

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, JULY 14, 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 Office – Police Patrol Officer Brandt Parsley**
7. **Consent Agenda**
 - A. **Council Proceedings of June 23, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of June 23, 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. **Request for Proposal (RFP) and Agreement with Republic Services/American Disposal Services of Illinois for the Disposal of Spoils from Excavations. (Recommend 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.)**

- D. 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. (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.**
- E. Request to Approve a Budget Amendment to Account 10015110 - 70220 in the General Fund and approve Request for Proposals (RFP) for the Dry Sprinkler System Architectural and Engineering Services at the Police Department Parking Garage. (Recommend that the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 70220 in the General Fund be passed and the RFP be awarded to Henneman Engineering Inc. in the amount of \$11,700, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- F. Request for Proposals (RFP) for Architectural and Engineering Services at the Lincoln Street Garage. (Recommend 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.)**
- G. Contract with Laborers International Union Local 362 Support Staff effective from May 1, 2013 through April 30, 2015. (Recommend that the Contract be ratified.)**
- H. Financial Advisory Agreement. (Recommend 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.)**
- I. Project Agreement between Miller Park Zoo and Illinois Department of Natural Resources (IDNR) for Illinois Public Museum Capital Grant Program Award. (Recommend 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.)**
- J. Resolution Regarding Temporary Closing of a Portion of a State Right of Way (Rt. 51 between Jefferson and Monroe) for the Bloomington Jaycee Criterium. (Recommend that the Resolution be adopted.)**
- K. 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. (Recommend that the Ordinance be passed.)**
- L. Suspension of Ordinances to Allow Consumption of Alcohol at Lincoln Park on July 26, 2014 for an event titled Taste of Summer (Recommend that the Ordinance be passed.)**

- M. Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington Davis Lodge on August 15, 2014. (Recommend that the Ordinance be passed.)**
- N. Application of LSF5 Cowboy Holdings, LLC, d/b/a Lone Star Steakhouse & Saloon, (LSSS), located at 903 IAA Dr., for a RAS liquor license. (Recommend 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.) Change of corporate ownership.**
- O. Application of Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license. (Recommend that an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, be created, contingent upon compliance with all applicable health and safety codes.)**
- P. 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. (Recommend 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.)**
- Q. Text Amendment to Chapter 35 Regarding the Composition of the Police Department. (Recommend that the Ordinance be passed.)**
- R. Petitions from CarMax Auto Superstores Inc. for approval of an Easement Vacation and an Easement Dedication located in Lot 2, JOS Subdivision. (Recommend that the Vacation and Dedication be approved and the Ordinances passed.)**
- S. Acceptance of Deed for Lot 22, Tenth (10th) Addition to Hawthorne Commercial Park Subdivision. (Recommend that the land be accepted and the deed recorded.)**

8. Regular Agenda

- A. 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. (Recommend that the Ordinance be passed, and the Mayor and City Clerk be authorized to execute the necessary documents.) (20 minutes)**

- B. Bloomington Comprehensive Master Plan – Existing Conditions Analysis**
 - a. Presentation by Vasudha Pinnamaraju, MCRPC Executive Director
 (20 minutes)**
 - b. Discussion (15 minutes)**
- C. Professional Engineering Services Agreement with Hanson Professional
 Services Inc. for Development of a Streets Master Plan. (Recommend 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.) (20 minutes)**
- D. Draft City Sidewalk Master Plan**
 - a. Presentation (15 minutes)**
 - b. Discussion (15 minutes)**
- E. Text Amendment to Chapter 2. Administration, regarding Public Comment
 at Meetings. (Recommend that the Ordinance be passed.) (15 minutes)**
- 9. City Manager’s Discussion**
- 10. Mayor’s Discussion**
- 11. City Aldermen’s Discussion**
- 12. Executive Session – cite section**
- 13. Adjournment**
- 14. Notes**



FOR COUNCIL: July 14, 2014

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:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for June 23, 2014

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.

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, June 23, 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.

Alton Franklin, 508 Patterson Dr., addressed the Council. He had recently taken a family trip for his brother's graduation and marriage. He cited the importance of family. There was a habit that he found annoying: individuals who talk but do not follow through. The Council talks but nothing has been done about the budget. The City needed to do with less.

Patricia Marton, 1114 E. Grove St., addressed the Council. She had attended the Mayoral Open House. She addressed bullying and harassment. She expressed her appreciation for the feedback received. She had researched these issues online. Both children and adults have been victims of same. There were educational opportunities on this subject worldwide. These behaviors were harmful and/or offensive. She cited conversations with Town of Normal staff. She thanked the Council for their approval of her appointment to the Beautification Committee.

The following was presented:

SUBJECT: Council Proceedings of June 9, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of June 9, 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 9, 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 Fazzini, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of June 9, 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 June 19, 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 Fazzini, seconded by Alderman Schmidt 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 the Illinois Housing Development Authority (IHDA) Grant Fund 2250 and Accept Funding from the IHDA's Abandoned Properties Program (APP)

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to both the revenue and expenditure accounts in the IDHA Grant Fund 2250 be passed, and the Resolution adopted accepting funding in the amount of \$52,455.06 from the IHDA for the APP.

