 50/50 Program.

Mayor Renner suggested that the payment plan be an addition to the property's water bill.

Alderman Black noted the value of ADA compliance, i.e. sidewalk ramps. This work needed to continue.

Mr. Karch restated that the carriage walks section was amendable.

Alderman Lower questioned state right of ways and ADA compliance. Mr. Karch noted that the City worked with IDOT, (IL Department of Transportation). City staff made requests, reached out and made IDOT aware of the City's needs.

Alderman Stearns thanked Mr. Karch for the presentation. Carriage ways were unique. They were a key element of Victorian homes. She cited architectural integrity. She also addressed school routes and City interaction with District 87 and Unit 5. She questioned if City staff encouraged the use of the walking routes. Mr. Karch noted that establishing school walking routes was a priority.

Mr. Hales encouraged the Council to review the draft plan and provide feedback to City staff.

Mayor Renner noted that the proposed Text Amendment to Chapter 2. Administration regarding Public Comment had been removed from the agenda.

Jeff Jurgens, Corporation Counsel, addressed the Council. He had worked with the Council, the Attorney General's Office's Public Access Counselor and the McLean County State's Attorney's Office. The proposed ordinance would appear on the Council's July 28, 2014 meeting agenda.

CITY MANAGER'S DISSCUSSION: David Hales, City Manager, addressed the Council. A key topic was a draft Capital Improvement Plan which would be a community plan with a time line. There would be a number of components. He questioned how to engage the public. There would be a number of opportunities to address this plan which would include five, ten and twenty (5, 10 & 20) year plans.

The City had financial challenges. The City needed a comprehensive approach. The Council would be asked to approve a community plan for the Capital Improvement Plan. There was a backlog of deferred maintenance. Citizens needed to be educated and informed. Issues needed to be recognized. Citizens needed to become part of the solution.

The Council's July and August meetings would see heavy agendas. He informed the Council that Roberta "Bobbie" Herakovich, Interim Parks, Recreation & Cultural Arts Director, would start with the City tomorrow, July 15, 2014.

MAYOR'S DISCUSSION: Mayor Renner informed the Council that he had participated in a productive meeting regarding investment in the Downtown. He had also

visited Pontiac, IL. Pontiac had taken advantage of its connection to Rt. 66. The Visitor Center ground breaking ceremony would be held at the McLean County History Museum on Wednesday, July 30, 2014. He would be unable to attend.

ALDERMEN'S DISCUSSION: Alderman Stearns noted that John Kennedy, former Director of Parks, Recreation & Cultural Arts, had left employment with the City. She complimented Parks, Recreation & Cultural Arts Department's staff efforts regarding the City's 4th of July celebration. She had received compliments from constituents.

She also addressed the Comprehensive Plan. She had been raised here. The City core was her concern. She looked forward to discussions regarding same.

Alderman Lower expressed his opinion that the bond refinancing was a worthwhile effort. He had extended family in Pontiac, IL. This community embraced its culture.

Motion by Alderman Fazzini, seconded by Alderman Painter, that the meeting be adjourned. Time: 8:53 p.m.

Motion carried.

Tracey Covert
City Clerk

FOR COUNCIL: July 28, 2014

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 July 24, 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: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

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

FOR COUNCIL: July 28, 2014

SUBJECT: Appointments to John M. Scott Health Care Commission (JMSHCC)

RECOMMENDATION/MOTION: That the Appointments be affirmed.

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

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

BACKGROUND: I ask your affirmation of the following appointments:

John M. Scott Health Resource Center: Scott Hamilton, MD, affirming Second Presbyterian Church appointment to this Board. Dr. Hamilton will replace Dr. James Swanson's, appointment. Second Presbyterian Church is authorized to appoint a member of their church to this Board.

Per Section II of the JMSHCC by-laws, Dr. Scott Hamilton shall serve out a term ending April 30, 2015 and a new term will be added ending April 30, 2018. He will then be able to serve for two (2) additional terms for the maximum of three (3) consecutive terms.

James Swanson, MD, affirming McLean County Medical Society appointment to this Board. Dr. Swanson will replace Dr. Gregory Halperin's appointment. McLean County Medical Society is authorized to appoint a member of the society to this Board.

Per Section II of the JMSHCC by-laws, Dr. James Swanson shall serve out a term ending April 30, 3016 and a new term will be added ending April 30, 2019. He will then be able to serve for two (2) additional terms with the option of three (3) consecutive terms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner, Mayor

Attachment: Attachment 1. By-laws

Motion: That the Appointments be affirmed.

Motion: _____ Seconded by: _____

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

JOHN M. SCOTT HEALTH CARE COMMISSION

BY-LAWS

ARTICLE I---NAME

The name of this organization shall be the John M. Scott Health Care Commission.

ARTICLE II---PURPOSE

Section 1—Objectives. It shall be the objective of the Commission to advise the Trustees of the John M. Scott Health Care Trust. The purpose of the Trust is to provide health care for the use and benefit of all sick and otherwise disabled persons who reside in McLean County, Illinois, no matter from what cause such sickness or disability may arise, and who cannot pay for the needed care and attention; and to conduct health-related informational and educational programs and activities to assist such persons in preventing illness and promoting good health. All activities of the Trust shall be conducted without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from the military service, or any other factor subsequently determined by law to require protection from discrimination. Working with those organizations that appoint Commission members, we endeavor to have a Commission with the diversity necessary to appropriately represent the various segments of our total population. The Commission shall advise the Trustees in three main categories:

1. development of programs at the John M. Scott Health Resources Center;
2. planning of a comprehensive health care program for the economically disadvantaged residents of McLean County, Illinois;
3. and such other matters as directed by the Trustees from time to time.

Section 1—Methods of Accomplishing the Objectives. The Commission shall proceed on the principle that there is a serious need to improve the health care of the economically disadvantaged residents of McLean County, Illinois. The Commission, acting as the advisor to the Trustees of the John M. Scott Health Care Trust, shall actively participate in selecting and recommending to the Trustees those goals and objectives (programs and activities) that are consistent with the intent of the Trust. In the sprit of a working partnership, the Commission shall specifically work to:

1. Inform itself of the status of the health care of the economically disadvantaged residents of McLean County.
2. Develop and implement health care programs and activities, which are consistent with the intent of the Trust.. Financial assistance shall only be available to American citizens and registered legal aliens who reside in McLean County.
3. Assess, describe and address needs that cannot be corrected by other private and public health resources, to accomplish the purpose of the Trust.

4. Promote a broad understanding of the vital importance of assuring adequate health care opportunities for economically disadvantaged residents of the community.

ARTICLE III---DUTIES AND RELATIONSHIPS

Section 1---Source of Membership. The Commission shall be made up of representatives from the community designated or selected as follows:

a. the elected Township Supervisor of General Assistance of the City of Bloomington Township;
b. one member of the McLean County Medical Society (selected by said society);
c. one member of the McLean County Dental Society (selected by said society);
d. one member to represent the Governing Board of BroMenn Healthcare (selected by said Board);
e. one member to represent the Community Advisory Board of OSF St. Joseph Medical Center (selected by said Board);
f. one member to represent the Second Presbyterian Church of Bloomington (selected by the ruling elders of said church);
g. one member to represent the Board of the McLean County Health Department (selected by said Board);

provided, however, that if no Board member from either BroMenn Healthcare, OSF St. Joseph's Medical Center or McLean County Health Department can serve on the Commission, an upper level management employee with overall responsibility for executing the policies and programs of those organizations, or a physician may serve as those organization's representative on the Commission as long as the organization seeking to substitute an employee for a Board member submits a written statement stipulating that no Board member is available to serve on the Commission; and additional representatives of such other bodies or agencies, not to exceed four (4) in number, as may be designated from time to time by the Trustees. As of the publication of the by-laws, the current four appointments made by the Trustees are:

h. 9th District Nurses Association of Illinois (proposed by said Association);
i. Bloomington Regional Optometric Society (proposed by said Society);
j. Mid-Central Community Action, Inc. (proposed by said Board of Directors);
k. United Way of McLean County (proposed by said Board of Directors).

The four representatives designated in the by-laws to be appointed by the Trustees shall, during their terms of office, serve at the pleasure of the Trustees. The Trustees alone reserve the sole right to make such future appointments without assistance or representation from any organization.

The Commission can appoint up to three (3) ad hoc members, as it deems necessary for specific projects or purposes. The ad hoc members will not have voting rights.

Section 2—Appointments. The Commission shall consist of eleven (11) members as designated in Article III; Section 1. With the exception of the elected Township Supervisor of General Assistance of the City of Bloomington Township, whose elected office is considered to be a permanent position on the Commission, the remaining ten (10) Commission members, who are appointed, shall serve for three (3) years in predetermined rotating staggered terms designated term period one, two, and three. The term periods shall expire as follows:

ONE—first Monday on June, 1987
TWO—first Monday in June 1988
THREE—first Monday in June, 1989

and in respective successive anniversary years thereafter. In conjunction with the staggered term of periods, there is need to establish permanent cohesiveness and continuity within the Commission, from its inception, by both the individual representatives and their organizations. Therefore, each of the representatives is assigned to one of the three groups as follows:

Group A (three members assigned by the Trustees), represented by the 9th District Nurses Association of Illinois, Bloomington Regional Optometric Society, and Mid Central Community Action, Inc.;
Group B represented by BroMenn Healthcare, McLean County Health Department, and OSF St. Joseph Medical Center;
Group C (the public sector) represented by the Township Supervisor of General Assistance of the City of Bloomington Township, Second Presbyterian Church of Bloomington, and United Way of McLean County; and
Group D (the medical/dental sector) represented by the McLean County Medical Society and the McLean County Dental Society.

TERM PERIOD ONE and TWO will contain one representative each from groups A, B, C, and D. TERM PERIOD THREE will contain one representative each from group A, B, and C. The initial assignment of the Commission members to a term period including the elected official described above was made by drawing lots at the first meeting following the initial adoption of by-laws by the Commission. The period for which each of the present members serves has developed from the initial adoption of by-laws. Any person appointed to fill a vacancy prior to the expiration of the term from which the predecessor was appointed shall serve for the remainder of such term. A Commissioner may serve more than one term, but no more than three consecutive terms, as a representative of any one of the stated bodies. Those members appointed to fill a vacancy may serve out the term of that Commissioner and then serve for three additional consecutive terms. Any Commissioner who has served three consecutive terms may serve as a Commissioner again one year after the expiration of the most recent term served by that Commissioner. A Commissioner who has served three consecutive terms may not be appointed to fill a vacancy unless that vacancy occurs at least one year after the expiration of the most recent term served by that Commissioner.

Section 3—Voting. Each member shall have one vote.

Section 4—Proxy Vote. Each organization identified in Article III; Section 1, may appoint a replacement from their organization to sit in place of the designated Commissioner's absence. The appointed replacement person shall exercise the right to vote in decisions facing the Commission until such time as the designated Commissioner returns.

Section 5—Removal. Each of the appointed Commission members may be removed by his/her respective organization for cause, either on its initiative or upon request of the Trustees. The organization involved shall immediately appoint a new representative. The Commission member who is an elected official may be removed for cause by the Trustees.

Section 6—Resignation. Any member of the Commission may resign by giving written notice to the Trustees and the Chairperson. Such resignation shall take effect at the time specified in the written notice.

Section 7—Relationship.

Trustees—The relationship of the Commission to the Trustees will be that of a trusted advisor as delineated in the Declaration of Trust in Article II. The Trustees will retain and exercise final responsibility for the policy direction, program priorities, budgeting and appropriations. To this end, as advisors, the Commission shall actively search for methods to improve the health care for the poor; participate in both selecting and maintaining meaningful health care programs and activities; initiate recommendations to the Trustees to either continue, alter, add, delete current/new health care programs and activities which are consistent with the Trust.

Staff Administrator—This person shall act as the primary administrative resource and advisor to the Commission. The Staff Administrator shall be a City employee. As such he/she shall be directly responsible for maintaining all administrative records and files, all financial documents and fiscal management in and for the name of the Trust, the Trustees, and the Commission. The Staff Administrator shall be a non-voting member on the Commission, and considered being a representative of the Trustees when so directed.

ARTICLE IV---OFFICERS

Section 1—Officers Enumerated. The officers of the Commission shall be Chairperson. Vice-Chairperson, and such other officers as may, in the judgment of the organization, be necessary, from within its own organization, together with the Staff Administrator. The officers of the Commission are to act as individuals and not as a member of a group they represent.

Section 2—Election of the Officers. Nomination of officers shall be made from the floor at the first meeting of May of each year. Candidates for each office receiving a

simple majority of the membership present (a quorum being necessary) at the specified meeting shall be declared elected and shall serve for one year, or until their successors are elected. No Chairperson or Vice-Chairperson shall serve more than three consecutive terms in the same office. Vacancies in offices shall be filled immediately by the election procedure specified above.

Section 3—Duties of Officers.

Chairperson—to preside at all meetings of the membership, appoint committees with approval of the membership.

Vice-Chairperson—to perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform his/her duties.

Staff Administrator—to see that minutes of all membership meetings are kept and have custody of the records and minutes of the Commission; to give advice and proper notice of all meetings of the membership and committees upon request by the Chairperson of the Commission or Chairperson of the committees.

ARTICLE V---COMMITTEES

Committees. The Chairperson may appoint committees to perform certain specific functions on a temporary basis. These temporary committees will be disbanded when their specific functions have been served.

ARTICLE VI---MEETINGS

Section 1—Regular Meetings. Regular meetings will be held during the second week of every month. The Staff Administrator and Chairperson shall prepare the agenda. The Commission members shall submit agenda items to the Chairperson one week prior to the scheduled monthly meeting. The Staff Administrator shall provide all members with a written agenda, or notice of cancellation, for these meetings not less than four (4) days in advance of the meetings.

Section 2—Special Meetings. Special meetings may be called by the Chairperson. The Staff Administrator shall notify all members in the manner directed by the Chairperson in advance of such special meetings. The notice shall specify the purpose of such meeting and no other business may be considered except by unanimous consent of the Commission members present.

Section 3—Quorum. A quorum shall constitute a total of six (6) voting members currently appointed, or one member over half the members. A quorum will be necessary to transact official business; however, informal discussion can take place when a quorum is not present. A simple majority vote of the voting members present shall be required to pass motions before the membership.

Section 4—Attendance at Meetings. Any Commissioner who misses three (3) regularly scheduled meetings during a term year without an excuse which is accepted by a simple majority of the membership present (a quorum being necessary) at which the question is raised, shall be given written notice by the Chairperson of such absences, and with said notice shall be requested to notify the Chairperson as to their intentions with respect to continued membership in the Commission. By a majority vote of the members present at a meeting at which the question is raised, the Commission may recommend appropriate action concerning the status of such member to both the Trustees and the Commissioner's organization, if any.

Section 5—Committee Meetings. Committees shall meet as determined by the Chairperson.

Section 6—Public Meetings. All meetings of the Commission and its committees, at which official action is taken, shall be open to the public at large in accordance with the official public meetings act.

Section 7--Citizen Participation. In keeping with the spirit and intent of the Trust, the Commission, during regularly scheduled meetings, may desire to receive input from concerned citizens, groups and/or agencies regarding unmet health care needs within McLean County. This will be accomplished in the following manner:

1. **Scheduled Participation.** Any person, group and/or agency having business, i.e., concerns for unmet health care needs, may speak when prior arrangements to do so have been made with the Chairperson. A specific time to speak will be reserved on the agenda. Committee advisors, i.e., pharmacists, physicians, nurses, etc. will be allowed to speak at committee meetings where topics related to their profession(s) are discussed.
2. **Unscheduled Participation.** Any person, group and/or agency having business, i.e., concerns for unmet health care needs, not having made prior arrangements with the Chairperson to speak before the Commission may be allowed to speak upon passage of a motion to suspend the Rules temporarily to allow citizens to address the Commission.

ARTICLE VII---PARLIAMENATRY AUTHORITY

Robert's Rules. The latest published "Robert's Rules of Order Revised" shall govern in so far as is applicable and consistent with these by-laws.

ARTICLE VIII---FINANCING

Section 1—Funds from the Trust. The Commission may request monies from the Trust or Staff Administrator from the City of Bloomington administration to enable it to adequately carry out its responsibilities, provided such requests are submitted in writing to the Trustees, and are in harmony with provisions of the Trust itself.

Section 2—Gifts and Donations. Any gift and/or donation received by the Commission from either the public or private groups and/or individuals to help them carry out the provisions of the Trust, shall be turned over to the Trustees to be used in accordance with the Trust itself.

ARTICLE IX---AMENDMENTS

Section 1---Amending the By-laws. These by-laws may be amended by eight (8) of the eleven (11) of the entire voting membership of the Commission provided the amendment shall have been submitted to the membership in writing at least two (2) weeks in advance of the meeting at which it is to be considered. The vote may be by a mailed written ballot.

Amended July 8, 1992
Amended January 9, 1995
Amended September 27, 2004

FOR COUNCIL: July 28, 2014

SUBJECT: Appointment to the Human Relations Commission

RECOMMENDATION/MOTION: That the Appointment be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: I ask your concurrence in the appointment of Kiranmayi "Kiran" Konam of 7 Tralee Ct., Bloomington 61704 to the Human Relations Commission. Her three (3) year term will expire April 30, 2017.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Asst.

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Board Roster

Motion: That the Appointment be approved.

Motion: _____ Seconded by: _____

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

Human Relations Commission

Staff/Chair	Title	First Name	Last Name	Street	Zip	Expiration	Appointment Date	Year First Appt
		VACANT						
		Dontae	Latson	213 E Front St #5	61701	04/30/17	04/14/14	2014
		Gary	Hoover	2610 #2 Rainbow Ave	61704	04/30/17	04/14/14	2014
		John	Elliott	1408 Kurt Dr #10	61701	04/30/15	03/24/14	2009
		Rhonda	Smith	2 Rock Garden Ct, Duplex #1	61704	04/30/17	03/24/14	2011
		Suresh	Krishna	1408 Tralee Lane	61704	04/30/16	05/28/13	2013
		Janet	Lancaster	316 N Main	61701	04/30/16	05/28/13	2013

Staff		Ernestine	Jackson	109 E. Olive St	61701			

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
Type: Internal
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 2nd Wed of each month at 7:00pm - Council Chambers

Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 0
Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:

FOR COUNCIL: July 28, 2014

SUBJECT: Purchase of a 2015 International Navistar 4300 Horton Type MED, Model 623 Type I Ambulance

RECOMMENDATION/MOTION: That the purchase of a 2015 International Navistar 4300 Horton Type MED, Model 623 Type I Ambulance from Foster Coach, Sterling, IL, through the Northwest Municipal Conference (NWMC) Joint Purchasing Cooperative be approved, in the amount of $232,585, and the Procurement Manager be authorized to issue a Purchase Order.

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 service, and 1d. City services delivered in the most cost-effective, and efficient manner.

BACKGROUND: Council authorized the purchase of a replacement ambulance as part of the Fiscal Year 2015 budget. According to 30ILCS 525/2 from CH. 85, pr. 1602 Sec. 2(a), any government unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive bids as provided in Section 4 of this Act. The vendor available for ambulance purchase was Foster Coach, Inc., a Horton Ambulance sales representative. This vendor was selected after participation in a bid process with the Suburban Purchasing Cooperative (SPC).

The ambulance would be purchased through the SPC which combines the resources and purchasing power of multiple governments to jointly bid and negotiate advantageous contract terms. The SPC is a joint purchase program sponsored by the NWMC, DuPage Mayors & Managers Conference (DMMC), South Suburban Mayors & Managers Association (SSMMA), and Will County Government League (WCGL). The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis.

Economies of scale in terms of process and staff resources are the prime objectives of the SPC Joint Purchasing Program. By purchasing through the SPC, the Fire Department will not only save money, but ensure the vehicle is purchased on an accelerated basis to preserve life and property. Acting as an extension of the purchaser's staff, SPC staff works diligently to avoid the needless duplication of effort through in-house coordination of several functions involved in the procurement process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no other vendors contacted. The City is a member of the NWMC and is taking advantage of the SPC.

FINANCIAL IMPACT: This replacement unit is budgeted in the City's FY 2015 Budget under Capital Lease - Capital Outlay Licensed Vehicles (40110130 - 72130). The unit is budgeted at a cost of $238,725. The actual cost for the replacement is $232,585. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds and Capital Improvement Program" on pages 107 & 114.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Fire Administration

Reviewed by: Michael Kimmerling, Fire Chief

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

Attachments: Attachment 1. SPC Bid Approval Award letter to Foster Coach Sales, Inc., dated January 18, 2013.
Attachment 2. SPC Foster Coach Extension Letter dated November 13, 2013.
Attachment 3. Photo of the 2003 ambulance being replaced, Medic 7.

Motion: That the purchase of a 2015 International Navistar 4300 Horton Type MED, Model 623 Type I Ambulance from Foster Coach, Sterling, IL, through the NWMC Joint Purchasing Cooperative be approved, in the amount of $232,585, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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

SPC
SUBURBAN PURCHASING
COOPERATIVE

A Joint Purchasing Program For Local Government Agencies

January 18, 2013

Mr. Steve Foster
President
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the award of the SPC 2013 Type I Additional Duty Ambulance Contract #133 to Foster Coach Sales Inc./Horton Emergency Vehicles. The award is based on the SPC Fire Core Cost Containment Committee's analysis of all proposals, with Foster Coach Sales Inc./Horton Emergency Vehicles submitting the lowest cost responsive, responsible bid, earning the highest points on the proposal evaluation checklist and found to be in compliance with all bid specification requirements.

With acceptance of this contract, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract is January 21, 2013 through January 20, 2014. The SPC reserves the right to extend this contract for up to three (3) additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of $600.00 per ambulance for members and $850.00 per ambulance for non-members, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Program Manager for Purchasing
Northwest Municipal Conference

Ellen Dayan, NWMC — 01/18/2013 Date

Steve Foster, Foster Coach — PRESIDENT — 1/18/13 Date

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1616 East Golf Road
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 722-7280
Fax: (815) 722-0528

SPC
SUBURBAN PURCHASING
COOPERATIVE

A Joint Purchasing Program For Local Government Agencies

November 13, 2013

Mr. Steve Foster
President
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has the first of three (3) possible one-year contract extensions of the SPC 2013 Type I Additional Duty Ambulance Contract #133 to Foster Coach Sales Inc./Horton Emergency Vehicles. The Governing Board also agrees to grant Foster Coach a 2.25% price increase as follows:

CHASSIS	2013 AWARD PRICE	2014 PRICE
2014 Ford F650 per SPC specifications	$242,798.00	**$248,261.00**
2014 Ford F450 4 x 2 per SPC specifications	$212,064.00	**$216,835.00**
2014 International 4300 per SPC specifications	$242,813.00	**$248,277.00**
2014 Freightliner M2 per SPC specifications	$238,863.00	**$244,253.00**

Lastly, the SPC Governing Board has agreed to add the following chassis options:

CHASSIS	PRICE
2014 Dodge D4500 per SPC specifications	**$227,856.00**
2014 International TerraStar per SPC specifications	**$231,157.00**
2014 Ford E450 Cutaway per SPC specifications	**$193,443.00**

With acceptance of this contract extension, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The duration of the contract extension is January 21, 2014 through January 20, 2015. The SPC reserves the right to extend this contract for up to two (2) additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of $600.00 per ambulance for members and $850.00 per ambulance for non-members, which shall be paid directly by the vendor to the SPC on a quarterly basis.

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Program Manager for Purchasing
Northwest Municipal Conference

Ellen Dayan, NWMC — 11/13/13 Date

Steve Foster, Foster Coach — 11/12/13 Date

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3N102
BLOOMINGTON
FIRE DEPT.
AMBULANCE
E450
MEDIC 7
3-NORA-102
AMBULANCE

FOR COUNCIL: July 28, 2014

SUBJECT: Purchase of a 2014 E-ONE HP 78 Ladder Truck and Loose Equipment

RECOMMENDATION/MOTION: That the purchase of a 2014 E-ONE HP 78 Ladder Truck from Banner Fire Equipment, Roxana, IL, through the Houston-Galveston Area Council (H-GAC) Joint Purchasing Group be approved, in the amount of $813,858, and the Procurement Manager be authorized to issue a Purchase Order.

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 service, and 1d. City services delivered in the most cost-effective, and efficient manner.

BACKGROUND: The Fire Department has established as a best practice for replacement of fire apparatus that fifteen (15) years of service denotes the vehicle age where operating costs outweigh the vehicle's value. According to several studies done at the National Fire Academy, age is the primary factor for vehicle replacement. Other factors such as mileage and more important engine hours and maintenance costs are also considered. *NFPA 1901 Standards for Automotive Fire Apparatus*, only recommends replacement of pre 1991 vehicles due to significant changes in safety equipment on the vehicles. This includes features as rollover protection, enclosed cabs, better braking and suspension and the addition of air conditioning.

The HP78 Truck, will replace a 1991 Pierce 50' Telesquirt. Council authorized the purchase of this ladder truck as part of the FY 2015 budget that was approved in April 2014.

According to 30 ICLS 525/2, any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. In addition, the City Code, Chapter 16, Section 50, provides in cases where something is purchased through a joint purchase agreement, the City Council may approve the purchase without the request of a resolution waiving the bidding process.

At the June 23, 2014 Council meeting, the Council authorized the use of the joint buyers group H-GACBuy. H-GACBuy is a government to government cooperative purchasing program. It has operated under the local government authority of the Houston Galveston Area Council for forty (40) years. Its enabling legislation allows for H-GACBuy to act nationwide on behalf of local governments, special districts and private non-profits providing a government service. Currently, over 5000 jurisdictions in forty-eight (48) states, approximately sixty (60) in Illinois, have executed Inter-Local Contracts (ILC) with H-GAC. This allows them to use any of H-GACBuys competitively procured contracts for goods and services. Through this relationship, the purchaser is covered by the HGACBuy procurement. Over the years, H-GACBuy has developed an enviable working relationship with its members and is recognized for its

knowledgeable and outstanding customer service. H-GACBuys procurement process includes research, preparation of specifications, pre-bid and pre-proposal conferences, legal notice posting and advertising, bid/proposal review and contract execution. End User Purchase Orders are confirmed to contract. Complete documentation is available to the end user at any time upon request.

Economies of scale in terms of process and staff resources are the prime objectives of the H-GACBuy. By purchasing through the H-GACBuy, the Fire Department will not only save money, but ensure the vehicle is purchased on an accelerated basis to preserve life and property. Acting as an extension of the purchaser's staff, H-GACBuy's staff works diligently to avoid the needless duplication of effort through in-house coordination of several functions involved in the procurement process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no other vendors contacted. The City has executed an Inter-Local Contract with the H-GAC and is taking advantage of HGACBuy.

FINANCIAL IMPACT: Funding of $848,800 for this fire truck was appropriated in the FY 2015 Adopted Budget under Capital Lease – Vehicle Outlay (40110100 – 72130). The actual cost of $813,858 will result in a savings of over $34,000. The lease for the fire truck will be for ten (10) years versus the typical five (5) year lease because of the longer estimated service life. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 107.

Respectfully submitted for Council consideration.

Prepared by:	Lester Siron, Deputy Chief of Fire Operations
Reviewed by:	Michael Kimmerling, Fire Chief
Financial & budgetary review by:	Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Proposal

Motion: That the purchase of a 2014 E-ONE HP 78 Ladder Truck from Banner Fire Equipment, Roxana, IL, through the H-GAC Joint Purchasing Group be approved, in the amount of $813,858, and the Procurement Manager be authorized to issue a Purchase Order.

Motion: _____ Seconded by: _____

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

BANNER
FIRE EQUIPMENT, INC.

FIRE APPARATUS PROPOSAL

DATE: June 10, 2014

This proposal has been prepared for:

CITY OF BLOOMINGTON, ILLINOIS
FIRE DEPARTMENT
109 EAST OLIVE STREET
BLOOMINGTON, IL. 61702

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	E-One All Aluminum HP78 Rear Mount 78ft Aerial quint unit mounted on an E-One Typhoon custom chassis with Cummins ISL 450hp engine, 500 gallon tank, 1500 gpm e-Max pump, per enclosed specifications. Pricing of the above unit is per HGAC schedule.	$813,858.00

BANNER FIRE EQUIPMENT, INC.

Delivery will be FOB Roxana, Il. and will be made approximately 240 calendar days after receipt of purchase order. Standard Terms of Payment are 90% of the purchase price due upon arrival of the unit at our Roxana, Il. facility, with the balance due upon pick up.

.

Company: BANNER FIRE EQUIPMENT, INC.

By: _____
Michael J. Benker

Title: Dealer Principal

BANNER
FIRE EQUIPMENT, INC.

ITEMS INCLUDED IN PROPOSAL

- Final plant inspection trip for (3) three Bloomington personnel.
- Performance Bond
- HGAC fee
- (3) AP75 4.5 SCBA
- (6) 4500psi 30 minute carbon cylinder
- (3) AV3000 medium facepieces
- (3) Epic 3 voice amplifier
- Evolution 5200 TIC with vehicle kit
- Motorola APX 7500 Radio package, installed.
- (9) 100ft lgts Key 5" rubber hose, coupled Storz

PREPAYMENT OPTIONS

The City may elect to exercise one of the following prepayment options:

Prepayment Option One: 100 % Full Prepayment

Prepayment discount is based on a 100% prepayment of the contract price. Prepayment must be made within 21 calendar days of purchase order/contract date. The discount for this option would be **$27,000.00.**

Example one: Bid/Contract Price $813,858.00 less Prepayment discount of $27,000.00 equal a down payment of $786,858.00 payable within 21 calendar days.

The City may elect to exercise the following prepayment option:

Prepayment Option :

Prepayment discounts can also be calculated on a per day basis based upon a 3% annual percentage rate. Prepayments earn interest beginning three business days after funds are received at our Roxana office, and ending the day the truck leaves the Ocala, Florida plant. The discounts are based upon a specific calendar day delivery schedule and may be adjusted up or down based upon the actual delivery time.

Example 1: $100,000.00 down payment with a 270 day delivery:

$100,000.00 x.0.03 /365days x 270 days = $2,218.00 discount

FOR COUNCIL: July 28, 2014

SUBJECT: Waive Formal Bid Process and Purchase of Personal Protective Equipment – Firefighting Turnout Gear

RECOMMENDATION/MOTION: That the formal bid process be waived, the purchase of six (6) complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from Municipal Emergency Services, Inc. (MES), Deerfield, IL, be approved, in the amount of $14,954, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

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 service, and 1d. City services delivered in the most cost-effective and efficient manner.

BACKGROUND: Council authorized the purchase of replacement turnout gear as part of the FY 2015 budget.

Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association's recommended useful life for firefighting protective wear. Since 2006, the Fire Department has made considerable investments in this particular Turnout Gear providing consistency in use for firefighters and cost savings.

The gear that the Department uses was selected in 2006 during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost. A major determining factor was that the gear has a shell warranty of seven (7) years against any damage that occurs during firefighting operations, eliminating gear repair line item previously budgeted at $15,000 per year.

The Fire Department did obtain quotes for this gear to provide a bench mark for the Council:

Vendor	Cost per Turnout Gear Assembly	Total Cost of Six (6) Sets of Turnout Gear
MES Global	$2,493	$14,954
Time Emergency Equipment	$2,905	$17,430
Globe Manufacturing Company	$3,435	$20.610

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The total cost for the Firefighter Turnout Gear is $14,954 which has been budgeted in Fire – Protective Wear (10015210 - 62191). Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund on page 272.
Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Fire Administration

Reviewed by: Michael Kimmerling, Fire Chief

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:
Attachment 1. Resolution
Attachment 2. Municipal Emergency Services, Inc. Quote dated 06/03/2014
Attachment 3. Time Emergency Equipment Quote dated 06/03/2014
Attachment 4. Globe Manufacturing Company, LLC Quote dated 06/06/2014

Motion: That the formal bid process be waived, the purchase of six (6) complete sets (jacket and pants) of Globe Gold Millenia XT G-Xtreme Firefighter Turnout Gear from MES, Deerfield, IL, be approved, in the amount of $14,954, the Procurement Manager be authorized to issue a Purchase Order, and the Resolution adopted.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF FIREFIGHTING TURNOUT GEAR FOR THE FIRE DEPARTMENT FROM MUNICIPAL EMERGENCY SERVICES, INC. AT A PURCHASE PRICE OF $14,954

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Firefighting Turnout Gear at a Purchase Price of $14,954.

ADOPTED this 28th day of July, 2014.

APPROVED this ___day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: July 28, 2014

SUBJECT: Waive the Formal Bid Process and Contract with CPS Human Resources Consulting to Administer an Asst. Fire Chief Promotional Testing

RECOMMENDATION/MOTION: That the formal bid process be waived, the agreement with CPS Human Resources Consulting, Sacramento, CA, be approved, in the amount of $17,450, in addition to the possibility of the cost for an additional test date and reasonable costs for travel and lodging, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On September 22, 2010, Requests for Proposals (RFPs) were mailed to fifteen (15) testing firms in addition to providing public notification for promotional testing services in the Fire Department. The RFP included the development of appropriate testing that required a job analysis be performed. Two (2) RFP's were received by the deadline from Resource Management Associates and CPS. The two (2) RFP's included different pricing, but ultimately the bottom line was an effective tie in cost. A committee was formed and ultimately recommended that the RFP be awarded to CPS. Council approved staff's recommendation and CPS was awarded the contract on December 13, 2010.

The City has used CPS to establish two (2) separate promotional lists in compliance with state statue (50 ILCS 742) and the Local 49 Collective Bargaining Agreement. Initially, CPS conducted a meeting with Subject Matter Experts (SME) to draft and review a job analysis statement and discuss general content of the written exam and content of the assessment center exercises. This included links between tasks and knowledge, skills and ability for the Asst. Chief. If staff is allowed to use CPS, a confirmatory job analysis will be performed with SME to review the previously developed tasks and knowledge, skills and ability for accuracy and completeness. Information from the job analysis will be used to create a customized multiple choice written test and assessment center exercise. CPS conducted both testing processes without any challenges to the validity of the exam or assessment center by the employees or Local 49.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Fire Command Staff and Local 49.

FINANCIAL IMPACT: The cost to contract with CPS will be $17,450 in addition to reasonable cost for travel and lodging estimated at $1,800. If an additional test day is added,

based upon the number of participants, an additional fee of $2,400 plus travel, would be added to the base fee of $17,450. The FY 2015 budget appropriated $19,000 in line item 10011410 – 70690 (Human Resources - Other Purchased Services). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 128. Staff respectfully requests the Council approve the use of CPS for the Asst. Fire Chief's promotional process.

Respectfully submitted for Council consideration.

Prepared by:	Angie Brown, Human Resources Specialist Eric Vaughn, Deputy Fire Chief
Reviewed by:	Emily Bell, Director of Human Resources Mike Kimmerling, Fire Chief
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. 2011 Contract
Attachment 3. Statement of Work No. 3

Motion: That the formal bid process be waived, the agreement with CPS Human Resources Services, Sacramento, CA, be approved, in the amount of $17,450, in addition to the possibility of the cost for an additional test date and reasonable costs for travel and lodging, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF ASST. FIRE CHIEF PROMOTIONAL TESTING SERVICES FROM CPS HR CONSULTING AT A MINIMUM PURCHASE PRICE OF $17,450

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Asst. Fire Chief Promotional Testing Services from CPS HR Consulting at a minimum Purchase Price of $17,450.

ADOPTED this 28th day of July, 2014.

APPROVED this ___ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Human Resource Services

MASTER CONSULTING SERVICES AGREEMENT

This Master Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS Human Resource Services, a California joint powers authority (CPS), with offices at 241 Lathrop Way Sacramento, CA 95815 and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of January 17, 2011 (Effective Date). CPS and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

A. **Purpose.** This Agreement defines CPS consulting services, policies and procedures.

B. **Services.** CPS will provide certain consulting services (Services) to Client as set forth in Statements of Work that specifically reference this Agreement (each a Statement of Work). Each Statement of Work shall be substantially in the form attached hereto and incorporated into this Agreement as Exhibit "A" and shall be executed by an authorized signatory of CPS and by an authorized signatory of Client. CPS shall perform only the Services requested by Client, at the times, dates, and locations specified by Client. The terms and conditions of this Agreement shall apply to all Statements of Work executed by the parties during the term of this Agreement.

C. **Compensation.**

1. Payment. Client will compensate CPS for Services by paying certain fees as set forth in the applicable Statement of Work. Client will reimburse CPS for business expenses as set forth in the applicable Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.

2. Funding. Client certifies that funding for compensation payable to CPS under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.

3. Late Payment. Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.

D. **Taxes.** Except as expressly stated in any Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc. assessed against the transactions contemplated herein (Taxes). With the exception of taxes imposed on CPS' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS may be required to collect and remit, upon invoice.

E. **Term and Termination of Agreement.**

1. Term. The term of this Agreement is one (1) year from the Effective Date (Initial Term) hereof and thereafter shall automatically renew for successive one-year terms unless terminated by either Party. Either Party may terminate this Agreement in whole after the Initial Term upon thirty (30) days prior written notice to the other Party.

2. Immediate Termination upon Material Breach. Either Party may terminate this Agreement immediately upon any material breach by the other Party.

3. Termination Without Cause. Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.

4. Payment on Termination. Upon termination without cause, Client shall pay CPS for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS for all work performed which is in compliance with the terms of the Scope of Work.

F. **Limited Warranty.**

1. Warranty. CPS represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards. The foregoing warranties shall

apply as to each Statement of work until accepted by Client.

2. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

G. **Ownership.** CPS retains all right, title, and interest in and to all testing or assessment products, inventions (patentable or otherwise), discoveries, improvements, copyrightable works, and any other media, materials, or other objects produced as a result of CPS' work, or delivered by CPS in the course of performing that work (collectively, "Work Product") which CPS creates in connection with its performance of Services hereunder.

H. **Release of Information to Third Parties.** Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

I. **Indemnification.** CPS agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against any and all losses, liabilities, damages, and costs (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS in a commercially reasonable time, in writing of any such claim and gives CPS (at CPS' expense) sole control of the defense of same and all negotiations for its settlement or compromise.

J. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS UNDER THE APPLICABLE STATEMENT OF WORK.

K. **Miscellaneous.**

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the applicable Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity to the parties for breach of this Agreement, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS

shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Governing Law. This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

Cooperative Personnel Services dba
CPS Human Resource Services,
A California Joint Powers Authority
241 Lathrop Way, Sacramento, CA 95648

By: _____
Authorized Signature

Name: Tim Howald

Title: Chief Financial Officer

Date: 02-15-2011

City of Bloomington
109 E. Olive St.; Bloomington, IL 61701

By: _____
Authorized Signature

Name: Stephen F. Stockton

Title: Mayor

Date: February 18, 2011

Exhibit A

SAMPLE
STATEMENT OF WORK NO. _____

This Statement of Work ("SOW"), effective _____, 200__ ("Effective Date") is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement, (the "Agreement"), dated as of _____ by and between Cooperative Personnel Services, dba CPS Human Resource Services, a California Joint Powers Authority ("CPS") with offices at 241 Lathrop Way, Sacramento, CA 95815 and _____ ("Client") with offices at_____.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: **[Project Description or Attach Proposal].**

2. CLIENT RESPONSIBILITIES:
    a. Client must timely perform all those Client roles and responsibilities set forth in this SOW.
    b. Client is responsible for: **[include detailed list of Client responsibilities]**

3. START DATE(S):

4. COMPLETION DATE(S):

5. CPS PROJECT MANAGER: Phone Number:

6. CLIENT MANAGER: Phone Number:

7. BUSINESS EXPENSES:

8. SERVICE FEES: **[Include the numbers and select either (a) or (b) below as appropriate.]**

    a. **[For T&M work.]** All Services provided to Client by CPS hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS to Client, whether written herein or given orally, shall not be binding on CPS or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.

- CPS will invoice Client at the rate of $_____ per hour for Project Manager hours, $_____ per hour for Consultant hours and $_____ per hour for Technical hours. Incidental expenses

SAMPLE

such as lodging, parking, meals, mailing costs, etc., will be billed at actual cost, if applicable. Mileage will be billed at the current U.S. Internal Revenue Services approved rate. Expenses are estimated at $_____. Total cost not to exceed $_____.

OR

b. **[For Fixed Price work.]** All Services provided to Client by CPS hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS holidays ("Normal Business Hours"); and (iii) **[include any other assumptions as required]**.

- CPS will invoice Client at the fixed fee rate of $_____, plus expenses, billed in _____ **monthly installments [or insert milestone schedule]**. Incidental expenses such as lodging, parking, meals, mailing costs, etc., will be billed at actual cost and are estimated at $_____. Mileage will be billed at the current U.S. Internal Revenue Services approved rate.

c. Invoices will be submitted for payment on a monthly basis. Client will pay CPS within thirty (30) days following receipt and approval of a proper consultant invoice.

9. In the event the project is terminated early, CPS will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Cooperative Personnel Services dba CPS Human Resource Services, A California Joint Powers Authority

By: SAMPLE – DO NOT EXECUTE
Authorized Signature

Name: _____

Title: _____

Date: _____

[INSERT CLIENT NAME]

By: SAMPLE – DO NOT EXECUTE
Authorized Signature

Name: _____

Title: _____

Date: _____

SAMPLE

CPS HR CONSULTING

STATEMENT OF WORK NO. 3

Assistant Fire Chief Assessment Process

This Statement of Work ("SOW"), effective August 1, 2014 ("Effective Date") is issued under and subject to all of the terms and conditions of the Master Consulting Services Agreement, (the "Agreement"), dated as of January 17, 2011 by and between Cooperative Personnel Services, dba **CPS HR Consulting**, a California Joint Powers Authority ("CPS HR") with offices at 241 Lathrop Way, Sacramento, CA 95815 and the **City of Bloomington** ("Client") with offices at 109 East Olive Street, Bloomington, IL 61701.

Any modifications specified in this SOW shall be applicable only to the parties hereto and shall not affect the Agreement or any other agreement. All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW.

Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: The services to be provided are identified in Attachment "A."