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: Council approved the City's \$75,000 application to the Illinois Housing Development Authority (IHDA) in November 2013, for the Abandoned Properties Program. In April 2014, IHDA announced that the City had been awarded \$52,455.06.

IHDA recently introduced the Abandoned Properties Program (APP) grant for counties and municipalities within the State of Illinois. Grant funds may be used for securing, maintaining, demolishing or rehabilitating abandoned homes. These grant funds will help offset City General Fund dollars expended for Code Enforcement and/or Community Development Block Grant Funds expended for Demolition activities.

Community Development currently has six to eight (6 - 8) vacant, deteriorated properties that have been identified for demolition. Average demolition cost is \$20,000 per property. Buildable lots are then deeded over to Habitat for the construction of new affordable housing, on a scattered site basis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The revenue and expenditures for this grant were not budgeted in FY 2015, as at the time of application, the City was unsure of be awarded funding. The receipt of these funds in the amount of \$52,455.06 will help offset some of the General Fund and CDBG monies expended on the maintenance of abandoned properties / lots; i.e. grass / weed abatement, securing a property, demolition. All revenue and expenditures will be tracked under project code 56000 and the City will not incur any costs related to this grant.

Respectfully submitted for Council consideration.

Prepared by: Sharon A. Walker, Code Enforcement Division Manager

Reviewed by: Frank Koehler, Interim Director - PACE

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 2014 - 27

A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM.

WHEREAS, the City of Bloomington (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor or City Manager of the Sponsor and the City Clerk of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor or City Manager and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PASSED BY THE CITY OF BLOOMINGTON CITY COUNCIL, STATE OF ILLINOIS AND APPROVED BY ITS MAYOR THIS 24TH DAY OF JUNE, 2014.

APPROVED:

Tari Renner, Mayor

INCUMBENCY CERTIFICATE

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:
Tari Renner	Mayor
Tracey Covert	City Clerk

Dated: June 24, 2014

CITY OF BLOOMINGTON, an Illinois
municipal corporation

By: Tracey Covert
City Clerk/Secretary

ORDINANCE NO. 2014 – 61

**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

WHEREASE, 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 23rd day of June, 2014.

APPROVED the 24th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Ordinance Amending the Budget Ordinance to add Funds to Both the Revenue and Expenditure

Accounts in the IDHA Grant Fund 2250 be passed, and the Resolution adopted Accepting Funding in the Amount of \$52,455.06 from the IHDA for the APP.

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 accept the 2014 Edward Byrne Memorial Grant (JAG) and Approve a Budget Amendment to Account 10015110 - 79134 in the General Fund under Police - JAG Grant Expenditures

RECOMMENDATION/MOTION: That the 2014 Edward Byrne Memorial Justice Grant in the amount of \$42,492 be accepted, the agreement with the Town of Normal and the County of McLean be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and that the Ordinance Amending the Budget Ordinance to add funds to Account 10015110 - 79134 in the General Fund be passed.

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

STRATEGIC PLAN SIGNIFICANCE: Grant money allows city services to be delivered in the most cost-effective, efficient manner without over spending from the budget.

BACKGROUND: Staff recommends acceptance of federal grant money from the 2014 Edward Byrne Memorial Justice Grant (JAG) in the amount of \$42,492 to be shared with the Town of Normal per the intergovernmental agreement. The Town of Normal will receive \$10,480 and the City will receive \$32,012. The monies for the City would be used for equipment to enhance both public and officer safety.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The budgeted revenue for FY 2015 is \$35,000 under Police - Jag Grant (10015110 - 53155). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 213. City staff is requesting to use \$32,012 of grants funds for the purchase of additional equipment which will be utilized by the Police Department. Contingent upon the budget amendment being approved, the purchases will be from 10015110 - 79134 (Police - JAG Grant expenditures).

Respectfully submitted for Council consideration.

Prepared by: Marsha Ulrich, Office Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(PARTIALLY EXECUTED COPY OF GRANT DOCUMENT ON FILE IN CLERK'S
OFFICE)

ORDINANCE NO. 2014 – 62

**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 23rd day of June, 2014.

APPROVED the 24th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the 2014 Edward Byrne Memorial Justice Grant in the amount of \$42,492 be accepted, the Agreement with the Town of Normal and the County of McLean be approved, the Mayor and City Clerk be

authorized to execute the necessary documents, and the Ordinance Amending the Budget Ordinance to Add Funds to Account 10015110 - 79134 in the General Fund 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: Approval HGAC (Houston Galveston Area Council) Joint Purchasing Group Application

RECOMMENDATION/MOTION: Recommend that Council approve the completion and submission of the HGAC Joint Purchasing Application, 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: Staff is seeking permission to complete and submit the above referenced application which, upon approval by the HGAC, will allow us to participate in joint purchases through their group.

The following is the list of “Joint Purchasing Groups” to which the City belongs and has used in the past:

1. US Communities
2. National Joint Powers Alliance (NJPA)
3. Northwest Suburban Purchasing Cooperative (NSPC)
4. State of Illinois Joint Procurement Bulletin
5. The Cooperative Purchasing Network (TCPN)
6. NIPA National
7. Intergovernmental Purchasing Alliance (NIPA)
8. Suburban Purchasing Cooperative (SPC)

Chapter 16, Section 50 of the City Code allows the use of joint purchases. Numerous units of local government, (cities, villages, towns, counties, park districts, school districts, etc.) in Illinois belong to this group. Staff understands that any purchase made through a joint purchasing group

is still subject to requirements of the City Code such as levels of City Manager and City Council approval.