2. CLIENT RESPONSIBILITIES:

   a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS requests that Client designate an individual to coordinate communication, meetings, schedules, and all other activities on behalf of the client's agency as outlined in CPS HR's cost proposal.

   b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. START DATE: August 1, 2014

4. COMPLETION DATE: June 30, 2015

5. CPS HR PROJECT MANAGER: Amy Bigone Phone Number: (916) 471-3404

6. CLIENT MANAGER: Angie Brown Phone Number: (309) 434-2222

7. SERVICE FEES: $17,450.00

   a. All Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").

   b. CPS HR will invoice Client at the fixed fee rate of 17,450.00 including expenses, billed upon project completion. Travel, food, stipend, and lodging expenses for assessors will be the responsibility of the Client. A maximum of eight (8) Assistant Fire Chief candidates will participate in the assessment center process. If additional days of testing are needed to accommodate a larger number of candidates, each additional day of testing will be invoiced at $2,400.

   c. Client will pay CPS HR within forty-five (45) days following receipt of a proper consultant invoice.

8. In the event that the project is terminated early, CPS HR will be paid such amount as is agreed upon by CPS HR and Client for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

9. This SOW covers work requested and performed prior to the commencement of this SOW.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS SOW, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Cooperative Personnel Services dba CPS HR Consulting

By: _____
Authorized Signature

Name:_____

Title: _____

Date: _____

City of Bloomington

By:_____
Authorized Signature

Name: _____

Title: _____

Date: _____

Attachment A

Scope of Services

Project Understanding

The proposed work is designed to provide the City of Bloomington ("City") with a promotional examination program for the rank of Assistant Fire Chief within the Bloomington Fire Department ("Department"). The project deliverables described in this proposal are designed to be legally defensible as valid and job-related procedures and fully comply with the *Uniform Guidelines* and other related professional standards. The purpose of this proposal is to offer our services to conduct a confirmatory job analysis; develop an examination plan and associated candidate preparation materials; develop and conduct an assessor training session; design, develop, and administer legally defensible, validated selection tools for use at the target rank; and develop written reports of all processes and outcomes. To accomplish these objectives, the proposed process will include three primary components, which are outlined below.

- **Administrative Set-Up**
  - Schedule and conduct meetings in conjunction with City and Department personnel
  - Review job analysis results from February 2011 and revise as necessary
- **Examination Development and Administration**
  - Review exam plan from June 2013 and revise as necessary
  - Develop a written examination (with up to 70% new items)
  - Research, develop, and customize three to four job-related assessment center scenarios
  - Develop and institute a candidate preparation/orientation program
  - Develop an assessor manual, train assessors, and facilitate the administration of the assessment process
- **Project Outcomes**
  - Score the written examinations
  - Provide raw scores for written examination and assessment center to the City and/or Department
  - Develop a final report for the City documenting the development and administration procedures/results
  - Provide technical and litigation assistance, as needed, in defense of deliverables
- **Overall Project Management and Communication**
  - Monitor and control work plan and project schedule
  - Provide oversight and quality assurance
  - Respond in a timely manner to all requests and needs
  - Recognize, report, and resolve any developments or changes that may affect the project

Project Approach

This section includes a thorough approach to meeting the City's objectives, resources dedicated to each requirement, the expected deliverables (including a description of forms and materials to be utilized) for each component of the process, a timeframe for the completion of the each task and in total, a breakdown of staffing that will be dedicated to the contract, and expectations from City and Department staff. CPS HR consultants will work closely with the City and the Department in all phases of development and implementation of this plan.

Administrative Set-Up

The first activity of this project will be to meet with representatives from the City and the Department to discuss the project schedule, objectives, and personnel roles for the term of the contract and define any parts of the project that may require clarification. We will review all applicable City and Department materials and any additional information concerning the target rank at this time.

A job analysis helps to ensure that exam content assesses the knowledge, skills, and abilities (KSAs) required for successful job performance upon entry into the Assistant Fire Chief classification. Demonstrating this link between the exam content/selection procedures and requirements of the job establishes the job-relatedness of the process, and therefore, its legal defensibility.

CPS conducted a job analysis for the rank of Assistant Fire Chief in February 2011. CPS, therefore, will conduct a confirmatory job analysis whereby subject matter experts (SMEs) identified and provided by the Department, will review the previously-developed tasks and KSAs for accuracy and completeness, and either review/reconfirm the task and KSA rating results, or provide new ratings of the tasks and KSAs related to importance and frequency of tasks performed, importance of KSAs, and if the KSAs are needed upon entry into the classification.

Examination Development and Administration

I. Examination Development

A SME panel of Departmental representatives will be convened to assist in the examination development process for the target rank. This group of SMEs will be selected by the City/Department and may include the same SMEs who participate in the job analysis.

The first step will be a review of the job analysis results for the target rank. Specifically, those critically important and/or frequently occurring job behaviors, tasks, and KSAOs that are amenable to the testing process will be identified. The initial criteria utilized in reviewing the job behaviors, tasks, and KSAOs will include the following:

1. Measurability – Only those job behaviors/tasks/KSAOs that can be adequately and reasonably measured in the testing process will be considered.

2. Training Considerations – Job Behaviors/Tasks/KSAOs that require specific skill training after hire or promotion in order to be successfully performed will be avoided.

3. Reliability/Standardization Considerations – The job behaviors/tasks/KSAOs that are deemed to be difficult or impossible to standardize, or to otherwise administer in a consistent manner, will be avoided.

4. Financial Considerations – Job Behaviors/Tasks/KSAOs that would entail a prohibitively high financial outlay to simulate will be avoided.

Based on these considerations, CPS HR will work with the SME panel to select the job behaviors, tasks, and KSAOs to incorporate into a series of written and practical exercises appropriate to the target classifications and based on policy. The examination development process will be guided by CPS HR staff to ensure that the procedures are standardized; that the KSAOs/job behaviors are measurable and/or observable; that the criteria for evaluating these KSAOs/job behaviors are clear; and that a lucid, reasonable scoring method is produced.

Written Examination

As part of the testing/assessment process, CPS HR will develop a timed, customized multiple choice written test consisting of 100 items. CPS HR will select the items to be included in the examination and the examination will not be reviewed by anyone within the City or Department prior to the exam administration.

Assessment Center

There will be an assessment center process comprised of three to four exercise components created as part of this project for the target rank. For the assessment center process, CPS HR will work with the City/Department and SME panel to design and develop the content and structure of each individual exercise.

Based on the organizational level of the target rank, the actual number of candidates to be tested, the promotional policy (based on job analysis data, survey data, etc.), and the input of the City/Department, the examination processes could include one or more of the activities described below.

1. Structured Interview

This type of interview requires that the aspects of the process be as similar as possible for each candidate. Typically, the interviewers ask a predefined set of questions and follow-up questions may be allowed as needed. Structured interviews have greater reliability and validity than less structured or unstructured interviews. The standardization of questions ensures that each candidate is evaluated in a consistent fashion and critical KSAOs are assessed through job-related questions.

2. In-Basket Exercise

The In-Basket Exercise can be either written (narrative response or multiple-choice) or verbal in nature – the different methods are described below. We can review the pros and cons of each methodology if so desired by the City/Department.

a. Verbal In-Basket Exercise

Similar to the multiple-choice version, this exercise provides job-related materials for review and action by the candidate. It is designed to test the candidate's ability to "think on his/her feet" by providing a brief opportunity to review the materials [approximately seven (7) – ten (10) items], formulate a plan of action, and verbally provide assessors with information regarding his/her actions, rationale for the actions, and priority level assigned to each item. In some instances, assessors are permitted to ask follow-up questions for clarification purposes.

b. Written In-Basket Exercise

In this methodology, candidates review in-basket materials, but communicate actions, rationale, and priority level in writing. Typically, this type of exercise contains more items and requires approximately three (3) or more hours of response time. A candidate can respond in handwriting or through a typewritten response (depending on computer availability).

3. Role-Play Exercise

This type of exercise requires the candidate to interact with one or more role players in connection with a specific job-related problem such as subordinate counseling, inadequate subordinate performance, conflict resolution, citizen interaction, etc.

4. Oral Presentation Exercise

This type of exercise requires the candidate to plan and organize his/her thoughts and make notes for a short presentation on a specific job-related issue, operational problem to a particular group (e.g., presentation of a new Departmental policy or procedure to subordinates), or regarding individual background and qualifications. After the formal presentation, the audience (raters/assessors) can be provided with the opportunity to question the candidate relative to the information presented.

5. Tactical/Operational Exercise

This type of exercise is designed to assess one's ability and readiness to take command of and run an emergency scene or tactical situation. CPS HR staff has extensive experience in creating emergency scene scenarios and tactical situations for use in promotional testing processes, including those involving computerized presentation (e.g., using Fire Studio) and/or interactive communications. The exercise can be on-scene and interactive.

6. Written Exercise

This exercise can take numerous forms, each designed to focus on the candidate's ability to communicate job-related knowledge and skills in a written format, such as preparing a follow-up memo on a situation discussed or dealt with in the In-Basket or Role-Play Exercise. A Written Exercise can be developed and administered as a stand-alone exercise (e.g., a Written In-Basket) or as part of another exercise.
We have customized and administered these exercises in different combinations for all of our assessment clients – we have found them all to be effective in allowing candidates to demonstrate their readiness for promotion. CPS HR will work with SMEs to determine the content of which each exercise will be comprised (based on the job analysis data), and the SMEs will ensure the validity by linking each exercise to the

appropriate KSAO. CPS HR will draft the exercises and scoring criteria and then meet with the SMEs for a final review of all exercise components.

Regardless of the testing components (written examination/assessment exercises) identified and/or selected for use at the target rank, CPS HR will work with the SMEs to review the critical job behaviors, tasks, and KSAOs; design and develop the testing instruments; and determine applicable rating standards or criteria.

Candidate Orientation
Prior to the administration of the examination processes, CPS HR can provide a one (1)-hour orientation session for candidates to gain valuable written and verbal information, including a definition and overview of the testing process and specific assessment activities, the assessment dimensions that are the focus and basis of the assessment process, guidance as to expected behavior and how to perform one's best during the assessment process, etc. Candidates will also have an opportunity to ask general questions of the CPS HR consultant(s) during the orientation session. This orientation process can be videotaped and/or conducted on more than one occasion in order to accommodate candidate work schedules and the Department's operational needs. Furthermore, extra copies of the candidate manual associated with the orientation will be left with the City/Department to be distributed to those candidates who are unable to attend the session(s).

II. Assessor Selection and Training

CPS will recruit a gender, age, and ethnically diverse group of qualified assessors to assist in the evaluation of the candidate group. The assessor group consist of fire service personnel at the rank of Assistant Fire Chief or above with the background and expertise for the target rank. Final approval of all assessors and role players (if applicable) will be by mutual agreement between CPS HR and the City/Department. Based on our experience with similar promotional processes and assessment centers, we recommend having two (2) assessors serve on each exercise panel.
Prior to the administration of any assessment/practical exercises created as part of this project, CPS HR will develop and conduct a four (4)- to eight (8)-hour training session for the raters/assessors. This training session will involve the assessment techniques developed as part of this project and ensure that the raters/assessors are competent in observing, recording, classifying, and evaluating candidate behavior. In addition, relevant information concerning the Department and its operational philosophy and procedures will be presented. During the training session, raters/assessors will be allowed to practice observing and rating performance and behavior through a series of exercises. Through this process, the raters'/assessors' familiarity with the operational definitions of the specific assessment dimensions (i.e., KSAOs) will be enhanced. The raters/assessors will also be able to standardize their evaluation process and begin to function as a team. The training agenda will include such topic areas as the following:

- Review of City and Department information;
- Review of the assessment schedule and administrative procedures, including rater/assessor responsibilities, site logistics, applicable forms, etc.;
- Review of the assessment dimensions/KSAOs to be evaluated, their operational definitions, and the assessment model utilized; and
- Behavioral observation, classification, and evaluation methods, including rater/assessor training exercises.

III. Examination/Assessment Center Administration

For the target classification, regardless of the assessment plan, CPS HR can administer the assessment processes; it is our understanding that the City will provide the necessary facilities and meeting rooms.

Assessment Center Administration and Debrief
CPS HR project staff will be on-hand to administer all components of the assessment center for the target rank. CPS HR has extensive experience in the administration of fire service promotional assessments and will provide all materials needed for the administration of the exercises, including candidate instructions and materials, assessor training materials, exercise administration and rating materials, and any additional materials or resources deemed appropriate by the City and/or Department to maintain the security and integrity of the testing process.

For the assessment center, candidates will be scheduled in different exercises at different times, but all candidates will spend time with all of the assessors who will remain on their assigned exercise panel throughout the process. Upon completion of the final administration day of the assessment, CPS HR will hold a debrief session discussing the overall process with City and Department representatives and the assessors who observed and scored the candidates. All candidate scores will be available at the debrief session.

Written Examination Administration
The written examination will be administered to candidates by CPS HR. CPS HR will provide all materials necessary for the administration of the examination, including proctor's instructions, test booklets, item appeal forms, and answer sheets in order to maintain the security and integrity of the testing process. Written exams will be scored on site, and candidates will be provided with a preliminary score prior to leaving the test site.

Project Outcomes

I. Written Examination Scoring and Reporting

CPS HR will electronically score the tests and evaluate the item and test statistics (i.e., reliability estimates, standard error of measurement, mean, standard deviation, etc.). Additionally, item difficulty statistics and discrimination indices will be used to identify questionable items and to evaluate internal consistency reliability. The City will review any appeals from candidates regarding the testing process against the resulting test statistics. Based on the outcome of the appeals process and item statistics evaluation process, CPS HR will either rekey (i.e., allow for more than one correct answer) or eliminate (i.e., give all candidates one point) items as needed. CPS HR will then compute the candidate scores and provide a ranked list of results within 24 hours of final appeal determinations.

II. Assessment Exercise Scoring and Reporting

Based on our experience with administering fire service assessment centers, we prefer to have candidates scored live without the use of videotape, unless otherwise requested by the City/Department. Candidates will be scored on a five (5)-point Likert-type scale across each dimension for each assessment exercise, and each pair of assessors will be required to agree on a consensus score for each applicable dimension associated with their exercise. CPS HR will provide the raw assessment center scores to the City/Department following the assessment center.

III. Candidate Feedback Reports

Following the assessment process, CPS will provide the City/Department with individual feedback reports to distribute to each participating candidate. These reports will include information detailing each candidate's strengths and weaknesses across the testing dimensions. Furthermore, they will include information on how each candidate can better his/her performance in future assessments and on the job.

IV. Assessment Feedback Reports

As each candidate exits the assessment process, he/she will have the opportunity to provide information regarding his/her overall impressions of the process. Candidates are encouraged to document their feedback regarding their perceived fairness of the process, the applicability of the process to the Department and position for which they are testing, whether or not the Candidate Orientation session was beneficial, overall comments/concerns, etc. (They have the ability to provide this information anonymously.)

Fee Proposal

Project Milestones for Assistant Fire Chief	Flat Fee Price
■ Job Analysis ■ Develop and administer multiple choice written exam (up to 70% new items) ■ Design, development, administration, and scoring of assessment center process ■ Provide candidate orientation session ■ Provision of narrative candidate feedback reports ■ Obtain and train assessors, raters, and role players ■ Development of final report ■ Project expenses excluding assessor expenses/stipend	
TOTAL FEE:	**$17,450**

One invoice will be supplied to the City upon project completion. All projects fees are provided as a flat fee.
Testing facilities and time of personnel assisting in the development of the testing components (such as Subject Matter Experts) will be the responsibility of the City. Applicable stipend, travel, food, lodging expenses for assessors and/or role players will be the responsibility of the City.
Cost Assumptions

- Testing facilities and time of Department personnel assisting in the development of the exam components will be the responsibility of the Department.
- CPS HR will provide four (4) hours of consulting time, within one year of the last day of the assessment center process, without charge in defense of each examination process (for a total of eight hours). Additional hours will be invoiced at the rate of $275/hour, plus expenses.
- Travel, food, stipend, and lodging expenses for assessors will be the responsibility of the City/Department.
- A maximum of eight (8) Assistant Fire Chief candidates will participate in the assessment center process. If additional days of testing are needed to accommodate a larger number of candidates, each additional day of testing will be invoiced at $2,400.
- Written examination will contain up to 70% new items from the written examination administered for Assistant Fire Chief in June 2013.

FOR COUNCIL: July 28, 2014

SUBJECT: Waive Formal Bid Process and contract with Clark Dietz Inc. for Motor Fuel Tax (MFT) Project Administration and Engineering Services

RECOMMENDATION/MOTION: That the formal bid process be waived, the Engineering Services Contract with Clark Dietz Inc. for work on MFT project closeouts be approved, for a maximum amount of $53,275, the Resolution adopted, 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.

BACKGROUND: The City needs to finalize its administrative work on MFT projects. Construction work on these projects was completed. Voluminous documentation work to satisfy state government requirements remains. These final project details culminate with the files being closed. The industry term is "closeouts." The work is complicated, time consuming and requires expertise in engineering, construction practices, accounting and the needs and requirements of the Illinois Department of Transportation (IDOT). Closing out these projects will help to maintain our working relationship with the IDOT, enable the City to focus on upcoming projects, and reallocate any available MFT funds that are currently encumbered by these projects.

Because of limitations in staff resources, the City has a considerable backlog of closeouts, and IDOT has expressed a strong desire that the closeouts be completed. In FY 2013 - 14, Clark Dietz Inc. was contracted through City procurement policy to perform a limited amount of engineering services work on closeouts. The firm made progress.

The original purchase order with Clark Dietz enabled their personnel to coordinate with IDOT and determine the status of various City projects. Clark Dietz was able to determine the status of City projects, and prepare and submit Final Reports, Change in Plans Forms, Final Pay Estimates, Material Deficiency Lists, Supplemental MFT Resolutions and associated Council Memos, and an invoice for Emergency Repair Project funds due to the City from IDOT. Correspondence from Clark Dietz outlining their accomplishments has been provided.

Staff recommends that the firm be contracted for up to $53,275 to complete and close out twenty-two (22) MFT project files. Clark Dietz personnel would be paid a "cost plus fixed fee" rate for an estimated 390 hours of work, which may be sufficient to close out all twenty-two (22) projects.

Rationale for no-bid: Previously, Clark Dietz personnel did an excellent and time efficient job on MFT closeout work. They have a firm grasp of the projects involved and what work is

required to close out specific projects. They also know how these files are organized and rapidly retrieved from City databases. If another firm was selected, personnel from a different firm would have to learn the database system and duplicate the groundwork that Clark Dietz's staff has already laid for MFT closeouts. This would not in the best interest of taxpayers.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This was not included in the FY 2015 Adopted Budget however, sufficient FY 2015 budgeted funds remain in the MFT - Engineering Services (20300300 - 70050) line item account to cover the cost. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 11.

Respectfully submitted for Council consideration.

Prepared by:	Stephen Arney, Public Works Administration
Reviewed by:	Jim Karch, PE CFM, Director of Public Works Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2: Proposed Contract
Attachment 3: Closeouts status report, Feb 2014, from Clark Dietz

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Motion: That the formal bid process be waived, the Engineering Services Contract with Clark Dietz Inc. for work on MFT project closeouts be approved, for a maximum amount of $53,275, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF ENGINEERING SERVICES FOR WORK ON MOTOR FUEL TAX PROJECT CLOSEOUTS FROM CLARK DIETZ INC. AT A MAXIMUM PURCHASE PRICE OF $53,275

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

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Engineering Services from Clark Dietz Inc. at a Maximum Purchase Price of $53,275.

ADOPTED this 28th day of July, 2014.

APPROVED this ___ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Municipality City of Bloomington	LOCAL AGENCY	Illinois Department of Transportation **Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds**	CONSULTANT	Name Clark Dietz, Inc.
Township				Address 125 West Church Street
County McLean				City Champaign
Section 14-00352-00-EG				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____ , _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Various - Various Route n/a Length n/a miles Structure No. n/a

Termini n/a

Description
General project adminstration and engineering services for various MFT funded projects. See attached scope of services for additional information.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☐ Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☐ Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
   a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
   b. Establishment and setting of lines and grades.
   c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
   d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
   e. Revision of contract drawings to reflect as built conditions.
   f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

l. ☒ See Attachment A.

NOTE: ***When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.***

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

   Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under $50,000	_____ (see note)
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %

   Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

   c. ☒ Cost Plus Fixed Fee per the attached Cost Estimate of Consultant Services (CECS) form – Attachment B.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer / Project Director	See attached CECS form
Senior Project Manager	for payroll rates of the
Project Manager / Senior Engineer	classifications specified herein
Project Engineer	
Engineer	
Senior Technician	
Technician	
Administrative	

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 7/1/2015 . In event the services of the ENGINEER extend beyond 7/1/2015 , the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

   By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 186.6% percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 186.6% percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this

AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Bloomington of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

City Council ,

_____ Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

Clark Dietz, Inc.

ATTEST:

By _____

By _____

Title: Project Manager

Title: Executive Vice President

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

Attachment A

Scope of Services Summary

City of Bloomington: Closeout of Outstanding MFT Funded Projects

Attachment A: Scope of Services

Description:

Clark Dietz will provide general project administration and engineering services for various MFT funded projects. Clark Dietz will cause or cause to be furnished the preparation and submission of contract closeout documentation on behalf of the Local Agency to the Illinois Department of Transportation. Anticipated documentation includes Final Pay Estimates, Material Certifications and Final Reports for the MFT projects referenced below.

Reference Number	MFT Number	Priority	Common Name	Estimated Hours to Complete:			
				Final Pay Estimate	Material Certification	Final Report	Total Hours
1	99-00319-00-BR	1	Morris Ave Bridge over Goose Creek		4	4	8
2	02-00325-00-BR	2	Fell Ave Bridge Replacement	--	--	--	0
3	09-00344-00-RS	2	Lincoln (Main to Mercer), Ireland Grove Rd (Bridge to Dover) ERP Project		4	2	6
4	10-00346-00-RS	2	General Maintenance Resurfacing 2010-11	4	6	2	12
5	92-00283-00-RP	3	Lincoln St. (Bunn to Morrissey)	8	40	8	56
6	02-00328-00-TL/PV	3	Downtown Intersections (Arena) Improvements			4	4
7	05-00332-00-PV	3	Mitsubishi Mtwy (Six Points to Sugar Creek)	8	40	6	54
8	82-00240-00-PV	4	ML King Dr (Oakland to Washington)			4	4
9	93-00295-00-PV	4	Biech/Hamilton at Veterans Parkway	8	2	8	18
10	93-00295-02-PV	4	Hamilton Rd (Greenwood to Timberlake)	8	2	8	18
11	93-00295-03-PV	4	Hamilton Rd (Timberlake to Main)	8	2	8	18
12	96-00306-00-SP	4	White Oak Rd & ML King Intersection	8	2	8	18
13	96-00314-00-RP	4	Washington St (Clayton to Colton)			2	2
14	97-00315-00-RP/TL	4	Airport Rd (IL Rte 9 to Gill)			4	4
15	03-00327-00-TL	4	Market St. (W Rte 9)and I-55/74 Ramp			4	4
16	03-00330-00-TL	4	McArthur & Bus US 51 (Main) Signals		10	4	14
17	06-00336-00-PV/PT	4	Lafayette St (Maple to Morrissey)	6	20	6	32
18	07-00339-00-BD	4	904 E. Lincoln St Building Demolition	4		4	8
19	10-00347-00-PV	4	Hershey Rd Extension (Hamilton to 750' S)	--	--	--	0
20	11-00348-00-PV	4	Locust - Colton CSO Elimination Phase 1	4	24	8	36
21	12-00349-00-PV	4	Morris Ave (Fox Hill Apts to Six Points)		24	6	30
22	12-00350-00-TL	4	Veterans Pkwy Traffic Signal UPS Install			4	4
						Subtotal	350

General Project Administration and Miscellaneous Coordination	40
Total	390

Attachment B

Cost Estimate of Consultant Services

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME: Clark Dietz, Inc.
PRIME/SUPPLEMENT: Prime

DATE: 07/01/14
PTB NO.:

CONTRACT TERM	12 MONTHS	OVERHEAD RATE	186.60%
START DATE	7/1/2014	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2015	% OF RAISE	3.00%

ESCALATION PER YEAR

7/1/2014 - 1/1/2015	1/2/2015 - 7/1/2015			
6 / 12	6 / 12			
= 50.00%	51.50%			
= 1.0150				

The total escalation for this project would be: 1.50%

PAYROLL RATES

FIRM NAME Clark Dietz, Inc. DATE 07/01/14
PRIME/SUPPLEMENT Prime
PSB NO.

ESCALATION FACTOR 1.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Project Director	$70.00	$71.05
Sr. Project Manager	$66.92	$67.92
Project Mngr. / Sr. Engr.	$52.35	$53.14
Project Engineer	$40.02	$40.62
Engineer	$30.49	$30.95
Senior Technician	$36.01	$36.55
Technician	$29.95	$30.40
Administrative	$25.40	$25.78

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039
REV 12/04

FIRM Clark Dietz, Inc. DATE 07/01/14

PSB

PRIME/SUPPLEMENT Prime

OVERHEAD RATE 1.866

COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	MFT Close Out Items	350	14,681.28	27,395.28	0.00	5,432.08	0.00	0.00		47,508.64	89.18%
	Project Administration	40	1,779.54	3,320.62	7.78	658.43	0.00	0.00		5,766.37	10.82%
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	390	16,460.82	30,715.90	7.78	6,090.50	0.00	0.00	0.00	53,275.00	100.00%

DBE 0.00%

DBE

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

FIRM Clark Dietz, Inc.
PSB
PRIME/SUPPLEMENT Prime

DATE 07/01/14

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			MFT Close Out Items			Project Administration											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Project Dire	71.05	0																	
Sr. Project Manager	67.92	8	2.05%	1.39	6	1.71%	1.16	2	5.00%	3.40									
Project Mngr. / Sr. Er	53.14	32	8.21%	4.36	24	6.86%	3.64	8	20.00%	10.63									
Project Engineer	40.62	350	89.74%	36.45	320	91.43%	37.14	30	75.00%	30.47									
Engineer	30.95	0																	
Senior Technician	36.55	0																	
Technician	30.40	0																	
Administrative	25.78	0																	
TOTALS		390	100%	$42.21	350	100.00%	$41.95	40	100%	$44.49	0	0%	$0.00	0	0%	$0.00	0	0%	$0.00

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: Clark Dietz, Inc.

PTB NUMBER:

TODAY'S DATE: 6/23/2014

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00	$0.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$6.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		1	$7.78	$7.78
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					$7.78

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

Attachment B

Clark Dietz
ENGINEERS

February 13, 2014

Jim Karch PE, Director of Public Works
City of Bloomington
P.O. Box 3157
109 East Olive Street
Bloomington, IL 61702-3157

Re: MFT Backlog – General Administration Services

Dear Mr. Karch:

Thank you for the opportunity to assist the Public Works Department in reducing the backlog of open Motor Fuel Tax (MFT) projects, this concludes our scope of services as agreed upon. We have attached the spread sheet we prepared showing the known status of your MFT projects. There are 22 unique projects on the list (there are some duplicates with various suffixes). You assigned one project a first priority, three projects a second priority, and three projects a third priority. We assumed the remaining 15 projects to be priority four.

You gave Clark Dietz permission to deviate from your assigned priority if we saw "low hanging fruit." We worked on 7 different projects. They were chosen based first on the speed with which they could be advanced and second on your priority rating.

In summary, Clark Dietz has accomplished the following:

- (4) Final Reports BLR 13510, one of which IDOT has returned approved.
- (1) Change in Plans BLR 13210
- (3) Final Pay Estimates
- (2½) Material Deficiency Lists including:
  - (45) D5-PI0006's
  - (7) BMPR MI654's
  - (2) BMPR MI655's
- (2) Supplemental MFT Resolutions with Council Memos
- (1) Invoice to IDOT for ERP funds

We also spent a small amount of time mentoring your staff in project documentation and project closure.

We believe the time we spent was very productive. We would welcome the opportunity to continue with this effort. In my conversations with IDOT District 5, it was clear that the Bureau of Local Roads is very pleased to see Bloomington addressing the backlog of MFT paper work. IDOT has been very cooperative in guiding our efforts.

We are especially excited to have advanced the Priority 2 ERP project, Lincoln (Main to Mercer) and Ireland Grove Rd (Bridge to Dover), towards final completion. It was discovered during the process that the State of Illinois still owes the City $56,000 in MFT funds to be paid upon the completion of this project. That is not just money on paper but real cash.

If the City choses to retain Clark Dietz to continue, it needs to be pointed out that we have done the easy projects, the low hanging fruit. The remaining projects have had little or no effort made to date towards their closure. They may require more hours per project than those projects addressed to date.

Sincerely,

Douglas G. Grovesteen, P.E.
Clark Dietz, Inc.
309-830-8855 cell
douglas.grovesteen@clark-dietz.com

cc: Sean Widener, Clark Dietz
Kevin Kothe, City Engineer
Bob Yehl, Asst. City Engineer
file

STATUS OF CLOSE-OUT OF THE CITY OF BLOOMINGTON'S OUTSTANDING MFT PROJECTS

dgg

Things CDI has done to date.

MFT Number	Priority	Common Name	Final Pay Estimate Sent	Final Pay Estimate Approved	Material Certification Sent	Material Certification Approved	Final Report Sent	Final Report Approved	Comments
99-00319-00-BR	1	Morris Ave Bridge over Goose Creek	5/14/2009		1/28/2014 2/11/2014				hard copy of Final Report in file signed by Russ, was it submitted?
02-00325-00-BR	2	Fell Ave Bridge Replacement		Yes		Yes	1/29/2014	2/11/2014	Final Approved by IDOT 2/11/2014
09-00344-00-RS	2	Lincoln (Main to Mercer), Ireland Grove Rd (Bridge to Dover) ERP Project	3/23/2012		2/10/2014		3/23/2012		Draft of letter and invoice (56,000) prepared for mailing to IDOT when Final Report approved.
10-00346-00-RS	2	General Maintenance Resurfacing 2010-11	need		need		need		May also need BLR 13210 Req for Chng in Plan
92-00283-00-RP	3	Lincoln St. (Bunn to Morrissey)	need		need		need		May also need BLR 13210 Req for Chng in plan
02-00328-00-TL/PV	3	Downtown Intersections (Arena) Improv		Yes		5/20/2008	1/24/2014		Supl MFT Resolution for $9,700.55 on 2/24/14 Council - need before approval of FR.
05-00332-00-PV	3	Mitsubishi Mtwy (Six Pnts to Sugar Crk)	need		need		need		May also need BLR 13210 Req for Chng in plan
82-00240-00-PV	4	ML King Dr (Oakland to Washington)							
93-00295-00-PV	4	Biech/Hamilton at Veterans Parkway							
93-00295-02-PV	4	Hamilton Rd (Greenwood to Timberlake)							
93-00295-03-PV	4	Hamilton Rd (Timberlake to Main)							
96-00306-00-SP	4	White Oak Rd & ML King Intersection							
96-00314-00-RP	4	Washington St (Clayton to Colton)		4/23/2008		4/16/2008	1/23/2014		waiting on IDOT to approve FR
97-00315-00-RP/TL	4	Airport Rd (IL Rt 9 to Gill)	2/12/2014		Yes	Yes	2/12/2014		Supl MFT Resolution on 2/24/2014 Council. Transmitted revised change in plans, revised final Pay estimate and revised final repot to IDOT 2/12/2014.
03-00327-00-TL	4	Market St. (W Rt 9)and I-55/74 Ramp							
03-00330-00-TL	4	McArthur & Bus US 51 (Main) Signals		Yes **		Yes **	3/11/2008		** Pay Est was erroniuosly approved. Need Matl Certification. Started on D5 PI0006's but not sent. NEED CONC TICKETS!
06-00336-00-PV/PT	4	Lafayette St (Maple to Morissey)							
07-00339-00-BD	4	904 E. Lincoln St Building Demolition							
10-00347-00-PV	4	Hershey Rd Extension (Hamilton to 750' S)							
11-00348-00-PV	4	Locust - Colton CSO Elimination Phase 1							
12-00349-00-PV	4	Morris Ave (Fox Hill Apts to Six Pnts)							
12-00350-00-TL	4	Veterans Pkwy Traffic Signal UPS Instl							

FOR COUNCIL: July 28, 2014

SUBJECT: Waive the Formal Bid Process and Approve Contract for Bloomington Center for Performing Arts (BCPA) HVAC Computer Software and Hardware Upgrade and Maintenance

RECOMMENDATION/MOTION: That the formal bid process be waived, the seven (7) year agreement with Technical Solutions Services Inc., East Peoria, a sole source provider, for TSS Software and Hardware upgrade be approved, in the amount of $12,650 per year, the Resolution adopted, 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; 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; 2e. Investing in the City's future through a realistic, funded capital improvement program, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The current BCPA building management system has been in use since the renovation of the facility in 2006. The system manages heating and cooling controls for the BCPA and is critical to maintaining the best possible conditions for patrons. The current software version is no longer used by TSS and is overdue for an upgrade.

At the time of the BCPA renovation, PJ Hoerr, the general contractor, selected Technical Solutions Services Inc., to furnish and install a computer activated building management system at a total cost of $126,000. Staff was presented with a yearly maintenance contract on this system. It was declined by the then director, Bruce Marquis, as this was all new equipment which would not need repairs for at least five (5) years. Staff then contacted the City's Information Systems Department and asked if they would support the software and hardware system and their response was no. The BCPA started having problems with the system communicating between the software and the hardware controls in November 2006. This situation continued through the summer 2007 and was fixed by TSS under the warranty period of the system. Maintenance issues continued with the system and the lack of a maintenance contract exacerbated the issues. The system is currently at the point where staff has to perform more manual control of the units placing undue wear and tear on expensive heating and cooling equipment.

The 2013 Faithful & Gould report stated that "Software packages for the Building Management System typically have a useful life of ten (10) years or less depending on manufacturer updates and system obsolescence". The City's HVAC controls system is now eight (8) years old and has not experienced an upgrade since the installation in 2006. Staff contacted TSS who made a site

visit on January 16, 2014. Staff informed TSS of numerous problems. TSS conducted an extensive evaluation of the system software and hardware in order to determine the scope of repair/replacement needs. On March 19, 2014, staff reviewed a proposal from TSS which covered the upgrades on the system on a five (5) year payment contract. Staff reviewed the scope of work and found it covered necessary problems. Staff requested TSS to revise the time frame of the contract to make it more manageable for budgetary purposes. On May 14, 2014, staff reviewed a seven (7) year payment plan proposal including the costs and condition upgrades and found it to be acceptable.

The scope of work will include upgrading the existing Tridium R2 software platform to the new AX platform complete with new graphics and floor plans. The heating and cooling Raptor controls will be replaced, in addition to replacement and calibration of broken temperature sensors and thermostats, upgrade the air handler controllers, and replacement of any field devices, relays and transformers not compatible with the new platform.

A Preventive Maintenance Agreement in the amount of $2,500 annually will be paid from line 71050, Building Repair and Maintenance. This agreement covers a review of the software programs four (4) times per year, diagnose system problems, perform software backups, review work performed during the year, run diagnostic tests for software system, raptor controllers, space temperature sensors and thermostats, field devices, relays and transformers. Correction of any software or hardware problems, inspect and calibrate the above listed sensors and devices will also occur.

Staff has contacted IS and they stand ready to provide an internet connection for remote access to TSS. The Interim Facilities Manager has been consulted on this project and stated “the controls are the brains behind the system and without a current/well maintained control system, the building is inefficiently functioning and putting added wear and tear on major components (chillers, boilers, exhaust system, etc.)… in my opinion, this isn’t something that can keep being pushed off”. The Procurement Manager has been consulted on this project and stated “it appears that this work is badly needed and overdue, making these upgrades will reduce energy usage, cost of operation and unnecessary wear and tear on the HVAC system and replacing the system is not an economically sound alternative.”

Staff is recommending the seven (7) year agreement with TSS as this proposed upgrade will reduce our real costs over the life of the agreement and ensures the most up to date system with which daily operations can be managed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff shared the TSS proposal with Ketchmark & Associates, Inc., Consulting Engineers, for a third party review. Ketchmark & Associates have been assisting the City with the HVAC repairs to the Coliseum and have been found to be highly knowledgeable in the subject matter. In the review provided by Ketchmark, two (2) points of clarification were suggested. 1) Ensure the devices and controllers are “open”. An open system allows the City to utilize a variety of vendors (including City staff) to perform maintenance and repairs. A non-open system would require a TSS installer to perform the work which could potentially reduce any cost saving measures experienced by the City. Following this advice, staff contacted TSS and verified that the

proposed devices and controllers are open and would allow for outside vendors to perform necessary maintenance and repairs. 2) Ketchmark also noted the TSS proposal does not specify what the new platform will be. In April 2014, there was a 4.0 version release of the proposed Tridium platform, however; this platform was stated by Ketchmark to be prone to bugs as most new systems can be. It was recommended that the City utilize a previous version of the Tridium system with an option to upgrade to the 4.0 version once it has matured. Staff contacted TSS and verified that the proposed new platform will be the 3.7 version with an option to upgrade at no cost to a newer version.

Finally, it was suggested by Ketchmark that the City establish a facility controls system master plan. One component of this plan would be to establish a singular controls platform which would allow personnel to "log on" to a single website to be able to monitor and control multiple buildings. Currently, the Coliseum utilizes a Johnson Controls platform which is different than the proposed TSS platform for the BCPA. Staff recommends continuing with TSS at the BCPA for several reasons. Changing vendors would represent a significant cost to the City. If the City were to go with Johnson Controls, (as currently used in the Coliseum), many of the existing devices, controllers, and relays would have to be replaced and all the wiring would have to be pulled. Estimates of this cost could be double the proposed contract with TSS. Staff also believes the TSS system is just as competitive as any other comparable system on the market. Staff believes the previous maintenance issues would have been more easily resolved if the City had entered into a maintenance agreement and the system would have received the necessary upgrades. While there is certainly value in a controls master plan and utilizing a singular controls system, the needs of the BCPA controls system are immediate. The time to develop a controls master plan and properly vet a controls system which would best suit the needs of all the City's facilities is not feasible given the BCPA's immediate needs. Staff recommends continuing with TSS and allowing for the proper time to develop a master plan for City facilities controls.

FINANCIAL IMPACT: For Fiscal Year 2015, the BCPA budgeted $8,500 in the Capital Lease – Capital Outlay Equipment Other than Office (40110131 - 72140) for the HVAC hardware/software. The difference of year one costs, $1,650, would come from the BCPA Capital Outlay Equipment Other than Office line item (10014125 – 72140 - 20000) and the remaining $2,500 for annual maintenance would come from BCPA - Building Repair & Maintenance line items (10014125 - 70510 - 20000). The remaining six (6) years at $10,150 per year for a total of $60,900 will be proposed in the future budget years from line item (10014125 - 72140 - 20000). The Preventive Maintenance Agreement in the amount of $2,500 annually will be requested in the future budget years from the BCPA - Building Repair & Maintenance line items (10014125 – 70510 - 20000). Stakeholders can locate the FY15 payments in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 212 and in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 102.

Respectfully submitted for Council consideration.

Prepared by: David Young, Facilities Manager & Event Coordinator

Reviewed by: Jon C. Johnston, Procurement Manager
Tina Salamone, Performing Arts Manager
Derrick Hengstebeck, Interim Facility Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement
Attachment 2. Resolution

Motion: That the formal bid process be waived, the seven (7) year agreement with Technical Solutions Services Inc., East Peoria, a sole source provider, for TSS Software and Hardware upgrade be approved, in the amount of $12,650 per year, the Resolution adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF TSS SOFTWARE AND HARDWARE UPGRADE AND MAINTENANCE AGREEMENT FOR THE BCPA FROM TECHNICAL SOLUTION SERVICES INC. AT A PURCHASE PRICE OF $12,650 PER YEAR FOR SEVEN (7) YEARS

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

1. That the bidding process be waived and the Purchasing Agent be authorized to TSS Software and Hardware Upgrade and Maintenance Agreement for the BCPA at a Purchase Price of $12,650 per year for seven (7) years.

ADOPTED this 28th day of July, 2014.

APPROVED this ___ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Date: **May 14, 2014**

Agreement No.: **Proposal**

AGREEMENT
MAINTENANCE INSPECTION PLAN & SUPPORT (MIPS)

Supplier of Services:

Technical Solutions & Services Incorporated

140 Thunderbird Lane
East Peoria, IL 61611

Services Supplied To:

Bloomington Performing Arts
600 North East Street
Bloomington, IL 61701

TSS will perform the services marked with an "X" listed below. These services will be according to the terms and conditions on the attached pages.

___ Mechanical/Temperature Control Inspection
___ Mechanical/Temperature Control Inspection & Adjustments
___ Mechanical/Temperature Control, Full Coverage
___ Temperature Control Inspection
___ Temperature Control Inspection & Calibration
___ Temperature Control, Full Coverage
___ Direct Digital Control Inspection
___ Direct Digital Inspection & Calibration
___ Direct Digital Control, Full Coverage
___ Building Automation System Inspection
_X_ Building Automation System Inspection & Calibration with System Upgrade
___ Building Automation System, Full Coverage
___ Fire Alarm Inspection and Testing
___ Training

Price: **All for the annual sum of: Please See Special Provision Page #6 of this Document**
Start Date:_____

Payment Terms:

Yearly, due first day of contract anniversary date

This Agreement consists of (1) cover page, (2) Terms and Conditions, (3) Specific Services, and (4) List of Maintained Equipment. By signing below, each party confirms that they have read and do understand the provisions of this Agreement as set forth herein and do acknowledge and agree to all such provisions.

This entire Agreement shall become a contract only upon signature below by the President of TSS and its salesperson. No waiver, change, or modification of this Agreement shall be binding on TSS unless made in writing and signed by the President of TSS or authorized representative.

TECHNICAL SOLUTIONS & SERVICES, INC.