Utilizing an existing joint purchase contract will allow the City to purchase equipment, such as firefighting apparatus, which meets City specifications in a time sensitive and economical manner. Bids historically save money as a result of competition but they require a substantial amount of time. Staff time is needed to develop the bid and there is a significant delay between the bid notice and approval of the award by the Council. Participation in joint purchase groups save both time and money and allow City staff to efficiently utilize their time on other matters.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Les Siron, Deputy Fire Chief.

FINANCIAL IMPACT: There is no cost to participate in this joint purchase program.

Respectfully submitted for Council consideration.

Prepared by: Jon C. Johnston, Procurement Manager

Reviewed by: Patti-Lynn Silva, Director of Finance

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

(PARTIALLY EXECUTED COPY ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Schmidt that Council approve completion and submission of the HGAC Joint Purchasing Application, 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: Request to Approve a Budget Amendment to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the Bloomington Center for the Performing Arts (BCPA) Fund and that Council Retroactively Authorize the Purchase of Vests and Accessories as the New Uniform for the BCPA Volunteers

RECOMMENDATION/MOTION: That the Ordinance Amending the Budget Ordinance to add funds to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the BCPA Fund be passed, the purchase of 238 vests, ties and scarves from RLP Uniforms & Corporate Apparel, Plukemin, NJ plus minimal alterations work be approved, in the amount of \$11,599.12, and the Procurement Manager be authorized to issue a Purchase Order in the amount of \$9616.31 for the vests with the balance to be used for ties, scarves and alterations.

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 BCPA is requesting to purchase vests, ties and scarves as the new uniform for the BCPA volunteers using privately raised donation funds which can only be spent on designated items for the BCPA Volunteers.

Through a partnership with State Farm and their Good Neighbor Grant program, the BCPA has already received \$11,599.12 in donations. The BCPA is currently expecting an additional \$6,500 in Good Neighbor grants. These donations have come with the stipulation that the money can only be used for purchases related to the BCPA volunteers, at their discretion. The BCPA volunteers have determined that they wish the money to be spent on purchasing vests as a newly adopted uniform as well as ties (for the men) and scarves (for the women) to augment the black pants and white shirts/blouses which each volunteer provides themselves.

Minor vest alterations are also considered in this request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The new uniform items and alterations will cost approximately \$11,599.12. There is currently \$11,599.12 in available funds in the BCPA—State Farm Grant-account (1001-26025) with another \$6500.00 anticipated. The BCPA is requesting to move the money already received, to pay for the uniform items. Contingent upon the budget amendment being approved, the purchase will be from the BCPA—Uniforms Supplies and Maintenance account (10014125-71030-20000) with the expense being offset by the money being moved from BCPA- State Farm Grant - Account (1001-26025) to BCPA- Other Private Grants - Account (10014125-57350-20000). Stakeholders can locate this in the Proposed FY 2015 Budget Book titled “Budget & Overview General Fund” on page 184.

Respectfully submitted for Council consideration.

Prepared by: Tina Salamone, Performing Arts Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 63

**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 23rd day of June, 2014.

APPROVED the 24th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Ordinance Amending the Budget Ordinance to Add Funds to Accounts 10014125-71030-20000 and 10014125-57350-20000 in the BCPA Fund be passed, the Purchase of 238 Vests, Ties and

Scarves from RLP Uniforms & Corporate Apparel, Plukemin, NJ plus minimal alterations be approved, in the amount of \$11,599.12, and the Procurement Manager be authorized to issue a Purchase Order, in the amount of \$9,616.31 for the Vests with the balance to be used for Ties, Scarves and Alterations.

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: Analysis of Bids and Approval of the FY2015 Emergency Utility Repair Contract, City Bid 2015-05

RECOMMENDATION/MOTION: That the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY2015 Emergency Utility Repair contract is \$500,000. A list of projects completed under the previous fiscal year contract is attached.

Bids for the FY2015 Emergency Utility Repair contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. One bid was received and opened in the City Council Chambers. A bid tabulation had been provided to the Council. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Stark Excavating, Inc.	\$381,650
Budget	
Storm Water	\$250,000
Sanitary Sewer	\$200,000
Water	<u>\$50,000</u>
Total Budget	\$500,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Emergency Utility Repair is appropriated in the FY 2015 Budget in the accounts listed below. Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 137, 129 and 116 respectively.

Storm Water-Emergency Storm Sewer Repair (53103100 - 70552)	\$250,000
Sanitary Sewer-Emergency Sewer Repair (51101100 - 70551)	\$200,000
Water Transmission & Dist.-Repair Maint Infrastructure (50100120 - 70550)	<u>\$ 50,000</u>
Total Contract:	\$500,000

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project 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

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the prices from Stark Excavating, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of the FY 2015 Utility Maintenance Contract, City Bid 2015-04

RECOMMENDATION/MOTION: That the prices from George Gildner, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY 2015 Utility Maintenance contract is \$500,000. A list of projects completed under the previous fiscal year contract is attached.

Bids for the FY 2015 Utility Maintenance contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. Two bids were received and opened in the City Council Chambers. The bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.*	\$367,500
Stark Excavating, Inc.	\$381,650

Budget

Storm Water	\$200,000
Sanitary Sewer	\$200,000
Water	<u>\$100,000</u>

Total Budget	\$500,000
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***Low bid**

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Utility Maintenance is appropriated in the FY 2015 Budget in the accounts listed below. Stakeholders can locate this in the FY 2015 Proposed Budget Book titled “Other Funds & Capital Improvement Program” on pages 137, 129 and 116 respectively.

Storm Water - Repair Maintenance Infrastructure (53103100 - 70550)	\$200,000
Sanitary Sewer - Repair Maintenance Infrastructure (51101100 - 70550)	\$200,000
Water Transmission & Dist. - Repair Maintenance Inf. (50100120 - 70550)	<u>\$100,000</u>
Total Contract:	\$500,000

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project 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

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the prices from George Gildner, Inc. be accepted, in the amount of \$500,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of the FY 2015 Grading & Seeding Contract, City Bid 2015 - 08

RECOMMENDATION/MOTION: That the prices from George Gildner, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service, and Objective 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: This contract includes grading, shaping, seeding, fertilizer application, erosion control installation and other related work on City owned properties. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for the FY 2015 Grading & Seeding contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. Three bids were received and opened in the City Council Chambers. The bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

George Gildner, Inc.*	\$84,500
Stark Excavating, Inc.	\$90,675
Rowe Construction Company	\$103,200
Budget	
Storm Water	\$50,000
Sanitary Sewer	<u>\$50,000</u>
Total Budget	\$100,000

*** Low bid**

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Grading and Seeding is appropriated in the FY 2015 Budget in the accounts listed below. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Fund & Capital Improvement Program” on pages 137 and 129 respectively.

Storm Water-Grading and Seeding (53103100 - 70580)	\$ 50,000
Sanitary Sewer-Grading and Seeding (51101100 - 70580)	\$ 50,000
Total Contract:	\$100,000

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project 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

Motion by Alderman Fazzini , seconded by Alderman Schmidt that the prices from George Gildner, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of the FY 2015 Small Area Street Resurfacing Contract, City Bid 2015 - 09

RECOMMENDATION/MOTION: That the prices from McLean County Asphalt, Inc. be accepted, in the amount of \$1,000,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The contract will focus on small patching areas along major City streets as directed by the City Council. This is done when the work is beyond the capability of City crews to respond because of lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for this contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. Two bids were received and opened in the City Council Chambers. The bid tabulation is attached. The majority of this contract is intended to be used during the current construction season. Since all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

McLean County Asphalt, Inc.*	\$689,590
Stark Excavating, Inc.	\$762,500
Rowe Construction Company	\$860,000
Total Budget	\$1,000,000

***Low bid**

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Funding for this contract was appropriated in the FY 2015 Adopted Budget under Capital Improvement - Street Construction & Improvements (40100100 – 72530 - 40600). The \$1,000,000 is projected to be generated from the newly implemented Local Motor Fuel Tax in FY 2015.

Respectfully submitted for Council consideration.

Prepared by:	Russel C. Waller, P.E., Project 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

(CONTRACT ON FILE IN CLERK'S OFFICE)

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the prices from McLean County Asphalt, Inc. be accepted, in the amount of \$1,000,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of the FY 2015 Emergency Traffic Signal Repair Contract, City Bid 2015 - 07

RECOMMENDATION/MOTION: That the prices from Bodine Electric of Decatur, Inc., Decatur, IL be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are emergencies, and other related emergency work on City electric and traffic signal facilities. Emergencies primarily include signal equipment damage or knockdowns from accidents or storms. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached

Bids for the FY 2015 Emergency Traffic Signal Repair contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. One bid was received and opened in the

City Council Chambers. A bid tabulation is attached. Since the project involves repair of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Bodine Electric of Decatur

\$48,007

Budget

\$100,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Emergency Traffic Signal Repair is budgeted in the FY 2015 Budget under Engineering - Contracted Traffic Signal Repair (10016210 - 70662). Stakeholders can locate this in the FY 2015 Proposed Budget Book titled "Budget Overview & General Fund" on page 297.

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project 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

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the prices from Bodine Electric of Decatur, Inc., Decatur, IL be accepted, in the amount of \$100,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids and Approval of the FY 2015 Traffic Signal Maintenance Contract, City Bid 2015 - 06

RECOMMENDATION/MOTION: That the prices from Bodine Electric of Decatur, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are not emergencies, and other work on City electric and traffic signal facilities. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. A list of projects completed under the previous fiscal year contract is attached.

Bids for the FY 2015 Traffic Signal Maintenance contract were received until 1:30 p.m. Monday, June 9, 2014 in the office of the City Clerk. One bid was received and opened in the City Council Chambers. The bid tabulation is attached. Since the project involves repair of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

Bodine Electric of Decatur	\$43,507
Budget	\$100,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on May 28 and June 2, 2014 and a pre-bid meeting was held at 10:00 a.m. on June 2, 2014 in the Public Works Department Conference Room.