By _____
Its President

Sold by: _____
Salesperson

CUSTOMER:

_____

Title: _____

Date: _____

Terms and Conditions

Technical Solutions & Services Inc.
Maintenance Inspection Plan & Support (MIPS)

This maintenance agreement will begin on the start date indicated on contract cover page and continue for seven-years. Any annual renewal of the maintenance contract is subject to City of Bloomington appropriation. If the City chooses to cancel prior to the seven-year date, then they are responsible for paying the remaining balance of the upgrade for the seven-year agreement. Once the original contract is met, the maintenance portion can be cancelled by either party, thirty (30) days prior to the next anniversary date. Price is based on the chart on page #6 of this document.

Customer must provide safe and reasonable access to equipment covered under this agreement.

Customer will notify Technical Solutions & Services of any asbestos material, or any other toxic hazard that workers may come into contact with during normal service or installation work. When asbestos or any other hazardous material is present or poses a hazard to TSS workers during the process of installation or repair of listed equipment, then work will not begin, or proceed, until the hazards are properly contained or disposed of by customer. All Hazardous materials, or EPA restricted materials, replaced during course of TSS agreement will remain the property of customer and all disposal of hazardous materials, or EPA restricted materials, Is the sole responsibility of customer. In summary, Technical Solutions & Services is not responsible for containment, removal or disposal of hazardous or EPA restricted materials. Technical Solutions & Services personnel will not knowingly disturb or create a hazardous situation through repair or replacement of equipment during the course of this agreement with asbestos or other hazardous materials. Customer agrees that Technical Solutions & Services will not be held liable for accidental or incidental hazardous materials exposure through normal repair or replacement activities.

Requests for service made by customer for services that are not covered under this agreement, or are caused by flood, fire, acts of God, airborne substances, war, customer neglect or any other reason beyond TSS's control will be billed on time and material rates.

Liability for delays on any projects or repairs that are not covered under this agreement, or are caused by flood, fire, acts of God, airborne substances, war, strike, lockout, inability to obtain material or services, or any other reason beyond TSS's control will not be TSS's responsibility.

Customer agrees that TSS is not responsible for replacement of equipment listed in contract that is "no longer available" from manufacturer, or exact replacement that is "no longer available" from another supplier. Customer is responsible for any additional price increase for any "no longer available" parts that are defective and can be retrofitted, or upgraded, and are listed as covered under this agreement. TSS will make every effort to locate suitable replacement parts for "no longer available" parts but will not be held liable for delays or situations such as frozen pipes, conditioned space discomfort and/or damage or injury to persons or property by inability to operate equipment or maintain equipment due to "no longer available" parts and equipment at the customers location.

All equipment covered by this agreement shall be in operating and maintainable condition. Any equipment found in need of repair during the first checkout or first seasonal startup will be repaired, after approval of customer, on time and material rates, or taken off the list of maintained equipment.

In providing the system or services included in this agreement, TSS is not an insurer, and does not guarantee that damage or injury to persons or property will not occur.

(Continuation of conditions)

1. Customer agrees that non-moving parts e.g., flue piping, water piping, boiler shells and tubes, chiller shells and tubes, ductwork, gas piping, heat exchangers, pneumatic piping outside of pneumatic panels, electrical wiring external to covered equipment, structural supports, fuses located external to equipment covered under agreement, insulation, and any other non-moving parts not listed are not covered by this agreement. Leaks in condenser coils and evaporator coils are not covered.

    1a. Automatic valves and dampers are covered under this agreement as follows: TSS will, if dampers are covered under your agreement, check the operation, adjust and lubricate dampers. TSS will, if automatic valves are covered under your agreement, check operation, re-build if needed and lubricate valve stems.

    1b. Dampers and valve bodies rarely need replacing. Therefore, they are not priced in the full coverage agreements. If dampers or valve bodies need replaced, customer agrees to pay time and material for removal and re-installation of these components.

    1c. Manual valves and balancing valves are not covered under this agreement.

Customer is financially responsible for any EPA or governmental requirements now in place or mandated in the future that place a financial requirement, material requirement, or increase in labor due to these changes on TSS. Examples include, but are not limited to, refrigerant recovery, shipping restrictions and safety requirements. These EPA and governmental issues are not priced in your agreements and are handled on as-needed basis.

Due to the changing prices of refrigerant, customer is financially responsible for all refrigerant costs. All used refrigerant and refrigerant oil is property of customer and remains at customer location unless otherwise agreed upon with TSS.

Technical Solutions & Services responsibility for damage or injury to persons or property that may be caused by or arise through furnishing, installing, maintaining, servicing, monitoring, or performing any obligation under the agreement will be limited to losses proximately caused by TSS's negligence. In no event will TSS be liable for indirect, consequential, special, speculative or remote damages.

Additional General Clarification of Coverage's on Contracts:

Inspection-only contracts do not include items listed above as 1, 1a, 1b, 1c, labor, travel expenses and material/parts for repairs or emergency service, labor to troubleshoot problems, adjustments, seasonal maintenance, or calibration of devices.

Inspection and calibration contracts do not include items listed above as 1, 1a, 1b, 1c, labor, travel expenses and material/parts for repairs or emergency service, necessary seasonal maintenance such as, but not limited to, cooling tower cleaning and boiler cleaning or labor to troubleshoot problems.

Full Coverage contracts do not include items listed above as 1, 1a, 1b, and 1c.

Customer Initials _____ Agreement Number _____

Building Automation System Inspection & Calibration With System Upgrade

Technical Solutions & Services Inc.
Maintenance Inspection Plan & Support (MIPS)

Software Application Review

Technical Solutions & Services will review software programs such as, but not limited to, time programs and energy management applications for proper operation and also make suggestions for reducing energy and operating costs if found.

TSS will also inform customer if any upgrades are available, what new features they include, and what problems or issues are resolved that apply to the customer's system. All software problems will be dealt with on a time and material basis, after approval of customer is obtained. It is also the customer's responsibility for purchasing upgrades, enhancements, and for the labor and hardware required for upgrades.

Software Application Review performed 4 time(s) per year.

Hardware Services

Technical Solutions & Services will run diagnostic tests (where applicable) for systems on the attached equipment list. If potential problems are found, corrective action will be taken after the approval of customer is obtained. Hardware will be of same or compatible replacement type and quality equal to, or better, than original equipment. Sensors and devices on attached equipment list will be inspected and calibrated.

Hardware Services performed 2 time(s) per year.

Customer Support

Software backups (where applicable) will be performed two (2) times a year to limit the possibility of catastrophic failure due to data file corruption or disk drive malfunction. Customer will be shown how to make backups during the interim when TSS is not on site. When training or service contracts are purchased from TSS, customer will receive a toll free number. Call us to diagnose system problems, and you may avoid an unnecessary service call. A yearly review will be performed by TSS operations personnel to discuss work performed and answer any questions about the agreement.

Emergency Service

Emergency repair service will be provided under this agreement at a special labor rate, **$100.00** per hour. Response time, not to exceed 2 hours, will be by phone or remote dial-up. If on-site visit is necessary, TSS will be on site within 8 hours, unless other arrangements are made with customer.

Emergency Service will be provided 24 hours a day, 7 days a week.

Customer Initials _____ Agreement Number _____

Special Provisions

Technical Solutions & Services Inc.
Maintenance Inspection Plan & Support(MIPS)

TSS will maintain the BMS on a Bi-annual inspection plan and over the life of the seven (7) year agreement TSS will upgrade the system to the new Tridium AX software and upgrade the Chiller, Boiler and AHU Raptor Controls according to the outlined plan. The cost of the contract and upgrade will be evenly split of the seven (7) year program as detailed below.

Year of the Contract	Upgrade Cost	Maint. Cost	Total Cost
Year #1	$10,150.00	$2,500.00	$12,650.00
Year #2	$10,150.00	$2,500.00	$12,650.00
Year #3	$10,150.00	$2,500.00	$12,650.00
Year #4	$10,150.00	$2,500.00	$12,650.00
Year #5	$10,150.00	$2,500.00	$12,650.00
Year #6	$10,150.00	$2,500.00	$12,650.00
Year #7	$10,150.00	$2,500.00	$12,650.00

Year #1 TSS will upgrade the front end software, system graphics and system floor plans, as well as fix any broken temperature sensors or thermostats. Year #2 TSS will upgrade the Chiller and Boiler Raptor Controllers. Over Years 3-7 TSS will upgrade the AHU controllers on an annual basis until all controllers have been upgraded.

Equipment List

Technical Solutions & Services Inc.
Maintenance Inspection Plan & Support(MIPS)

Technical Solutions & Services will provide inspection and calibration service for the equipment listed originally installed by TSS and the new equipment once is installed according to the schedule on the Special Provisions Page #6 of this document:

System Front End
Raptor Controllers
Space Temperature Sensors and Thermostats
Field Devices
Relays
Transformers

FOR COUNCIL: July 28, 2014

SUBJECT: Analysis of Bids and Approval of Contract for Tuck Pointing & Sealing Replacement for the Bloomington Center for the Performing Arts (BCPA)

RECOMMENDATION/MOTION: That the bid for Tuck Pointing & Sealing Replacement be awarded to R.L. Vollintine Construction, Inc., Springfield, IL, in the amount of $28,100, the contract be approved, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

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

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, and 2e. Investing in the City's future through a realistic, funded capital improvement program. To maintain the "envelope" of the BCPA, we can ensure the protection of the interior and its contents as well as ensuring the longevity of a stable facility.

BACKGROUND: The Faithful Gould report dated 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. Given the age and condition of the exterior elements, we recommend budgeting for a near term exterior restoration project. Restoration should consist of tuck pointing and general repairs to the masonry walls along with replacement of perimeter sealants at the construction joints and parapet wall caps on each elevation. This should also include the as needed sealant replacement of the pre-cast concrete wall panels. The exterior windows and doors appeared to be in good condition and we have included for the replacement of the perimeter sealants within the scope of wok previously detailed. The recommended budget amount for this work is $259,178. Staff determined to do one (1) elevation per year for four (4) years and budgeted $65,000 for the west elevation in the 2014 - 2015 year.

On July 1, 2014 at 11:00 am, bids were publicly opened and read for the tuck pointing, replacement of sealants, painting of lintels and power washing of the west elevation. Three (3) bids were received and are as follows:

Western Waterproofing Co., Inc., Springfield, IL	$37,370
Otto Baum Company, Inc., Morton, IL	$28,315
R. L. Vollintine Construction, Inc., Springfield, IL	$28,100

Staff is recommending the bid be accepted from R. L. Vollintine Construction, Inc.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Procurement Manager and City of Bloomington Interim Facility Manager. 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 BCPA budget includes $65,000 in the FY 2015 Adopted Budget under the Capital Lease - Buildings (40110131 - 72520) line item account for the west elevation 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: Derrick Hengstebeck, Interim Facilities Director
Jon C. Johnston , Procurement Manager
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

Attachments: Attachment 1. Agreement

Motion: That the bid for Tuck Pointing & Sealing Replacement be awarded to R.L. Vollintine Construction, Inc., Springfield, IL, in the amount of $28,100, the contract be approved, and the Mayor and City Clerk be authorized to execute the necessary documents and any associated contracts approved in form and substance by Corporation Counsel.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON
CONTRACT WITH R.L. VOLLINTINE CONSTRUCTION, INC.
FOR TUCK POINTING & SEALING REPLACEMENT

THIS AGREEMENT, dated this _____ day of July, 2014, is between the City of Bloomington (hereinafter "CITY") and R.L. Vollintine Consruction, Inc. (hereinafter "R.L. VOLLINTINE").

WHEREAS, the CITY sought bids for the procurement of components for tuck pointing and sealant replacement on the west elevation, as well as the painting of lintels and power washing the elevation, and other work described in the Invitation to Bid, of the Bloomington Center for the Performing Arts (hereinafter ("BCPA"); and

WHEREAS, the CITY determined that R.L. VOLINTINE was the lowest responsible bidder and should be awarded the bid.

NOW THEREFORE, the parties agree as follows:

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

Section 2. **Description of Services**. R.L. VOLINTINE agrees to perform the work identified in the Invitation to Bid, attached hereto as Exhibit A, along with provision of all products, testing and instruction and warranties. R.L. VOLINTINE shall further execute the work as set forth and identified in the Invitation to Bid (hereinafter collectively referred to as "Work").

Section 3. **Incorporation of RFP & Proposal Terms.** The provisions of the Invitation to Bid, Tuck Pointing & Sealant Replacement for the Bloomington Center for the Performing Arts, attached hereto as Exhibit A, and the proposal submitted by R.L. VOLINTINE, shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by R.L. VOLINTINE.

Section 4. **Payment.** For the Work performed by R.L. VOLINTINE, the CITY shall pay R.L. VOLINTINE $28,100.00. Payment shall be due within 30 days after completion and acceptance of the Work set forth in Section 2.

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 R.L. VOLINTINE's failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within R.L. VOLINTINE'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, R.L. VOLINTINE 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 R.L. VOLINTINE'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.** R.L. VOLINTINE 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.** R.L. VOLINTINE 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.** R.L. VOLINTINE and all work performed under this Contract by R.L. VOLINTINE 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

By: _____
Its Mayor

ATTEST:

By: _____
City Clerk

R.L. VOLINTINE, INC.

By: _____
Its_____

By: _____
Its_____

FOR COUNCIL: July 28, 2014

SUBJECT: Final Change Order for Phase 1 Locust Street Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project and Request to Approve a Budget Amendment to Accounts (51101100 - 72555) and (53103100 - 72555) in the Sewer and Storm Water Fund Budgets

RECOMMENDATION/MOTION: Recommend that the Change Order be approved in the amount of $114,985.13, the Resolution adopted, and the Ordinance Amending the Budget Ordinance to Add Funds to Accounts (51101100 - 72555) and (53103100 - 72555) in the Sewer and Storm Water Fund Budgets be passed. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.

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

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

This CSO elimination project provides good stewardship and improves quality of life by installing infrastructure for eliminating the CSO at Locust and Colton Streets. Elimination of the CSO will improve water quality 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: Stark Excavating completed work last fall on Phase 1 of the Locust St. CSO Elimination and Water Main Replacement Project. The IEPA has now completed their review of the project quantities in order to make a final loan disbursement. This project included installation of new sanitary and storm sewers for the purpose of eliminating the CSO at Locust and Colton Streets. The IEPA has mandated that municipalities work toward eliminating CSOs, which allow sanitary waste to enter open bodies of water. Additionally, old water mains were replaced in the project area as part of the work.

At the November 17, 2011 Special Meeting, Council awarded the Phase 1 construction contract to Stark Excavating in the amount of $9,026,548.51. The project was originally awarded to DiPaolo Company but they were found to be in default for failure to supply a performance bond, which caused the project to be delayed, and the City collected on the Dipaolo bid bond in the amount of $450,000. Because there was a delay in starting the project, Council approved an additional payment on July 9, 2012 to Stark in the amount of $32,901.82 for overtime costs related to meeting project timelines for work through Bloomington High School and Bloomington Country Club.

Original Contract	$9,026,548.51	November 17, 2011
Change Order No. 1	$32,901.82	July 9, 2012
Final Change Order	$114,985.13	July 28, 2014
New Total Contract (Final)	*$9,174,435.46*	

The total change order increase is less than two percent (2%) of the original contract amount. Final payment to Stark Excavating, in the amount of $165,171.15, will be presented to Council for approval on August 11, 2014.

Construction contract costs were tracked separately for payment from loan reimbursable City funds for Sewer, Water, and Roadway, (Country Club Pl. reconstruction). Construction cost additions and deductions were tracked as follows:

	Sewer	**Water**	**Roadway**	**Total**
Original	$4,546,406.00	$2,743,855.00	$1,736,287.51	$9,026,548.51
Additions	$656,910.03	$126,700.89	$80,678.72	$864,289.64
Deductions	-$445,850.22	-$163,617.00	-$106,935.47	-$716,402.69
Net (+ or -)	$211,059.81	-$36,916.11	-$26,256.75	$147,886.95
New	*$4,757,465.81*	*$2,706,938.89*	*$1,710,030.76*	*$9,174,435.46*

Documents itemizing the staff verified changes were provided to Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The IEPA has approved all final change orders for Storm, Sewer, and Water costs, listed below, as eligible for reimbursement to the City with loan funds, except the amount listed below as Motor Fuel Tax (MFT) funds. The City has already received the final loan disbursement from the IEPA to cover those loan eligible costs. An MFT Resolution appropriating $892,100 for this project was approved by Council on July 11, 2011, which is sufficient to cover the additional MFT roadway costs.

The MFT - Street Construction (20300300 - 72530) will be increased by $30,430.89 to cover the MFT portion. This was not included in the FY 2015 Adopted Budget. However, sufficient FY 2015 budgeted funds remain in the MFT– Street Construction (20300300 - 72530) line item account to cover the cost. The Sewer and Storm Water increases were not included in the FY 2015 Adopted Budget and the Budget Amendment will increase the following line item accounts: Sewer - Construction Loan Eligible (5110 - 72555) and Storm Water - Construction Loan Eligible (53103100 - 72555). The Water portion that was approved and remains encumbered will be liquated as the Water portion of the project has been completed and no further payments will be charged to Water.

Allocations to construction project fund accounts should be increased (or decreased) as follows:

Fund	Department	Amount
5310-53103100-72555, Storm (increase)	Public Works	$67,370.13
5110-51101100-72555, Sewer (increase)	Public Works	$67,370.13
5010-50100110-72545, Water (decrease)	Water	-$50,185.51
2030-2030300-72530, MFT (increase)	Public Works	$30,430.89
Total		*$114,985.13*

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Civil Engineer II

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Ordinance
Attachment 3. Change Order itemization

Motion: Recommend that the Change Order be approved in the amount of $114,985.13, the Resolution adopted, and the Ordinance Amending the Budget Ordinance to Add Funds to Accounts (51101100 - 72555) and (53103100 - 72555) in the Sewer and Storm Water Fund Budgets be passed. The change is germane to the original contract as signed and is in the best interest of the City and authorized by law.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF $114,985.13 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND STARK EXCAVATING, INC.

WHEREAS, the City of Bloomington has previously entered into a contract with Stark Excavating, Inc. for the Phase 1 Locust Street CSO Elimination and Water Main Replacement Project and

WHEREAS, for the reasons set forth in the City Council memo of July 28, 2014 it was necessary to enter into the change order for additional work encountered during the course of construction (see change order descriptions attached hereto as Exhibit 2); and

WHEREAS, it is the finding of the City Council that the work described in the memo of July 28, 2014 (and in the change order descriptions of Exhibit 2) 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 $114,985.13 in the contract between the City of Bloomington and Stark Excavating, Inc. be approved.

ADOPTED this 28th day of July, 2014.

APPROVED this ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ORDINANCE NO. 2014 –

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

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 28th day of July, 2014.

APPROVED the ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

		Exhibit 1	
Account #	**Fund**	**Account Description**	**Amount**
51101100-72555	General	Sewer-Construction Loan Eligible	$ 67,370.13
53103100-72555	General	Storm Water-Construction Loan Eligible	$ 67,370.13
		Net Budget Increase/(Decrease):	**134,740.26**

CLARK DIETZ, INC.

Request for
Authorization
of Changes

125 West Church Street
Champaign, Illinois 61820
217-373-8900

TO: City of
Bloomington

PROJECT: Locust Street CSO Elimination/Water Main Replacement Phase 1
DATE: November 27, 2012 JOB NO.: B0110122
CITY: Bloomington COUNTY: McLean
STATE: Illinois
CONTRACTOR: Stark Excavating, Inc.
CHANGE ORDER NO. 1
SHEET NO. 1 OF 4

GENTLEMEN:
The following change(s) from the plans in the construction of the above designated project is recommended.

SANITARY SEWER ITEM(S)	ADDITIONS	DEDUCTIONS
1. Addition of repair existing field tile in S ROW Locust Sta. 0+85: 1 LS @ $339.53	$339.53	
2. Addition of repair field tile parallel to BHS right field line: 1 LS @ $2,078.49	$2,078.49	
3. Addition of skip construction (modify construction sequence): 1 LS @ $5,600.00	$5,600.00	
4. Addition of exploratory digging for service at #15 CCP: 1 LS @ $1,245.60	$1,245.60	
5. Addition of exploratory digging for service at #6 CCP: 1 LS @ $3,678.31	$3,678.31	
6. Addition of overtime to meet March 1 deadline: 1 LS @ $27,301.82	$27,301.82	
7. Addition of removal and replacement of 18" sewer due to conflict at M.H. #9: 1 LS @ $964.72	$964.72	
8. Addition of reroute field tile on Mercer Ave.: 1 LS @ $359.17	$359.17	
Subtotal	$41,567.64	$0.00

The Contract Price for this Change Order will be increased by the Amount of this Order:	$	41,567.64
Amount of Previous Orders:	$	0.00
Original Contract Amount:	$	4,546,406.00
Original Contract Amount and Orders:	$	4,587,973.64

The work covered by this change order shall be performed under the same terms and conditions as the original contract. The Contract Time will be unchanged by this Change Order.

Approval Recommended:

Resident Project Representative – City of Bloomington

Approved by:

Engineering Director – City of Bloomington

Approval Recommended:

Project Manager – Clark Dietz, Inc.

Accepted by:

Contractor – Stark Excavating, Inc.

CHANGE ORDER NO. 1
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
November 27, 2012

Item No. 1

This item was added for the repairs of an existing field tile in the south ROW of Locust Street, near Station 0+85.

The net effect of this item is a Total Price Add to the original contract in the amount of $339.53.

Item No. 2

This item was added for the repairs of an existing field tile parallel to BHS right field line.

The net effect of this item is a Total Price Add to the original contract in the amount of $2,078.49.

Item No. 3

This item was added for the skipping of construction and modifying the construction sequence to complete construction by the deadline as approved by the City Council.

The net effect of this item is a Total Price Add to the original contract in the amount of $5,600.00.

Item No. 4

This item was added for the exploratory digging for service at #15 Country Club Place.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,245.60.

Item No. 5

This item was added for the exploratory digging for service at #6 Country Club Place.

The net effect of this item is a Total Price Add to the original contract in the amount of $3,678.31.

Item No. 6

This item was added for the additional overtime needed to complete the work by the March 1 deadline at Bloomington High School and Bloomington Country Club due to the delayed project award.

The net effect of this item is a Total Price Add to the original contract in the amount of $27,301.82.

Item No. 7

This item was added for the removal and replacement of a segment of 18" storm sewer along Country Club Place that was in conflict with Manhole #9.

The net effect of this item is a Total Price Add to the original contract in the amount of $964.72.

CHANGE ORDER NO. 1
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
November 27, 2012

Item No. 8

This item was added for the rerouting of an unknown field tile along Mercer Avenue.

The net effect of this item is a Total Price Add to the original contract in the amount of $359.17.

CLARK DIETZ, INC.

Request for Authorization of Changes

125 West Church Street
Champaign, Illinois 61820
217-373-8900

TO: City of Bloomington

PROJECT: Locust Street CSO Elimination/Water Main Replacement Phase 1
DATE: November 27, 2012 JOB NO.: B0110122
CITY: Bloomington COUNTY: McLean
STATE: Illinois
CONTRACTOR: Stark Excavating, Inc.
CHANGE ORDER NO. 2
SHEET NO. 1 OF 2

GENTLEMEN:
The following change(s) from the plans in the construction of the above designated project is recommended.

WATER ITEM(S)	ADDITIONS	DEDUCTIONS
1. Addition of repair of unmarked 12" sewer: 1 LS @ $1,608.09	$1,608.09	
2. Addition of excavation of existing water main: 1 LS @ $680.02	$680.02	
3. Addition of traffic control: 1 LS @ $4,838.45	$4,838.45	
4. Addition of repair of unmarked water main: 1 LS @ $1,039.17	$1,039.17	
5. Addition of cut and cap water main tee: 1 LS @ $5,215.01	$5,215.01	
Subtotal	$13,380.74	$0.00

increased

The Contract Price for this Change Order will be ~~decreased~~ by the Amount of this Order: $13,380.74
Amount of Previous Orders: $ 0.00
Original Contract Amount: $ 2,743,855.00
Original Contract Amount and Orders: $ 2,757,235.74

The work covered by this change order shall be performed under the same terms and conditions as the original contract. The Contract Time will be unchanged by this Change Order.

Approval Recommended:
Resident Project Representative – City of Bloomington

Approved by:
Craig M. Cummings
Water Director – City of Bloomington

Approval Recommended:
Project Manager – Clark Dietz, Inc.

Accepted by:
Contractor – Stark Excavating, Inc.

CHANGE ORDER NO. 2
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
November 27, 2012

Item No. 1

This item was added for the repair of an unmarked 12" sewer that was damaged during construction.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,608.09.

Item No. 2

This item was added for the excavation of an unknown water main parallel to the new sewer on Perrin between Jefferson and Washington.

The net effect of this item is a Total Price Add to the original contract in the amount of $680.02.

Item No. 3

This item was added for the extended traffic control for the delay during removal of an underground storage tank.

The net effect of this item is a Total Price Add to the original contract in the amount of $4,838.45.

Item No. 4

This item was added for the repair of an unmarked water main.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,039.17.

Item No. 5

This item was added for the cut and cap of water main tee at the request of the Water Department.

The net effect of this item is a Total Price Add to the original contract in the amount of $5,215.01.

CLARK DIETZ, INC.

Request for
Authorization
of Changes

125 West Church Street
Champaign, Illinois 61820
217-373-8900

TO: City of
Bloomington

PROJECT: Locust Street CSO Elimination/Water Main Replacement Phase 1
DATE: December 19, 2013 JOB NO.: B0110122
CITY: Bloomington COUNTY: McLean
STATE: Illinois
CONTRACTOR: Stark Excavating, Inc.
CHANGE ORDER NO. 2 (Roadway)
SHEET NO. 1 OF 11

GENTLEMEN:
The following change(s) from the plans in the construction of the above designated project is recommended.

ROADWAY ITEM(S)	ADDITIONS	DEDUCTIONS
1. Remove laydown curb and put back full B6.18 curb: 1.0 LS @ $593.28	$593.28	
2. Extra column work at Country Club Place and Mercer: 1.0 LS @ $1,351.87	$1,351.87	
3. Addition of Disc and Dry Subgrade: 1.0 LS @ $388.11	$388.11	
4. Addition of Electric Service Removal: 1.0 LS @ $275.92	$275.92	
5. Addition of Erosion Control Blanket: 450.0 SY @ $1.40	$630.00	
6. Addition of Street Light Luminaire: 30.0 EA @ $60.17	$1,805.10	
7. Addition of HMA Pay Factor: -1.0 LS @ $50,050.59		$50,050.59
8. Adjust quantity of Earth Excavation: 60.0 CY @ $30.00	$1,800.00	
9. Adjust quantity of Removal and Disposal of Unsuitable Material: 340.0 CY @ $25.00	$8,500.00	
10. Adjust quantity of Trench Backfill: 7.8 CY @ $40.00	$312.00	
11. Adjust quantity of Granular Embankment, Special: 707.6 TON @ $22.00	$15,567.20	
12. Adjust quantity of Geotechnical Fabric: -440.0 SY @ $2.00		$880.00
13. Adjust quantity of Topsoil Furnish and Place: -1,124.3 SY @ $15.00		$16,864.50
14. Adjust quantity of Seeding, Class 1A: -0.92 AC @ $1,650.00		$1,518.00
15. Adjust quantity of Nitrogen Fertilizer Nutrient: -83.0 LB @ $1.50		$124.50
16. Adjust quantity of Phosphorous Fertilizer Nutrient: -83.0 LB @ $1.50		$124.50
17. Adjust quantity of Potassium Fertilizer Nutrient: -83.0 LB @ $1.50		$124.50
18. Adjust quantity of Mulch, Method 3: -1.06 AC @ $1,300.00		$1,378.00
19. Adjust quantity of Sodding: 400.0 SY @ $6.00	$2,400.00	
20. Adjust quantity of Supplemental Watering: -3.0 Unit @ $200.00		$600.00

ROADWAY ITEM(S)	ADDITIONS	DEDUCTIONS
21. Adjust quantity of Perimeter Erosion Barrier: -60.0 LF @ $2.40		$144.00
22. Adjust quantity of Inlet Filters: -38.0 EA @ $120.00		$4,560.00
23. Adjust quantity of Aggregate Surface Course, Type B: -20.0 TON @ $38.00		$760.00
24. Adjust quantity of Aggregate for Temporary Access: -100.0 TON @ $47.00		$4,700.00
25. Adjust quantity of Bituminous Materials (Prime Coat): 426.6 GAL @ $3.20	$1,365.12	
26. Adjust quantity of Aggregate (Prime Coat): -12.0 TON @ $1.00		$12.00
27. Adjust quantity of Incidental HMA Surfacing: -7.4 TON @ $250.00		$1,850.00
28. Adjust quantity of PCC Driveway Pavement, 6 Inch: 130.3 SY @ $100.00	$13,030.00	
29. Adjust quantity of PCC Sidewalk 6 Inch: 10.0 SF @ $13.00	$130.00	
30. Adjust quantity of Detectable Warnings: -8.0 SF @ $35.00		$280.00
31. Adjust quantity of Driveway Pavement Removal: 16.0 SY @ $14.00	$224.00	
32. Adjust quantity of Sidewalk Removal: -14.5 SF @ $2.00		$29.00
33. Adjust quantity of Concrete Collar: -1.0 EA @ $1,200.00		$1,200.00
34. Adjust quantity of Storm Sewer, Class A, Type 1, 12": -18.4 LF @ $40.00		$736.00
35. Adjust quantity of Storm Sewer, Class A, Type 1, 15": -5.4 LF @ $79.00		$426.60
36. Adjust quantity of Storm Sewer, Class A, Type 2, 12": -62.5 LF @ $44.00		$2,750.00
37. Adjust quantity of Storm Sewer, Class A, Type 2, 15": -40.5 LF @ $48.00		$1,944.00
38. Adjust quantity of Storm Sewer, Class A, Type 2, 18": -12.5 LF @ $50.00		$625.00
39. Adjust quantity of Storm Sewer Removal 10": 17.0 LF @ $6.00	$102.00	
40. Adjust quantity of Storm Sewer Removal 12": 42.0 LF @ $6.00	$252.00	
41. Adjust quantity of Storm Sewer Removal 15": 15.0 LF @ $13.00	$195.00	
42. Adjust quantity of Storm Sewer Removal 18": 24.0 LF @ $13.00	$312.00	
43. Adjust quantity of Storm Sewer Removal 21": -10.0 LF @ $13.00		$130.00
44. Adjust quantity of Manhole to be Adjusted: -4.0 EA @ $375.00		$1,500.00
45. Adjust quantity of Removing Manholes: 5.0 EA @ $600.00	$3,000.00	
46. Adjust quantity of Concrete Curb (Special): 4.0 LF @ $90.00	$360.00	
47. Adjust quantity of Thermoplastic Pavement Marking – Letters and Symbols: -194.0 SF @ $10.00		$1,940.00
48. Adjust quantity of Thermoplastic Pavement Marking – Line 6": -46.0 LF @ $1.15		$52.90
49. Adjust quantity of Thermoplastic Pavement Marking – Line 12": -28.0 LF @ $2.30		$64.40
50. Adjust quantity of Thermoplastic Pavement Marking – Line 24": -11.0 LF @ $4.60		$50.60
51. Adjust quantity of Conduit in Trench, 1" Dia., PVC: 33.0 LF @ $24.00	$792.00	
52. Adjust quantity of Conduit in Trench, 1 1/2" Dia., PVC: -78.0 LF @ $3.45		$269.10
53. Adjust quantity of Conduit in Trench, 2" Dia., PVC: -3.0 LF @ $3.65		$10.95
54. Adjust quantity of Conduit Pushed, 1 1/2" Dia., PVC: 5.0 LF @ $14.95	$74.75	

ROADWAY ITEM(S)	ADDITIONS	DEDUCTIONS
55. Adjust quantity of Elec Cable in Cond, 600V 1/C No 12: -115.0 LF @ $0.80		$92.00
56. Adjust quantity of Elec Cable in Cond, 600V 1/C No 8: -249.0 LF @ $1.27		$316.23
57. Adjust quantity of Elec Cable in Cond, 600V 1/C No 4: 9.0 LF @ $2.25	$20.25	
58. Adjust quantity of Trench and Backfill for Electrical Work: 34.0 LF @ $3.75	$127.50	
59. Adjust quantity of Paving Brick Sidewalk: -2.0 SY @ $280.00		$560.00
60. Adjust quantity of Flagstone Sidewalk: -37.0 SY @ $38.00		$1,406.00
61. Adjust quantity of PCC Driveway Pavement, 6 Inch, Special: -88.3 SY @ $93.00		$8,211.90
62. Adjust quantity of Sidewalk Removal (Special): -48.0 SF @ $11.00		$528.00
63. Adjust quantity of Inlets, Special, with Special Frame and Grate: 1.0 EA @ $1,650.00	$1,650.00	
64. Adjust quantity of Manhole, Type A, 4'-Dia, Type 3 Frame and Grate, Special: 3.0 EA @ $4,000.00	$12,000.00	
65. Adjust quantity of Brick Driveway Removal and Replacement: 110.5 SF @ $45.00	$4,972.50	
66. Adjust quantity of Storm Sewers, Type 1, Water Main Quality Pipe, 12": 48.4 LF @ $71.00	$3,436.40	
67. Adjust quantity of Storm Sewers, Type 1, Water Main Quality Pipe, 15": -0.5 LF @ $114.00		$57.00
68. Adjust quantity of Storm Sewers, Type 2, Water Main Quality Pipe, 12": -0.6 LF @ $87.00		$52.20
69. Adjust quantity of Storm Sewers, Type 2, Water Main Quality Pipe, 18": 35.5 LF @ $114.00	$4,047.00	
70. Adjust quantity of Elec Cable in Cond, 600 V 1/C No 3: -5.0 LF @ $2.60		$13.00
71. Addition of removal and replacement of 18" sewer due to conflict at M.H. #9: 1 LS @ $964.72	$964.72	
Subtotal	$80,678.72	$106,935.47

The Contract Price for this Change Order will be decreased by the Amount of this Order:	$	26,256.75
Amount of Previous Orders:	$	0.00
Original Contract Amount:	$	1,736,287.51
Original Contract Amount and Orders:	$	1,710,030.76

The work covered by this change order shall be performed under the same terms and conditions as the original contract. The Contract Time will be unchanged by this Change Order.

Approval Recommended:

Resident Project Representative – City of Bloomington

Approved by:

Engineering Director – City of Bloomington

Approval Recommended:

Project Manager – Clark Dietz, Inc.

Accepted by:

Contractor – Stark Excavating, Inc.

CHANGE ORDER NO. 2 (Roadway)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 1

This item was added for the replacement of an existing laydown curb with a back full B6.18 curb.

The net effect of this item is a Total Price Add to the original contract in the amount of $593.28.

Item No. 2

This item was added for extra column work at Country Club Place and Mercer Avenue.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,351.87.

Item No. 3

This item was added for the addition of Disc and Dry Subgrade.

The net effect of this item is a Total Price Add to the original contract in the amount of $388.11.

Item No. 4

This item was added for the addition of Electric Service Removal.

The net effect of this item is a Total Price Add to the original contract in the amount of $275.92.

Item No. 5

This item was added for the addition of Erosion Control Blanket.

The net effect of this item is a Total Price Add to the original contract in the amount of $630.00.

Item No. 6

This item was added for the addition of Street Light Luminaire.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,805.10.

Item No. 7

This item was added for the addition of HMA Pay Factor.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $50,050.59.

Item No. 8

This quantity was revised based on the actual volume of Earth Excavation constructed in the field. The overall total for this item was 60.0 cubic yards more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,800.00.

CHANGE ORDER NO. 2 (Roadway)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 9

This quantity was revised based on the actual volume of Removal and Disposal of Unsuitable Material constructed in the field. The overall total for this item was 340.0 cubic yards more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $8,500.00.

Item No. 10

This quantity was revised based on the actual volume of Trench Backfill constructed in the field. The overall total for this item was 7.8 cubic yards more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $312.00.

Item No. 11

This quantity was revised based on the actual amount of Granular Embankment, Special constructed in the field. The overall total for this item was 707.6 tons more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $15,567.20.

Item No. 12

This quantity was revised based on the actual area of Geotechnical Fabric for Ground Stabilization constructed in the field. The overall total for this item was 440.0 square yards less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $880.00.

Item No. 13

This quantity was revised based on the actual area of Topsoil Furnish and Place constructed in the field. The overall total for this item was 1,124.3 square yards less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $16,864.50.

Item No. 14

This quantity was revised based on the actual area of Seeding constructed in the field. The overall total for this item was 0.92 acres less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $1,518.00.

Items No. 15, 16, and 17

These quantities were revised based on the actual weight of Fertilizer utilized. The overall total for these items was 83.0 pounds less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $373.50.

Item No. 18

This quantity was revised based on the actual area of Mulch constructed in the field. The overall total for this item was 1.06 acres less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $1,378.00.

Item No. 19

This quantity was revised based on the actual area of Sodding constructed in the field. The overall total for this item was 400.0 square yards more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $2,400.00.

Item No. 20

This quantity was revised based on the actual number of Supplemental Watering utilized in the field. The overall total for this item was 3.0 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $600.00.

Item No. 21

This quantity was revised based on the actual footages of Perimeter Erosion Barrier constructed in the field. The overall total for this item was 60.0 feet less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $144.00.

Item No. 22

This quantity was revised based on the actual number of Inlet Filters utilized in the field. The overall total for this item was 38.0 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $4,560.00.

Items No. 23, 24 and 26

These quantities were revised based on the actual weight of Aggregate utilized. The overall total for these items was 132.0 tons less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $5,472.00.

Item No. 25

This quantity was revised based on the actual volume of Bituminous Materials constructed in the field. The overall total for this item was 426.6 gallons more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,365.12.

Item No. 27

This quantity was revised based on the actual volume of Incidental HMA Surfacing constructed in the field. The overall total for this item was 7.4 tons less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $1,850.00.

Item No. 28 and 61

These quantities were revised based on the actual area of PCC Driveway Pavement constructed in the field. The overall total for these items were 42.0 square yards more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $4,818.10.

Item No. 29

This quantity was revised based on the actual area of PCC Sidewalk constructed in the field. The overall total for this item was 10.0 square feet more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $130.00.

Item No. 30

This quantity was revised based on the actual area of Detectable Warnings constructed in the field. The overall total for this item was 8.0 square feet less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $280.00.

Item No. 31

This quantity was revised based on the actual area of Driveway Pavement Removal in the field. The overall total for this item was 16.0 square yards more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $224.00.

Item No. 32

This quantity was revised based on the actual area of Sidewalk Removal in the field. The overall total for this item was 14.5 square feet less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $29.00.

CHANGE ORDER NO. 2 (Roadway)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 33

This quantity was revised based on the actual number of Concrete Collars utilized in the field. The overall total for this item was 1.0 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $1,200.00.

Items No. 34, 35, 36, 37, and 38

These quantities were revised based on the actual footages of 12", 15", and 18" Storm Sewer constructed. The overall total for these items was 139.3 feet less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $6,481.60.

Items No. 39, 40, 41, 42, and 43

These quantities were revised based on the actual footages of Storm Sewer Removal. The overall total for these items was 88.0 feet more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $731.00.

Items No. 44 and 45

These quantities were revised based on the actual number of Manholes Adjusted or Removed. The overall total for these items was 1.0 more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $1,500.00.

Items No. 46

These quantities were revised based on the actual footages of Concrete Curb and Gutter constructed. The overall total for these items was 4.0 feet more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $360.00.

Items No. 47, 48, 49, and 50

These quantities were revised based on the actual area/footages of Pavement Markings constructed. The overall total for these items was 194.0 square feet and 85.0 feet less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $2,107.90.

Items No. 51, 52, 53, and 54

These quantities were revised based on the actual length of Conduit in Trench and Conduit Pushed, 1" through 2" Diameter constructed. The overall total for these items was 43.0 feet less than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $586.70.

Items No. 55, 56, 57, and 70

These quantities were revised based on the actual length of Electric Cable in Conduit installed. The overall total for these items was 360.0 feet less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $400.98.

Item No. 58

This quantity was revised based on the actual length of Trench and Backfill for Electrical Work constructed in the field. The overall total for this item was 34.0 feet more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $127.50.

Item No. 59

This quantity was revised based on the actual area of Paving Brick Sidewalk constructed in the field. The overall total for this item was 2.0 square yards less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $560.00.

Item No. 60

This quantity was revised based on the actual area of Flagstone Sidewalk constructed in the field. The overall total for this item was 37.0 square yards less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $1,406.00.

Item No. 62

This quantity was revised based on the actual length of Sidewalk Removal (Special). The overall total for this item was 48.0 feet less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $528.00.

CHANGE ORDER NO. 2 (Roadway)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 63

This quantity was revised based on the actual number of Inlets, Special, with Special Frame and Grate constructed in the field. The overall total for this item was 1.0 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,650.00.

Item No. 64

This quantity was revised based on the actual number of Manholes constructed in the field. The overall total for this item was 3.0 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $12,000.00.

Item No. 65

This quantity was revised based on the actual area of Brick Driveway Removal and Replacement constructed in the field. The overall total for this item was 110.5 square feet more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $4,972.50.

Items No. 66, 67, 68, and 69

These quantities were revised based on the actual footages of 12", 15", and 18" Water Main Quality Storm Sewer constructed. The overall total for these items was 82.8 feet more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $7,374.20.

Item No. 71

This item was added based on storm sewer work that was performed along Country Club Place due to a conflict with the proposed sanitary manhole. This item is being subtracted from the Sanitary Sewer Items and added to the Roadway Items.

The net effect of this item is a Total Price Add to the original contract in the amount of $964.72.

CLARK DIETZ, INC.

Request for
Authorization
of Changes

125 West Church Street
Champaign, Illinois 61820
217-373-8900

TO: City of
Bloomington

PROJECT: Locust Street CSO Elimination/Water Main Replacement Phase 1
DATE: December 19, 2013 JOB NO.: B0110122
CITY: Bloomington COUNTY: McLean
STATE: Illinois
CONTRACTOR: Stark Excavating, Inc.
CHANGE ORDER NO. 3 (Sanitary)
SHEET NO. 1 OF 7

GENTLEMEN:
The following change(s) from the plans in the construction of the above designated project is recommended.

SANITARY SEWER ITEM(S)	ADDITIONS	DEDUCTIONS
1. Addition of Sewer Service Connection at #22 Country Club Place: 1 LS @ $7,688.89	$7,688.89	
2. Adjust quantity of 8" San Sewer, Open Cut, 9'-12', BFM 4: 798 LF @ $115.00	$91,770.00	
3. Adjust quantity of 8" San Sewer, Open Cut, 12'-15', BFM 4: -541 LF @ $143.00		$77,363.00
4. Adjust quantity of 8" San Sewer, Open Cut, 12'-15', BFM 4, CC: -273 LF @ $100.00		$27,300.00
5. Adjust quantity of 8" San Sewer, Open Cut, 15'-18', BFM 4: 14 LF @ $181.00	$2,534.00	
6. Adjust quantity of 12" San Sewer, Open Cut, 6'-9', BFM 4: -34 LF @ $116.00		$3,944.00
7. Adjust quantity of 12" San Sewer, Open Cut, 9'-12', BFM 4, CC: 44 LF @ $143.00	$6,292.00	
8. Adjust quantity of 21" San Sewer, Open Cut, 9'-12', BFM 4, CC: 329 LF @ $160.00	$52,640.00	
9. Adjust quantity of 21" San Sewer, Open Cut, 12'-15', BFM 4: -84 LF @ $189.00		$15,876.00
10. Adjust quantity of 21" San Sewer, Open Cut, 12'-15', BFM 4, CC: -172 LF @ $189.00		$32,508.00
11. Adjust quantity of 21" San Sewer, Open Cut, 15'-18', BFM 4: 174 LF @ $228.00	$39,672.00	
12. Adjust quantity of 21" San Sewer, Open Cut, 15'-18', BFM 4, CC: -99 LF @ $221.00		$21,879.00
13. Adjust quantity of 21" San Sewer, Open Cut, 18'-21', BFM 4: 91 LF @ $265.00	$24,115.00	
14. Adjust quantity of 21" San Sewer, Open Cut, 21'+, BFM 4: -172 LF @ $308.00		$52,976.00
15. Adjust quantity of 21" San Sewer, Open Cut, 21'+, BFM 4, CC: -67 LF @ $285.00		$19,095.00
16. Adjust quantity of 30" San Sewer, Open Cut, 9'-12', BFM 2: 1 LF @ $162.00	$162.00	
17. Adjust quantity of 30" San Sewer, Open Cut, 9'-12', BFM 4: -347 LF @ $250.00		$86,750.00

SANITARY SEWER ITEM(S)	ADDITIONS	DEDUCTIONS
18. Adjust quantity of 30" San Sewer, Open Cut, 12'-15', BFM 4: 355 LF @ $255.00	$90,525.00	
19. Adjust quantity of 60" San Drop Manhole, 12'-15': 1.0 EA @ $8,800.00	$8,800.00	
20. Adjust quantity of 60" San Manhole, 21'+: -1.0 EA @ $9,700.00		$9,700.00
21. Adjust quantity of 48" San Manhole, 6'-9': -1.0 EA @ $4,800.00		$4,800.00
22. Adjust quantity of 48" San Manhole, 9'-12': 3.0 EA @ $5,000.00	$15,000.00	
23. Adjust quantity of 48" San Manhole, 12'-15': 1.0 EA @ $5,300.00	$5,300.00	
24. Adjust quantity of 48" San Drop Manhole, 12'-15': -1.0 EA @ $5,600.00		$5,600.00
25. Adjust quantity of 48" San Manhole, 15'-18': -2.0 EA @ $6,300.00		$12,600.00
26. Adjust quantity of 21" Storm Sewer, Open Cut, 6'-9', BFM 4, CC: 20.5 LF @ $115.00	$2,357.50	
27. Adjust quantity of 21" Storm Sewer, Open Cut, 9'-12', BFM 4, CC: -68 LF @ $120.00		$8,160.00
28. Adjust quantity of 15" Storm Sewer, Open Cut, 9'-12', BFM 4: 20 LF @ $170.00	$3,400.00	
29. Adjust quantity of 12" Storm Sewer, Open Cut, 6'-9', BFM 4: 108 LF @ $66.00	$7,128.00	
30. Adjust quantity of 60" Storm Manhole, 9'-12': 1.0 EA @ $3,400.00	$3,400.00	
31. Adjust quantity of Sanitary Lateral Connections: 45.0 EA @ $2,900.00	$130,500.00	
32. Adjust quantity of Storm Sewer Inlets: 2.0 EA @ $1,500.00	$3,000.00	
33. Adjust quantity of Surface Replacement, Pavement, 6'-9' Trench: 108 LF @ $75.00	$8,100.00	
34. Adjust quantity of Surface Replacement, Pavement, 9'-12' Trench: 761 LF @ $76.00	$57,836.00	
35. Adjust quantity of Surface Replacement, Pavement, 12'-15' Trench: -53 LF @ $77.00		$4,081.00
36. Adjust quantity of Surface Replacement, Pavement, 15'-18' Trench: 134 LF @ $100.00	$13,400.00	
37. Adjust quantity of Surface Replacement, Pavement, 18'-21' Trench: 112 LF @ $101.00	$11,312.00	
38. Adjust quantity of Surface Replacement, Pavement, 21'+ Trench: -186 LF @ $107.00		$19,902.00
39. Adjust quantity of Connection to Existing Sanitary Sewer: 1.0 EA @ $5,000.00	$5,000.00	
40. Adjust quantity of Connection to Existing Storm Sewer: -3.0 EA @ $2,000.00		$6,000.00
41. Adjust quantity of Surface Replacement, Sod Along Baseball Field: 439 LF @ $12.00	$5,268.00	
42. Adjust quantity of Granular Trench Stabilization: 20.0 TON @ $200.00		$4,000.00
43. Addition of tunneling under fences and hedges: 2.0 EA @ $1,250.00	$2,500.00	
44. Addition of removal and replacement of PCC stairs and sidewalk: 1.0 EA @ $2,489.00	$2,489.00	
45. Adjust unit price of pavement deduction – Sanitary Lateral Connection: 82.0 EA @ -$7.00		$574.00

SANITARY SEWER ITEM(S)	ADDITIONS	DEDUCTIONS
46. Adjust unit price of pavement deduction – Abandon Existing Sewer: 1.0 LS @ -$500.00		$500.00
47. Adjust unit price of pavement deduction – Surface Replacement 6'-9' Trench: 142.0 LF @ -$7.00		$994.00
48. Adjust unit price of pavement deduction – Surface Replacement 9'-12' Trench: 985.0 LF @ -$7.00		$6,895.00
49. Adjust unit price of pavement deduction – Surface Replacement 12'-15' Trench: 1,277.0 LF @ -$7.00		$8,939.00
50. Adjust unit price of pavement deduction – Surface Replacement 15'-18' Trench: 887.0 LF @ -$7.50		$6,652.50
51. Adjust unit price of pavement deduction – Surface Replacement 18'-21' Trench: 697.0 LF @ -$8.00		$5,576.00
52. Adjust unit price of pavement deduction – Surface Replacement 21'+ Trench: 26.0 LF @ -$8.50		$221.00
53. Addition of mill and overlay at Perrin and Jefferson: 1.0 LS @ $5,203.00	$5,203.00	
54. Addition of cub replacement at Perrin and Jefferson: 100.0 LF @ $65.00	$6,500.00	
55. Addition of undercut excavation at Perrin and Jefferson: 50.0 CY @ $25.00	$1,250.00	
56. Addition of undercut granular backfill at Perrin and Jefferson: 100.0 TN @ $22.00	$2,200.00	
57. Addition of casting adjustment at Washington and Moore: -1.0 LS @ $2,000.00		$2,000.00
58. Deduction of removal and replacement of 18" sewer due to conflict at M.H. #9: 1 LS @ $964.72		$964.72
Subtotal	$615,342.39	$445,850.22

The Contract Price for this Change Order will be increased by the Amount of this Order:	$	169,492.17
Amount of Previous Orders:	$	41,567.64
Original Contract Amount:	$	4,546,406.00
Original Contract Amount and Orders:	$	4,757,465.81

The work covered by this change order shall be performed under the same terms and conditions as the original contract. The Contract Time will be unchanged by this Change Order.

Approval Recommended:

Resident Project Representative – City of Bloomington

Approved by:

Engineering Director – City of Bloomington

Approval Recommended:

Project Manager – Clark Dietz, Inc.

Accepted by:

Contractor – Stark Excavating, Inc.

CHANGE ORDER NO. 3 (Sanitary)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 1

This item was added for the addition of a sewer service connection at #22 Country Club Place.

The net effect of this item is a Total Price Add to the original contract in the amount of $7,688.89.

Items No. 2, 3, 4, and 5

These quantities were revised based on the actual footages of 8" Sanitary Sewer constructed. The overall total for these items was 2 feet less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $10,359.00.

Items No. 6 and 7

These quantities were revised based on the actual footages of 12" Sanitary Sewer constructed. The overall total for these items was 10 feet more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $2,348.00.

Items No. 8, 9, 10, 11, 12, 13, 14, and 15

These quantities were revised based on the actual footages of 21" Sanitary Sewer constructed. The overall total for these items was a net no change than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $25,907.00.

Items No. 16, 17, and 18

These quantities were revised based on the actual footages of 30" Sanitary Sewer constructed. The overall total for these items was 9 feet more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $3,937.00.

Items No. 19 and 20

These quantities were revised based on the actual number of 60" Diameter Sanitary Manholes constructed. The overall total for these items was a net no change than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $900.00.

Items No. 21, 22, 23, 24, and 25

These quantities were revised based on the actual number of 48" Diameter Sanitary Manholes constructed. The overall total for these items was a net no change than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $2,700.00.

CHANGE ORDER NO. 3 (Sanitary)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Items No. 26 and 27

These quantities were revised based on the actual footages of 21" Storm Sewer constructed. The overall total for these items was 47.5 feet less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $5,802.50.

Item No. 28

This quantity was revised based on the actual footages of 15" Storm Sewer constructed in the field. The overall total for this item was 20 feet more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $3,400.00.

Item No. 29

This quantity was revised based on the actual footages of 12" Storm Sewer constructed in the field. The overall total for this item was 108 feet more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $7,128.00.

Item No. 30

This quantity was revised based on the actual number of 60" Diameter Storm Manholes constructed in the field. The overall total for this item was 1 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $3,400.00.

Item No. 31

This quantity was revised based on the actual number of Sanitary Lateral Connections constructed in the field. The overall total for this item was 45 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $130,500.00.

Item No. 32

This quantity was revised based on the actual number of Storm Sewer Inlets constructed in the field. The overall total for this item was 2 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $3,000.00.

Items No. 33, 34, 35, 36, 37, and 38

These quantities were revised based on the actual footages of Surface Replacement, Pavement constructed. The overall total for these items was 876 feet more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $66,665.00.

CHANGE ORDER NO. 3 (Sanitary)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 39

This quantity was revised based on the actual number of Connection to Existing Sanitary Sewers constructed in the field. The overall total for this item was 1 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $5,000.00.

Item No. 40

This quantity was revised based on the actual number of Connection to Existing Storm Sewers constructed in the field. The overall total for this item was 3 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $6,000.00.

Item No. 41

This quantity was revised based on the actual footages of Surface Replacement, Sod constructed in the field. The overall total for this item was 439 feet more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $5,268.00.

Item No. 42

This quantity was revised based on the actual number of Granular Trench Stabilization utilized in the field. The overall total for this item was 20 tons less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $4,000.00.

Item No. 43

This item was added based on the addition of tunneling under fences and hedges to avoid costly surface restoration.

The net effect of this item is a Total Price Add to the original contract in the amount of $2,500.00.

Item No. 44

This item was added based on the addition of removal and replacement of PCC stairs and sidewalk.

The net effect of this item is a Total Price Add to the original contract in the amount of $2,489.00.

Item No. 45, 46, 47, 48, 49, 50, 51, and 52

These unit costs were revised based on the altered pavement restoration along Sanitary Lateral Connections, Abandonment of Existing Sewer, and Trench Surface Replacement.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $30,351.50.

Item No. 53

This item was added based on the addition of mill and overlay at Perrin and Jefferson.

The net effect of this item is a Total Price Add to the original contract in the amount of $5,203.00.

Item No. 54

This item was added based on the addition of curb replacement at Perrin and Jefferson.

The net effect of this item is a Total Price Add to the original contract in the amount of $6,500.00.

Item No. 55

This item was added based on the addition of undercut excavation at Perrin and Jefferson.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,250.00.

Item No. 56

This item was added based on the addition of undercut granular backfill at Perrin and Jefferson.

The net effect of this item is a Total Price Add to the original contract in the amount of $2,200.00.

Item No. 57

This item was added based on the addition of casting adjustment at Washington and Moore.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $2,000.00.

CLARK DIETZ, INC.

Request for
Authorization
of Changes

125 West Church Street
Champaign, Illinois 61820
217-373-8900

TO: City of
Bloomington

PROJECT: Locust Street CSO Elimination/Water Main Replacement Phase 1
DATE: December 19, 2013 JOB NO.: B0110122
CITY: Bloomington COUNTY: McLean
STATE: Illinois
CONTRACTOR: Stark Excavating, Inc.
CHANGE ORDER NO. 3 (Water)
SHEET NO. 1 OF 6

GENTLEMEN:
The following change(s) from the plans in the construction of the above designated project is recommended.

WATER ITEM(S)	ADDITIONS	DEDUCTIONS
1. Addition of buried foundation at 11+70 Towanda Avenue: 1LS @ $3,583.57	$3,583.57	
2. Addition of temporary water connection at 600+00 Country Club Place: 1LS @ $3,955.34	$3,955.34	
3. Addition of relocation of hydrant at #19 Country Club Place: 1LS @ $4,037.31	$4,037.31	
4. Addition of exploratory digging and relocate of valve: 1LS @ $4,100.89	$4,100.89	
5. Addition of unmarked water service strike: 1 LS @ $713.66	$713.66	
6. Addition of exploratory digging/reconnection of service to main: 1LS @ $5,618.07	$5,618.07	
7. Addition of mismarked water service strike at #1321 Washington St: 1 LS @ $1,788.47	$1,788.47	
8. Addition of exploratory digging of water services on Washington St: 1 LS @ $3,465.75	$3,465.75	
9. Addition of raising hydrants to grade: 1 LS @ $1,375.87	$1,375.87	
10. Addition of disconnect and cap temp connection: 1 LS @ $730.78	$730.78	
11. Addition of replace lead connection to main: 1 LS @ $506.44	$506.44	
12. Adjust quantity of 6" DIP WM, Open Cut, BFM 4: 47 LF @ $100.00	$4,700.00	
13. Adjust quantity of 6" DIP WM, Open Cut with 12" Casing, BFM 4: -22 LF @ $143.00		$3,146.00
14. Adjust quantity of 8" DIP WM, Open Cut, BFM 4: 193 LF @ $95.00	$18,335.00	
15. Adjust quantity of 8" DIP WM, Open Cut, BFM 4, CC: 28 LF @ $73.00	$2,044.00	
16. Adjust quantity of 8" DIP WM, Open Cut with 16" Casing, BFM 4: -54 LF @ $204.00		$11,016.00
17. Adjust quantity of 8" DIP WM, Open Cut with 16" Casing, BFM 4, CC: -178 LF @ $185.00		$32,930.00
18. Adjust quantity of 12" DIP WM, Open Cut, BFM 4: -5 LF @ $125.00		$625.00
19. Adjust quantity of 12" DIP WM, Open Cut with 24" Casing, BFM 4: -20 LF @ $322.00		$6,440.00
20. Adjust quantity of 12" DIP WM, Horizontal Directional Drill: 24 LF @ $185.00	$4,440.00	

WATER ITEM(S)	ADDITIONS	DEDUCTIONS
21. Adjust quantity of 12" DIP WM, Bore and Jack with 24" Casing: -7 LF @ $500.00		$3,500.00
22. Adjust quantity of 1" Service Tap & Connection: -14 EA @ $2,500.00		$35,000.00
23. Adjust quantity of 1.5"-4" Service Tap & Connection: 8 EA @ $2,400.00	$19,200.00	
24. Adjust quantity of Contractor Furnished and Owner Installed Tapping Sleeve and Valve: 1 EA @ $3,500.00	$3,500.00	
25. Adjust quantity of Connection to Existing Water Main: 2 EA @ $7,500.00	$15,000.00	
26. Adjust quantity of 6" Gate Valve and Box: -1 EA @ $860.00		$860.00
27. Adjust quantity of 8" Gate Valve and Box: -1 EA @ $1,300.00		$1,300.00
28. Adjust quantity of 12" Gate Valve and Box: -2 EA @ $2,500.00		$5,000.00
29. Adjust quantity of Fire Hydrant Assembly: 2 EA @ $7,900.00	$15,800.00	
30. Adjust quantity of Reuse/Reconnect Fire Hydrant Assembly: -1 EA @ $4,400.00		$4,400.00
31. Adjust quantity of Surface Replacement, Pavement, 4'-7' Trench: -131 LF @ $73.00		$9,563.00
32. Adjust quantity of Surface Replacement, PC Panel: -12 EA @ $1,600.00		$19,200.00
33. Adjust quantity of Granular Trench Stabilization: -20.0 TON @ $200.00		$4,000.00
34. Adjust unit price of addition of 12x12 tapping sleeve and valve: 1.0 EA @ $425.00	$425.00	
35. Adjust unit price of pavement deduction – Water Service Connection: 24.0 EA @ -$1.00		$24.00
36. Adjust unit price of pavement deduction – Fire Hydrant Assembly: 9.0 EA @ -$5.00		$45.00
37. Adjust unit price of pavement deduction – Abandon Existing Water Main: 1.0 LS @ -$1,000.00		$1,000.00
38. Adjust unit price of pavement deduction – Surface Replacement 4'-7' Trench: 3,760.0 LF @ -$6.80		$25,568.00
Subtotal	$113,320.15	$163,617.00

The Contract Price for this Change Order will be decreased by the Amount of this Order:	$	50,296.85
Amount of Previous Orders:	$	13,380.74
Original Contract Amount:	$	2,743,855.00
Original Contract Amount and Orders:	$	2,706,938.89

The work covered by this change order shall be performed under the same terms and conditions as the original contract. The Contract Time will be unchanged by this Change Order.

Approval Recommended:

Resident Project Representative – City of Bloomington

Approved by:

Water Director – City of Bloomington

Approval Recommended:

Project Manager – Clark Dietz, Inc.

Accepted by:

Contractor – Stark Excavating, Inc.

CHANGE ORDER NO. 3 (Water)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 1

This item was added due to a conflict with the water main installation.

The net effect of this item is a Total Price Add to the original contract in the amount of $3,583.57.

Item No. 2

This item was added for a required fire/water service on Country Club Place.

The net effect of this item is a Total Price Add to the original contract in the amount of $3,955.34.

Item No. 3

This item was added for relocation of a hydrant after installation.

The net effect of this item is a Total Price Add to the original contract in the amount of $4,037.31.

Item No. 4

This item was added for exploratory digging and relocation of a valve.

The net effect of this item is a Total Price Add to the original contract in the amount of $4,100.89.

Item No. 5

This item was added for unmarked water service strike.

The net effect of this item is a Total Price Add to the original contract in the amount of $713.66.

Item No. 6

This item was added for exploratory digging and reconnection of the service line to the new main.

The net effect of this item is a Total Price Add to the original contract in the amount of $5,618.07.

Item No. 7

This item was added for striking a mismarked water service.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,788.47.

Item No. 8

This item was added for exploratory digging of water service on Washington St.

The net effect of this item is a Total Price Add to the original contract in the amount of $3,465.75.

CHANGE ORDER NO. 3 (Water)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 9

This item was added to raise hydrants to grade.

The net effect of this item is a Total Price Add to the original contract in the amount of $1,375.87.

Item No. 10

This item was added to disconnect and cap a temporary connection which allowed abandonment of the 6" main at Country Club Place and Mercer Avenue.

The net effect of this item is a Total Price Add to the original contract in the amount of $730.78.

Item No. 11

This item was added to replace the lead connection to the main at 102 Fairview Avenue.

The net effect of this item is a Total Price Add to the original contract in the amount of $506.44.

Items No. 12 and 13

These quantities were revised based on the actual footages of 6" Water Main constructed. The overall total for these items was 25 feet more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $1,554.00.

Items No. 14, 15, 16, and 17

These quantities were revised based on the actual footages of 8" Water Main constructed. The overall total for these items was 11 feet less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $23,567.00.

Items No. 18, 19, 20, and 21

These quantities were revised based on the actual footages of 12" Water Main constructed. The overall total for these items was 8 feet less than that shown on the Bid Form.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $6,125.00.

Item No. 22

This quantity was revised based on the actual number of 1" Service Tap & Connections constructed. The overall total for this item was 14 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $35,000.00.

CHANGE ORDER NO. 3 (Water)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 23

This quantity was revised based on the actual number of 1.5"-4" Service Tap & Connections constructed in the field. The overall total for this item was 8 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $19,200.00.

Item No. 24 and 25

These quantities were revised based on the actual number of Contractor Furnished and Owner Installed Tapping Sleeve and Valve and Connection to Existing Water Main constructed. The overall total for these items was 3 more than that shown on the Bid Form.

The net effect of these items is a Total Price Add to the original contract in the amount of $18,500.00.

Item No. 26

This quantity was revised based on the actual number of 6" Gate Valve and Boxes constructed in the field. The overall total for this item was 1 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $860.00.

Item No. 27

This quantity was revised based on the actual number of 8" Gate Valve and Boxes constructed in the field. The overall total for this item was 1 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $1,300.00.

Item No. 28

This quantity was revised based on the actual number of 12" Gate Valve and Boxes constructed in the field. The overall total for this item was 2 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $5,000.00.

Item No. 29

This quantity was revised based on the actual number of Fire Hydrant Assembly constructed in the field. The overall total for this item was 2 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $15,800.00.

CHANGE ORDER NO. 3 (Water)
Locust Street CSO Elimination/Water Main Replacement Phase 1
City of Bloomington, Illinois
December 19, 2013

Item No. 30

This quantity was revised based on the actual number of Reuse/Reconnect Fire Hydrant Assembly constructed in the field. The overall total for this item was 1 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $4,400.00.

Item No. 31

This quantity was revised based on the actual footages of Surface Replacement, Pavement, 4'-7' Trench constructed in the field. The overall total for this item was 131 feet less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $9,563.00.

Item No. 32

This quantity was revised based on the actual number of Surface Replacement, PC Panel constructed in the field. The overall total for this item was 12 less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $19,200.00.

Item No. 33

This quantity was revised based on the actual amount of Granular Trench Stabilization utilized in the field. The overall total for this item was 20 tons less than that shown on the Bid Form.

The net effect of this item is a Total Price Deduct to the original contract in the amount of $4,000.00.

Item No. 34

This unit price was revised based on the addition of a 12"x12" tapping sleeve and valve for a Contractor Furnished and Owner Installed Tapping Sleeve and Valve. The overall total for this item was $425.00 more than that shown on the Bid Form.

The net effect of this item is a Total Price Add to the original contract in the amount of $425.00.

Item No. 35, 36, 37, and 38

These unit prices were revised based on the pavement deduction for Water Service Connections, Fire Hydrant Assemblies, Abandon Existing Water Main, and Surface Replacement 4'-7' Trench. The City allowed pavement restoration that was different than what was in the plans and so a credit was given for these 4 items.

The net effect of these items is a Total Price Deduct to the original contract in the amount of $26,637.00.

FOR COUNCIL: July 28, 2014

SUBJECT: Request to Approve a Budget Amendment to Accounts (10015110 – 72520) and (10015110 – 70420) in the General Fund Budget for Emergency Replacement of Police Department Chiller

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Police Chiller replacement and associated costs were approved by the City Manger as an Emergency Procurement Memo on May 27, 2014 for $125,000 in estimated charges (see attached memo).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: This item is not budgeted in FY 2015 Adopted Budget. The proposed budget amendment will increase the General Fund budget expenditures by $108,280.95 in the Police Department. The total expenditures will have $5,780 charged to Police - Rentals (10015110 - 70420) and $102,500.95 will be charged to Police - Buildings (10015110 - 72520).

See the Ordinance for detailed account numbers and descriptions.

Respectfully submitted for Council consideration.

Prepared by: Chris Tomerlin, Budget Analyst

Reviewed by: Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Emergency Procurement Memo

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 –

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

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 28th day of July, 2014.

APPROVED the ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

		Exhibit 1	
Account #	**Fund**	**Account Description**	**Amount**
10015110-70420	General	Police-Rentals	$ 5,780.00
10015110-72520	General	Police-Buildings	$ 102,500.95
		Net Budget Increase/(Decrease):	**108,280.95**

EMERGENCY PROCUREMENT MEMO
Date: May 27, 2014

SUBJECT: Replacement Chiller for the Police Department

RECOMMENDATION/MOTION:
Authorize direct purchase of 130 ton air-cooled chiller system from Trane which is available for purchase through The Cooperative Purchasing Network (TCPN). TCPN is a joint purchasing group which leverages one of the largest pools of purchasing potential yielding contracts for goods and services which have been competitively solicited. Purchasing through this group allows for 10 day delivery in lieu of the typical 6 week lead time. A request for proposal will be sent out for the installation of the chiller, a rough order of magnitude estimate for the purchase of the chiller and installation is $125,000. Trane has provided the names of three local reputable contractors for the installation. Following the emergency procurement guidelines will allow this project to take place in 3 weeks rather than the 2 months it would take for the sealed bid process.

STRATEGIC PLAN LINK:
Goal 2: Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
Procurement and installation will address an immediate concern in the ability to provide a safe and reasonable work environment for employees as well as to protect the large amount of IT equipment within the Police building.

BACKGROUND:
The current chiller system is 18 years old; a typical chiller has a life expectancy of 20 years. The chiller is an integral part of the buildings HVAC system and without it the building will not be able to be cooled. For the past month the chiller has had multiple major issues including the loss of circuit #1 and a barrel failure which allowed cross system contamination and damage to the compressor. The price to correct the issues would be approximately 75% of the cost to replace the chiller.

This past weekend (5/24/14 - 5/26/14) the chiller failed causing air temperatures in the police department to approach 83 degrees Fahrenheit. Confounding the issue of employee discomfort, the Police building houses a large amount of IT equipment including the City's Communication Center. With summer temperatures fast approaching it is necessary to replace the chiller as soon as possible.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:
Members of the Police Department, Procurement Office, Office of the City Manager

FINANCIAL IMPACT: This is an emergency replacement and installation of the chiller and is estimated to cost $125,000. An exact cost cannot be given at this time as many factors are involved with the installation that could increase or decrease the cost depending on the difficulty

of the work needed to complete a proper installation. The chiller was not budgeted in the FY 2015 budget but will be paid for with fund balance. Staff is actively researching grant funding to help deter these costs. The primary option is the Department of Commerce and Economic Opportunity grant that would allow the City to apply while or after the work is completed. The DCEO grant is not a guaranteed reimbursement but if successful, the reimbursement could range from $500 to 75% of the actual costs.

Prepared by:	Derrick Hengstebeck, Interim Facilities Manager
Reviewed by:	Alexander S. McElroy, Assistant to the City Manager
Financial & Budgetary review by:	Carla A. Murillo, Budget Manager
Legal review by:	Jeff R. Jurgens, Interim Corporate Counsel

City Manager approval:

David A. Hales
City Manager

Attachments: None

FOR COUNCIL: July 28, 2014

SUBJECT: Request to Approve a Budget Amendment to Accounts (10015110 – 72130) and (20900900 - 72130) in the General Fund Budget and Drug Enforcement Fund for Reallocation of a Vehicle Purchase for the Police Department

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: On October 28, 2013, Council approved the purchase of three (3) vehicles totaling $82,998. The vehicles were received in FY 2015 and all three (3) of the vehicles were paid from the Police Department's budget. Two (2) of the vehicles should have been paid out of the Drug Enforcement Fund. The budget amendment is necessary to reallocate the budget of two (2) of the vehicles from the Police Budget to the Drug Enforcement Budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: This budget amendment will increase the budget for Drug Enforcement - Capital Outlay Licensed Vehicles (20900900 - 72130) by $55,332 and decrease the Police - Capital Outlay Licensed Vehicles Budget (10015110 - 72130) by $55,332. The overall net impact from this budget amendment will have no impact on expenditures but will correctly reflect the budget in these two (2) line items.

See the Ordinance for detailed account numbers and descriptions.

Respectfully submitted for Council consideration.

Prepared by: Chris Tomerlin, Budget Analyst

Reviewed by: Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 –

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

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

PASSED the 28th day of July, 2014.

APPROVED the ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

		Exhibit 1	
Account #	**Fund**	**Account Description**	**Amount**
20900900-72130	Drug Enforcement	Drug Enforcement-Capital Outlay Licensed Vehicles	$ 55,332.00
10015110-72130	General	Police-Capital Outlay Licensed Vehicles	$ (55,332.00)
		Net Budget Increase/(Decrease):	**-**

FOR COUNCIL: July 28, 2014

SUBJECT: Collective Bargaining Agreement with American Federation of State, County and Municipal Employees (AFSCME) Local 699

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On February 25, 2014, the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement scheduled to expire on April 30, 2014. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided. On May 29, 2014, the parties reached Tentative Agreement on the issues listed below. The City was notified on July 1, 2014 that the Tentative Agreement had been ratified by the union membership.

Leave Time

- Reduce the number of sick leave hours a new employee receives in the first twelve (12) months of employment from twenty (20) hours a month to eight (8) hours a month.
- Elimination of Sick Leave Buyback for employees hired after May 1, 2014.
- Update of the Vacation scheduling limits by shift.
- Ability to carryover up to twenty-four (24) hours of vacation leave into the next anniversary year.

Wages and Benefits

- May 1, 2014 wage increase of 2.25% with retroactivity.
- May 1, 2015 wage increase of 2.25%.
- May 1, 2016 wage increase of 2.25%.
- Increase shift differential from $.30 per hour to $.40 per hour.
- Reduce the new hire base wage for Zookeepers to $16.85 per hour.
- Ability for Zookeepers to take time off work in lieu of receiving overtime pay for worked holidays.
- Reduce the call-back pay from a minimum of four (4) hours to three (3) hours.
- Addition of language on the Affordable Care Act (ACA) that would allow the City to make changes to the Health Insurance Plan in order to avoid the Cadillac Tax. The new language also permits the City to increase the employee's monthly insurance contributions to include any excise tax or penalty under the ACA.

Miscellaneous Items

- Addition of language on Paycheck Distribution.
- Modification of Temporary Transfer language.
- Updated language on missed overtime opportunities that would require employees to only work only half the missed overtime.
- Elimination of the on-call language in the collective bargaining agreement (related to snow and similar weather events).
- Modification of grievance procedure that would require the City's grievance response prior to an employee serving a suspension.
- Reduce the number of steps in the grievance process and increase the grievance response time to ten (10) days.
- Modification of grievance arbitration language.
- Modification of language on employees being eligible to work overtime when they have used sick leave.
- Modification on scheduled overtime notice being given at least twenty-four (24) hours in advance.
- Additional management flexibility on administering the City's Drug and Alcohol Policy and Procedure.

Term of Agreement

- Three (3) year Agreement.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and AFSCME Local 699 employees.

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

- Increase in wage tables by 2.25% effective May 1, 2014. Increase in wage tables by 2.25% effective May 1, 2015 and by 2.25% effective May 1, 2016. Estimated cost of these wage increases during the three (3) year term of the contract, excluding longevity increases, is approximately $900,000.
- Increase in the shift differential per employee is $208 annually. Employees on holiday, vacation, etc. will not receive the shift differential.

Respectfully submitted for Council consideration.

Prepared by:	Angie Brown, Human Resources Specialist
Reviewed by:	Emily Bell, Director of Human Resources
Financial & budgetary review by:	Paulette Hurd, Chief Accountant
Legal review by:	Lisa Callaway, Clark Baird Smith, LLP

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Contract

Motion: That the Contract be ratified.

Motion: _____ Seconded by: _____

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

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LOCAL 699

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

May 1, 201~~2~~4 - April 30, 201~~4~~7

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AGREEMENT

This Agreement made and entered into this 1st day of May, 201~~2~~24 by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City"), and LOCAL 699, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union"):

WITNESSETH:

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiations in the respect of rates of pay, hours of work and other conditions of employment for all full-time employees in the Department of Public Works, and the Department of Parks, Recreation and Cultural Arts,

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Parking Maintenance Workers, and Police Custodians, excluding supervisors, office clerical workers, probationary employees, seasonal employees, part-time employees, and all other employees of the City.

Section 1.2. Supervisor. The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Section 1.3. Rights of Individuals. Nothing contained in this Article shall abridge the rights of individual employees under Illinois law.

Section 1.4. Duties of Supervisors. A supervisor's primary function is the direction of employees provided, however, this shall not prohibit a supervisor from performing experimental work, work performed in connection with instructing and training employees, work required because of accidents and absenteeism or emergencies, or work which, under the circumstances then prevailing, it would be unreasonable to assign to a bargaining unit employee. Work normally performed by a supervisor, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision.

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~~Section 1.5. Restricted Duty Status.~~

~~*When, at any time during a period of paid sick or injury leave, the employee is released to perform restricted duty work by his physician or other competent recognized medical authority, the City may assign the employee to any restricted duty work available provided that:*~~

~~*(1) every effort shall be made to provide such tasks within the bargaining unit;*~~

~~*(2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;*~~

~~*(3) seniority shall continue to accrue during the period of such restricted duty;*~~

~~*(4) any employee required to return to work under restricted duty and is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;*~~

~~*(5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.*~~

~~*At the end of the five hundred twenty (520) hours worked (65 days), the restricted duty status shall be reviewed and the assignment may be renewed for one additional period of five hundred twenty (520) hours worked.*~~

~~*At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment. Employees working first shift will not be required to work second or third shift.*~~

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~~***Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with pay to other more suitable duties.***~~

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Checkoff. Deduction. The City agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and Union sponsored benefit program contributions from the pay of those employees who individually request it. Requests shall be made on a form provided by the Union, which will set forth the sum of the separate deductions set forth in the previous sentence. The City will deduct the requested amount from the employee's pay on a weekly basis. The City will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. Deductions will begin on the first paycheck of the month, partial months will not be deducted. The aggregate deductions of all employees (including employees paying Fair Share Deductions as set forth below) and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

Dues deductions shall remain in effect until revoked in writing by the employee at any time.

Section 2.2. Fair Share. Employees who are covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate

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fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the employer by the Union. Fair share deductions will begin on the first paycheck of the month, partial months will not be deducted. The Union shall advise the employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union, Local 1.

Section 2.3. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 HOURS OF WORK AND OVERTIME

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Section 3.1. Application of this Article. This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 3.2. Regular Workweek. The regular workweek shall consist of forty (40) hours per week and such additional time as may from time

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to time be required in the judgment of the City to serve the citizens of the City. The regular workweek shall consist of five (5) consecutive eight (8) hour workdays. The regular workday shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period which may be interrupted by a one-half (½) hour lunch break. Employees granted one-half (½) hour for lunch will have their regular workday end eight and one-half (8½) hours from the beginning of their normal shift hours. The present practice of working through lunch and leaving one-half (½) hour early shall continue.

Section 3.3. Changes in Regular Workday and Workweek. The shifts, workdays, and hours to which employees are assigned shall insofar as practicable be posted on department bulletin boards. Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, notice of such change shall be given to the Union as far in advance as is reasonably practicable.

If new permanent shifts, work, workdays or hours are established, employees will be permitted to bid on such new shifts, work, workdays, or hours and consistent with efficient operations, preference will be given to qualified employees with the most seniority. If there are no bids by qualified employees for the newly established shift or work, then qualified employees with the least seniority will be assigned to the new permanent shift, work, workdays or hours.

The Union may request different starting and quitting times during periods of extreme heat. The hours of work for the Public Service Department shall be from 6:00 a.m. to 2:00 p.m. from Memorial Day to Labor Day. This does not diminish the City of Bloomington's rights to direct the workforce under this Section.

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~~Paychecks will not be made available until the end of the employee's regular shift. Employees working second shift shall receive their paycheck at the beginning of their shift.~~

Section 3.4. Change in Paydays From Weekly to Bi-Weekly.

The City and the Union agrees with the provision, that if all other bargaining units agree to be paid on a bi-weekly pay period, Local 699 employees may also agree to a bi-weekly pay period with a ninety (90) day notice of such change.

Section 3.5 Overtime Pay, Meal Allotment.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

Employees who work twelve (12) or more consecutive hours shall receive a meal allowance of ten dollars ($10.00) to be paid on their weekly payroll check. In the event meal allotment money is missed it will be made up on a subsequent payroll. The meal allowance is subject to all applicable deductions.

Section 3.6. Distribution of Overtime Work.

(a) Manner of Distribution.

(1) General. So far as practicable, without reducing efficiency of work performance, opportunities to work overtime shall be distributed among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required. It is further agreed that overtime work will normally be distributed in the division which normally performs the work. Nothing herein shall prohibit the City from assigning overtime work to employees in other divisions if the City has first at-

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tempted to assign work to employees in the division which normally performs the work. Distribution will start with the most senior employee qualified to do the work in the job classification and continue down the seniority list; provided, however, if there are not enough qualified employees who volunteer for the overtime work which, in the City's judgment is necessary, then the least senior employees in the job classification who are qualified to do such work shall be required to work overtime starting with the least senior of such employees. None of the foregoing shall be construed as to prohibit the City from scheduling and requiring an entire department and/or shift to work overtime.

Assignments or job tasks performed prior to the end of the employee's shift will be considered job continuation. The City shall not be required to break in on work in progress (regardless of the length of time) to include other employees. The City shall not be required to change an employee's shift in assigning overtime. When calling employees for overtime, the City shall first call the employees primary number and if applicable leave a message that they have been contacted for overtime, then call the employee's secondary number, if applicable. No message is required when two numbers are provided.

(2) July 4th. In assigning scheduled overtime work on July 4, the Director of Parks and Recreation shall, with the exception of such key persons or positions as he may designate from time to time, assign overtime work on a voluntary basis to qualified employees first in the Parks and Recreation Department, then in the bargaining unit on the basis of seniority. If insufficient personnel voluntarily agree to work overtime, such work shall be assigned on a mandatory basis as provided in (1) above.

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(3) Eligibility. Employees using more than four (4) consecutive hours of sick leave are ineligible for overtime until the start of the shift on the next work day. It is the employee's responsibility to notify the supervisor making the overtime assignment that the employee used four (4) or more hours of consecutive sick leave.

(b) Missed Overtime Opportunities. If an employee establishes that he or she has not received overtime for which he or she was entitled, such employee shall be paid the amount of overtime to which he or she was entitled as provided in this Section. Non-emergency work of half of ~~the same duration as~~ the missed overtime in the same classification as the employee or lower will be scheduled for the employee to perform at a mutually agreeable time on other than regular working hours. When said employee has performed such work, he or she shall be compensated for such work as if it were regular overtime work under Section 3.5 Overtime Pay, Meal Allotment. For purposes of this Section, the term "non-emergency work" shall mean work which would otherwise not be worked as overtime work by any other employee.

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c) Parking Division Overtime For the distribution of overtime for the Parking Division, after the Parking division list is exhausted Park Maintenance employees will be called for available overtime by job classification and seniority.

Section 3.7. Distribution of Overtime for Fleet Technicians.

The intent of this agreement is to distribute overtime among all Fleet Technicians, to cover all shifts and to keep the shop operational. The different circumstances are outlined below:

Snow/Ice event starts during regular shifts

Employees will start on 12 hour shifts. The nightshift will work from 2:30 p.m. until 2:30 a.m. The dayshift will work from 2:30 a.m. until 3:00

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p.m. This cycle will continue until Saturday at 2:30 p.m. or until the end of the snow/ice event. After that time, the weekend rules will apply.

Snow/Ice event starts after 10:30 p.m. on weekday

The dayshift will be called into work when the event begins. The dayshift will work from the snow/ice event start time until 3:00 p.m., which is the end of the technician's normal shift. At this point, 12 hour shifts will be put into effect, if needed. The nightshift will work from 2:30 p.m. until 2:30 a.m. The dayshift will work from 2:30 a.m. until 3:00 p.m. This cycle will continue until Saturday at 2:30 p.m. or until the end of the snow/ice event. After that time, the weekend rules will apply.

Snow/Ice event starts before 7:00 p.m. on Friday

The nightshift works until 11:00 p.m. Technicians are called in off the seniority list to work 12 hour shifts. After that time, the weekend rules will apply.

Weekend rules (snow/ice event starting after 7:00 p.m. on Friday or on holidays)

Call ins are made from the top of the seniority list. If the snow/ice event is anticipated to extend beyond 12 hours, then 12 hour shifts will be implemented. When the first shift ends, the next senior technician will be called into work the next 12 hour shift. This will continue until the snow/ice event ends or the start of the normal weekday shifts start.

When Fleet is working 12 hour shifts all technicians must work their scheduled 12 hour shift in the Fleet department. The Superintendent of Fleet Maintenance will determine when 12 hour shifts are needed.

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Fleet Technicians will not be eligible for call outs for weather-related events outside of the Fleet Maintenance division. Fleet Technicians shall be eligible for on call pay as defined in Section 4.3.On-Call Pay.

Section 3.8. Rest Periods. Each employee shall be granted a thirty (30) minute rest period with pay. Employees may go to the restaurant nearest the job site to take their rest period or remain at the job site. Rest periods will be scheduled whenever practicable at the approximate mid-point in the employee's work shift. Exceptions to the above may be necessary due to the job assignment. Such exception may be granted by the respective Supervisor/Superintendent of the Division. Employees requiring the use of restroom facilities must use the nearest restroom facility to the job site. Employees shall not purchase any consumable items (i.e. drink, food, snack, smoking materials) while in attendance at restroom facilities.