FINANCIAL IMPACT: Traffic Signal Maintenance is budgeted in the FY 2015 Budget under Engineering - Contracted Traffic Signal Repair (10016210 - 70662). Stakeholders can locate this is the FY 2015 Proposed Budget Book titled “Budget Overview & General Fund” on page 297.

Respectfully submitted for Council consideration.

Prepared by: Russel C. Waller, P.E., Project 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

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the prices from Bodine Electric of Decatur, Inc. be accepted, in the amount of \$100,000 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Contract with Laborers International Union Local 362 Inspectors

RECOMMENDATION/MOTION: That the Contract be ratified.

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

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

BACKGROUND: On October 16, 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 at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On May 15, 2014, the parties reached Tentative Agreement on the issues listed below. The Union has ratified the Tentative Agreement.

Leave Time

- Addition of Restricted Duty Language.
- Eliminate payment of Personal Convenience Leave for probationary employees.
- Modification of Sick Leave Abuse Language.
- Running FMLA concurrent with Sick Leave.
- Eliminate monthly Sick Leave paid into the RHS for employees hired after June 23, 2014.

Wages

- May 1, 2013 wage increase by 2.25% with retroactivity.
- May 1, 2014 wage increase by 2.25% with retroactivity.
- \$500 Signing Bonus.

Miscellaneous Items

- Update hours of work language.
- Update Discipline and Voluntary Requests for Assistance Language.
- Limitation on Tuition Reimbursement.
- Establishment of procedure for call-in lists.
- Use of full-time date of hire for calculation of benefits.
- Addition of Language on Paycheck Distribution.
- Addition of standard Subcontracting Language.
- Effective May 1, 2014 the annual payment of \$250 for safety equipment and logo apparel.

Term of Agreement

- Two 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 Inspector employees.

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

- Increase in wage tables for by 2.25% effective May 1, 2013. Increase in wage tables for by 2.25% effective May 1, 2014. Estimated cost of these wage increases during the term of the contract, excluding longevity increases, is approximately \$55,500.
- The cost of the \$500 one-time signing bonus is \$7,000.
- The annual cost for payment of \$250 for safety equipment and logo apparel is 3,750.

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 Fazzini, seconded by Alderman Schmidt 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: Suspension of Ordinances to Allow Consumption of Alcohol at Lake
Bloomington Davis Lodge on July 12, 2014

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 David and Vicki Vela to allow moderate consumption of alcohol at their July 12, 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 David Vela, husband and requestor's representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. David Vela, husband, addressed the Commission. Mr. Vela stated that the wedding reception was scheduled for July 12, 2014 at the Lake Bloomington Davis Lodge. The plan included seventy-five to a hundred (75 – 100) guests. Mr. Vela added A Renee, located at 306 N. Center St., Suite 102, would be retained to provide liquor service, which would be limited to beer and wine only. The wedding reception would commence at 5:00 p.m. and would end at 11:00 p.m. Quite hours begin at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of David and Vicki Vela to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their July 12, 2014 wedding 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: Craig Cummings, Director of Water

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 – 64

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, David and Vicki Vela are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 4:00 p.m. to 11:00 p.m. on July 12, 2014; and

WHEREAS, David and Vicki Vela have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Davis Lodge on July 12, 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 23rd day of June, 2014.

APPROVED the 24th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Schmidt 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 Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd., for 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 (change of ownership)

RECOMMENDATION/MOTION: That an RAS liquor license for Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd, 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 by Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd., for 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 Ashley Fleming, Store Manager and Harlan Powell, Webster Powell PC, legal counsel and Applicant's representatives.

Commissioner Renner opened the liquor hearing and noted that this application involved a change of corporation from GMRI, Inc. to Red Lobster Hospitality, LLC. Commissioner Renner requested that the Applicant's representative address this application.

Harlan Powell, Webster Powell PC, legal counsel and Applicant representative, addressed the Commission. This application represented the first part of a two (2) part transaction. Darden owned a number of brands. Darden which owned GMRI, Inc. was transferring its Red Lobster holdings to Red Lobster Hospitality, LLC. Once these transactions were completed Red Lobster Holdings, LLC would be sold to Golden Gate. Golden Gate was a separate standalone entity.

Commissioner Renner questioned business operations. Ashley Fleming, Store Manager and Applicant representative, addressed the Commission. She stated that it would be business as usual.

George Boyle, Asst. Corporation Counsel, noted that Mr. Powell labeled this application as the first part of a two (2) part transaction. Mr. Powell noted that Webster Powell's role was to effectuate this application (i.e. from GMRI, Inc. to Red Lobster Hospitality, LLC). All of the existing Red Lobster restaurants must be held by Red Lobster Hospitality, LLC. Upon completion of these transactions, Golden Gate Partners will purchase Red Lobster Hospitality, LLC.

Mr. Boyle informed Mr. Powell that Golden Gate Partners would have to apply for a liquor license. Mr. Powell acknowledged same. He anticipated another appearance before the Commission in the near future.

Commissioner Jordan questioned if there were any legal issues. He noted that this would involve a second transaction.

Mr. Powell restated that the first step was for the current license to GMRI, Inc. to be inactivated. He hoped that the Commission and Council would agree to grant a new liquor license to Red Lobster Hospitality, LLC. He restated that once all of the Red Lobster restaurants were transferred to Red Lobster Hospitality, LLC, then Golden Gate would purchase Red Lobster Hospitality, LLC. The goal was to complete the work in the next sixty to ninety (60 – 90) days.

Commissioner Jordan questioned BASSET training. He also questioned if the new ownership would bring any changes/new ideas.

Ms. Fleming restated that it would be status quo at the restaurant. Mr. Powell added that Red Lobster would retain existing management, staff and menu. There would be no change visible to the public.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an RAS liquor license for Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd., 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 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 an RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Schmidt that an RAS liquor license for Red Lobster Hospitality, LLC, d/b/a Red Lobster #0130, located at 714 Eldorado Rd, 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 HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., 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 regarding a consolidation to HOA Restaurant Holder, LLC (change of ownership)

RECOMMENDATION/MOTION: That an RAS liquor license for HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., be created contingent upon compliance with all health safety codes.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the notification by Hooters of Bloomington, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., 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 regarding a consolidation to HOA Restaurant Holder, LLC. 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 Harlan Powell, Webster Powell PC, legal counsel and License holder's representative.

Commissioner Renner opened the liquor hearing and requested that the License holder address this notification. Harlan Powell, Webster Powell PC, legal counsel and License holder's representative, addressed the Commission. He described this item as internal company housekeeping. Each Hooter's restaurant had been placed in a separate LLC. It had become too difficult to administer same. The plan was to place all of the Hooters restaurants under one (1) corporate umbrella, HOA Restaurant Holder, LLC. There would be no change to the general public.

Commissioner Tompkins questioned if the local management would remain the same. Mr. Powell responded affirmatively. The corporate ownership remained the same. The local Hooters would be held by a different LLC.

City staff informed the Commission that a liquor license was held by the corporate entity. This change of corporation would require the creation of a new liquor license.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an RAS liquor license for HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., 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 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 an RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Fazzini, seconded by Alderman Schmidt that an RAS liquor license for HOA Restaurant Holder, LLC, d/b/a Hooters, located at 409 N. Hershey Rd., be created contingent upon compliance with all health 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: Lake Bloomington Lease Transfer Petition for Lot 3, Block 1 of Camp Kickapoo, from Danny H. LeSeure to Shannon S. Duvendack

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

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

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

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 3, Block 1 of Camp Kickapoo, from Danny H. LeSeure to Shannon S. Duvendack. The first sewage disposal system inspection was completed in mid-May of 2014. The septic system appears to be functioning normally at this time. The age of the sewage disposal system is unknown. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20-25) years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a positive financial impact in that the current lease uses the old formula, (\$0.15 per \$100 of Equalized Assessed Value) for determining the

Lake Lease Fee. This will change to the current formula of \$0.40 per \$100 of EAV. With this lake lease transfer, the lake lease formula will generate about \$804 per year in lease income. This lake lease income will be posted to the Lake Lease revenue account (50100140 – 57590).

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from FOB Development, Inc., Requesting Approval of a Final Plat for the Empire Business Park Subdivision, Seventh (7th) Addition, commonly located at Trinity Ln. and Galena Rd., north of Empire St.

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed subject to Petitioner compliance with the Tap-on Fee/Performance Bond Memorandum prior to recording.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses.

BACKGROUND: This subdivision is located south of Golden Eagle South Subdivision, west of Airport Park Subdivision, north of Empire St., and east of Airport Rd. The Final Plat is in conformance with the Second Revised Preliminary Plan approved by Council on December 14, 2009. The parcel is located at the northwest corner of Trinity Ln. and Galena Rd., north of the Advocate BroMenn Medical Office Building. A Gold's Gym health club is planned for the new lot.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: FOB Development and the Farnsworth Group.

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

Respectfully submitted for Council consideration.

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

Reviewed by: Jim Karch, 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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes F.O.B. Development, Inc. 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, is are a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as: Empire Business Park Seventh Addition;
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Empire Business Park Seventh Addition Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: William C. Wetzel,
Its Attorney

ORDINANCE NO. 2014 - 65

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
EMPIRE BUSINESS PARK SEVENTH ADDITION SUBDIVISION**

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

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

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

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

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

1. That the Final Plat of the Empire Business Park Seventh Addition Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. Prior to the recording of the Final Plat, all City requirements in regards to the City's acceptance and filing of final plats must be completed, including but not limited to the posting of final plat payment, the provision of a performance and workmanship bond; the provision of an adjacent substandard roadway improvement guarantee, and related security documents and reserves, and any other fees or charges paid as provided by City Code, making of any required public land dedications or cash contribution in lieu thereof and obtaining and filing with the City of any off-site easements or right-of-way for public improvements serving the site.
3. The Final Plat will expire if not recorded within 90 days as provided by City Code.
4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 23rd day of June, 2014.