Section 3.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 4 SUPPLEMENTAL PAY

Section 4.1. Report-In Pay. An employee called in to work or reporting to work at his or her normal starting time without having been notified not to report will receive a minimum of four (4) hours work at his or her straight time hourly rate of pay unless the lack of work is due to conditions beyond the control of the City. Notification on the previous workday shall be considered as notice to all employees on that shift, whether or not they work that day. Notification to the last address and/or telephone number on record in the Human Resources Department shall be deemed notification to the employee. Notification by local radio broadcast shall also be deemed notice to employees.

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Section 4.2. Call-Back Pay.

(a) An employee called back to work after having gone home shall receive a minimum of ~~four (4)~~ three (3) hours work and may be required to work the entire ~~four (4)~~ three (3) hours. An employee thus called back to work will receive one and one-half (1½) times his or her straight time hourly rate of pay for any hours worked outside his or her normal shift hours.

(b) The ~~four (4)~~ three (3) hour minimum provision of subsection (a) above shall not apply where an employee is called back to work and he or she:

(1) begins such call-back work less than ~~four (4)~~ three (3) hours prior to his or her normal shift hours; and

(2) works continuously until the beginning of his or her normal shift hours.

In such case an employee shall be compensated at the rate of one and one-half (1½) times his or her straight time hourly rate of pay for the hours actually worked outside his or her normal shift hours.

(c) Employees who are scheduled to work shall not receive call back~~in~~ pay. Notice of scheduled overtime shall be given to the Union at least twenty four (24) hours ~~as far~~ in advance as is reasonably practicable.

(d) Employees called back to work shall report to work within one (1) hour after the employee receives a call to report to work.

~~Section 4.3. On-Call Pay.~~

~~For weather-related events, employees may be placed on call during non-regular working hours based on classification(s) needed. The on-call status will initially be offered to the most senior employee qualified to do the work in the job classification in the division and continue down the seniority list. If additional employees are needed, in the City's discretion, the~~

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~~City will offer on-call status to the most senior employee qualified to do the work in other divisions. If there are not enough qualified employees who volunteer for the overtime work which, in the City's judgment is necessary, then the least senior employees in the job classification in the division originally offered the on call assignment who are qualified to do such work shall be required to work overtime starting with the least senior of such employees.~~

~~Employees will be placed on call for a twenty-four (24) hour period, but will not be forced to work more than sixteen (16) consecutive hours in their 24 hour on call period. Employees will not be eligible to be on call for two consecutive 24 hour periods (does not apply to Fleet Technicians.) Employees who are in on-call status are unavailable for other assignments.~~

~~Employees who are placed on-call and not called in shall be paid for two (2) hours of on-call pay at the employee's regular straight time rate of pay. On call time will not count as hours worked for purposes of determining overtime. Employees will be notified if they will be placed on call by the end of their regular shift the same day or by the end of their normal work week for a weekend or holiday shift. Employees who fail to report for an on call assignment are subject to progressive discipline. For snow and ice operations, Streets and Refuse will be considered a single division.~~

ARTICLE 5 HOLIDAYS

Section 5.1. Number of Holidays. The following days are Holidays:

New Year's Day	Veteran's Day
M.L. King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day

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Labor Day New Year's Eve (1/2 day afternoon)

Section 5.2. Holidays on Weekends. When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. For employees whose jobs involve around-the-clock shift, the actual day of the holiday shall be observed. On a workweek other than Monday through Friday, the City Manager shall designate the workday that shall be observed.

Section 5.3. Holiday on Scheduled Workday. Employees who are required to work on their observed holiday shall be paid for the time worked in accordance with the rules governing overtime. If staffing permits, Zookeepers will be encouraged and permitted to take another day off during a week that includes a single holiday.

Section 5.4. Eligibility for Holiday Pay. In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave on either or both of said days.

ARTICLE 6 SICK LEAVE

Sick Leave Base and Accrual. Employees will be eligible for sick leave for their injury or illness or the injury or illness of a spouse or child. Employees will also be eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. In the event an employee requests sick leave for a child that is between 19 and 26 years old the employee will need to provide a doctor's note to Human Resources stating the employee's need to be off work to care for the child. The doctor's note will be required for any duration of sick leave. In the event the employee does

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not provide a doctor's note, time will be submitted as vacation or PC in accordance with the department polices on scheduling. If such sick leave time is FMLA-eligible, the employee will be required to submit FMLA paperwork.

Sick leave shall run concurrently with the anniversary date of the employee and will be accrued ~~by new employees~~ at a rate of ~~two and one-half (2 1/2) days each month for his or her first twelve (12) months of employment, after which it shall accrue at a rate of~~ one (1) day (8 hours) each month up to a maximum of one hundred twenty (120) days.

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Accelerated Accrual. Whenever an employee depletes all but 80 hours of sick leave by reason of one serious health condition~~s~~, defined as an illness, injury, impairment or physical or mental condition involving inpatient care or continuing treatment by a health care provider, the employee, upon return to full-duty shall accrue sick leave at the rate of two and one-half (2 1/2) days per month until his or her sick leave returns to the level maintained before the serious health condition. Employees will be eligible for accelerated accrual only one time beginning August 12, 2013 through their career with the City. Employees requesting rapid accrual should do so in writing to the Human Resources Department upon their return to full duty.

Absence of More Than Three (3) Days. In order to be eligible to receive sick leave benefits as above specified, an employee returning to work must present to Human Resources a certificate from a physician that he or she personally treated said employee for the sickness and the employee was unable to perform the duties of his or her employment during the entire period of absence from work. In the case of an illness or disability of an employee's spouse or child which causes an absence by the employee of

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more than three (3) consecutive days, Human Resources will require a statement from a physician stating that he or she has treated the employee's spouse or child for the illness or disability which kept the employee from duty. The provisions of this paragraph shall not apply to an employee who is absent from work three (3) days or less unless sick leave abuse is suspected as detailed below. In all such cases where the employee is absent three (3) days or less, the Human Resources Director or other person designated by the Human Resources Director, shall investigate said absence to determine if the employee was unable to perform the duties of his or her employment. If the report shows that the employee was so incapacitated and if the report is approved by both the employee's Department Head and the Human Resources Director, then the employee shall be entitled to sick leave pay on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences. Some examples of sick leave abuse include:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.
4. repeated use of sick leave benefits as they are earned.
5. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

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The Human Resources Director may elect to have the employee submit to an examination by a physician designated by the City certifying the employee's ability to perform the duties of their position and/or the entitlement of sick leave benefits. The cost of the examination will be paid by the City of Bloomington. In said situation, reasonable travel time to and from the physician's office, reasonable waiting time, and duration of the exam will be paid at the employee's regular rate of pay, will not be counted as hours worked for purposes of overtime and will not be charged against the employee's personal leave time.

An employee taking sick leave shall notify his or her supervisor no later than one-half (1/2) hour before his or her scheduled starting time, informing the supervisor of his or her intent to take sick leave that day. If an employee fails to provide such notice they may be subject to discipline. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the City and may be granted with proper documentation.

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

Sick Leave Buy Back. All employees hired prior to May 1, 1997 who retire or leave the employment of the City under honorable circumstances, whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

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Hours	
Less than 400	0%
400-499	50%
500-599	55%
600-699	60%
700-799	65%
800-960	70%

All employees hired between May 1, 1997 and ~~thereafter~~,April 30, 2014, whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

Hours	
Less than 400 Hours	0%
Next 100 Hours (400-499)	50%
Next 100 Hours (500-599)	55%
Next 100 Hours (600-699)	60%
Next 100 Hours (700-799)	65%
Next 161 Hours (800-960)	70%

Employees hired on or after May 1, 2014 will be ineligible for Sick Leave Buy Back.

Sick Leave for Creditable Service. Employees who have accumulated the maximum sick leave accrual of one hundred twenty (120) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such

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additional accrual over one hundred twenty (120) days shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days is required to use sick leave which reduces the one hundred twenty (120) day amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days of sick leave.

ARTICLE 7 OTHER LEAVES OF ABSENCE

Section 7. 1. General Policy. The following types of leaves and no other are officially established: holidays, vacation, sick leave, personal convenience, wellness day, injury leave, military leave, civil leave and leave without pay. All leaves may be granted by the Department Head in conformance with the rules established for each type of leave and shall receive the approval of the Human Resources Director or City Manager, as specified. If an employee is in an unpaid status for thirty (30) days or more, he or she will not accrue any leave benefits. If an employee is in a no pay status, not covered under FMLA, their anniversary date will be adjusted by the number of days they were in the no pay status.

Section 7.2. Injury Leave.

a) Injury Leave. An employee's eligibility for payment of forty-five (45) days of injury leave will be dependent upon a determination of the State Industrial Commission, or by the applicable Court if an appeal is taken from the State Industrial Commission. Job injury time can be broken down into quarter hour increments in order to accommodate doctor visits, physical therapy appointments, etc. An employee gone an eight (8) hour

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workday will be charged eight (8) hours of job injury. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work. A payroll check will be issued to the employee for the TTD portion (not taxed) and any supplement. The employee's Workers Compensation Insurance TTD check will be deposited by the City.

(b) Use of Other Benefited Time. Once an employee has exhausted all available job injury time they will be given the following two options:

Option #1 The employee will use two (2) hours of sick time, vacation or PC and six (6) hours of no pay per work day. A payroll check will be issued for two (2) hours of pay at their regular rate, plus the amount of their TTD check. The employee's Workers Compensation Insurance TTD check will be deposited by the City. A payroll check will be issued to the employee with TTD portion of the check not taxed.

Option #2 The employee will receive their Workers Compensation TTD check and will be considered to be on no pay. If the period of no pay is more than thirty (30) days the employee will not accrue leave time. Benefits will be administered consistent with no pay and FMLA policies. Employees are encouraged to apply for disability under Illinois Municipal Retirement Fund (IMRF) to avoid breaks in the employees IMRF service credit.

FMLA will be administered consistent with the Employee Handbook. Family and Medical Leave Act (FMLA) will be recorded for all no pay hours. The employee will be allowed to change options one time with reasonable notice.

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(c) Contested Injuries. Charges shall be made against sick, vacation or PC leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, the first forty-five (45) days of sick leave, which should have been job injury, so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave.

(d) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a physician and a release to work shall be obtained.

If an employee is released to return to work on restricted duty and works less than an eight (8) hour day, they will be required to use the appropriate number of hours of job injury (if time available) or sick, vacation or PC leave in order to remain whole. For example: An employee works three (3) hours and is absent for five (5) hours. The employee will be charged five (5) hours of appropriate leave time. If the employee has exhausted all of their job injury time they may elect to use the no pay Option #2.

(e) Nothing in this document guarantees the eligibility of Workers Compensation TTD benefits or the eligibility for job injury leave.

Section 7.3. Restricted Duty Status.

When, at any time during a period of paid sick or injury leave, the employee is released to perform restricted duty work by his physician or other competent recognized medical authority, the City may assign the employee to any restricted duty work available provided that:

(1) every effort shall be made to provide such tasks within the bargaining unit;

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(2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;

(3) seniority shall continue to accrue during the period of such restricted duty;

(4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;

(5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

At the end of the five hundred twenty (520) hours worked (65 days), the restricted duty status shall be reviewed and the assignment may be renewed for one additional period of five hundred twenty (520) hours worked.

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment. Employees working first shift will not be required to work second or third shift.

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned

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with pay to other more suitable duties or if not available, shall not be permitted to work.

Section 7.~~34~~. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 7.~~4.~~5. Jury Leave. Any full-time employee who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of jury duty hours and of the amount of pay received thereof. If an employee serves on jury duty for six (6) hours or more per day they will not be required to return to work.

Section 7.~~5.~~6 Leave Without Pay. Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

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

(b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has

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expired. However, at the discretion of the Department Head, an employee can request to return to work prior to the expiration of the previously approved leave of absence. If leave was for a medical condition a medical release must be provided to Human Resources.

Section 7.~~6~~7. Bereavement Leave. Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances. In the administration of this Section, immediate family is defined as: mother, father (which includes step-parents or legal guardians); mother-in-law; father-in-law; husband; wife, sister, brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides).

An eligible employee shall be paid at his or her normal daily rate of pay for any day or days on which he or she is excused and but for such excuse he or she would have been scheduled to work. An otherwise eligible employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason.

A regular full-time employee shall be excused from work without loss of pay for such time as needed to serve as a pallbearer at the McLean County funeral of any retired or current City employee. This provision shall not apply to honorary pallbearers.

Section 7.~~7~~8. Physical Examination. The City may require an employee to undertake a physical examination by a City physician at the City's expense to determine whether he or she is fit to return to or continue work. If the City physician determines that the employee cannot perform the work

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as required, the employee may not continue or resume work but must, if eligible, take sick leave or injury leave, if either is pertinent. If the City physician certifies the employee is able to perform the duties of his or her employment, said certification shall constitute termination of any leave of absence for sickness or injury. If the Union feels the City physician was arbitrary, capricious or discriminatory in his or her determination, the Union may file a grievance at Step 2 of the grievance procedure.

Section 7. ~~8~~9. Leave of Absence to Accept Full-time Position With Union. In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 7.5 of this Agreement.

Section 7.~~9~~10 Personal Convenience Leave. Any employee covered by this Agreement will be granted sixteen (16) hours Personal Convenience Leave with pay each fiscal year (May 1-April 30). Such Personal Convenience Leave may be taken at the convenience of the employee subject to the discretion of the Department Head. Public Service employees shall take PC in two (2) hour increments (unless parties agree otherwise) and all other employees shall take PC in fifteen (15) minute increments. Personal Convenience Leave may not be accumulated from one fiscal year to another. New employees starting after May 1 will be granted 16 hours of Personal Convenience Leave.

Section 7.~~10~~11 Time Off for Union Activities. Employees shall be allowed time off without pay for Union and chapter meetings to the extent that there is no interference with City operations. Notice should be given to their supervisor twenty-four (24) hours in advance. The employee may utilize any available time (PC or vacation within department guidelines) in lieu of taking such time without pay.

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Section 7.1~~1~~2. Wellness Day. In the spirit of promoting wellness employees will be eligible for one day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at anytime during the next fiscal year with approval of their Department Head. A Wellness Day cannot be rolled over into future years and must be taken in a full day increment. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

ARTICLE 8 VACATION

Section 8.1. Length of Vacation. Permanent employees who have been employed by the City for a period of at least six (6) months shall be entitled to a vacation as follows:

Years of Continuous Service	Length of Vacation
6 months but less than 2 years	1 week
2 years but less than 8 years	2 weeks
8 years but less than 15 years	3 weeks
15 years but less than 20 years	4 weeks
20 years or more	5 weeks

Section 8.2. Eligibility. In order to be eligible for full vacation benefits, an employee must have worked a total of 1,040 hours during the twelve (12) calendar month period preceding his or her anniversary date of hire. Employees who fail to qualify because they have not worked the total of 1,040 hours during their anniversary year shall be paid vacation pay or allowed vacation time off on the basis of one-twelfth (1/12) of their total va-

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cation pay for each one hundred sixty-seven (167) hours worked during their anniversary year.

Vacation credits shall accrue to those employees who are on leave paid by the City (such as sick leave or injury leave but excluding disability leave).

Section 8.3. Vacation Pay. For each week of vacation, an employee shall be entitled to an allowance of forty (40) hours pay at his or her straight time hourly rate of pay.

Section 8.4. Vacation Scheduling.

(a) Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to the wishes of the employee in accordance with his relative length of continuous service. Employees may submit their first and second choices for their vacation period in writing to their supervisor at least thirty (30) days prior to the beginning of the fiscal year. If the orderly performance of the services provided by the City makes it necessary to limit the number of employees from taking vacation at a particular time, the employee with the greater seniority shall be given his choice of vacation period.

In accordance with the preceding paragraph, when the employer finds it necessary to limit the number of employees taking vacation at one time, the employer may:

(1) limit the number of crew members that may be on leave at any one time per shift; With the exception of the fleet division, night shift leaves shall not be included in day shift leave limits and vice-versa;

(2) limit the number of individuals per job classification within a division to be on leave at any one time;

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(3) any combination of the above limitations. The City will attempt to accommodate vacation requests where other crew members are on sick or job injury leaves.

(b) Employees choosing not to submit their vacation requests under (a) above may make their request at least one (1) full business day prior to the requested date. Such requests shall be granted on a first come first served basis and shall not take precedence over those requests made in (a) above and shall only be granted based on the operating needs of the appropriate division.

(c) Requests for vacation period changes by employees shall not be considered by the supervisor unless the employee desiring such a change has submitted his request for such change to the supervisor at least two (2) weeks in advance of the beginning of his previously approved vacation period.

Section 8.5. Vacation Accumulation. Normally, vacation shall be taken during the year allowed which is the twelve (12) months following the employee's anniversary date unless. Employees will be permitted to carry over up to twenty four (24) hours of vacation leave into the next anniversary year. ~~:~~

Employees requesting to carry over more than twenty four (24) hours, but no more than 50% of his/her annual vacation accrual, may do so under the following conditions:

(1) it is determined by the Department Head that, due to the limitations set forth in Section 8.4 Vacation Scheduling, an employee cannot be allowed his vacation time within the twelve (12) month period; ~~or~~ and

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(2) a written request, using the carry-over vacation form, has been submitted to and approved by the Department Head at least thirty (30) days before the end of the year in which the vacation is to be taken, citing circumstances and a desire by the employee to accumulate vacation time. ~~Such request must be approved by the Human Resources Director.~~

Section 8.6. Separation and Reinstatements. Employees who give reasonable notice of their intention to voluntarily resign and employees who are dismissed for incompetence or inefficiency are entitled to receive any vacation credit earned as of the date of resignation or dismissal. Any vacation credit earned by an employee who dies while still employed by the City shall be paid to the spouse or the estate of said employee. Any employee who is reinstated following separation or termination of employment shall be considered as a new employee for vacation purposes.

ARTICLE 9 WAGES

Section 9.1. Wages

Effective May 1, 201~~2~~4, the rates of pay for employees covered by this Agreement and on payroll upon ratification will be increased by ~~0~~2.25% over the previous salary. Wage tables incorporating longevity schedules are shown in Appendix E attached hereto.

Effective May 1, 201~~3~~5, the rates of pay for employees covered by this Agreement and on payroll upon ratification, will be increased by 2.25% over the previous salary. Said new rate of pay incorporating longevity

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schedules is shown in Appendix ~~G~~ Fattached hereto. ~~In addition, a one-time $500 lump sum bonus will be paid.~~

Effective May 1, 2016, the rates of pay for employees covered by this Agreement, will be increased by 2.25% over the previous salary. Said new rate of pay incorporating longevity schedules is shown in Appendix G attached hereto.

Section 9.2. Wage Schedule for Employees Hired After May 1, 1997. All employees hired after May 1, 1997 will receive the following schedule of pay:

80% of Base Rate at Entry
85% of Base Rate at 1-Year Anniversary
90% of Base Rate at 2-Year Anniversary
95% of Base Rate at 3-Year Anniversary
100% of Base Rate at 4-Year Anniversary

All employees hired after August 12, 2013 will be paid at the May 1, 2011, 90% of base with the applicable longevity at 5, 10, 15, 20, 25 and 30 years as outlined in Appendix F.

ARTICLE 10 SHIFT DIFFERENTIAL

A shift differential of thirty cents ($.~~3~~40) per hour will be paid for all hours worked by an employee when a majority of his or her regularly scheduled shift hours occur before 7:00 a.m. or after 3:00 p.m.

ARTICLE 11 GROUP INSURANCE PLAN

The City will provide at least one health plan. If more than one plan is offered, the City will provide for an annual period during which employees may choose to switch between health plans

The City agrees to pay seventy-five percent

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(75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

Dental Insurance The City will offer a group dental insurance plan. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent coverage.

Vision Insurance The City will offer a group vision insurance plan. The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.

Changes to Insurance In any year in which the total amount of medical, dental or vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Healthcare Plans.

~~The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance, Dental and Vision plan.~~ No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraph. ~~In the event of a National Healthcare Plan, the Union and the City agree to meet and discuss.~~

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Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act ("ACA") and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance, Dental and Vision plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes, or their substantial equivalents, are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation for any coverage options, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

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ARTICLE 12 SENIORITY

Section 12.1. Definition.

(a) For purposes of this Agreement and calculating longevity for vacations and supplements to wages given in consideration of length of employment, service date shall accrue from the last date of continuous hire of an employee, and shall include time worked as a part-time or seasonal employee (if hired prior to May 1, 2012) if, but only if:

(1) such employee is a member of the bargaining unit; and

(2) such employee's full-time employment with the City immediately followed his or her part-time or seasonal employment without interruption.

The Service Date for new employees hired after May 1, 2012 will accrue from the employees full-time date of hire with the City.

(b) For purposes of applying the seniority principle in Section 12.3 Seniority Principle of this Agreement and distributing overtime work under Section 3.6 Distribution of Overtime of this Agreement, seniority shall be based upon length of service in the bargaining unit.

Section 12.2. Probationary Period. Each employee shall be considered a probationary employee for his or her first forty-five (45) days of continuous service, except that for good cause, the probationary period may be extended not to exceed a total of ten (10) months to permit evaluation of ability to perform the work involved in all seasons, after which his or her seniority shall date back to his or her date of hire. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring

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during this period will extend probation by an amount of time equal to the amount of time loss.

Section 12.3. Seniority Principle. In all cases of promotions, demotions and layoffs when working forces are being decreased, and recalls when working forces are increased, seniority shall prevail unless a less senior employee has greater skills, abilities and qualifications to perform the work.

Section 12.4. Promotions and Job Vacancies. Whenever a permanent job vacancy develops or is expected to develop in one of the above seniority units, the job will be posted within five (5) business days whenever practical in a location designated by the City for five (5) business days, exclusive of Saturdays, Sundays, and Holidays, for a bid by an employee in the bargaining unit. A job description will be included with all job postings. Said vacancy shall be filled within one (1) month whenever practical. Screening and potential selection of applicants will commence initially in the department where the vacancy occurs and if a qualified applicant is not available within that department, screening and potential selection will be performed on applicants from within the remainder of the bargaining unit. If more than one (1) qualified employee bids for the vacancy, the City shall select the successful applicant in accordance with the seniority principles set forth in Section 12.3 Seniority Principle of this Article. Any employee who accepts a promotion within the bargaining unit in accordance with the provisions of this Section shall be on probation in such position for a period of forty-five (45) days except that for good cause, the probationary period may be extended not to exceed a total of ten (10) months to permit evaluation of ability to perform the work involved in all seasons. During the probationary period, if the employee fails to demonstrate his or her ability to per-

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form the work involved, he or she shall be transferred to the job classification from which he or she was promoted, displacing the employee, if any, who replaced him or her without loss of seniority. During the forty-five (45) day period, the employee may voluntarily return to the job classification from which he or she was promoted, displacing the employee, if any, who replaced him or her without loss of seniority. Any employee retransferred shall have the right to file a grievance challenging the City's evaluation and determination of his or her ability. Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job and where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no applicants during the period of posting or if none of the applicants has the ability to perform satisfactorily the work involved. Employees shall not be permitted to make more than one (1) successful bid in any three (3) month period.

An employee's bid is successful when:

a) The employee is awarded the job bid on and actually begins work in that job classification.
b) The employee begins work in the classification bid on but is returned to the previous classification for cause during the probationary period.
c) The employee begins work in the classification bid on, begins work in that classification, and then requests to return to the previous classification during the probationary period.

An employee's bid is not successful when:

a) The employee is not awarded the job bid on.

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b) An employee is awarded the job bid on, begins work in that classification, is then bumped back due to the previous employee returning to the position bid on.
c) An employee is awarded the position bid on, begins work in that classification, is then bumped back to the previous classification due to consolidation or elimination of jobs.

Section 12.5. Consolidation or Elimination of Jobs. Non-probationary employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailing or displacement of new equipment or machinery, the development of new facilities or for any other reason, shall be assigned to an opening or vacancy in an equal or lower rated job classification in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article. If no opening or vacancy exists, the affected employee shall have the right to displace an employee with less seniority in an equal or lower rated classification in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article.

Section 12.6. Layoff and Recall Procedure. In the event of a reduction in the working force of a job classification which is expected to last for more than one (1) week, employees shall be laid off in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

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Section 12.7. Welfare to Work. No AFSCME represented position will be displaced, laid off, hours reduced or otherwise reduced in pay as a result of any welfare to work initiative.

Section 12.8. Temporary Transfers. For the efficient and economical operation of the City, as qualified below, the City may transfer any employee temporarily from any classification to any other job classification to fill a temporary opening. Any employee who is temporarily transferred to another classification for less than four (4) hours shall receive the rate of pay for his or her classification. An employee who is temporarily transferred to another classification for four (4) or more hours shall receive the rate of pay for his or her classification or the classification to which he or she is temporarily transferred, whichever is higher. Pre-scheduled out-of-classification work expected to exceed four (4) hours will be subject to the seniority provisions of this Article. The City will not avoid elevation pay by changing employees in advance of the four hour threshold.

If an employee is assigned to the Drop Off Facility for the shift as a Truck Driver and is required to load his/her assigned truck with material for disposal the employee will receive elevation pay for two (2) hours as a Heavy Machine Operator. This will only apply if a Heavy Machine Operator is not assigned to the Drop Off Facility.

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Annually employees will be allowed to sign a form declining temporary elevation. Forms will be in effect from May 1 – April 30 of each year. In addition, throughout the year employees may request to sign the form declining temporary elevation. Any request submitted after May 1, will be reviewed on a case by case basis and if approved, will remain in effect for the remainder of the fiscal year. Employees who sign the form declining temporary elevation will not be able to revoke the decision and it will re-

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main in effect until April 30th. Employees will be ineligible for overtime that requires temporary elevation in the job classification the employee has declined work. This agreement does not affect their ability to bid on positions in job classifications where they have declined temporary elevation. However, this may reduce the employee's ability to develop the necessary knowledge, skills, and ability to perform work in future full-time vacancies.

Section 12.9. Non-application of Seniority Rights Within Classifications. Seniority does not give employees any preference for particular types of work within their job classification or to places of work, machines, or equipment.

Section 12.10. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

(a) quits; or

(b) is discharged; or

(c) is absent for three (3) consecutive days without notifying the City; or

(d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or

(e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or

(f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence.

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Service broken under this Section may be reestablished if the employee can show that extraordinary circumstances prevented his timely return.

Section 12.11. Seniority List. Once each six (6) months, the City will furnish the Union with an up-to-date seniority list.

Section 12.12. Training Opportunities.

(a) During each fiscal year, the City will schedule on-the-job training in higher rated job classifications. The City will notify the Union of such training opportunities. The training will be distributed among employees who indicate a desire to receive it, with rotation for such training starting with the most senior employee applying for such training. Trainers who shall be bargaining unit employees whenever possible providing training on off-duty hours will be compensated for their time as provided in this Agreement. Trainees will not be compensated for time spent training on off-duty hours. Whenever in the judgment of the supervisor it is necessary for safety or to insure effective training, a person qualified to operate equipment used in training will supervise the trainee. Hours spent training will not be subject to the provisions of Section 12.8 Temporary Transfers.

(b) The City will pay the entire cost of registration, tuition and books for any employee who voluntarily enrolls in and attends, while off duty, a course determined by the Department Head to be of value in qualifying such employee for a higher rated job.

Section 12.13 Fleet Management Technician Skill/Certification Based Pay.

All Fleet Management technicians shall be compensated $.10 per hour for each approved ASE and/or EVT certification.

Eligibility for Certification Pay

The technician shall provide documentation of passing scores for any certifications which they are requesting certification pay. The certification pay will become effective on the next pay period. The certification pay will not be retroactive back to the test date or certification date.

Disqualification for Certification Pay

If a certification expires the technician will no longer be eligible for the skill based pay.

Required Certification for Technicians

Technicians of the Fleet Management Division covered by this Agreement will have until December 31, 2008 to become certified in the following core areas ASE A4, Suspension and Steering, A5, Brakes, A6 & T6, Electrical/Electronic Systems, T4 Brakes, T5 Suspension and Steering. These minimum certifications must be maintained by the technicians at all times.

Technicians on payroll as of May 1, 2007 will be required to maintain a minimum of four (4) out of six (6) core certifications. The City will reimburse those technicians for the cost of passed core certifications. Existing Technicians that do not hold all six (6) core certifications will be ineligible for additional certification pay until all six (6) core certifications are obtained. Existing technicians that do not hold four (4) core certifications will be addressed at that time which may mean an extension or termination, depending on the circumstances.

All new technicians hired will be required to have all six (6) core certifications at time of hire or obtain by the end of their probationary period.

Testing

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Testing that is during a technician's time off will not be compensated. With advanced approval technicians will be allowed one day per year for ASE and/or EVT certification testing to have their shift assignments adjusted to accommodate a Technician's pre-scheduled testing date. Approval should be requested from the supervisor prior to registration. Technicians will schedule multiple tests on the same testing date whenever possible. If the reasonable travel time and testing is completed in less than eight (8) hours, the technician is required to report to work. If the reasonable travel time and testing exceeds eight (8) hours, the technician will be paid at their straight time hourly rate.

Cost of testing

Technician is responsible for the cost of the test, test supplies, training and reference materials. Section 12.12 Training Opportunities will not apply to this section on Skill/Certification Based Pay. Upon providing passing scores for any certification or recertification listed in this section, the City will reimburse the technician for the cost of the test.

Skill Based Call Outs

Effective as technicians become certified emergency call outs will be distributed on a qualified (skill based) call out procedure rather than a seniority procedure which does not always get the most qualified person out for the emergency.

Approved Test, ASE & EVT

	Automobile		**Medium/Heavy Duty Truck**
A1	Engine Repair	T1	Gasoline Engines
A2	Automatic Transmission/Transaxle	T2	Diesel Engines
A3	Manual Drive Train and Axles	T3	Drive Trains
A4	Suspension and Steering	T4	Brakes

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A5	Brakes	T5	Suspension & Steering
A6	Electrical/Electronic Systems	T6	Electrical/Electronic Systems
A7	Heating and Air Conditioning Air	T7	Heating, Ventilation & Conditioning
A8	Engine Performance	T8	Preventive Maintenance Inspections (PMI)

Additional ASE Approved Test

E1	Truck Equip: Install & Repair	E2	Truck Equip: Elect. Systems
E3	Truck Equip: Aux. Power Sys.	L1	Gasoline Engine Performance
L2	Diesel Engine Performance	X1	Exhaust Systems

EVT Emergency Vehicle Technician Approved Test

Fire Apparatus

F2	Fire Apparatus Design & Performance	F3	Fire Pumps & Accessories
F4	Fire Apparatus Electrical Systems	FA4	Advanced Electrical Systems
F5	Aerial Fire Apparatus	F6	Allison Auto Transmission
F8	Hydraulic Systems		

Ambulance

E1	Ambulance Design & Performance	E2	Ambulance Electrical System
E3	Ambulance Heating, A/C, & Ventilation	E4	Ambulance Body & Chassis

ARFF

A1	ARFF Vehicle Design & Performance	A2	ARFF Chassis & Component
A3	ARFF Extinguishment Systems		

Law Enforcement

L1	Law Enforcement Vehicle Installation

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During the term of this contract, if ASE or EVT develop additional certification test that the Fleet Management Department approve as certifications for the work done in the department the technicians will be notified.

ARTICLE 13 DISCIPLINE AND DISCHARGE

Section 13.1. Discipline. The employer shall not suspend, discharge or otherwise discipline any employee without just cause. Discipline shall be imposed as soon as possible after the employer becomes aware of the event or action giving rise to the discipline and has a reasonable period to investigate and consider the matter. In the event any disciplinary action or discharge is going to take place, the City will notify the employee one (1) hour in advance to allow him or her the opportunity to contact and have a Union representative present at the meeting. Counseling sessions may be noted in an employee's personnel file provided the employee is notified to that effect. Demotion shall be imposed only for failure or inability to perform the work in the employee's job classification.

Section 13.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension. ~~Grievances involving an employee's discharge, demotion or disciplinary suspension may be presented at Step 2 of the Grievance Procedure.~~ Employee suspensions will not be served until management's Step 2 grievance response is provided to the Union.

Section 13.3. Remedial Authority of Arbitrator in Disciplinary Cases. Should it be found that any employee has been unjustly disciplined, demoted or discharged, he or she shall be reinstated with seniority rights unimpaired and paid for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the em-

ployee was regularly earning from outside employment prior to the date of disciplinary action in question.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 14.1. Definition and Procedure. A grievance is a dispute or difference of opinion raised by one (1) or more employee against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

~~STEP 1: Any employee who has a grievance shall submit it in writing to his or her supervisor, who is designated for this purpose by the City. The supervisor shall give his or her written answer within five (5) business days after such presentation.~~

STEP ~~2~~1: ~~If the grievance is not settled in Step I and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within five (5) business days after the designated supervisor's answer in Step I and shall be signed by both the employee and the Union Steward. The Department Head, or his or her representative, shall discuss the grievance within five (5) business days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within five (5) business days following their meeting.~~ Any employee who has a grievance shall submit it in writing to his or her Department Head, or designee. The grievance shall be signed by both the employee and the steward. The Department Head, or designee, shall discuss the grievance within ten (10) business days with the Steward or his/her designee and the grievant(s) at a time mutually agreeable to the parties. The Department Head, or designee, shall give the City's written answer within ten (10) business days following the meeting. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to

treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

STEP ~~3~~2: If the grievance is not settled in Step ~~2~~1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ~~five (5)~~ ten (10) business days after receipt of the designated Department Head's answer in Step ~~2~~1. A meeting between the Human Resources Director, and/or his or her representative, and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or his or her representative, and the Union. If no settlement is reached, the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within ~~five (5)~~ fifteen (15) business days following the meeting. If the City does not provide its answer within fifteen (15) business days, the Union may elect to treat the grievance as denied at Step 2 and immediately appeal the grievance to arbitration.

This formal grievance process does not preclude an employee or the Union from attempting to resolve an issue or potential grievance informally with his or her immediate supervisor.

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Section 14.2. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Indiana or Wisconsin; both the City and the Union shall have the right to strike two (2) names from the panel. Each party retains the right to rejection in its entire-

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ty and request that a new panel be submitted. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and a place, subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Bloomington, Illinois (unless the parties mutually agree otherwise).

Section 14.3. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his or her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 14.4. Expenses of Arbitration. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

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Section 14.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth, it shall be considered "waived."

If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Mondays through Fridays inclusive when employees covered by this Agreement are scheduled to work.

Grievances may be withdrawn at any Step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limit will be treated as withdrawn grievances.

ARTICLE 15 NO STRIKE AND NO LOCKOUT

Section 15.1. No Strike. Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, picketing or any other intentional interruption of the operations of the City, regardless of the reason for

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so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 15.2. No Lockout. The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 16 GENERAL PROVISIONS

Section 16.1. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein without discrimination, interference, restraint or coercion.

Section 16.2. Union Activity. The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 16.3. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 16.4. Investigation and Discussion of Grievance. All grievances, discussions and investigations shall take place in a manner which will not interfere with the operation of the City. An outside Union representative shall be permitted to come on the premises of the City for the purpose of investigating and discussing grievances if he or she first obtains permission to do so from the Human Resources Director or his or her designated representatives provided that such permission shall not be unreasonably denied.

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Section 16.5. No Discrimination. Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of sex, race, age, color, religion, national origin or sexual orientation as provided by applicable law.

Section 16.6. Union Bulletin Boards. The City will make available one (1) bulletin board for posting of official Union notices. The Union will limit the posting of Union notices to such bulletin boards, provided that notices of an inflammatory or political nature shall not be posted.

Section 16.7. Uniforms. The City will pay $750.00 to employee (excluding the Zoo, Fleet Management and Police employees and Parks Security Officers) on the first payday in May for the purpose of purchasing uniforms. New employees in the bargaining unit will receive $750.00 if hired between May 1st and October 31st or $375.00 if hired between November 1st and April 30th. The City will provide t-shirts if required by the department. Employees should be clean and neat in appearance wearing clothes suitable for their work and properly attired for their respective work environment. Proper work attire includes long pants, ANSI Certified boots (75#) and outer garments should be of high visibility including, yellow, orange or lime green fluorescent. All attire shall be clean, with no holes, tears, etc. No slogans, profanity or gestures (or implied) advertisements of alcohol, tobacco or illegal substances will be allowed.

The current practice of providing uniforms and safety shoes for the Zoo and Police Department employees and Park Security Officers shall continue as described in Appendix B. Fleet Management employee uniforms and safety shoes are outlined in Appendix C.

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Section 16.8. Safety. In accordance with applicable law, the City will make reasonable provision for the safety of the employees covered by this Agreement.

Section 16.9. Tool Allowance. The tool allowance for Fleet Management Technicians shall be $900.00 per year effective May 1, 2007, payable to all non-probationary Fleet Management Technicians in the amount of $900.00 on the first payday in May. The tool allowance for Fleet Management Technician Laborers will be 50% of the tool allowance for Fleet Management Technicians. Employees are required to keep up to date tool inventories on record with the City for insurance purposes. Tool inventories must be updated prior to payment of the tool allowance.

Section 16.10. Use of Part-time, Seasonal and Non-Permanent Funded Job Training Participants. No part-time, seasonal or other classes of non-permanent employees will be assigned to do any work other than labor on any job at any municipal golf course which requires more than four (4) hours to complete.

Section 16.11. Residency Requirements. All employees must live within a fifteen (15.00) mile radius of the Intersection of Main and Route 9. If the 15.00 miles touches the city limits of any community, the entire city limits of that community are considered within the residency boundaries. Employees who currently live outside the residency boundaries will be allowed to remain, however if they move from their existing residence they will need to move within the residency boundaries. Existing agreements will be terminated and new agreements issued under the above terms.

Section 16.12. Personnel Files. The City shall keep a central personnel file for each employee. Employees wishing to review their personnel

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file shall make an appointment with the Human Resources Department to arrange a convenient time. No materials may be removed from the file.

Section 16.13. Drivers License. All employees bidding on a driving position must have an Illinois State Commercial Drivers license, Class “B” hereinafter referred to as the CDL. In order to accommodate our work-force, the City agrees to the following:

(1) Upon request, the City will schedule the use of City vehicles to allow employees to practice for the examination to acquire a State of Illinois CDL.

(2) The City will provide training materials to assist employees in obtaining a State of Illinois CDL.

The City agrees at the time of renewal of a CDL license to reimburse the employee the difference in cost of a CDL license and the cost of a regular drivers license.

Section 16.14. CDL Class A. If the City requests that an employee obtain a Class "A" CDL, the City will reimburse the employee the total fee required in obtaining and/or renewing this license. Such requests shall be made in seniority order. Any time a City employee utilizes the Class "A" license to pull or move a piece of City equipment, that employee shall receive a Two Dollar ($2.00) per hour bonus added to their base rate of pay for a minimum of two (2) hours.

Section 16.15. Effect of Failure to Secure CDL. The City agrees that after an employee has thrice failed to pass the State of Illinois tests required in obtaining a CDL, the employee shall be removed from the position requiring possession of a CDL according to the following procedure:

(a) The vacated position shall be advertised within Local #699 for bidding in accordance with this Agreement.

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(b) If the successful bidder's vacated position requires a CDL, that position shall be advertised within Local #699 for bidding in accordance with this Agreement. This procedure shall be repeated until a vacated position does not require a CDL, at which time the original employee not having a CDL will be required to fill the vacancy so created.

(c) If, in the future, the demoted employee obtains a CDL, and a vacancy occurs requiring a CDL, he shall have the same bidding rights as any other employee in accordance with this Agreement.

(d) If the employee is physically incapable of performing the duties of the last vacancy advertised or if there is not a vacancy requiring a CDL available, the employee will be placed on a layoff status. Said layoff status will be for a six (6) month duration, after which the employee shall be terminated. The vacant position created by the layoff will be filled in accordance with this contract. EXCEPTION: If, while on layoff status, the employee shall obtain a CDL, the layoff status shall be extended indefinitely and said employee will be called back for work when a vacancy exists.

Section 16.16. Disqualification Under the Act. An employee deemed disqualified under Title 49, U.S.C. Section 2707 and 2708 (The Commercial Motor Vehicle Safety Act) shall be placed on layoff status for the period of time the disqualification remains in effect.

Section 16.17. Drug Testing. ~~If during the term of this Agreement, the City can make a showing that significant situations exist within the bargaining unit involving on-duty alcohol or substance abuse, the City will have the right to negotiate with the Union on the implementation of a drug and alcohol testing program.~~ The parties agree that employees will be covered under the applicable Drug and Alcohol Policy and Procedure as it may exist from time to time.

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Section 16.18. Committee Appointments. The Union will make appointments to the Department Safety and Insurance Committees. The Department Head will determine the size of the Department Safety Committee. The Insurance Committee will include one appointment from Public Service, one appointment from Fleet Management and one from Parks & Recreation.

Section 16.19. Removal of Adverse Material. Any records of discipline may be used for a period of time not to exceed three (3) years from the issuance of discipline. After three (3) years the information shall remain in the employee's personnel file but shall become null and void. After this time the employee can request to have records removed from their personnel file.

Section 16.20. Paycheck Distribution. For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department.

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ARTICLE 17 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's rights to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to

relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 18 SAVINGS

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

ARTICLE 19 SUBCONTRACTING

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

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

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Section 12.3 Seniority Principle and Section 12.6 Layoff and Recall Procedure will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 20 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even

though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

The parties agree that during the term of this Agreement all sidebar agreements will be reviewed and all that are no longer applicable will be stricken.

ARTICLE 21 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, ~~2012~~ 2014 and shall remain in full force and effect until the 30th day of April,20~~14~~17. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of ~~September 2013~~June 2014.

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LOCAL 699, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO:

/s/_____

/s/_____

/s/_____

/s/_____

/s/_____

/s/_____

/s/_____

/s/_____

/s/_____

CITY OF BLOOMINGTON, ILLINOIS:

/s/_____

/s/_____

/s/_____

/s/_____

/s/_____

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Appendix A Seasonal Employees

It is the intent of the employer to only work a seasonal employee, doing bargaining unit work, up to ten (10) months in any calendar year. In those instances where employees are needed more than ten (10) months they shall be paid at the 80% probationary rate for a period not to exceed two (2) months. Seasonal employees who are paid at the probationary rate shall be terminated for at least three (3) months prior to being rehired as a seasonal employee, doing bargaining unit work. The Union shall be informed when any seasonal employee works more than ten (10) months.