APPROVED the 24th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Description of Property

A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Lot 5 in Empire Business Park Third Addition recorded June 26, 2012 as Document No. 2012-15866 in the McLean County Recorder's Office. From said Point of Beginning, thence west 170.00 feet along the South Line of said Lot 5 to the Southwest Corner thereof, said Southwest Corner being on the East Line of Lot 7 in Empire Business Park Fourth Addition recorded July 19, 2013 as Document No. 2013-18632 in said Recorder's Office; thence south 81.86 feet along said East Line of Lot 7 which forms an angle to the right of 90°-00'-00" with the last described course to the Southeast Corner of said Lot 7; thence west 241.17 feet along the South Line of said Lot 7 which forms an angle to the right of 270°-00'-00" with the last described course; thence south 307.75 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the North Line of Lot 2 Empire Business Park First Addition recorded December 21, 2009 as Document No. 2009-38806 in said Recorder's Office; thence east 436.92 feet along said North Line of Lot 2 which forms an angle to the right of 90°-00'-00" with the last described course to the West Line of Trinity Lane; thence northerly 221.11 feet along said West Line of Trinity Lane being the arc of a curve concave to the east with a radius of 945.00 feet and the 220.61 foot chord of said arc forms an angle to the right of 83°-17'-49" with the last described course to a Point of Tangency; thence north 170.51 feet along said West Line which forms an angle to the right of 186°-42'-11" with the last described chord to the Point of Beginning.

PIN: A Part of 15 – 31 -351 - 006

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the Final Plat be approved and the Ordinance passed subject to Petitioner compliance with the Tap-On/Performance Bond Memorandum prior to recording.

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: Advertisements for the Bloomington Center for the Performing Arts (BCPA) in *The Pantagraph*

RECOMMENDATION/MOTION: That formal bid process be waived, the advertising contract with The Pantagraph be approved, in the amount of \$38,000, and the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy, Goal 5. Great place – livable, sustainable City, and Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 3e. Strong working relationship among the City, businesses, economic development organizations, Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents, Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: The Parks, Recreation & Cultural Arts Department requests permission to allow for the purchasing of \$38,000 in advertisements to promote the programming of the BCPA in *The Pantagraph* of Bloomington, Illinois, from May 2014 - April 2015. A waiver from the bidding process is requested as *The Pantagraph* is the only major daily newspaper publishing for a general audience in Bloomington-Normal. As such, *The Pantagraph* provides the only practical solution to promoting BCPA and Parks, Recreation & Cultural Arts Department events and activities in the printed media to a broad audience.

As a result of the annual contract the ads will be billed at a rate of \$37.11 per column inch daily and \$42.27 for Sunday, which is reduced from the standard rate of \$60.54 daily/\$68.83 Sunday. These rates are the same as rates for 2013 - 2014 and reflect a forty-two percent (42%) discount from standard published rates, and will be leveraged where possible for the rest of PR&CA advertising.

As a media sponsor of the BCPA's 2014 - 15 season, the BCPA will receive additional promotion of its events, including an additional forty-eight inches (48") of advertising for each of three (3) sponsored shows, plus promotion of BCPA programs through online contests sponsored by The Pantagraph.

Staff respectfully requests the formal bidding process be waived to allow for these advertisements to be purchased.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The BCPA Box Office requests information from patrons about where they heard about a show at each ticket transaction. Print media – primarily *The Pantagraph* – consistently ranks high on that list.

FINANCIAL IMPACT: The \$38,000 was appropriated in the FY 2015 Budget under BCPA-Advertising (10014125-70610-20000). Stakeholders can locate this in the FY 2015 Proposed Budget document titled “Budget Overview & General Fund” on page 184.

Respectfully submitted for Council consideration.

Prepared by: Erin Mangian, Marketing Mgr., Parks, Rec. & Cultural Arts

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

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

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

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

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 28

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF ADVERTISING FOR THE BCPA FROM THE PANTAGRAPH AT A PURCHASE PRICE OF \$38,000

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 Advertising for the BCPA at a Purchase Price of \$38,000.

ADOPTED this 23rd day of June, 2014.

APPROVED the 24th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(PARTIALLY EXECUTED COPY OF CONTRACT ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

Alderman Black noted that the City planned to spend \$38,000 with the Pantagraph for advertising events at the Bloomington Center for the Performing Arts, (BCPA). He questioned if the Pantagraph was the right medium. He expressed his opinion that there were better ways to spend these dollars. He had requested data from City staff and was not convinced.

Mayor Renner questioned Alderman Black's reasoning.

Alderman Black expressed his opinion that the Pantagraph was expensive. He questioned online versus print advertising. He remained unconvinced that the Pantagraph was a good investment.

Mayor Renner noted that alternative methods of advertising were used. He cited Facebook as an example. He questioned if Alderman Black believed that the City should offer more online advertising.

Alderman Black struggled with the \$38,000 figure. He questioned the total marketing budget for the BCPA.

Alderman Painter expressed her support for Alderman Black's comments. The Pantagraph was not good value. She cited personal experience. Pantagraph advertising was not effective in her opinion. She believed that there were other more effective avenues. She also stated that the Pantagraph's rates were expensive.

Alderman Stearns recommended that the City not spend these dollars on advertising. The City should save these dollars. She questioned the amount spent last year. She also questioned the total amount spent with the Pantagraph.

Mayor Renner cited that there were required legal notices that were published in the Pantagraph.

David Hales, City Manager, added that there were notices which were mandated by law.

Alderman Stearns questioned the Pantagraph's print circulation. Individuals made use of the City's web site. She cited the volume of email. The community knew about the BCPA's performance season. The amount of this contract was excessive. Individuals could utilize the Pantagraph's GO Section to know what events were being offered at the BCPA.