Seasonal employees who work as laborers will not be scheduled to work more than ten (10) hours per day or more than forty (40) hours per week for the purpose of avoiding the payment of overtime to employees covered by this Agreement. Seasonal employees who are assigned work in a classification other than laborer shall not be scheduled to work more than eight (8) hours in any work day and shall not be scheduled or worked in a different classification for the purpose of avoiding the payment of overtime to employees covered by this Agreement. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 Representation and Bargaining Unit of this Agreement and are not covered by any of the provisions of this Agreement. The only exception to this rule is the seasonal Park Security personnel.

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Appendix B Uniforms

The City will reimburse Miller Park Zoo employees $200.00 per fiscal year and Police Department employees $100.00 per fiscal year for Safety Shoes (ANSI Certified #75) required in the course of their duties. The City agrees to replace such uniforms as it becomes worn out. Any employee seeking replacement of any part of a uniform shall present the worn out part to the supervisor. Worn out uniforms parts shall be returned to the employee after being marked for identification. Uniforms will be issued to the Miller Park Zoo and Police Department employees and the Park Security Officer as follows:

Miller Park Zoo

1 winter coat
1 light jacket
2 hooded sweatshirts
1 heavy sweatshirt
6 pair of work pants
6 work shirts long or short sleeved
4 polo shirts

Police Department Employees

1 heavy winter coat
1 pair coveralls
1 medium weight jacket
5 pair pants
5 winter shirts
5 summer shirts

Park Security Officer

1 winter jacket
1 winter sweater
2 turtleneck
1 spring/fall light weight jacket
4 pants
3 long sleeve winter shirts
3 short sleeve summer shirts

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Appendix C Uniforms - Fleet Management Technicians

The City of Bloomington will provide 100% cotton uniforms and uniform cleaning service for all Fleet Technicians.

The uniform service will provide short sleeved and long sleeved uniform shirts based on the seasons. The service will also provide pants. The uniform service will provide eleven (11) pairs of uniforms. It will be the employee's responsibility to ensure that the soiled uniforms are at the Fleet Management facility on the day of collection of the uniform service. The City will not be responsible for the cost incurred by the employee to launder uniforms which are not collected by the uniform service on the designated day for cleaning.

The above clothing will be the only clothing allowed to be worn while on duty. An employee not properly dressed will be required to clock out and change and clock back in.

The City will also provide the Fleet Management Technicians $250.00 annual allowance paid on the first payday in May. This allowance can be used for steel toe boot purchase, spring and or winter coats, sweatshirts and coveralls and etc.

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Appendix D Parking Maintenance Position

The parties agree that when Lee Otis Brewer vacates his position as Parking Maintenance Person, that this position will be eliminated. Any approved vacancy will be filled as a Laborer- Custodian.

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Appendix E MAY 1, 2014 – APRIL 30, 2015

CLASSIFICATION AND WAGE REPORTS

(Employees prior to August 12, 2013)

	80% OF BASE	85% OF BASE	90% OF BASE	95% OF BASE	100% OF BASE	5 YRS 5%	10 YRS 7%	15 YRS 9%	20 YRS 11%	25 YRS 13%	30 YRS 15%
ASST GRNSKEEP	$16.36	$16.36	$16.36	$16.36	$16.36	$17.18	$17.39	$17.83	$18.16	$18.49	$18.81
LABORER, CUSTODIAN	$20.62	$21.90	$23.19	$24.48	$25.77	$27.07	$27.58	$28.09	$28.61	$29.12	$29.64
LABORER , EQUP MTNCE	$20.62	$21.90	$23.19	$24.48	$25.77	$27.07	$27.58	$28.09	$28.61	$29.12	$29.64
LABORER, PARKS	$20.62	$21.90	$23.19	$24.48	$25.77	$27.07	$27.58	$28.09	$28.61	$29.12	$29.64
LABORER, REFUSE	$20.62	$21.90	$23.19	$24.48	$25.77	$27.07	$27.58	$28.09	$28.61	$29.12	$29.64
LABORER, S & S	$20.62	$21.90	$23.19	$24.48	$25.77	$27.07	$27.58	$28.09	$28.61	$29.12	$29.64
LABORER, PACE	$20.62	$21.90	$23.19	$24.48	$25.77	$27.07	$27.58	$28.09	$28.61	$29.12	$29.64
ZOOKEEPER	$21.00	$22.31	$23.62	$24.94	$26.25	$27.57	$28.09	$28.62	$29.14	$29.66	$30.19
TRUCK DRIVER, PARKS	$20.91	$22.22	$23.52	$24.84	$26.14	$27.44	$27.97	$28.50	$29.02	$29.54	$30.06
TRUCK DRIVER, REFUSE	$20.91	$22.22	$23.52	$24.84	$26.14	$27.44	$27.97	$28.50	$29.02	$29.54	$30.06
TRUCK DRIVER, S &S	$20.91	$22.22	$23.52	$24.84	$26.14	$27.44	$27.97	$28.50	$29.02	$29.54	$30.06
REFUSE TRUCK DR	$21.18	$22.48	$23.81	$25.13	$26.46	$27.78	$28.31	$28.83	$29.37	$29.90	$30.43
PARK SECURITY	$22.17	$23.55	$24.93	$26.31	$27.70	$29.09	$29.64	$30.19	$30.75	$31.30	$32.15
TRAF LINE PAINT	$22.61	$24.03	$25.44	$26.86	$28.26	$29.68	$30.25	$30.81	$31.37	$31.93	$32.51
CREW LEADER	$22.61	$24.03	$25.44	$26.86	$28.26	$29.68	$30.25	$30.81	$31.37	$31.93	$32.51
PARKING MAINT	$22.97	$24.40	$25.84	$27.26	$28.70	$30.14	$30.72	$31.29	$31.86	$32.43	$33.01
UTILITY WORKER	$23.31	$24.78	$26.23	$27.68	$29.14	$30.60	$31.19	$31.76	$32.34	$32.92	$33.51
GREENSKEEPER	$23.37	$24.84	$26.29	$27.75	$29.21	$30.68	$31.26	$31.84	$32.42	$33.01	$33.59
LT MACHINE OPR, PARKS	$23.37	$24.84	$26.29	$27.75	$29.21	$30.68	$31.26	$31.84	$32.42	$33.01	$33.59
LT MACHINE OPR, REFUSE	$23.37	$24.84	$26.29	$27.75	$29.21	$30.68	$31.26	$31.84	$32.42	$33.01	$33.59
LT MACHINE OPR, S & S	$23.37	$24.84	$26.29	$27.75	$29.21	$30.68	$31.26	$31.84	$32.42	$33.01	$33.59
FLEET TECH	$23.37	$24.84	$26.29	$27.75	$29.21	$30.68	$31.26	$31.84	$32.42	$33.01	$33.59
HVY MACHINE OPR, PKS	$24.12	$25.62	$27.14	$28.64	$30.15	$31.67	$32.26	$32.86	$33.47	$34.07	$34.68
HVY MACHINE OPR, REFUSE	$24.12	$25.62	$27.14	$28.64	$30.15	$31.67	$32.26	$32.86	$33.47	$34.07	$34.68
HVY MACHINE OPR, S & S	$24.12	$25.62	$27.14	$28.64	$30.15	$31.67	$32.26	$32.86	$33.47	$34.07	$34.68
HORTICULTURIST	$24.72	$26.27	$27.82	$29.37	$30.91	$32.45	$33.07	$33.70	$34.32	$34.93	$35.55
TURF SPECIALIST	$24.72	$26.27	$27.82	$29.37	$30.91	$32.45	$33.07	$33.70	$34.32	$34.93	$35.55
FORESTER	$24.91	$26.46	$28.03	$29.58	$31.14	$32.69	$33.31	$33.94	$34.55	$35.17	$35.81
APPRT FORESTER	$20.76	$22.06	$23.35	$24.65	$25.95	$27.24	$27.76	$28.28	$28.80	$29.32	$29.84
ASST FORESTER	$21.59	$22.94	$24.29	$25.64	$26.99	$28.33	$28.88	$29.42	$29.96	$30.49	$31.04
SR ZOOKEEPER	$22.22	$23.60	$24.99	$26.38	$27.76	$29.15	$29.70	$30.27	$30.82	$31.37	$31.92

*Probationary employees will receive 10 cents less than union scale

DRAFT

Appendix F MAY 1, 2014 – APRIL 30, 2015

CLASSIFICATION AND WAGE REPORTS

(Employees after August 12, 2013)

	BASE	5 YRS 5%	10 YRS 7%	15 YRS 9%	20 YRS 11%	25 YRS 13%	30 YRS 15%
ASST GRNSKEEP	$16.36	$17.18	$17.51	$17.83	$18.16	$18.49	$18.81
LABORER, CUSTODIAN	$22.74	$23.88	$24.34	$24.79	$25.25	$25.70	$26.15
LABORER , EQUP MTNCE	$22.74	$23.88	$24.34	$24.79	$25.25	$25.70	$26.15
LABORER, PARKS	$22.74	$23.88	$24.34	$24.79	$25.25	$25.70	$26.15
LABORER, REFUSE	$22.74	$23.88	$24.34	$24.79	$25.25	$25.70	$26.15
LABORER, STREETS & SEWERS	$22.74	$23.88	$24.34	$24.79	$25.25	$25.70	$26.15
LABORER, PACE	$22.74	$23.88	$24.34	$24.79	$25.25	$25.70	$26.15
ZOOKEEPER	$16.85	$17.69	$18.03	$18.37	$18.70	$19.04	$19.38
TRUCK DRIVER, PARKS	$23.06	$24.21	$24.67	$25.13	$25.59	$26.06	$26.52
TRUCK DRIVER, REFUSE	$23.06	$24.21	$24.67	$25.13	$25.59	$26.06	$26.52
TRUCK DRIVER, ST & SEWERS	$23.06	$24.21	$24.67	$25.13	$25.59	$26.06	$26.52
REFUSE TRUCK DR	$23.34	$24.51	$24.98	$25.45	$25.91	$26.38	$26.85
PARK SECURITY	$24.44	$25.66	$26.16	$26.65	$27.13	$27.62	$28.11
TRAF LINE PAINT	$24.94	$26.19	$26.69	$27.19	$27.68	$28.18	$28.68
CREW LEADER	$24.94	$26.19	$26.69	$27.19	$27.68	$28.18	$28.68
PARKING MAINT	$25.33	$26.60	$27.10	$27.61	$28.11	$28.62	$29.12
UTILITY WORKER	$25.72	$26.99	$27.52	$28.03	$28.54	$29.05	$29.57
GREENSKEEPER	$25.78	$27.07	$27.58	$28.10	$28.61	$29.13	$29.64
LT MACHINE OPR, PARKS	$25.78	$27.07	$27.58	$28.10	$28.61	$29.13	$29.64
LT MACHINE OPR, REFUSE	$25.78	$27.07	$27.58	$28.10	$28.61	$29.13	$29.64
LT MACHINE OPR, S & S	$25.78	$27.07	$27.58	$28.10	$28.61	$29.13	$29.64
FLEET TECH	$25.78	$27.07	$27.58	$28.10	$28.61	$29.13	$29.64
HVY MACHINE OPR, PKS	$26.61	$27.93	$28.47	$29.00	$29.53	$30.06	$30.59
HVY MACHINE OPR, REFUSE	$26.61	$27.93	$28.47	$29.00	$29.53	$30.06	$30.59
HVY MACHINE OPR, S & S	$26.61	$27.93	$28.47	$29.00	$29.53	$30.06	$30.59
HORTICULTURIST	$27.28	$28.64	$29.18	$29.73	$30.28	$30.82	$31.37
TURF SPECIALIST	$27.28	$28.64	$29.18	$29.73	$30.28	$30.82	$31.37
FORESTER	$27.47	$28.84	$29.40	$29.94	$30.49	$31.04	$31.59
APPRT FORESTER	$22.89	$24.04	$24.50	$24.96	$25.42	$25.87	$26.33
ASST FORESTER	$23.81	$25.01	$25.48	$25.96	$26.43	$26.91	$27.39
SR ZOOKEEPER	$24.50	$25.73	$26.22	$26.70	$27.19	$27.68	$28.17

*Probationary employees will receive 10 cents less than union scale

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Appendix F MAY 1, 2015 – APRIL 30, 2016

CLASSIFICATION AND WAGE REPORTS

(Employees prior to August 12, 2013)

	80% OF BASE	85% OF BASE	90% OF BASE	95% OF BASE	100% OF BASE	5 YRS 5%	10 YRS 7%	15 YRS 9%	20 YRS 11%	25 YRS 13%	30 YRS 15%
ASST GRNSKEEP	$16.73	$16.73	$16.73	$16.73	$16.73	$17.57	$17.78	$18.23	$18.57	$18.91	$19.23
LABORER, CUSTODIAN	$21.08	$22.39	$23.71	$25.03	$26.35	$27.68	$28.20	$28.72	$29.25	$29.78	$30.31
LABORER , EQUP MTNCE	$21.08	$22.39	$23.71	$25.03	$26.35	$27.68	$28.20	$28.72	$29.25	$29.78	$30.31
LABORER, PARKS	$21.08	$22.39	$23.71	$25.03	$26.35	$27.68	$28.20	$28.72	$29.25	$29.78	$30.31
LABORER, REFUSE	$21.08	$22.39	$23.71	$25.03	$26.35	$27.68	$28.20	$28.72	$29.25	$29.78	$30.31
LABORER, S & S	$21.08	$22.39	$23.71	$25.03	$26.35	$27.68	$28.20	$28.72	$29.25	$29.78	$30.31
LABORER, PACE	$21.08	$22.39	$23.71	$25.03	$26.35	$27.68	$28.20	$28.72	$29.25	$29.78	$30.31
ZOOKEEPER	$21.47	$22.81	$24.15	$25.50	$26.84	$28.19	$28.72	$29.26	$29.80	$30.33	$30.87
TRUCK DRIVER, PARKS	$21.38	$22.72	$24.05	$25.40	$26.73	$28.06	$28.60	$29.14	$29.67	$30.20	$30.74
TRUCK DRIVER, REFUSE	$21.38	$22.72	$24.05	$25.40	$26.73	$28.06	$28.60	$29.14	$29.67	$30.20	$30.74
TRUCK DRIVER, S & S	$21.38	$22.72	$24.05	$25.40	$26.73	$28.06	$28.60	$29.14	$29.67	$30.20	$30.74
REFUSE TRUCK DR	$21.66	$22.99	$24.35	$25.70	$27.06	$28.41	$28.95	$29.48	$30.03	$30.57	$31.11
PARK SECURITY	$22.67	$24.08	$25.49	$26.90	$28.32	$29.74	$30.31	$30.87	$31.44	$32.00	$32.57
TRAF LINE PAINT	$23.12	$24.57	$26.01	$27.46	$28.90	$30.35	$30.93	$31.50	$32.08	$32.65	$33.24
CREW LEADER	$23.12	$24.57	$26.01	$27.46	$28.90	$30.35	$30.93	$31.50	$32.08	$32.65	$33.24
PARKING MAINT	$23.49	$24.95	$26.42	$27.87	$29.35	$30.82	$31.41	$31.99	$32.58	$33.16	$33.75
UTILITY WORKER	$23.83	$25.34	$26.82	$28.30	$29.80	$31.29	$31.89	$32.47	$33.07	$33.66	$34.26
GREENSKEEPER	$23.90	$25.40	$26.88	$28.37	$29.87	$31.37	$31.96	$32.56	$33.15	$33.75	$34.35
ASST GRNSKEEP	$16.73	$16.73	$16.73	$16.73	$16.73	$17.57	$17.78	$18.23	$18.57	$18.91	$19.23
LT MACHINE OPR, PARKS	$23.90	$25.40	$26.88	$28.37	$29.87	$31.37	$31.96	$32.56	$33.15	$33.75	$34.35
LT MACHINE OPR, REFUSE	$23.90	$25.40	$26.88	$28.37	$29.87	$31.37	$31.96	$32.56	$33.15	$33.75	$34.35
LT MACHINE OPR, S & S	$23.90	$25.40	$26.88	$28.37	$29.87	$31.37	$31.96	$32.56	$33.15	$33.75	$34.35
FLEET TECH	$23.90	$25.40	$26.88	$28.37	$29.87	$31.37	$31.96	$32.56	$33.15	$33.75	$34.35
HVY MACHINE OPR, PKS	$24.66	$26.20	$27.75	$29.28	$30.83	$32.38	$32.99	$33.60	$34.22	$34.84	$35.46
HVY MACHINE OPR, REFUSE	$24.66	$26.20	$27.75	$29.28	$30.83	$32.38	$32.99	$33.60	$34.22	$34.84	$35.46
HVY MACHINE OPR, S & S	$24.66	$26.20	$27.75	$29.28	$30.83	$32.38	$32.99	$33.60	$34.22	$34.84	$35.46
HORTICULTURIST	$25.28	$26.86	$28.45	$30.03	$31.61	$33.18	$33.81	$34.46	$35.09	$35.72	$36.35
TURF SPECIALIST	$25.28	$26.86	$28.45	$30.03	$31.61	$33.18	$33.81	$34.46	$35.09	$35.72	$36.35
FORESTER	$25.47	$27.06	$28.66	$30.25	$31.84	$33.43	$34.06	$34.70	$35.33	$35.96	$36.62
APPRT FORESTER	$21.23	$22.56	$23.88	$25.20	$26.53	$27.85	$28.38	$28.92	$29.45	$29.98	$30.51
ASST FORESTER	$22.08	$23.46	$24.84	$26.22	$27.60	$28.97	$29.53	$30.08	$30.63	$31.18	$31.74
SR ZOOKEEPER	$22.72	$24.13	$25.55	$26.97	$28.38	$29.81	$30.37	$30.95	$31.51	$32.08	$32.64

*Probationary employees will receive 10 cents less than union scale

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Appendix F MAY 1, 2015 – APRIL 30, 2016

CLASSIFICATION AND WAGE REPORTS

(Employees after August 12, 2013)

		5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	**5%**	**7%**	**9%**	**11%**	**13%**	**15%**
ASST GRNSKEEP	$16.73	$17.57	$17.90	$18.23	$18.57	$18.91	$19.23
LABORER, CUSTODIAN	$23.25	$24.42	$24.89	$25.35	$25.82	$26.28	$26.74
LABORER , EQUP MTNCE	$23.25	$24.42	$24.89	$25.35	$25.82	$26.28	$26.74
LABORER, PARKS	$23.25	$24.42	$24.89	$25.35	$25.82	$26.28	$26.74
LABORER, REFUSE	$23.25	$24.42	$24.89	$25.35	$25.82	$26.28	$26.74
LABORER, STREETS & SEWERS	$23.25	$24.42	$24.89	$25.35	$25.82	$26.28	$26.74
LABORER, PACE	$23.25	$24.42	$24.89	$25.35	$25.82	$26.28	$26.74
ZOOKEEPER	$17.23	$18.09	$18.44	$18.78	$19.12	$19.47	$19.82
TRUCK DRIVER, PARKS	$23.58	$24.75	$25.23	$25.70	$26.17	$26.65	$27.12
TRUCK DRIVER, REFUSE	$23.58	$24.75	$25.23	$25.70	$26.17	$26.65	$27.12
TRUCK DRIVER, ST & SEWERS	$23.58	$24.75	$25.23	$25.70	$26.17	$26.65	$27.12
REFUSE TRUCK DR	$23.87	$25.06	$25.54	$26.02	$26.49	$26.97	$27.45
PARK SECURITY	$24.99	$26.24	$26.75	$27.25	$27.74	$28.24	$28.74
TRAF LINE PAINT	$25.50	$26.78	$27.29	$27.80	$28.30	$28.81	$29.33
CREW LEADER	$25.50	$26.78	$27.29	$27.80	$28.30	$28.81	$29.33
PARKING MAINT	$25.90	$27.20	$27.71	$28.23	$28.74	$29.26	$29.78
UTILITY WORKER	$26.30	$27.60	$28.14	$28.66	$29.18	$29.70	$30.24
GREENSKEEPER	$26.36	$27.68	$28.20	$28.73	$29.25	$29.79	$30.31
LT MACHINE OPR, PARKS	$26.36	$27.68	$28.20	$28.73	$29.25	$29.79	$30.31
LT MACHINE OPR, REFUSE	$26.36	$27.68	$28.20	$28.73	$29.25	$29.79	$30.31
LT MACHINE OPR, S & S	$26.36	$27.68	$28.20	$28.73	$29.25	$29.79	$30.31
FLEET TECH	$26.36	$27.68	$28.20	$28.73	$29.25	$29.79	$30.31
HVY MACHINE OPR, PKS	$27.21	$28.56	$29.11	$29.65	$30.19	$30.74	$31.28
HVY MACHINE OPR, REFUSE	$27.21	$28.56	$29.11	$29.65	$30.19	$30.74	$31.28
HVY MACHINE OPR, S & S	$27.21	$28.56	$29.11	$29.65	$30.19	$30.74	$31.28
HORTICULTURIST	$27.89	$29.28	$29.84	$30.40	$30.96	$31.51	$32.08
TURF SPECIALIST	$27.89	$29.28	$29.84	$30.40	$30.96	$31.51	$32.08
FORESTER	$28.09	$29.49	$30.06	$30.61	$31.18	$31.74	$32.30
APPRT FORESTER	$23.41	$24.58	$25.05	$25.52	$25.99	$26.45	$26.92
ASST FORESTER	$24.35	$25.57	$26.05	$26.54	$27.02	$27.52	$28.01
SR ZOOKEEPER	$25.05	$26.31	$26.81	$27.30	$27.80	$28.30	$28.80

*Probationary employees will receive 10 cents less than union scale

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Appendix G MAY 1, 2016 – APRIL 30, 2017

CLASSIFICATION AND WAGE REPORTS

(Employees prior to August 12, 2013)

	80% OF BASE	85% OF BASE	90% OF BASE	95% OF BASE	100% OF BASE	5 YRS 5%	10 YRS 7%	15 YRS 9%	20 YRS 11%	25 YRS 13%	30 YRS 15%
ASST GRNSKEEP	$17.11	$17.11	$17.11	$17.11	$17.11	$17.97	$18.18	$18.64	$18.99	$19.34	$19.66
LABORER, CUSTODIAN	$21.55	$22.89	$24.24	$25.59	$26.94	$28.30	$28.83	$29.37	$29.91	$30.45	$30.99
LABORER , EQUP MTNCE	$21.55	$22.89	$24.24	$25.59	$26.94	$28.30	$28.83	$29.37	$29.91	$30.45	$30.99
LABORER, PARKS	$21.55	$22.89	$24.24	$25.59	$26.94	$28.30	$28.83	$29.37	$29.91	$30.45	$30.99
LABORER, REFUSE	$21.55	$22.89	$24.24	$25.59	$26.94	$28.30	$28.83	$29.37	$29.91	$30.45	$30.99
LABORER, STREETS & SEWERS	$21.55	$22.89	$24.24	$25.59	$26.94	$28.30	$28.83	$29.37	$29.91	$30.45	$30.99
LABORER, PACE	$21.55	$22.89	$24.24	$25.59	$26.94	$28.30	$28.83	$29.37	$29.91	$30.45	$30.99
ZOOKEEPER	$21.95	$23.32	$24.69	$26.07	$27.44	$28.82	$29.37	$29.92	$30.47	$31.01	$31.56
TRUCK DRIVER, PARKS	$21.86	$23.23	$24.59	$25.97	$27.33	$28.69	$29.24	$29.80	$30.34	$30.88	$31.43
TRUCK DRIVER, REFUSE	$21.86	$23.23	$24.59	$25.97	$27.33	$28.69	$29.24	$29.80	$30.34	$30.88	$31.43
TRUCK DRIVER, ST & SEWERS	$21.86	$23.23	$24.59	$25.97	$27.33	$28.69	$29.24	$29.80	$30.34	$30.88	$31.43
REFUSE TRUCK DR	$22.15	$23.51	$24.90	$26.28	$27.67	$29.05	$29.60	$30.14	$30.71	$31.26	$31.81
PARK SECURITY	$23.18	$24.62	$26.06	$27.51	$28.96	$30.41	$30.99	$31.56	$32.15	$32.72	$33.30
TRAF LINE PAINT	$23.64	$25.12	$26.60	$28.08	$29.55	$31.03	$31.63	$32.21	$32.80	$33.38	$33.99
CREW LEADER	$23.64	$25.12	$26.60	$28.08	$29.55	$31.03	$31.63	$32.21	$32.80	$33.38	$33.99
PARKING MAINT	$24.02	$25.51	$27.01	$28.50	$30.01	$31.51	$32.12	$32.71	$33.31	$33.91	$34.51
UTILITY WORKER	$24.37	$25.91	$27.42	$28.94	$30.47	$31.99	$32.61	$33.20	$33.81	$34.42	$35.03
GREENSKEEPER	$24.44	$25.97	$27.48	$29.01	$30.54	$32.08	$32.68	$33.29	$33.90	$34.51	$35.12
LT MACHINE OPR, PARKS	$24.44	$25.97	$27.48	$29.01	$30.54	$32.08	$32.68	$33.29	$33.90	$34.51	$35.12
LT MACHINE OPR, REFUSE	$24.44	$25.97	$27.48	$29.01	$30.54	$32.08	$32.68	$33.29	$33.90	$34.51	$35.12
LT MACHINE OPR, S & S	$24.44	$25.97	$27.48	$29.01	$30.54	$32.08	$32.68	$33.29	$33.90	$34.51	$35.12
FLEET TECH	$24.44	$25.97	$27.48	$29.01	$30.54	$32.08	$32.68	$33.29	$33.90	$34.51	$35.12
HVY MACHINE OPR, PKS	$25.21	$26.79	$28.37	$29.94	$31.52	$33.11	$33.73	$34.36	$34.99	$35.62	$36.26
HVY MACHINE OPR, REFUSE	$25.21	$26.79	$28.37	$29.94	$31.52	$33.11	$33.73	$34.36	$34.99	$35.62	$36.26
HVY MACHINE OPR, S & S	$25.21	$26.79	$28.37	$29.94	$31.52	$33.11	$33.73	$34.36	$34.99	$35.62	$36.26
HORTICULTURIST	$25.85	$27.46	$29.09	$30.71	$32.32	$33.93	$34.57	$35.24	$35.88	$36.52	$37.17
TURF SPECIALIST	$25.85	$27.46	$29.09	$30.71	$32.32	$33.93	$34.57	$35.24	$35.88	$36.52	$37.17
FORESTER	$26.04	$27.67	$29.30	$30.93	$32.56	$34.18	$34.83	$35.48	$36.12	$36.77	$37.44
APPRT FORESTER	$21.71	$23.07	$24.42	$25.77	$27.13	$28.48	$29.02	$29.57	$30.11	$30.65	$31.20
ASST FORESTER	$22.58	$23.99	$25.40	$26.81	$28.22	$29.62	$30.19	$30.76	$31.32	$31.88	$32.45
SR ZOOKEEPER	$23.23	$24.67	$26.12	$27.58	$29.02	$30.48	$31.05	$31.65	$32.22	$32.80	$33.37

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*Probationary employees will receive 10 cents less than union scale

Appendix G MAY 1, 2016 – APRIL 30, 2017

CLASSIFICATION AND WAGE REPORTS

(Employees after August 12, 2013)

	BASE	5 YRS 5%	10 YRS 7%	15 YRS 9%	20 YRS 11%	25 YRS 13%	30 YRS 15%
ASST GRNSKEEP	$17.11	$17.97	$18.30	$18.64	$18.99	$19.34	$19.66
LABORER, CUSTODIAN	$23.77	$24.97	$25.45	$25.92	$26.40	$26.87	$27.34
LABORER , EQUP MTNCE	$23.77	$24.97	$25.45	$25.92	$26.40	$26.87	$27.34
LABORER, PARKS	$23.77	$24.97	$25.45	$25.92	$26.40	$26.87	$27.34
LABORER, REFUSE	$23.77	$24.97	$25.45	$25.92	$26.40	$26.87	$27.34
LABORER, STREETS & SEWERS	$23.77	$24.97	$25.45	$25.92	$26.40	$26.87	$27.34
LABORER, PACE	$23.77	$24.97	$25.45	$25.92	$26.40	$26.87	$27.34
ZOOKEEPER	$17.62	$18.50	$18.85	$19.20	$19.55	$19.91	$20.27
TRUCK DRIVER, PARKS	$24.11	$25.31	$25.80	$26.28	$26.76	$27.25	$27.73
TRUCK DRIVER, REFUSE	$24.11	$25.31	$25.80	$26.28	$26.76	$27.25	$27.73
TRUCK DRIVER, ST & SEWERS	$24.11	$25.31	$25.80	$26.28	$26.76	$27.25	$27.73
REFUSE TRUCK DR	$24.41	$25.62	$26.11	$26.61	$27.09	$27.58	$28.07
PARK SECURITY	$25.55	$26.83	$27.35	$27.86	$28.36	$28.88	$29.39
TRAF LINE PAINT	$26.07	$27.38	$27.90	$28.43	$28.94	$29.46	$29.99
CREW LEADER	$26.07	$27.38	$27.90	$28.43	$28.94	$29.46	$29.99
PARKING MAINT	$26.48	$27.81	$28.33	$28.87	$29.39	$29.92	$30.45
UTILITY WORKER	$26.89	$28.22	$28.77	$29.30	$29.84	$30.37	$30.92
GREENSKEEPER	$26.95	$28.30	$28.83	$29.38	$29.91	$30.46	$30.99
LT MACHINE OPR, PARKS	$26.95	$28.30	$28.83	$29.38	$29.91	$30.46	$30.99
LT MACHINE OPR, REFUSE	$26.95	$28.30	$28.83	$29.38	$29.91	$30.46	$30.99
LT MACHINE OPR, S & S	$26.95	$28.30	$28.83	$29.38	$29.91	$30.46	$30.99
FLEET TECH	$26.95	$28.30	$28.83	$29.38	$29.91	$30.46	$30.99
HVY MACHINE OPR, PKS	$27.82	$29.20	$29.77	$30.32	$30.87	$31.43	$31.98
HVY MACHINE OPR, REFUSE	$27.82	$29.20	$29.77	$30.32	$30.87	$31.43	$31.98
HVY MACHINE OPR, S & S	$27.82	$29.20	$29.77	$30.32	$30.87	$31.43	$31.98
HORTICULTURIST	$28.52	$29.94	$30.51	$31.08	$31.66	$32.22	$32.80
TURF SPECIALIST	$28.52	$29.94	$30.51	$31.08	$31.66	$32.22	$32.80
FORESTER	$28.72	$30.15	$30.74	$31.30	$31.88	$32.45	$33.03
APPRT FORESTER	$23.94	$25.13	$25.61	$26.09	$26.57	$27.05	$27.53
ASST FORESTER	$24.90	$26.15	$26.64	$27.14	$27.63	$28.14	$28.64
SR ZOOKEEPER	$25.61	$26.90	$27.41	$27.91	$28.43	$28.94	$29.45

*Probationary employees will receive 10 cents less than union scale

DRAFT

DRAFT

FOR COUNCIL: July 28, 2014

SUBJECT: Regional Planning Services Agreement with the McLean County Regional Planning Commission (MCRPC)

RECOMMENDATION/MOTION: That the Agreement with the MCRPC be approved, in the amount of $55,457, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The MCRPC has been providing long term planning for the City, Town of Normal and McLean County for many years. Their functions include such things as long range transportation needs, comprehensive plans, public mapping services, etc. The three (3) government entities as well as state and federal grants provide the operational funding for the MCRPC.

Over the past several years, the City has seen its contribution to the MCRPC fluctuate, which has included two (2) past fiscal years, (2009 and 2010), where no payment was required (the Commission used some of its reserves to lessen the financial burden of the City, Town and County in the slow economy). For FY 2014, the MCRPC set the City's contribution at $55,457.

Fiscal Year	**City Contribution**
FY 2009	$0
FY 2010	$0
FY 2011	$23,023
FY 2012	$24,244
FY 2013	$23,239
FY 2014	$27,868
FY 2015	**$55,457**

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The FY 2015 Budget appropriated $55,457 in the Planning Division of the PACE Department account item 10015420 - 75025. Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 299.

Respectfully submitted for Council consideration.

Prepared by: Nancy Tague, Office Manager - PACE

Reviewed by: Frank Koehler, Interim Director - PACE

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Agreement
Attachment 2. Invoice

Motion: That the Agreement with the MCRPC for the Regional Planning Services Agreement be approved, in the amount of $55,457, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2014, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2015.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.

2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).

3. Coordinate the development and management of the regional geographic information system (GIS) as per separate intergovernmental agreement.

4. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.

5. Provide assistance in the preparation of applications for Federal or State funding as needed.

6. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.

7. Provide technical assistance as needed and requested in matters of long range planning and development.

8. Gather the necessary information as set forth above, provide evaluation of same, and use same to draft the City's comprehensive long range plan.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in “B” above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FIVE THOUSAND FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS ($55,457.00) for deposit in the accounts of the Commission upon the City's receipt of an invoice for said amount.

_____	_____
Mayor - City of Bloomington	City Clerk - City of Bloomington Date
_____	_____
Chairman McLean County Regional Planning Commission	Executive Director Date McLean County Regional Planning Commission

McLean County Regional Planning Commission

INVOICE

Please make your check payable to McLean County Regional Planning Commission, and *please include a copy of this form with payment*. Thank you for your attention to this matter.

To City of Bloomington

Invoice No. fy2015blm
Date July 1, 2014
Amount Due $55,457.00

Description of Services Regional Service Agreement

Terms Net
Due date Upon receipt

115 E. Washington
M103
Bloomington, IL 61701
P: 309/ 828-4331
F: 309/ 827-4773
W: www.mcplan.org

FOR COUNCIL: July 28, 2014

SUBJECT: Request to Approve a Budget Amendment to Account 10016110 - 70425 in the General Fund and Approve Lease Agreement for 104 - 106 E. Oakland Ave., the former Connect Transit Bus Storage Depot, a/k/a the Bus Barn

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Account 10016110 - 70425 in the General Fund be passed, the lease agreement with Connect Transit be approved, in the amount of $5,226.54 per month ($62,718.50 per year) for three (3) years, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City began using Connect Transit's former Bus Barn, in fall 2012 as a

result of two (2) unrelated developments. First, Connect Transit, (formerly the Bloomington-Normal Public Transit System), had opened a new facility and no longer used the site. Second, the City had taken two (2) small storage properties out of service because the buildings were too dilapidated and needed interior and outdoor storage. Connect graciously allowed the City to use the Bus Barn, located directly south of Public Works' facilities, at no cost other than insurance. This agreement for free use of the facility was always meant as a temporary arrangement; it never was stated or inferred to be permanent.

The space has proven valuable as a staging area for the rollout of new refuse toters and, before that, new recycling toters. It allows the City to stage a quick response to snow and ice events. It also answers Public Works storage needs in the short term.

Connect wants to move forward with the lease or sale of this property either to the City or some other interested party. City administration considered purchase or lease-to-own but believed a standard lease for $62,178.50 for three (3) years best served the City's interests. Agreeing to the three (3) year lease does not preclude a lease extension or property purchase. Public Works has a pressing need for this space, and staff believes the terms of the proposed lease are reasonable.

Need: Without the Bus Barn, the City would either have to build, buy or lease other space or reduce its level of responsiveness to snow/ice events. This reduced level of safety and reduced level of service during snow and ice events would be contrary to the public interest and would be highly unpopular among the general public.

Paint truck

- **Indoor parking:** It does not benefit a vehicle to sit outside, especially in the winter. The City has far less indoor space than needed to accommodate Public Works' equipment. However, the City owns a number of vehicles that *must be stored indoors* – some at all times and some only in cold weather. This is because they hold water or paint and/or they have sensitive electronics and/or they have hydraulic equipment susceptible to damage. Vehicles that must be stored indoors during cold weather include:
    - Eleven (11) automated garbage and recycling trucks
    - One (1) sewer camera truck
    - One (1) paint truck used for road markings
    - Three (3) street sweepers
    - Two (2) Vactor trucks used for sewer maintenance and emergencies.

Automated garbage truck

Vactor truck

The Public Works' facility on S. East St. currently can accommodate all of these. However, it leaves little room for other vehicles, a fact that is especially harmful to our snow/ice response strategy, as explained below.

- **Street salt preparation:** When it becomes evident that a snow/ice event will strike in a matter of hours, Public Works preloads some of its dump trucks with salt. The City cannot leave these loaded trucks outside. Salt cannot sit for hours outside in a parked dump truck. The salt hardens and will not readily be expelled from the truck as needed. The salt will clump together with precipitation. The City used to park these preloaded trucks at the Public Works' garage. The purchase of modern, large, automated garbage and recycling trucks means there no longer is room. The Bus Barn accommodates up to sixteen (16) dump trucks. Using the

preloaded trucks staged at the Bus Barn allows Public Works to instantly deploy sixteen (16) salt-spreading vehicles once the weather response is initiated and then may gradually deploy another nineteen (19) salt-spreading vehicles as additional employees enter the event response.

- **Undesired alternative:** If dump trucks are not preloaded and sheltered from the elements, the trucks will have to be loaded at the Salt Dome one at a time after a worker call-in. The City would encounter a slowed response and a chronic vehicle tie-up at the Salt Dome. In other words, these dump trucks will be queued at the Salt Dome waiting to load instead of being on the road spreading salt and plowing snow.

Property appraisal: Connect Transit had the property appraised in May 2011 in preparation for potential sale. The listed price of $720,000 was based on an appraisal by Brian A. Finch, MAI, and a confirming appraisal by Park-Stoutamoyer & Associates Inc. Finch performed another appraisal in September 2013 and this time placed the value at $625,000. Park-Stoutamoyer again confirmed the appraisal.

Rental comparison: The facility contains 19,298 square feet (sf) of building area, putting the annual rental cost at $3.22 per foot per year. Isaac Thorne, Connect's Procurement Director, stated via electronic mail that three (3) comparable sites were examined:

- 2402 E. Empire St. $3.80/sf/year
- 2439 S. Main St. $2.50/sf/year
- 3 Quest Dr. $5.50/sf/year

The asking price of $3.22/sf/year falls between the mean price ($3.93) and the median price ($3.15) of the three (3) compared properties.

Cost of upkeep: The proposed lease requires that the City be responsible for all upkeep and utility costs.

Roof issues/renovation potential: A City examination of the roof shows it in a state of serious disrepair and in need of replacement. The roof has multiple cave-in points. It is of non-standard construction. The City did not generate a formal repair estimate. The roof condition renders the office space portion of the facility unusable. There are no indications of major roof concerns over the area to be used as vehicle storage. It is important to note that no extensive investigation was completed. A visual inspection by the Interim Facility Manager was completed. If the roof were to need repair during the lease, it would be performed by Connect Transit as long as there was no negligence by the City. No asbestos investigation has been conducted, but the age and nature of the structure would suggest potential for a limited amount of asbestos with need for abatement. Asbestos was not a major concern at this time because of how the facility is intended to be used.

In conclusion, using the office portion of the building would likely be cost prohibitive if the building is leased. However, Public Works has no plan to use the office area. If Council

approves the lease, City workers will continue to make use of the storage while leaving the roof as is and not use the office areas.

Usefulness of the grounds: The full area of land is 76,000 square feet, and parts of this property provide exterior storage. The grounds have been valuable for storage of wheeled refuse and recycling toters.

Diesel fuel station: The property contains a diesel fueling station that is not currently used. It is certified as up to date with the State Fire Marshal, meaning it can remain as is for the time being. If the property were purchased, the City could eventually incur financial liability for removal of the pump.

Storage solutions: The Public Works Department, City Administration and Council should examine short term, medium term and long term storage options.

- Short term answer: Lease of the Bus Barn presents a short term solution.
- Medium term: City staff will examine cost and logistics of low-cost parking bays or a Morton building along the south portion of the Public Works Garage property. The City also owns a nearby parcel, the HAVCO site, which could house covered parking bays, exterior storage or both (map provided). It provides options for Council. The City can terminate the lease with six (6) month notice.
- Long term: The City may want to relocate Public Works to another facility, either a new facility or one retrofitted to the needs of the department. Staff will budget for land acquisition, study options and bring alternatives to the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This item was not budgeted in FY 2015. The proposed budget amendment will increase the General Fund budget expenditures by $62,718.50 in Public Works Administration - Lease (10016110 - 70425).

Respectfully submitted for Council consideration.

Prepared by:	Stephen Arney, Public Works Administration
Reviewed by:	Jim Karch, Director of Public Works
Financial & budgetary review by:	Chris Tomelin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Budget Ordinance amendment
Attachment 2. Lease Agreement
Attachment 3. Site Photos & Map

Motion: That the Ordinance Amending the Budget Ordinance to add funds to Account 10016110 - 70425 in the General Fund be passed, the lease agreement with Connect Transit be approved, in the amount of $5,226.54 per month ($62,718.50 per year) for three (3) years, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 –

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

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 14th day of July, 2014.

APPROVED the ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

		Exhibit 1	
Account #	**Fund**	**Account Description**	**Amount**
10016110-70425	General	Public Works Administration-Leases	$ 62,718.50
		Net Budget Increase/(Decrease):	**$ 62,718.50**

Connect Transit

COMMERICAL LEASE AGREEMENT

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

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

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

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

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

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

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

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

Section 7. Maintenance and Repair. Subject to provisions of Section 11, below, relating to destruction of or damage to the Premises, and Section 12, below, relating to condemnation of

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

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

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

(a) comprehensive public liability insurance having limits of not less than $1,000,000 for bodily injury or death to one person, $1,000,000 for bodily injuries or death arising out of one occurrence, and $500,000 for property damage;

(b) fire and extended coverage insurance in an amount equal to at least 100 percent of the current replacement value of the Premises.

It is understood that Tenant self insures for losses covered by subsections (8(a) and 8(b). The stop-loss insurance policy of Tenant must comply with the requirements of this paragraph with regard to insurance limits. So long as the stop-loss policy complies with this paragraph, Tenant shall be deemed in compliance with the requirements of this paragraph 8. Each insurance policy furnished under this Section 8 shall be issued by a responsible insurance company acceptable to Landlord which company shall be authorized to do business in Illinois, and such

insurance coverage may be written under a blanket policy or policies obtained by Tenant, which policy may include other real estate owned or leased by Tenant. Tenant and Landlord shall all be named as insured parties in each such insurance policy, and each policy shall provide for written notice to Landlord at least ten days prior to any cancellation, modification, or lapse thereof. Tenant shall furnish landlord with memorandum copies of such insurance policies prior to the commencement of the lease term.

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

(a) no Alteration shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

(b) no Alteration shall reduce or otherwise impair the value of the Premises;

(c) no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorization of all governmental authorities having jurisdiction with respect to such Alteration;

(d) any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits;

(e) Tenant shall hold Landlord harmless from and against any liens and claims for work, labor, or materials supplied to the premises at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor or materials supplied to the Premises at the direction of Tenant, Tenant shall, at Landlord's option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Landlord in an amount not less than the amount of the lien or claim being filed; and

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

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

Section 11. Damage to Premises. If by fire or other casualty the Premises are destroyed or damaged to the extent that Tenant is deprived of occupancy or use of the Premises (meaning such destruction cannot be repaired or restored within 120 days of the occurrence of the fire or

other casualty). Landlord will cancel this Lease as of the date of such fire or casualty by giving written notice to Tenant not more than 30 days thereafter.

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

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

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

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

(a) declare this Lease to be in default, in which event this Lease shall immediately cease and terminate, and Landlord may possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action when Landlord may have against Tenant for rent and other charges payable by Tenant hereunder (both past due and rent due Landlord through date of Landlord's possession and past due payable by Tenant)), damages, or breach of covenant, in respect to which Tenant shall remain and continue liable notwithstanding such termination; or

(b) relet the Premises, or any part thereof, for such term or terms and on such conditions, as Landlord deems appropriate. for and on behalf of Tenant, for the highest rental reasonably attainable in the judgment of Landlord, which reletting shall not be considered as a surrender or acceptable back of the Premises or a termination of this Lease, and recover from Tenant any deficiency between the amount of rent and all other charges payable by Tenant under this Lease and those amounts obtained from such reletting, plus any expenses incurred by Landlord in connection with such reletting, including, without limitation, the expenses of any repairs or alterations Landlord deems necessary or appropriate to make in connection with such reletting and all sums expended for brokerage commissions and reasonable attorney's fees, but Landlord shall be under no duty to relet the Premises.

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

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

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

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

Section 15. Holding Over by Tenant. If Tenant shall continue in possession of the Premises beyond the termination of the lease term, such holding over shall be considered an extension of this Lease for a one-month period and so on, from month to month, until terminated by either party by giving not less than 30 days written notice of termination to the other. Such holding over shall be upon the same terms and conditions as are set forth in this Lease.

Section 16. Surrender of Premises. Upon termination of this Lease, whether by lapse of time or otherwise, or upon the exercise by Landlord of the power to enter and repossess the Premises without terminating this Lease, as hereinbefore provided, Tenant shall at once surrender possession of the Premises to Landlord in a condition and order of repair substantially similar to its original condition and order of repair upon the commencement of the lease term, reasonable wear and tear and damage by events of casualty described in Section 11, excepted, and shall at once remove all of Tenant's personal property and trade fixtures from the Premises. Upon any such termination, Tenant shall, as directed by Landlord, either remodel any addition to the Premises constructed by Tenant under Section 9, above, so as return the Premises to its original condition, reasonable wear and tear excepted, or remove such addition from the Premises. Any such remodeling or removal of any addition to the Premises shall be made by Tenant at its sole cost and expense. If, upon any such termination, Tenant does not at once surrender possession of the Premises and remove such of its property as allowed by Landlord, Landlord may forthwith re-enter and repossess the same and remove all of Tenant's property without being guilty of trespass or of forceful entry or detainer or without incurring any liability to Tenant for loss or damage to Tenant's property. Upon any such removal of Tenant's property, it shall be considered to have been abandoned and may either be retained by Landlord as its property or may be disposed of at public or private sale as Landlord sees fit. If any such property is either sold at public or private sale or retained by Landlord, the proceeds of any such sale or the then current fair market value of the property, as the case may be, shall be applied by Landlord against Landlord's expenses of removal, storage or sale of such property, the arrears of rent and other charges or future rent and other charges payable hereunder, and any other damages to which Landlord may be entitled hereunder. Tenant shall repair, at its sole cost and expense, any damage to the Premises resulting from the removal of its property as allowed hereunder.

Section 17. Entry by Landlord. Landlord shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, and during the last year of the lease term, or any renewal or extension thereof, Landlord may exhibit the same for sale or rent;

provided, however, that Landlord shall not unreasonably interfere with Tenant's use of the Premises.

Section 18. Time of the Essence. Time is of the essence in the performance and observance of each and every term, covenant and condition of this Lease by both Landlord and Tenant.

Section 19. Assignment. Tenant shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of Landlord, which consent may be subject to terms and conditions as Landlord considers necessary in order to protect its interest in the premises; provided, however, that no assignment of this Lease, whether by act of tenant or by operation of law, and no sublease of the premises, or any part thereof, by or from tenant, shall relieve or release tenant from any of its obligations hereunder.

Section 20. Governing Law. This Lease shall be subject to and governed by the laws of the State of Illinois.

Section 21. Amendments. No amendment to this Lease shall be valid or binding unless such amendment is in writing and executed by the parties hereto.

Section 22. Severability of Provisions. The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

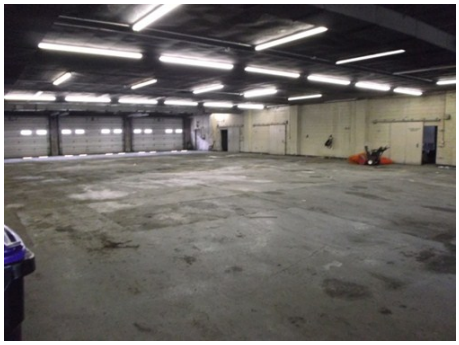
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date first set forth above.

Connect Transit	**City of Bloomington**
By: _____	By: _____
Name: Andrew Johnson	Name: _____
Title: General Manager	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____
Name: Dave White	Name: _____
Title: Safety and Training Director	Title: _____
Date: _____	Date: _____

The `Bus Barn': A Visual Overview

The `Bus Barn' from East Oakland Avenue.

The `Bus Barn' from South Main overpass.



Main parking/storage areas

Secondary parking/storage

Vehicle maintenance bays.

Roof problems evident.

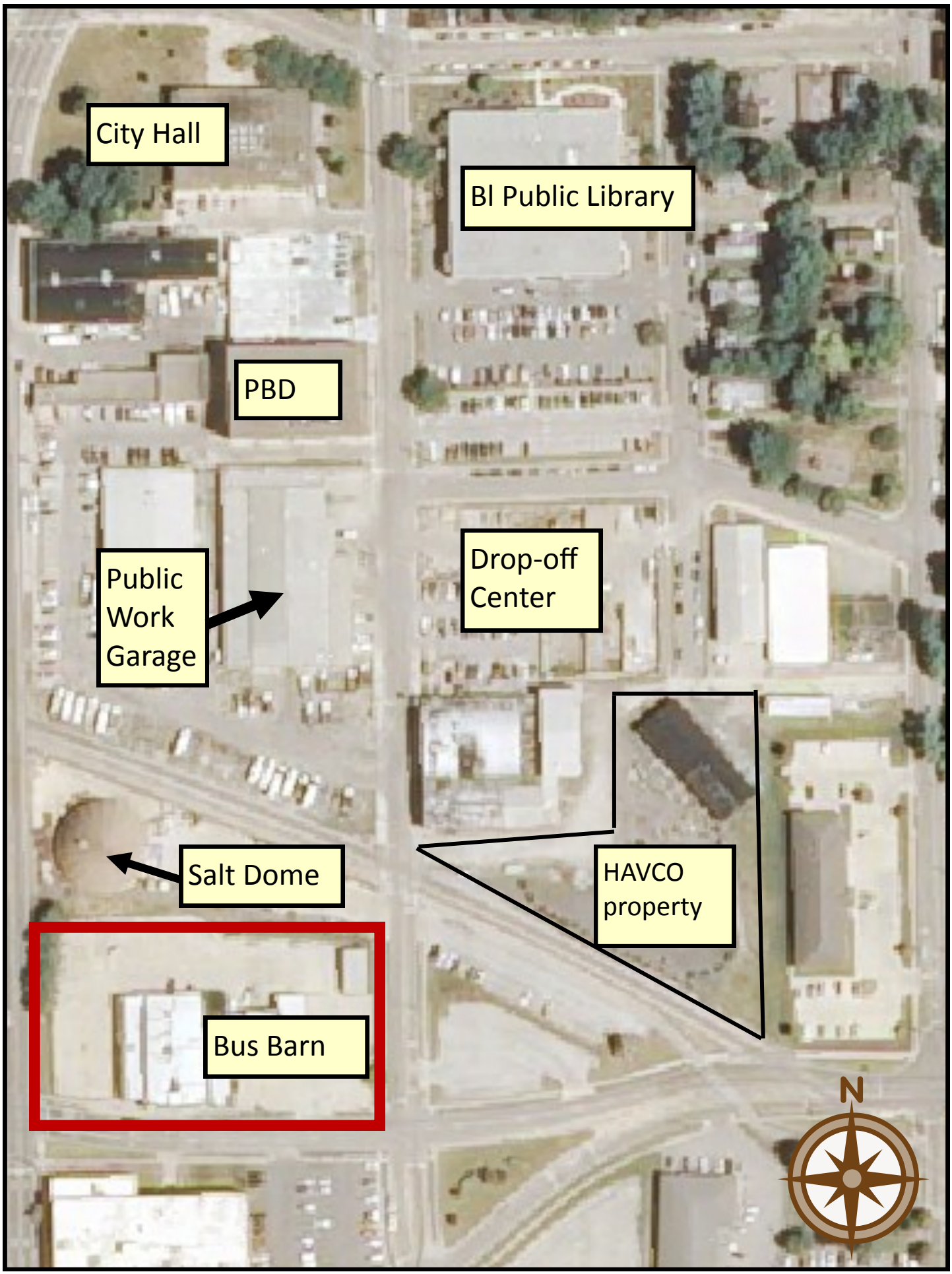
Offices currently unusable.

Bus wash (inoperable).

Detached storage.

Diesel pump.

Secure storage for our carts.


City Hall
Bl Public Library
PBD
Public Work Garage
Drop-off Center
Salt Dome
HAVCO property
Bus Barn
N

FOR COUNCIL: July 28, 2014

SUBJECT: Illinois Municipal Retirement Fund (IMRF) Non Participation of Elected Officials

RECOMMENDATION/MOTION: That the Resolution be adopted.

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

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

BACKGROUND: At the July 21, 2014 Committee of the Whole Meeting, staff presented information on participation in IMRF for Elected Officials. In April 2014, IMRF conducted an audit of the City's administrative practices pertaining to participation in IMRF. At IMRF's request and in preparation for this audit, Laurie Wollrab, Compensation and Benefits Manager, requested the Mayor and Council complete a verification form. The verification would determine if officials were working at least 1,000 hours per year in their elected positions. The results varied based on the respective elected officials' calculations. This suggested there was not a systematic method to establish whether the 1,000 hour requirement was being met.

The current "Resolution Relating to Participation By Elected Officials In The Illinois Municipal Retirement Fund" on record, Resolution Number 1998 - 29 was adopted by Council on May 11, 1998. This resolution establishes that:

- Elected officials may participate in the IMRF if they are in positions normally requiring performance of duty for 1,000 hours or more per year.
- The governing body can determine what the normal annual hourly requirements of its elected officials are and should make such determination for the guidance and direction of the Board of Trustees of the IRMF.

This resolution allows elected officials to participate in the IMRF pension on a voluntary basis requiring at least 1,000 hours of work each year.

Based on the information provided and the discussion at the Committee of the Whole Meeting on July 21, 2014, Council directed staff to prepare a Resolution to eliminate the option for Elected Officials to participate in IMRF. The attached IMRF Form 6.64T, Resolution Relating to Termination of Participation by Elected Officials in the IRMF will accomplish the directive of the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Council and IMRF.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Emily Bell, Director of Human Resources

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

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Resolution

Motion: That the Resolution be adopted.

Motion: _____ Seconded by: _____

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

A RESOLUTION RELATING TO TERMINATION OF PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64T (03/12)

PLEASE ENTER Employer IMRF I.D. Number
3327

RESOLUTION
Number 2014 - _____

WHEREAS, the City of Bloomington (EMPLOYER NAME) is a participant in the Illinois Municipal Retirement Fund:

WHEREAS, elected officials with the City of Bloomington (EMPLOYER NAME) may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1,000 (600 or 1,000) hours or more per year; and

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund; and

WHEREAS, this governing body has previously determined that the following elected position required performance of duty for at least 1,000 (600 or 1,000) hours per year: Mayor and Aldermen (ELECTED POSITION); and

WHEREAS, the duties and responsibilities of this position have changed and it no longer requires performance of duty for at least 1,000 (600 or 1,000) hours per year, effective 07/28/2014 (DATE (MM/DD/YY)).

NOW THEREFORE BE IT RESOLVED that the City Council (BOARD, COUNCIL, ETC.) of City of Bloomington (EMPLOYER NAME) finds that the position of Mayor and Aldermen (ELECTED POSITION) no longer qualifies for IMRF participation, as of 07/28/2014 (DATE (MM/DD/YY)).

CERTIFICATION

I, Tracey Covert (NAME), the City Clerk (CLERK OR SECRETARY OF THE BOARD) of the City of Bloomington (EMPLOYER NAME), of the County of McLean (COUNTY) State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its City Council (BOARD, COUNCIL, ETC.) at a meeting duly convened and held on the 28 (DAY) of July (MONTH), 20 14 (YEAR).

_____
Signature of Clerk or Secretary of the Board

Illinois Municipal Retirement Fund
2211 York Road, Suite 500, Oak Brook Illinois 60523-2337
Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673)

FOR COUNCIL: July 28, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 1, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Drew and Emily Frey to allow moderate consumption of alcohol at their August 1, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioner Tari Renner, Tracey Covert, City Clerk, and Rick McCormick, caterer and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Rick McCormick, caterer, addressed the Commissioner. The wedding reception would commence at 3:00 p.m. and would be held at the Lake Bloomington Davis Lodge on August 1, 2014. He anticipated 200 guests. Redbird Catering located at 1507 N. Main St., would provide beverage services. He noted that liquor service would be limited to beer and wine only. Liquor service will end at 10:00 p.m. Quite hours at Davis Lodge commence at 10:00 p.m.

Commissioner Renner recommended that the request of Drew and Emily Frey to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their August 1, 2014 wedding reception be approved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 23, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, Drew and Emily Frey are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 2:00 p.m. to 11:00 p.m. on August 1, 2014; and

WHEREAS, Drew and Emily Frey have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on August 1, 2014 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 28th day of July, 2014.

APPROVED this ___ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: July 28, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on May 30, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of James Brosher and Barbara Harrington to allow moderate consumption of alcohol at their May 30, 2015, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk, and Susan Harrington, mother of the bride and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Susan Harrington, mother of the bride, addressed the Commission. The wedding ceremony and reception would commence at 4:00 p.m. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on May 30, 2015. She anticipated 125 guests. A Renee located at 306 N. Center St., Suite 102, would provide beverage services. She noted that liquor service would be limited to beer and wine only. Liquor service will end at 10:00 p.m. Quite hours at the Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of James Brosher and Barbara Harrington to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their May 15, 2015 reception be approved.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, James Brosher and Barbara Harrington are planning to hold their wedding reception at Lake Bloomington Davis Lodge from 3:00 p.m. to 11:00 p.m. on May 30, 2015; and

WHEREAS, James Brosher and Barbara Harrington have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at Lake Bloomington Davis Lodge on May 30, 2015 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 28th day of July 2014.

APPROVED this ____ day of July 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: July 28, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 21, 2015

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Tyler Piper and Sabrina Zrekat to allow moderate consumption of alcohol at their March 21, 2015, wedding reception to be held at the Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk, and Tyler Piper, groom and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Tyler Piper, groom, addressed the Commission. The wedding ceremony and reception would commence at 5:00 p.m. The wedding ceremony and reception would be held at the Miller Park Pavilion on March 21, 2015. He anticipated 130 - 150 guests. A Renee located at 306 N. Center St., Suite 102, would provide beverage services. He noted that liquor service would be limited to beer and wine only. Liquor service will end at 10:00 p.m. The Pavilion must be vacated by 11:00 p.m.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that the request of Tyler Piper and Sabrina Zrekat to allow moderate consumption of alcohol at the Miller Park Pavilion for their March 21, 2015 reception be approved.

Motion carried, unanimously.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

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

WHEREAS, Tyler Piper and Sabrina Zrekat are planning to hold their wedding reception at the Miller Park Pavilion from 4:00 p.m. to 11:00 p.m. on March 21, 2015; and

WHEREAS, Tyler Piper and Sabrina Zrekat have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on March 21, 2015 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 28th day of July 2014.

APPROVED this ____ day of July 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: July 28, 2014

SUBJECT: Application of MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., requesting a GPBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: That an GPBS liquor license for MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., requesting a GPBS liquor license which allows the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Jim Franks, Territory Supervisor and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representative addressed the Commission. He noted that this application involved a change of ownership. Gajri Corp., lessee, had left the premises.

Commissioner Tompkins cited Chapter 6. Alcoholic Beverages, Section 1. Definitions, Retail Grocery Convenience Store which limited the area devoted to alcohol products to fifteen percent (15%) of the total public selling space. He noted that Famous Liquors was located at 1404 E. Empire St. In addition, there were residential areas nearby. Finally, he questioned if cold, single serve items would be available for sale.

Commissioner Jordan questioned if business operations would be status quo. He noted that it appeared that Gajri's lease had expired, *(June 30, 2014)*, and that this license holder had held a liquor license for ten (10) years.

Jim Franks, Territory Supervisor and Applicant's representative, addressed the Commission. He informed the Commission that Gajri had leased the facility for ten (10) years. There had been no issues. MKM Oil, Inc. would hire an on-site manager. He noted his role as Territory Supervisor.

Commissioner Jordan questioned BASSET, (Beverage Alcohol Sellers and Servers Education and Training), certification. Mr. Franks informed the Commission that he had contacted Heartland Community College regarding same.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to the City Council that a GPBS liquor license for MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 30, 2014 in accordance with City Code. In accordance with City Code, approximately fourteen (14) courtesy copies of the Public Notice were mailed on June 30, 2014. In addition, the Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Request is for a change of ownership. Annual fee for an GPBS liquor license is $1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an GPBS liquor license for MKM Oil, Inc., d/b/a Colonial Shell Fast N Fresh, located at 1504 E. Empire St., be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

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

FOR COUNCIL: July 28, 2014

SUBJECT: Application of Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That a TAS liquor license for Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., requesting a TAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins, and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Brian Dixon, Six Strings' Manager and Richard Marvel, attorney and Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representative addressed the Commission. He noted that this application involved a change of ownership. Brian Dixon, Six Strings' Manager, addressed the Commission. Six Strings planned to retain the existing staff and himself as Manager. There was a new corporate owner. The plan was to improve Six Strings into an upscale business. Six Strings would continue to offer live entertainment.

Commissioner Jordan noted that the City would have to approve creation of a new liquor license. Mr. Dixon noted that KTPS, Inc., the current owner, planned to sell the business to Blue Note Enterprises, LLC.

George Boyle, Asst. Corporation Counsel, noted that the current management staff would be retained.

Commissioner Jordan questioned if there had been any issues at this location.

Commissioner Renner stated that there would not be a net increase in the number of Downtown liquor licenses.

Commissioner Jordan questioned occupancy. Mr. Dixon stated that the limit was 349.

Commissioner Jordan questioned if how closely Six Strings' staff watched occupancy. He also questioned staffing when Six Strings hosted live entertainment. Mr. Dixon stated that there would be two (2) security staff at the door. Identification was checked. Door staff tracked occupancy by checking movement into and out of the facility.

Commissioner Tompkins noted that under the previous management Six Strings had automated equipment to check identification. Mr. Dixon stated that the assets of the current owner would be sold to Blue Note Enterprises, LLC. He added that he took pride in the efforts made by Six Strings. There were no plan changes in this area.

Commissioner Tompkins questioned the type of liquor license applied for by the new owner. Mr. Dixon believed that Six Strings would have ticket sale/door charge revenues of fifty percent (50%).

Mr. Boyle noted that the City's PACE (Planning and Code Enforcement) Department's inspection report noted two (2) minor issues. He questioned if these issues had been addressed. Mr. Dixon noted that Six Strings' maintenance staff would correct them the next day. One issue was a burnt out "Exit" light.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that a TAS liquor license for Blue Note Enterprises, LLC d/b/a Six Strings Club, located at 525 N. Center St., be created contingent upon compliance with all health safety codes.

Motion carried, unanimously.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 30, 2014 in accordance with City Code. In accordance with City Code, approximately fifty-nine (59) courtesy copies of the Public Notice were mailed on July 1, 2014. In addition, the Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for an TAS liquor license is $2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That a TAS liquor license for Blue Note Enterprises, LLC, d/b/a Six Strings Club, located at 525 N. Center St., be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

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

FOR COUNCIL: July 28, 2014

SUBJECT: Application by Bloomington Normal (BN) Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday, August 22, 2014 from 5:00 p.m. to 11:30 p.m. and Saturday, August 23, 2014 from 1:00 p.m. to 11:30 p.m.

RECOMMENDATION/MOTION: That an LB liquor license for the BN Jaycess for a fundraiser called "Bruegala" to be held at the BCPA, located at 600 N. East St., on Friday, August 22, 2014 from 5:00 p.m. to 11:30 p.m. and Saturday, August 23, 2014 from 1:00 p.m. to 11:30 p.m. be created, contingent upon compliance with all applicable health and safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order regarding the application by Bloomington Normal (BN) Jaycees, requesting a Limited Liquor License , (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday, August 22, 2014 from 6:00 p.m. until 11:00 p.m. and Saturday, August 23, 2014 from 2:00 p.m. until 11:00 p.m. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Seth Carter, BN Jaycees and Applicant representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. He noted that Bruegala was an annual event. This year marked Bruegala's fifteenth (15^{th}) year. Samples will be available in the BCPA Ballroom and sales by the glass would be available at Lincoln Festival Park in conjunction with concerts by Robert Brown Band, Bottle Rocket Cabaret, Righteous Hillbillies and Modern Echo on Friday, and Toucan, Robin Crowe, Jury's Out, Knucklehead, Sean Costanzo, Highway J, and Switchback on Saturday. Bruegala was a charity event.

Seth Carter, BN Jaycees and Applicant representative, addressed the Commission. This year, the BN Jaycees and the Bloomington Cycle Racing Team would be holding the Jaycee Criterium Bike Race on Saturday, August 23, 2014. He noted that the live music would start at 2:00 p.m. In turn, beer would be available starting at 2:00 p.m. Beer would not be available until 5:00 p.m. inside the BCPA.

He added that the VIP Section would be offered again this year. Beer would be served in glass pints in this section.

Commissioner Tompkins noted that this was an annual event which was well run. He informed the Commission that he had attended same in the past. Bruegala was professionally operated. He informed Mr. Carter that he planned to visit Bruegala in his role as Liquor Commissioner. He recommended that the Jaycees be diligent and aware of over serving.

Mr. Carter encouraged Commissioner Tompkins to contact him with any issues.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins that an LB liquor license be created for BN Jaycees for a fundraiser called "Bruegala" to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday, August 22, 2014 from 6:00 p.m. until 11:00 p.m., and Saturday, August 23, 2014 from 2:00 p.m. until 11:00 p.m.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 8, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Recommended by:

Tari Renner
Mayor

Motion:. That an LB liquor license for the BN Jaycees for a fundraiser called "Bruegala" to be held at the BCPA, located at 600 N. East St., on Friday, August 22, 2014 from 5:00 p.m. to 11:30 p.m. and Saturday, August 23, 2014 from 1:00 p.m. to 11:30 p.m. be created, contingent upon compliance with all applicable health and safety codes.

Motion: _____ Seconded by: _____

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

FOR COUNCIL: July 28, 2014

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lincoln Park on August 22-23, 2014 for the event named Bruegala

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The BCPA is co-sponsoring a beer and wine tasting with the BN Jaycees in coordination with their summer concert series in Lincoln Park. Bruegala is scheduled for August 22 from 5:00 p.m. to 10:30 p.m. and August 23, from 1:00 p.m. until 10:30 p.m. The BCPA co-hosts this event annually. The BN Jaycees have had beer and wine at the previous events and would like to have both available again this year. They would like the people who attend the event to be able to purchase a drink and move about freely within the fenced event area. Only beer and wine purchased on the premises can be consumed within the designated event area.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2014 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR BRUEGALA AT LINCOLN PARK

WHEREAS, the Bloomington Center for Performing Arts (BCPA) and the B-N Jaycees are planning to co-host Bruegala at Lincoln Park on August 22, 2014 from 5:00 p.m. to 10:30 p.m. and August 23, 2014 from 1:00 p.m. until 10:30 p.m.; and

WHEREAS, the BCPA has requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of Bruegala at Lincoln Park on August 22-23, 2014.

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

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

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

PASSED this 28th day of July, 2014.

APPROVED this ___ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: July 28, 2014

SUBJECT: Text Amendment to Chapter 2 Administration regarding Public Comment at City Council Meetings

RECOMMENDATION/MOTION: To Reconsider the Text Amendment and that the Ordinance be passed.

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

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

BACKGROUND: The Illinois Open Meetings Act provides "any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body." 5 ILCS 1/2.06(g). In a request for review letter on public comment at the City's previous Administration and Finance Committee, the Public Access Counselor's office concluded the Committee was required to provide an opportunity for public comment at all future committee meetings subject to any reasonable rules that are consistent with Section 2.06(g). Although the City now allows public comment at all Committee meetings, the City Code provides public comment only at the first regularly scheduled meeting of the month.

Currently, different portions of the City Code address public comment (see Section 85 generally on public comment for boards and commissions, Section 17 on public comment for City Council meetings, and Section 15 on public comment at committee of the whole meetings). The proposed ordinance eliminates the different rules applicable to City Council meetings and Committee of the Whole meetings and updates the provisions of Section 85 to make them applicable to all regularly scheduled City Council meetings, Committee of the Whole meetings and Special Meetings. The ordinance provides there will be a fifteen (15) minute public comment period at all such meetings. It also provides public comment is limited to three (3) minutes per person and that comments may not be threatening and that disorderly conduct is prohibited. Finally, it provides that individuals may submit written comments to the City Clerk at least twenty-four (24) hours before a meeting and said comments will be copied and provided to the aldermen. Section 85 also now requires that public comment be listed at the beginning of the agenda and eliminates the provision that prohibited a person from speaking for two (2) calendar months after speaking once at a board or commission meeting. Finally, the ordinance provides that if there are more than five (5) individuals that desire to address the City Council, the order of speakers shall be decided by random draw. If an individual is not able to speak due to the time limitation, the ordinance gives the individual priority to speak at the next meeting.

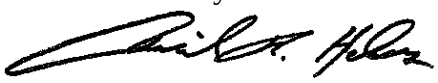
COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: _____ Seconded by: _____

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

ORDINANCE 2014 - ____

AN ORDINANCE AMENDING THE PUBLIC COMMENT RULES FOR THE CITY OF BLOOMINGTON

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

SECTION 1. That Chapter 2, Article II, Section 15 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

> Beginning January 2012, regular meetings of the City Council of the City of Bloomington shall be held on the second and fourth Monday of each month at the hour of 7:00 p.m. in the Council Chambers of the City Hall in the City of Bloomington, Illinois, or at such other place in said City as the Council shall designate; provided, however, that should any such regular meeting fall upon any holiday recognized by and under the laws of the United States or the State of Illinois, then said regular meeting so falling on said holiday shall be held on the day following such regular meeting date at the same hour and at the place aforesaid.
>
> An adjourned meeting may be held for the purpose of completing the unfinished business of a regular meeting at such time as may be determined by the Council.
>
> On the third Monday of each month at 5:30 p.m., the City Council shall meet as a Committee of the Whole. The agenda for such meeting shall be prepared by the City Manager in consultation with the Mayor. A time for public comment shall be conducted in the manner set forth in Section ~~17(5)~~ 85 of this Chapter. No final action may be taken at a meeting of a Committee of the Whole unless it has been called as a Special Meeting as required by Section 16 of this Chapter. To the extent appropriate, the Rules set forth in Section 18 of this Chapter shall govern the proceedings of meetings of a Committee of the Whole.

SECTION 2. That Chapter 2, Article II, Section 17(5) of Bloomington City Code, 1960, as amended, shall be further amended by deleting Subsection 5 in its entirety and replacing it as follows:

> (5) Public Comment. Public comment shall be allowed as provided for in Section 85 of this Chapter.

SECTION 3. That Chapter 2, Article II, Section 85 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 2: Section 85: Public Comment.

(a) A public comment period not to exceed fifteen (15) minutes will be held during each Board and Commission meeting, as well as all regularly scheduled City Council meetings, Committee of the Whole meetings and special meetings of the City Council not designated as work sessions. Nothing herein shall prohibit the combination of meetings, at which only public comment period will be allowed.

(b) Anyone desiring to address the Board, ~~or~~ Commission or City Council, as applicable, must complete a public comment card available in the meeting location up to fifteen (15) minutes prior to the start of the meeting. The person must include their name, address and any other desired contact information, although said person shall not be required to publicly state their address information. If more than five individuals desire to make a public comment, the order of speakers shall be by random draw. If an individual is not able to speak due to the time limitation, said individual shall be given priority to speak at the next meeting of the City Council or Board or Commission, as may be applicable.

(c) The public comment portion of the meeting ~~will~~ shall be placed on the agenda for regular City Council meetings, as well as any rescheduled meeting of the City Council, after roll call and prior to appointment recognition and/or the consent agenda. For any other special City Council meeting or meeting of any other Board or Commission of the City, public comment shall be listed on the agenda immediately after roll call.~~at the end of the agenda.~~

(d) ~~There shall be a maximum of five (5) speakers in any public comment period. In the event more than five (5) public comment cards are submitted, the Chair shall randomly select the five (5) speakers.~~ Comments are limited to three (3) minutes per speaker. A speaker cannot give his or her allotted minutes to another speaker to increase that person's allotted time.

(e) Speakers will be acknowledged by the Chair and shall address the Board, ~~or~~ Commission, or City Council, as applicable, from the designated area in the meeting location and not approach the Board, ~~or~~ Commission, City Council or City staff. Speakers will begin their statement by first stating their name and address for the record.

(f) ~~Statements are to be directed to the Board, or Commission, or City Council as a whole and not to individual Board, or Commission, or City Council members.~~ Public comment is not intended to require Board, ~~or~~ Commission, or City Council members to provide any answer to the speaker. Discussions between speakers and members of the audience will not be allowed.

(g) Speakers will be well-mannered ~~courteous~~ in their language and presentation. Any person who engages in threatening or disorderly behavior when addressing a Board, Commission or the City Council shall be deemed out-of-order by the presiding officer and their time ceased to address the Board, Commission, or City Council at said meeting.

(h) After the speaker has made his or her statement, he or she shall be seated with no further debate, dialogue or comment.

(i) ~~If a speaker is afforded an opportunity to speak at a Board or Commission meeting, he or she shall be ineligible to speak again at that meeting for two (2) calendar months, inclusive of the month he or she originally spoke.~~ In addition to speaking at a meeting of the City Council, written comments may also be submitted to the City Council by filing same with the City Clerk at least 24 hours prior to the start time of the meeting. Said written comments shall be copied and distributed to each member of the City Council by the City Clerk prior to the start of the meeting and made part of the official record of the meeting. This shall include work sessions of the City Council even though no public comment period is provided at work sessions. Outside of written comments directed for a specific meeting, written comments may otherwise be shared with the City Council at any time by sending an e-mail correspondence to the entire City Council at citycouncil@cityblm.org or to individual council members at the email addresses listed on the City's website. Those without e-mail capability may submit written comments to the City Clerk's office which comments will be provided to the City Council as a whole or individual council member, as directed. Any written comments provided to the City Council as a whole will be made part of the public record. The City Clerk may establish written rules to govern the written comment process and recording of same. Nothing herein shall require the City Clerk to copy documents or records and provide them to City Council, only the written comments of an individual.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 28th day of July, 2014.

APPROVED this ____ day of July, 2014.

APPROVED:

Tari Renner,
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: July 28, 2014

SUBJECT: Petition submitted by Evergreen Memorial Cemetery requesting Approval to Rezone 1006 Wright St. from R - 1C, Single Family Residence District, to S - 2, Public Lands and Institutions District

RECOMMENDATION/MOTION: That the Rezoning be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses.

BACKGROUND: The subject land is located adjacent to the Evergreen Memorial Cemetery to the east and their memorial building to the north.

This case was before the Planning Commission for a public hearing and review on July 9, 2014. The petitioner explained the request is part of a long term plan for the Cemetery to provide off street parking. No one else from the public spoke in support of or in opposition to the petition. The Planning Commission voted to recommend approval of the rezoning by a vote of 10 - 0.

Staff believes that the S - 2 zone will be compatible with the adjacent zoning. This is because half of the land surrounding the subject site is the Cemetery itself. The nearby homes should also be compatible as the parking lot will not generate possible nuisances such as that of new buildings and land uses like noise or odors. The new parking lot should not generate more traffic or congestion to the Cemetery and may even displace existing on street parking. Therefore staff supports the request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on June 23, 2014 in accordance with City Code. In accordance with the Zoning Code (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to seventy (70) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: There should be a slight decrease in property taxes for the City upon approval of the rezoning because of the demolition of the existing house. However, there should be no need for increased City services.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Frank Koehler, Interim PACE Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance and Legal Description
Attachment 2. Planning Commission Minutes
Attachment 3. Zoning Code
Attachment 4. Mailing Labels
Attachment 5. Maps

Motion: That the Rezoning be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

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

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Evergreen Memorial Cemetery, 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, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor, 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 said premises legally described in Exhibit "A" presently has a zoning classification of R - 1C, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;

4. That your petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the S – 2, Public Lands and Institutions District, zoning district classification;

5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and

6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from R - 1C to S - 2.

Respectfully submitted,

By: Amelia S. Buragas, Vice President
Evergreen Memorial Cemetery

ORDINANCE NO. 2014 - ___

AN ORDINANCE REZONING 1006 S. WRIGHT STREET FROM R - 1C SINGLE FAMILY RESIDENCE DISTRICT TO S – 2, PUBLIC LANDS AND INSTITUTIONS DISTRICT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit "A"; and

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

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit "A" shall be and the same are hereby rezoned from R - 1C, Single-Family Residence District to S – 2, Public Lands and Institutions District.

2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.

3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 28th day of July, 2014.

APPROVED this ____ day of July, 2014.

APPROVED:

Tari Renner,
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description

Lots 3 and 4 except the South 55 feet of said Lot, in Block 1 in J.E. McClun's Second Addition to the City of Bloomington, situated in McLean County, Illinois.

FOR PLANNING COMMISSION: July 9, 2014
Agenda item #5C
Prepared July 1, 2014

To: Bloomington Planning Commission

From: Staff

Subject: **Z-06-14.** Public hearing and review on the petition submitted by Evergreen Memorial Cemetery requesting the approval of a Rezoning from R-1C, Single-Family Residence District to S-2, Public Lands and Institutions, District for 1006 Wright Street.

BACKGROUND INFORMATION:

Adjacent Zoning	Adjacent Land Uses
North: S-2, Public Lands and Institutions District	North: Cemetery, Memorial Bldg.
South: R-1C, Single-Family Residence District	South: Single-Family Residence
East: S-2, Public Lands and Institutions District	East: Cemetery
West: R-1C, Single-Family Residence District	West: Single-Family Residence

The Comprehensive Plan calls for low/medium density residential for the site.

The subject site currently has a single-family residence. The site, as well as the property to the north and east, are all owned by the cemetery. The intention of the zoning change is to enable the owner to demolish the existing home and construct a parking lot.

Rezoning petitions should be reviewed with an analysis of other potential land uses that would be permitted with the proposed zoning and whether those uses are compatible with existing or probable nearby land uses. See the attached tables. In this situation many of the permitted uses in the S-2 district such as a church, school or golf course are unlikely merely because of the location and small parcel size. A new parking lot is certainly compatible with the adjacent cemetery uses and should be compatible with the nearby homes in that it will not generate possible nuisances such as that of new buildings, like traffic, noise or odors. A new parking lot should not generate more traffic or congestion to the cemetery and in fact it may even displace existing on street parking. Therefore staff supports the request.

STAFF RECOMMENDATION:
Staff recommends the planning commission pass a motion recommending that the City Council rezone the property in Case **Z-06-14** from R-1C, Single-Family Residence District to S-2, Public Lands and Institutions District, for the property located at 1006 Wright Street.

Respectfully submitted,

Mark Woolard
City Planner

MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, JULY 9, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Stuckey, Mr. Diamond, Mr. Balmer, Mr. Scritchlow, Mr. Cornell, Mr. Suess, Mr. Cain, Mr. Stanczak, Mr. Pearson, Mr. Wills

OTHERS PRESENT: Mr. Mark Woolard, City Planner
Mr. Frank Koehler, Interim Director of Planning and Code Enforcement
Ms. Rosalee Dodson, Assistant Corporation Counsel

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.
ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: Mr. Nick Williams, 5 Timber View Drive, requested an opportunity to reserve the possibility to make a public comment after the outcome of the items on the regular agenda.

MINUTES: The Commission reviewed the June 25, 2014 minutes. On page four, in the first sentence of the last paragraph, "in" is to be after "recalled", "was" replaces "that" and insert "lines of" before "business."

Mr. Stanczak moved to approve the corrected June 25, 2014, minutes. Mr. Balmer seconded the motion which passed by a vote of 9-0 with following votes being cast on roll call: Mr. Diamond-yes; Mr. Balmer-yes; Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Cain-yes; Mr. Suess-yes; Mr. Stanczak-yes; Mr. Pearson-yes; Mr. Stuckey-Present; Mr. Wills-absent.

REGULAR AGENDA:
Z-06-14. Public hearing and review on the petition submitted by Evergreen Memorial Cemetery requesting the approval of a Rezoning from R-1C, Single-Family Residence District to S-2, Public Lands and Institutions, District for 1006 Wright Street.

Chairman Cain introduced the case. Mr. Woolard stated the applicants' intention is to place a parking lot onto the property for the cemetery patrons. He explained how possible uses of the property are compatible with the residential or unlikely because of the site's location and size. He said staff recommends approval of the rezoning.

Chairman Cain opened the public hearing and invited the petitioner representative to speak. Ms. Amelia Buragas, 23 Whites Place, Vice President of the Evergreen Memorial Cemetery Board of Trustees, was sworn in and stated the property acquisition is part of the cemetery's long term plan. The new parking lot will not increase traffic as egress will be through the cemetery and not

Wright Street. Ms. Buragas stated since this property is a township entity; this proposal has already been reviewed and approved several times. She said this is one way to improve services for patrons and not disturb the neighborhood. She also explained this lot may relieve some of the current on-street parking.

Chairman Cain asked if there were any questions, comments or if anyone was in favor or opposed to the petition from the audience. There was none and Chairman Cain closed the public hearing.

Mr. Cornell stated the proposed lot may reduce the on-street parking and is located in an advantageous spot for the cemetery.

Mr. Diamond moved to recommend rezoning approval for case Z-06-14 from R-1C to S-2. Mr. Cornell seconded the motion. Case Z-06-14 passed by a vote of 10 to 0 with the following votes being case on roll call: Mr. Wills-yes; Mr. Diamond-yes; Mr. Balmer-yes; Mr. Pearson-yes; Mr. Stanczak-yes; Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Suess-yes; Mr. Cain-yes; Mr. Stuckey-yes.

1. PUBLIC ASSEMBLY USES																						
A - Amusement and Recreation Uses	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Amphitheaters										P							P	P	P			
Amusement Centers																P	S	S	S			
Amusement Parks																	P					
Aquariums										P				P			P	P	P			
Arenas, Field Houses, Stadiums										P							P	P	P			
Ballrooms, Dance Halls																	P	P	P			
Billiard Centers, Pool Halls										P						P	P	P	P			
Bowling Establishments										P						P	P	P	P			
Community Reception Establishments												S										
Exhibition/Exposition Halls										P							P	P	P	P	P	
Fairgrounds, Agricultural Exhibits																	S					
Fishing Camps																	P					
Go-Cart Tracks																	S					
Golf Courses - Not Miniature Golf	S	S	S	S	S	S	S	S	S	P	P		P	P			P	P		P	P	
Golf Driving Ranges																	P					
Group or Organized Camps, Resorts																	S					
Gymnasiums, Recreation Centers							S	S	S	P	P		P	P			P	P	P	P	P	
Health Spas, Reducing Salons							S	S	S	S			P	P	S	P	P	P	P	P	P	
Ice Rinks								P		P	P		P	P		P	P	P	P	P	P	
Miniature Golf Courses											6						P					
Parks, Playgrounds, Aboretums	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Penny Arcade																P	P	P	P			
Race Tracks, Grandstands																	S					
Recreation Vehicle Camps																	S					
Riding Stables, Riding Schools																	P					

Roller Skating Rinks																P	P		P		
Shooting Galleries, Rifle Ranges																S			S	S	
Swimming Pools	S	S	S	S		S	S	S	S	P	P			P			P	P	P	P	P	
Tourist Camps																S					
Travel Trailer Camps																S					
Zoos											P					P					
B - Churches and Religious Facilities	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**
Churches, Synagogues, Temples	S	S	S	S	S	S	S	S	S	P	P			P	S	P	P	P	P			
Funeral Parlor, Mortuary														P			P	P	P			
Religious Education Facility	S	S	S	S		S	S	S	S	P				P			P	P	P			
C - Clubs	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**
Athletic Clubs, YMCA, YWCA							S	S	S	S	S		P	P		P	P	P	P	P	P	
Country Clubs, Golf Clubs	S	S	S	S		S	S	S	S	S			P	P			P	P	P	P	P	
Health Clubs							S	S	S	S			P	P	S	P	P	P	P	P	P	
Non-residential College/Univer.Student Clubs & Assoc.				S		S	S	S														
Other Clubs Not Classified													P	P			P	P	P	P	P	
Professional Clubs, Business Clubs								S		P	S		P	P		P	P	P	P	P	P	
Service Clubs, Civic Clubs								S		S			P	P		P	P	P	P	P	P	
Social Clubs, Lodges								S		S			P	P	S		P	P	P	P	P	
Swimming Clubs							S	S	S	S			P	P			P	P	P	P	P	
D - Libraries, Museums, Government Uses	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**
Art Galleries, Museums										P			P	P		P	P	P	P	P	P	
Community Centers							S	S	S	P	P		P	P	P	P	P	P	P	P	P	
Courthouses											P											
Cultural Activities										P			P	P	P	P	P	P	P	P	P	
Historic Area												P										
Libraries										P	P		P	P			P	P	P	P	P	

Military Bases										P		P							P	P	
Planetariums									P			P	P			P	P	P	P	P	
Police Stations, Fire Stations	P	P	P	P		P	P	P	P	P	P		P	P	P	P	P	P	P	P	P
Postal Services	P	P	P	P		P	P	P	P	P	P		P	P	P	P	P	P	P	P	P
E - Eating, Drinking Establishments	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Adult Cabaret																	5	5	5			
Bars, Taverns, Nightclubs													3	2		P	P	P	P	P	P	
Delicatessens										P			3	2	P	P	P	P	P	P	P	
Donut Shops, Ice Cream Shops										P			3	2	P	P	P	P	P	P	P	
Drive-in Refreshment Stands																	P	P		P	P	
Restaurants, Cafeterias										P			3	2		P	P	P	P	P	P	
F - Passenger Terminals, Stations	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Airport Passenger Terminals													P							S	S	
Bus Passenger Terminals										P			3	2		P	P	P	P	P	P	
Heliports, Heliport Terminals	S									S	S		P	S		S	S	S	S	S	S	S
Rail Passenger Terminals													3				P	P	P	P	P	
Taxi Terminals										P			3	2		P	P	P	P	P	P	
G - Theaters and Studios	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Adult Lingerie Modeling Studios																	5	5	5			
Adult Modeling Studios																	5	5	5			
Adult Motion Picture Theaters																	5	5	5			
Auditoriums, Concert Halls										P				2		P	P	P	P			
Dance Studios, Music Studios										P				2		P	P	P	P			
Drive-in Motion Picture Theaters																	S					
Legitimate Theaters										P				2		P	P	P	P			
Motion Picture Studios										P				2		P	P	P	P			
Motion Picture Theaters										P				2		P	P	P	P			

Radio Broadcasting Studios										P				2		P	P	P	P				
Television Broadcasting Studios										P				2		P	P	P	P				
2. EDUCATIONAL USES																							
A - Non-Residential Schools	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Elementary Schools										P	P												
Junior High Schools										P	P												
Nursery Schools		S	S	S		S	S	S	S	P	S			P	S		P	P	P				
Pre-Schools		S	S	S		S	S	S	S	P	P			P	S		P	P	P				
Senior High Schools										P	P												
B - Residential Schools	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Boarding Schools										P				P			P	P	P				
C - Trade and Business Schools	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Business Schools										P				P	S	P	P	P	P	P	P		
Rehabilitation Schools										P				P	S	P	P	P	P	P	P		
Specialty Schools										P				P	S	P	P	P	P	P	P		
Vocational Schools										P				P	S	P	P	P	P	P	P		
D - Colleges and Universities	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
College-University Classrooms										P				P	S	P	P	P	P	P	P		
3. INSTITUTIONAL USES																							
A - Care of the Aged	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Home for the Aged							S	S			S			P			P	P	P				
B - Care of the Young	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Agency Supervised Homes					P		S	S		P	S			P			P	P	P				
Agency-Operated Family Homes		P	P	P	P	P	P	P	P	P	P			P			P	P	P				

Agency-Operated Group Homes						S	P	P		P	P			P			P	P	P				
Childrens Homes, Orphanages							S	S			S			P			P	P	P				
Day Care Centers		S	S	S	S	S	S	S	S	P	S		3	P	S		P	P	P	P			
Institution for Child Care						S	S	S			S			P			P	P	P				
C - Care of Handicapped, Sick, Injured	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Animal Hospitals	S													S			P	P		P	P		
Birthing Center										P				P			P	P	P				
Charitable Clinics											2												
Clinics								S		P			P	P		P	P	P	P	P	P		
Convalescent Homes, Rest Homes							S	S						P			P	P	P				
Diagnostic Laboratory Treatment Facility										P				P			P	P	P				
Hospitals, Except Animal Hospitals										P				P			P	P	P				
Institution for the Handicapped							S	S		P	S			P			P	P	P				
Mental Health Facilities								S		P	S			P			P	P	P				
Nursing Homes							S	S			S			P			P	P	P				
Post-Surgical Recovery Care Center										P				P			P	P	P				
Sheltered Care Homes							S	S			S			P			P	P	P	S			
Treatment Centers for Drug Abuse								S		P	S			P			P	P	P				
C- Care of Handicapped, Sick, Injured	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Diagnostic Imaging Center										P				P			P	P	P				
Domestic Violence Shelter						P	P	P		P				P			P	P	P				
D - Care of the Physically Restrained	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Adult Detention Facilities																				P	P		
Animal Detention Facilities, with no outdoor exercise areas																	P	P		P	P		
Animal Detention Facilities, with outdoor exercise areas																	S	S		S	S		
Juvenile Detention Facilities																				P	P		
E - Care of Poor and Homeless	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	

Food Pantry								S		P	P			P		P	P	P	P	P	P		
3. INSTITUTIONAL USES																							
C - Care of Handicapped, Sick, Injured	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Ambulatory Surgical Treatment Center										P				P			P	P	P				
4. RESIDENTIAL USES																							
A - One and Two-Family Dwellings	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Dwellings, Single-Family		P	P	P	P	P	P	P		P				S	4		S	S	7	S	S	4	
Dwellings, Two-Family				S	S	P	P	P		P				P			P	P	7	4	4		
B - Multiple Family Dwellings	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Dwellings, Multiple Family						S	P	P		P	P			9			9	9	P	4	4		
Townhouses						S	P	P		P	P			9			9	9	P				
C - Rooming Houses, Bed & Breakfast Establishments	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Bed & Breakfast Establishments							S	S		S		S		1	1		P	P	P				
Group Homes for Parolees		S	S	S	S	S	S	S	S					S			S	S	S				
Lodging Houses						S	S	P		P				P			P	P	P	4	4		
Rooming Houses						S	S	P		P				P			P	P	P	4	4		
D - Transient Lodging	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Adult Hotels/Motels																	5	5	5				
Extended Stay Motel										P							P	P	P				
Hotels, Motels, Motor Hotels										S						S	P	P	P				
Motels, Hotels, Motor Hotels										S						S	P	P	P				
E - Group Quarters	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Barracks											P												
Convents, Monasteries						S	S	P		P				P									

Dormitory, Student Residence Hall						S	S	P		P				P									
Fraternities, Sororities						S	S	P		P				P									
Group Homes for Parolees		S	S	S	S	S	S	S	S					S			S	S	S				
Nunneries, Rectories						S	S	P		P				P									
Rooming Houses						S	S	P		P				P			P	P	P	4	4		
F - Manufactured Home Parks and Subdivisions	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Manufactured Homes					P				P														
Mobile Homes									P														
5. STORE AND OFFICE USES																							
A - Food, Beverage Retail Sales	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Bakery Products Sales													3	2	P	P	P	P	P				
Candy Confectionery Sales													3	2	P	P	P	P	P				
Catering Services										P			P		P	P	P	P	P	P	P		
Dairy Products														2	P	P	P	P	P				
Grocery Stores, Supermarkets								S	S					2	P	P	P	P	P				
Liquor Stores														2	P	P	P	P	P				
Roadside Markets																	P						
Specialty Food Shops													3	2	P	P	P	P	P				
B - Textiles, Apparel Retail Stores	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Apparel Shops													3	2	2	P	P	P	P				
Dressmaking, Tailor Shops													3	2	P	P	P	P	P				
Dry Goods, Piece Goods Stores																P	P	P	P				
Shoe Stores													3	2		P	P	P	P	P	P		
C - Household Goods, Retail Stores	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Appliance Stores																P	P	P	P				
Awning, Tent, Canvas Products Sales																P	P	P	P	P	P		

Draperies, Curtains, Upholstery														1	P	P	P	P					
Floor Covering Stores															P	P	P	P	P	P			
Furniture Stores															P	P	P	P					
Hardware Stores															P	P	P	P					
Heating Plumbing Equipment Sales															P	P	P	P	P	P			
Home Improvement Center															P	P	P	P	P	P			
Lumber Yards, Building Materials																P	P		P	P			
Paint, Glass, Wallpaper Stores														2	P	P	P	P	P	P			
Radio,. Television Stores															P	P	P	P					
D - Specialty Shops - Retail Sales	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**	
Adult Media Stores																	5	5	5				
Antique Stores															1	P	P	P	P				
Art Supplies, Craft Stores										P				2	S	P	P	P	P				
Book, Stationery Stores, Newsstands										P			3	2	P	P	P	P	P				
Cameras, Photographic Supplies										P			3	2	1	P	P	P	P				
Candle Shops															1	P	P	P	P				
China, Glassware, Metalware Stores															2	P	P	P	P				
Cigar, Tobacco Products Sales										P				2	P	P	P	P	P				
Drug Stores								S	S	P			3	2	P	P	P	P	P				
Electrical Supply Sales																P	P	P	P				
Farm Supply Stores																P	P	P	P				
Florist Shops													3	2	P	P	P	P	P				
Garden Supply Stores															P	P	P						
Gift Shops													3	2	P	P	P	P	P				
Greeting Card Shops													3	2	P	P	P	P	P				
Gun Shops																P	P	P	P				
Hobby Shops, Toy Stores													3	2	P	P	P	P	P				
Jewelry Stores, Watch Repair													3	2	P	P	P	P	P				

Kennels, with no outdoor exercise areas																P	P		P	P			
Kennels, with outdoor exercise areas																S	S		S	S			
Knit Goods Shops												3	2	P	P	P	P	P					
Leather Goods Shops												3	2	2	P	P	P	P					
Linen Supply Stores														2	P	P	P	P					
Media Shops														12	12	12	12	12					
Merchandise Vending Machine Sales																P	P	P					
Monument Sales																P	P	P					
Music Stores, Record Shops													2		P	P	P	P					
Optical Goods, Hearing Aids Sales													2	1	P	P	P	P					
Other Specialty Shops, N.E.C.															P	P	P	P					
Pet Shops															P	P	P	P					
Pharmacy								S	S	P			3	S	P	P	P	P	P				
Pottery, Ceramic Products Sales													3	2	2	P	P	P	P				
Professional Office Furniture Sales																			P	P			
Record Shops, Music Stores													2		P	P	P	P					
Sex Shops																5	5	5					
Sexually Oriented Entertainment Business																5	5	5					
Sporting Goods, Bicycle Sales															P	P	P	P					
Tree Sales, Nurseries, Greenhouses																P	P		P	P	P		
Video Sales and Rental Stores														P	P	P	P	P					
E - Professional Services and Supplies	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Accounting, Auditing, Bookkeeping													P	P	11	P	P	P	P	P	P		
Advertising Services													P	P		P	P	P	P	P	P		
Animal Breeding Services																				P	P		
Auction Houses																	P	P	P	P	P		
Banking Services													3	P	11	P	P	P	P	P	P		
Barber Shops, Beauty Shops								S	S		S		3	2	P	P	P	P	P	P	P		

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Blueprinting and Photocopying												P	P		P	P	P	P	P	P	
Building Construction Services																P	P	P	P	P	
Business Management Consulting												3	P	11	P	P	P	P	P	P	
Cabinet making, woodworking, furniture repair													S			P	P	S	P	P	P
Carpentry Services																P	P		P	P	
Collection Services													P		P	P	P	P	P	P	
Commercial Printing Services												P	P		P	P	P	P	P	P	
Commodity Contract Brokers													P		P	P	P	P	P	P	
Computer Services												P	P	2	P	P	P	P	P	P	
Credit Services												3	P		P	P	P	P	P	P	
Currency Exchanges									P			P	P	P	P	P	P	P	P	P	
Dental Services													P	11	P	P	P	P	P	P	
Detective and Protective Services													P		P	P	P	P	P	P	
Diaper Services													P	1		P	P	P	P	P	
Dry Cleaning Services						S	S	S	P			3	P	P	P	P	P	P	P	P	
Duplicating, Mailing Services												P	P		P	P	P	P	P	P	
Educational and Research Services									P	P		P	P		P	P	P	P	P	P	
Electrical Repair Service												P			P	P	P	P	P	P	
Electrical Services												P	P		P	P	P	P	P	P	
Employment Services													P		P	P	P	P	P	P	
Engineering, Architectural Services												3	P	11	P	P	P	P	P	P	
Equipment Rental , Leasing Services												3				P	P	P	P	P	
Exterminating-Pest Control Services												P	P		P	P	P	P	P	P	
Financial Services												3	P	11	P	P	P	P	P	P	
Fuel Oil Service																P	P	P	P	P	
Government Services										P		P	P	11	P	P	P	P	P	P	P
Home Maintenance Services													P		P	P	P	P	P	P	
Horticultural Services	P											P				P	P	P	P	P	P

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Insurance Services													3	P	11	P	P	P	P	P	P	P
Laundering Services							S	S	S	P			3	P	P	P	P	P	P	P	P	
Legal Services														P	11	P	P	P	P	P	P	
Linen Supply Services													3		2	P	P	P	P	P	P	
Linen Supply Stores															2	P	P	P	P			
Massage Therapy Studio																P	P	P	P	P	P	
Medical, Health Services								S		P				P	11	P	P	P	P	P	P	
Miscellaneous Services N.E.C.																P	P	P	P	P	P	
News Syndicate Services														P		P	P	P	P	P	P	
Outdoor Advertising Services																	P	P	P	P	P	
Packing and Crating Services													P				P	P	P	P	P	P
Painting, Decorating Services															1	P	P	P	P	P	P	
Photofinishing Services													P	P		P	P	P	P	P	P	
Photographic Services													P	P	P	P	P	P	P	P	P	
Plumbing, Heating Services																	P	P	P	P	P	
Professional Supply Repair Services																P	P	P	P	P	P	
Radio, Television Repair Services																P	P	P	P	P	P	
Real Estate Services														P	11	P	P	P	P	P	P	
Research and Testing Services										P			P	P		P	P	P	P	P	P	
Savings and Loan Associations													3	P	P	P	P	P	P	P	P	
Security and Commodity Services														P		P	P	P	P	P	P	
Shoe Repair Services													3	2	P	P	P	P	P	P	P	
Sign Painting Services																	P	P	P	P	P	
Stenographic Services														P		P	P	P	P	P	P	
Tile Abstracting Services														P		P	P	P	P	P	P	
Trade Supply Sales-Service																P	P	P	P	P	P	
Trading Stamp Services																P	P	P	P	P	P	
Transfer Services													P				P	P	P	P	P	P

Travel Arranging Services													3	2	2	P	P	P	P	P	P	
Veterinarian Services	S													S		P	P	P	P	P	P	
Welding Services																	P	P		P	P	
Well Drilling Services																	P	P		P	P	
Window Cleaning Services																P	P	P	P	P	P	
F - Motor Vehicle, Boat, Aviation Sales	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**
Aircraft Sales and Service													P							P	P	
Automobile and Accessories Sales																	P	P	P	P	P	
Automobile Engine Electrical System Diagnostic Services													P		P	P	P	P	P	P	P	
Automobile Rental Service													3	2			P	P	P	P	P	
Automobile Repair Shops																	P	P	P	P	P	
Automobile Service Stations													S			P	P	P	P	P	P	
Boat Sales, Service, Rental																	P	P	P	P	P	
Bus Sales Service																	P	P		P	P	
Camping, Recreational Equipment Sales																P	P	P	P	P	P	
Car Wash																S	P	P	P	P	P	
Farm Machinery Sales and Service																	P	P		P	P	
Manufactured Home Sales																	S	S		P	P	
Marine Craft and Accessory Sales																	P	P	P	P	P	
Mobile Home Sales																	S	S		P	P	
Motor Vehicle Sales, Service N.E.C.																	P	P		P	P	
Motorcycle Sales and Service																	P	P	P	P	P	
Ski Mobile Sales, Service																	P	P	P	P	P	
Tires, Batteries, Accessories Sales																	P	P	P	P	P	
Truck Rental Service													3				P	P	P	P	P	
Truck Sales and Service																	P	P		P	P	
Truck Stops, Truck Plazas																	P	P		P	P	
Truck Wash																	P	P		P	P	

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G - General Item Stores, Retail Sales	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Convenience Establishments								S	S					2	P	P	P	P	P			
Convenience Establishments, Beer & Wine Only															P							
Department Stores																P	P	P	P			
General Merchandise Stores																P	P	P	P			
Mail Order Houses																P	P	P	P	P	P	
Variety Stores																P	P	P	P			

H - Office Uses	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Offices								S					3	P	11	P	P	P	P	P	P	P
Offices, College/University				S		S	S	S														

I - Wholesale Trade	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Wholesale Sales Establishments													1				1	1	1	P	P	P

6. BASIC INDUSTRY, UTILITY, DEFENSE USES

A - Communication, Defense, Utilities	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Electricity Generation Plant										P			P							P	P	
Electricity Regulating Substations	P	P	P	P		P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Electronics Assembly Plants													P				P	P	P	P	P	
Flammable Liquid Pipelines	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Gas Production Plants													P							P	P	
Gas Regulatory Stations	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Irrigation Channels	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Military Bases, Storage Depots											P		P							P	P	
Military Communication Centers											P		P							P	P	
Nuclear Power Plant																					P	
Radio, Television Stations-Towers										P							P	P	P	P	P	
Refuse Disposal Services																	S	S		S	S	

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Sanitary Landfills																					S	
Sewage Lift Stations	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Sewage Treatment Plants										S	S		S	S	S	S	S	S		P	P	S
Solid Waste Disposal Area																					S	
Steam and Heat Transfer Planets										P									P	P		
Telecommunication Antenna Facilities	S	S	S	S	S	S	S	S	S	10	S		10	10	10	10	10	10	10	10	10	10
Telegraph Message Centers										P			P	P		P	P	P	P	P	P	P
Telephone Exchange Stations										P			P	P		P	P	P	P	P	P	P
Telephone Exchange Substations	P	S	S	S	S	S	S	S	S	P	P		P	P	P	P	P	P	P	P	P	P
Telephone Relay Towers										P			P	P		P	P	P	P	P	P	P
Utility Conduits, Lines, Pipelines	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Water Pressure Control Stations	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Water Purification Plants	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
Water Storage Reservoirs	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P
B - Laboratories	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**
Laboratory, Agricultural																				P	P	
Laboratory, Chemical																					P	
Laboratory, Dental and Medical								S						P				P	P	P	P	
Laboratory, Electronics																				P	P	
Laboratory, Materials Testing																				P	P	
Laboratory, Psychological								S						P			P	P	P	P	P	
Laboratory, Radioactive Materials																					P	
C - Resources Production and Extraction	**A**	**R1A**	**R1B**	**R1C**	**R1H**	**R-2**	**R3A**	**R3B**	**R-4**	**S-1**	**S-2**	**S-4**	**S-5**	**C-1**	**C-2**	**C-3**	**B-1**	**B-2**	**B-3**	**M-1**	**M-2**	**W-1**
Agriculture	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P
Fish Hatcheries, Poultry Hatcheries																	P	P		P	P	
Forestry	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P
Mining, Quarrying																				S	S	

7. MANUFACTURING USES	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Apparel, Fabrics, Leather Industries																				P	P	
Asphaltic Concrete Plants																					S	
Chemicals and Allied Industries																					P	
Fabricated Metal Industries																				P	P	
Food and Kindred Industries																					P	
Furniture and Fixtures Industries																				P	P	
Lumber and Wood Industries																				P	P	
Miscellaneous Manufacturing N.E.C.																					P	
Paper and Allied Products Industry																				P	P	
Petroleum Refining, Related Uses																					P	
Primary Metal Industries																					P	
Printing, Publishing, Allied Uses										P			P	P			P	P	P	P	P	
Professional, Scientific Industries																				P	P	
Rubber and Plastic Industries																					P	
Secondary Manufacturing Assembly Plants																						S
Stone, Clay, Glass Industries																					P	
Textile Mill Products Industries																				P	P	

8. STORAGE USES	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Agricultural Products Storage													P							P	P	S
Aircraft Storage													P							P	P	P
Alcoholic Beverage Storage													P							P	P	S
Automobile Salvage and Junk Yards																					P	
Camping Equipment Storage													P							P	P	P

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Cemeteries	S	S	S	S		S	S	S	S		P						P					
Chemical, Plastic Products Storage													P							P	P	8
Columbarium	S	S	S	S	S	S	S	S	S													
Composting Facility											P									P	P	
Crematories														S			S	S	S	S	S	
Food, Tobacco Products Storage													P							P	P	8
Marine Craft Storage, Marinas													P							P	P	P
Metal Products Storage													P							P	P	P
Mini Warehouses													P				S	S	S	P	P	S
Motor Vehicle Storage										P			P				P	P	P	P	P	P
Non-hazardous Storage, College/University				S		S	S	S														P
Other Storage N.E.C.																					P	
Parking Lot, College/University				S		S	S	S														
Parking Lot, Commercial										P	P		P	S	S	P	P	P	P	P	P	P
Parking Lot, Noncommercial	S	S	S	S	S	S	S	S	S	P	P	S	P	S	P	P	P	P	P	P	P	P
Petroleum Products Storage													P							P	P	8
Railroad Marshaling Yards																				P	P	P
Recreational Equipment Storage													P							P	P	P
Stockyards																					P	
Textile Products Storage													P							P	P	8
Towing Services																2	2	2	2	1	P	
Wood Products Storage, Including Paper													P							P	P	8

9. OTHER USES, NOT ELSEWHERE COVERED																						
	A	R1A	R1B	R1C	R1H	R-2	R3A	R3B	R-4	S-1	S-2	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1
Airports and Landing Fields	S									S	S		P	S		S	S	S		S	S	
Other Uses Not Elsewhere Classified																					P	
Refractory Lined Pit Burners																				S	S	

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1009 WRIGHT ST
BLOOMINGTON IL 617016743

1102 S MAIN ST
BLOOMINGTON IL 61701

1106 S EAST ST
BLOOMINGTON IL 617016711

908 S EAST ST
BLOOMINGTON IL 61701

PO BOX 363
BLOOMINGTON IL 617020363

1007 S EAST ST
BLOOMINGTON IL 617016708

1103 S EAST ST
BLOOMINGTON IL 617016710

1010 S EAST ST
BLOOMINGTON IL 61701

1006 S EAST ST
BLOOMINGTON IL 617016709

32 COUNTRY CLUB PL
BLOOMINGTON IL 617013402

1005 S EAST ST
BLOOMINGTON IL 617016708

1005 SOUTH WRIGHT STREET
BLOOMINGTON IL 61701

1101 S EAST
BLOOMINGTON IL 61701

1012 S EAST ST
BLOOMINGTON IL 61701

1003 S EAST ST
BLOOMINGTON IL 617018702

1008 S EAST ST
BLOOMINGTON IL 617016709

1007 S EAST
BLOOMINGTON IL 61701

1111 S WRIGHT ST
BLOOMINGTON IL 61701

911 WRIGHT ST
BLOOMINGTON IL 617016741

1013 S WRIGHT ST
BLOOMINGTON IL 61701

1107 S WRIGHT ST
BLOOMINGTON IL 61704

911 S East St
Bloomington IL 617016706

209 Niccolls St
Bloomington IL 617016728

1104 S EAST
BLOOMINGTON IL 61701

1018 S MAIN
BLOOMINGTON IL 61701

247 S SYCAMORE ST
EL PASO IL 61738

904 S East St
Bloomington IL 617016707

905 WRIGHT ST
BLOOMINGTON IL 617016741

1011 S EAST
BLOOMINGTON IL 61701

1004 S EAST ST
BLOOMINGTON IL 617016709

32 COUNTRY CLUB PL
BLOOMINGTON IL 617013402

909 S EAST ST
BLOOMINGTON IL 61701

902 S EAST ST
BLOOMINGTON IL 617016707

1102 S MAIN ST
BLOOMINGTON IL 617016754

1014 S East St
Bloomington IL 617016709

1001 S WRIGHT
BLOOMINGTON IL 61701

308 W STEWART ST
BLOOMINGTON IL 617016678

107 E MILLER
BLOOMINGTON IL 61701

1710 E COLLEGE
NORMAL IL 61761

708 S MERCER AVE
BLOOMINGTON IL 617015706

1108 S EAST ST
BLOOMINGTON IL 617016711

1102 S EAST
BLOOMINGTON IL 61701

503 W MILLER ST
BLOOMINGTON IL 617016533

1012 PINE MEADOWS CT
NORMAL IL 617615437

1102 S MAIN
BLOOMINGTON IL 61701

903 S EAST ST
BLOOMINGTON IL 617016706

1013 S EAST ST
BLOOMINGTON IL 617016708

1007 WRIGHT ST
BLOOMINGTON IL 617016743

1110 S MAIN ST
BLOOMINGTON IL 61701

1011 Wright St
Bloomington IL 617016743

207 E BUCHANAN ST
BLOOMINGTON IL 617016703

204 FAIRWAY DR
BLOOMINGTON IL 617012109

1105 WRIGHT ST
BLOOMINGTON IL 617016745

708 S MERCER AVE
BLOOMINGTON IL 617015706

1106 S WRIGHT ST
BLOOMINGTON IL 61701

1010 WRIGHT ST
BLOOMINGTON IL 617016744

810 WRIGHT ST
BLOOMINGTON IL 617016740

1303 WRIGHT ST
BLOOMINGTON IL 617016749

1110 S WRIGHT ST
BLOOMINGTON IL 617016746

902 WRIGHT ST
BLOOMINGTON IL 617016742

2806 HENDRIX DR
BLOOMINGTON IL 617045633

1012 SOUTH WRIGHT STREET
BLOOMINGTON IL 61701

1102 WRIGHT ST
BLOOMINGTON IL 617016746

1108 WRIGHT ST
BLOOMINGTON IL 617016746

302 E MILLER
BLOOMINGTON IL 61701

1008 WRIGHT ST
BLOOMINGTON IL 61701

1006 Wright St
Bloomington IL 617016744

109 E OLIVE ST
BLOOMINGTON IL 61701

912 Wright St
Bloomington IL 617016742

105 S BELLEMONT RD
BLOOMINGTON IL 617014304

302 E MILLER
BLOOMINGTON IL 61701

Bloomington, IL 61701

37 Sunset Road
Bloomington, IL 61701

NATIONAL JAPANESE DOGWOOD

Lavus-Hicksii

Feather Reed Grass

DURA-HEAT RIVER BIRCH

PROPOSED PARKING LOT

S WRIGHT STREET

E MILLER STREET

3 NATIONAL JAPANESE DOGWOOD

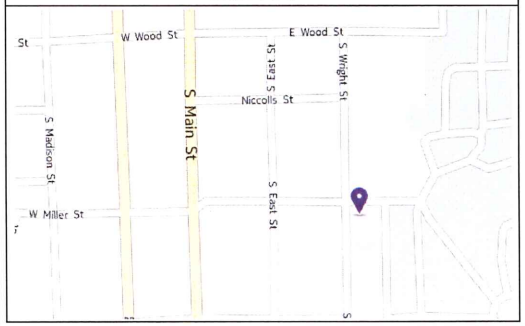
30 HICKS YEW

1 DURA-HEAT RIVER BIRCH

LEGEND

- LAWN
- CONCRETE
- MULCH
- PAVERS

SITE MAP



SITE LOCATION

NOTES

EXISTING OAKS ALONG CURRENT PROPERTY LINE WILL BE TRANSPLANTED

ALL LAWN AREAS WILL BE SOD

MULCH WILL BE INSTALLED 3 INCHES THICK IN LANDSCAPE BEDS AS SHOWN

ALL NEW PLANTINGS WILL BE HIGH QUALITY NURSERY STOCK

SEE MAP FOR PROJECT LOCATION

	1	DURA-HEAT BIRCH
	5	FEATHER REED GRASS
	2	NATIONAL DOGWOOD
	30	HICKS YEW

PLANT SCHEDULE

EVERGREEN MEMORIAL CEMETERY
302 E MILLER ST
BLOOMINGTON, IL

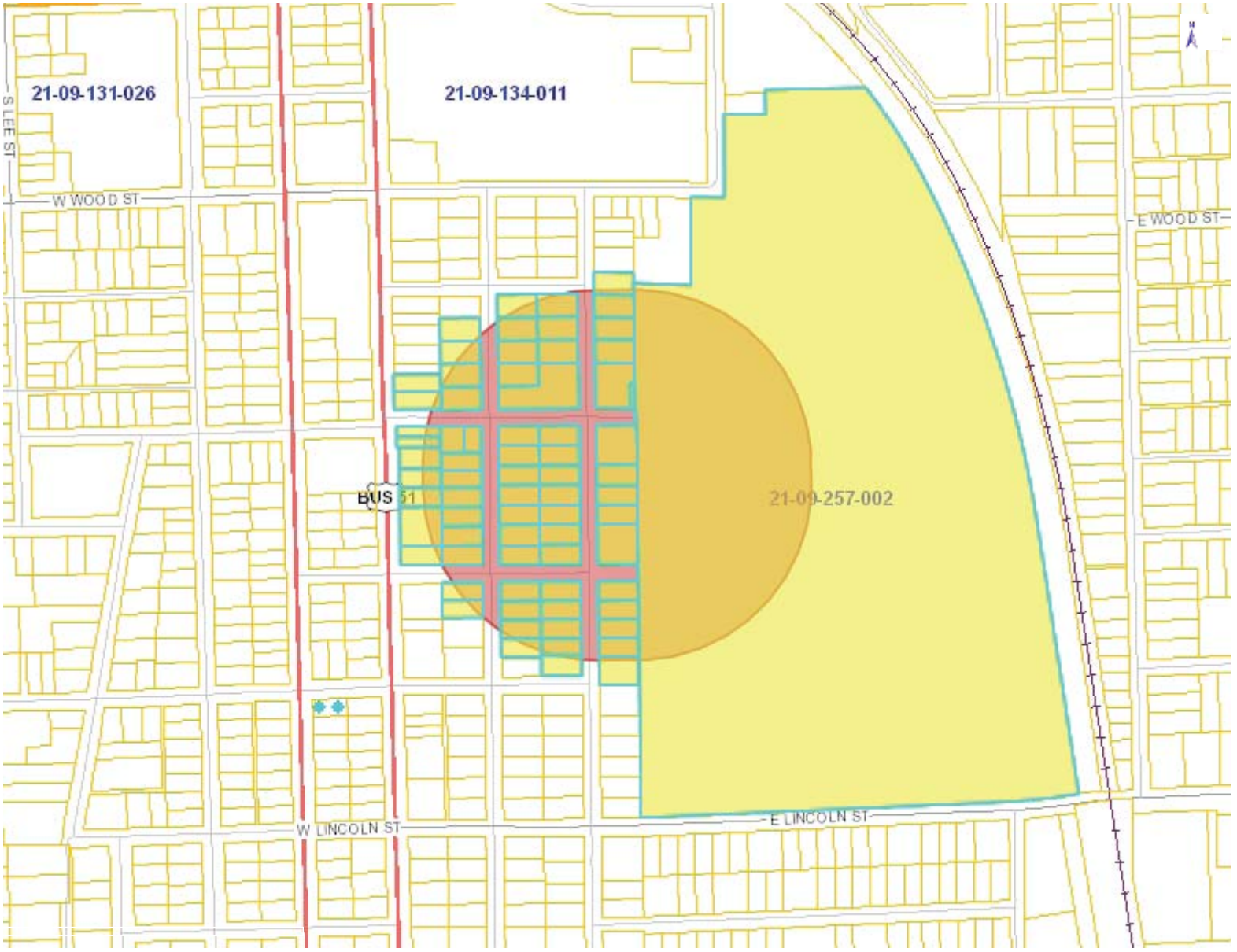
BELLAS LANDSCAPING

SCALE: 1 INCH EQUALS 12 FEET
DRAWN BY: MITCH
CHECKED BY:
DATE: 3/3/14
DATE OF PRINT:

PROJECT NO.: EVERGREEN
SHEET NO.:

Powered by DynaSCAPE

1006 Wright, 500 Feet from property line, Mailing



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
  - PAVED
  - UNPAVED
- City_Streets
  - ALLEY
  - CITY_ARTERIAL
  - CITY_COLLECTOR
  - CITY_STREET
  - PRIVATE_STREET
- Railroad
- County

0 0.11 0.2 Miles

1: 6,836

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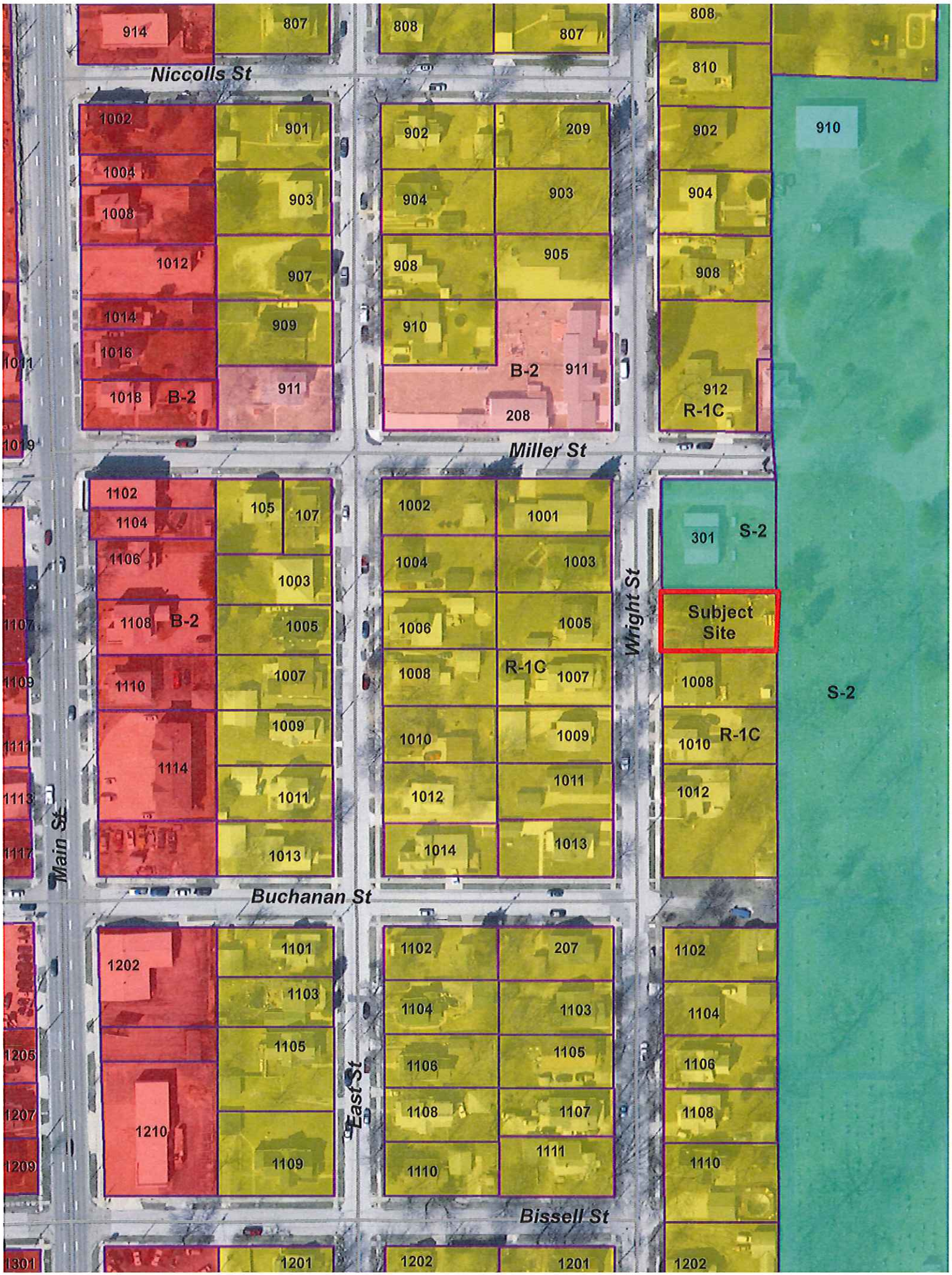
Notes

Printed June 20, 2014


Niccolls St
Miller St
Buchanan St
Bissell St
Main St
East St
Wright St
914
807
808
807
808
810
902
910
1002
901
902
209
1004
903
904
903
904
1008
1012
907
908
905
908
1014
909
910
911
912
1016
1018
B-2
911
B-2
208
R-1C
1019
1102
105
107
1002
1001
301
S-2
1104
1004
1003
1106
1003
1108
B-2
1005
1006
1005
Subject Site
1107
1110
1007
1008
R-1C
1007
1008
S-2
1109
1009
1010
1009
1010
R-1C
1111
1114
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1113
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1117
1202
1101
1102
207
1102
1103
1104
1103
1104
1205
1105
1106
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1106
1207
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1108
1107
1108
1109
1111
1209
1110
1110
1301
1201
1202
1201
1202

Miller St
Wright St
100
50
115
115
56.57
56.57
113.4
58.16
55
1001
1003
1005
1007
1009
301
1006
1008
1010
1
2
3
4
5
1

FOR COUNCIL: July 28, 2014

SUBJECT: Downtown Transportation Hubs – Changes for the 2014 - 15 School Year

RECOMMENDATION/MOTION: Discussion only.

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 Downtown Traffic Committee held a meeting on June 25, 2014 to discuss the issues surrounding the vehicle for hire hubs in downtown. There have been issues with towed vehicles in those areas.

In attendance were Downtown Business Association Executive Director Tricia Stiller, Public Works Director Jim Karch, Assistant Police Chief Clay Wheeler, Engineering staff and myself.

Options

Options to address this issue were discussed. There were a number of ideas presented including:

- Better signage
- Valet service potential
- Moving hub(s) to single, central location; not safe for citizens
- Parking decks
    - Concerns regarding Market Street state of disrepair; people find it uninviting
- Downtown ambassador program
    - Ms. Stiller said they are discussing this; would provide volunteers to assist and direct people day and night
- Marketing Efforts
    - Work with local businesses to communicate hubs to patrons

Incremental Steps

The committee decided to proceed in the following ways:

- Create a better sign to draw attention to hubs using the universal tow-zone sign
- If the signs are not successful on their own, stripe/paint pavement to delineate spaces
- Create signs/posters that can be posted at businesses; work with Communications Manager Nora Dukowitz to help market and do a big push about the hubs through social media and downtown businesses

Signs

The signs were created several weeks ago. They are double in width from the standard sign and bright red and white. We will install them in twelve (12) spots at the three (3) hubs:

* Front Street, south side from Lee Street to Madison Street
* Washington Street, south side from Center Street to Main Street
* Main Street, east side from Market Street to Mulberry Street

Downtown businesses, as well as the police department, have expressed that the signs are easy to see, read and understand.

Next Steps

- Striping/pavement markings in these hubs. The committee recommends white dashes, or blue or yellow stripes. Obviously, because these spaces are open during the day, we cannot merely delineate them as taxi lanes or tow away zones in their entirety.
- PR campaign focusing on citizen safety in conjunction with the DBA
- Continue to research other ideas/community solutions

The committee agreed that this is not an easy fix, but the universal tow-away picture signs are a good first step.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Downtown Traffic Committee

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

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

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Photo

VEHICLE
FOR HIRE
PARKING
ONLY
10PM TO 3AM
THURSDAY
FRIDAY
SATURDAY
TOW AWAY ZONE
NOTICE
TOW-AWAY
ZONE
AFTER 10PM

ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

JULY 28, 2014

ADDITION TO CONSENT AGENDA

Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*

FOR COUNCIL: July 28, 2014

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved $5,017,509.06, (Payroll total $2,350,346.75, PCard total $159,958.79, and Accounts Payable total $2,507,203.52).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of July 28, 2014

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/18/2014	$ 265,592.72	$ 82,694.71	$ 348,287.43
7/24/2014	$ 1,321,657.15	$ 326,522.80	$ 1,648,179.95
7/25/2014	$ 259,473.23	$ 80,334.54	$ 339,807.77
7/18/2014	$ 12,209.33	$ 1,862.27	$ 14,071.60
Off Cycle Adjustments	$ -	0	$ -
		PAYROLL GRAND TOTAL	**$ 2,350,346.75**

ACCOUNTS PAYABLE

Date	Bank	Total	
7/28/2014	AP General	$	2,409,933.08
7/28/2014	AP Comm Devel	$	47,882.10
7/28/2014	AP IHDA	$	-
7/28/2014	AP Library	$	44,388.34
7/28/2014	AP MFT	$	-
7/16/2014	Off Cycle Check Runs	$	5,000.00
	AP GRAND TOTAL	**$**	**2,507,203.52**

PCARD

Date	Total	
06/03/2014-07/01/2014	$	159,958.79
PCARD GRAND TOTAL	**$**	**159,958.79**

WIRES

Date	Total
WIRE GRAND TOTAL	

TOTAL DISBURSEMENTS TO BE APPROVED: $ 5,017,509.06

Respectfully,

Patti-Lynn Silva
Director of Finance