Alderman Lower expressed support for self-sufficiency. He believed that there needed to be Council discussion regarding same. He also believed that the Pantagraph's rates were expensive.

Alderman Schmidt expressed here appreciation to City staff for their response to this question. She noted that Tina Salamone, Performing Arts Manager, and Erin Mangian, Marketing Manager, were in attendance at this evening's meeting.

Mr. Hales commended City staff for their response.

John Kennedy, Parks, Recreation & Cultural Arts Director, addressed the Council. He acknowledged that an avenue to market shows at the BCPA would be to utilize free sources of marketing such as radio, the Pantagraph's GO section, social media, etc. Paid Pantagraph advertising was based upon a show's expected demographics.

Erin Mangian, Marketing Manager, addressed the Council. She noted that the Pantagraph was just one (1) avenue. There were times when the show and/or the artists did their own promotion. City staff considered a variety of genres. Feedback was obtained from the ticket audience. Marketing involved a mixture of media. The most important thing was for the City to be consistent. Patrons have told BCPA staff at the point of sale and at post show surveys that the Pantagraph came in second to the BPCA's Season brochure as the source for show information.

Online advertising is used to reach new customers. Social media can be organic (i.e. free) or paid. In addition, there was email marketing. She noted that this year's agreement with the Pantagraph will allow BCPA staff to select print and/or online advertising based upon the anticipated audience. She restated that the BCPA utilized print and digital forms of advertising.

Alderman Black thanked City staff for the clarification. He still questioned the \$38,000 cost.

Ms. Mangian informed the Council that the BCPA would host an estimated thirty-five (35) shows. There could be three (3) different runs per show, (i.e. Thursday's GO Section, Sunday – highest readership, and another weekday).

Alderman Fruin expressed his appreciation for the discussion. The discussion should be broader, (i.e. how to advertise/market the BCPA). The Council needed to consider the big picture. The Council needed information regarding the history of marketing/advertising at the BCPA and what City staff believed had worked.

Alderman Mwilambwe noted the number of shows and the dollar amount, \$38,000. The amount seemed reasonable. In addition, the BCPA would also utilize online advertising. His job responsibilities included programming at Illinois State University. Marketing/advertising was not an exact science. He was impressed with City staff's answer. They were trying to select the best medium.

Alderman Stearns questioned the BCPA's advertising budget. Ms. Mangian stated over \$70,000.

Alderman Stearns suggested coverage by local news agencies and questioned the need for advertising. Ms. Mangian stated that the City could not rely on the local news agencies. There were no guarantees. Paid advertising guaranteed placement and City staff controlled the message.

Alderman Painter questioned the ad size and questioned if the size selected would be noticed. Ms. Mangian noted that the size was listed in the contract, (rates is based upon column inch).

Alderman Mwilambwe noted that local news coverage was dependent upon a number of factors, (news staff interest, other news stories, available space, etc.).

Alderman Fazzini noted his familiarity with individuals who relied upon the Pantagraph.

Motion by Alderman Fazzini, seconded by Alderman Schmidt that formal bid process be waived, the advertising contract with The Pantagraph be approved, in the amount of \$38,000, and the City Manager and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: Aldermen Stearns and Painter.

Motion carried.

The following was presented:

SUBJECT: A Resolution Establishing Prevailing Wages to be Paid to Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington

RECOMMENDATION: That the Resolution be adopted.

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 Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged in such work, and shall require that all contractors of the City pay those wages to their workers.

It is now permitted for public bodies to require contractors to ascertain prevailing wages by checking with the Illinois Department of Labor and paying the most current prevailing wage, which this resolution will require if passed.

The resolution also requires contractors to submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense.

Although not required by law, the Resolution also contains language requiring contractors provide proof of participation in an apprenticeship program if the contract is in excess of \$100,000. According to the City Manager, the apprenticeship language was added by a past City Council at the request of the Trades and Labor Council.

The staff believes adoption of this resolution is in the best interests of the citizens of the City and recommends its passage and approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable. The resolution is required by state law.

FINANCIAL IMPACT: Unknown at this time.

Respectfully submitted for Council consideration.

Prepared by:

Tracey Covert, City Clerk

Reviewed by: Ernestine Jackson, Human Relations
Reviewed by: Jeffrey R. Jurgens, Corporation Counsel
Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 29

A RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS WITH THE CITY OF BLOOMINGTON

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

~~WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.~~

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the

prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, as show on the attached McLean County Prevailing Wage for June 2014, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

~~BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and~~

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 23rd day of June, 2014

APPROVED the 24th day of June, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

Alderman Fazzini stated his disagreement with City staff's response to his question. He believed that participation in the United States Department of Labor's Bureau of Apprenticeship and Training program was a hindrance to bidding. He requested that the paragraphs referencing same be removed from the Prevailing Wage Resolution.

Alderman Schmidt expressed her opinion that this language had been removed from the Prevailing Wage Resolution.

Alderman Sage recalled that the dollar figure for participation had been increased. The Council discussion included inclusion of this language as part of the competitive bidding process for larger projects.

David Hales, City Manager, believed that the language had been discussed by past Councils. In the past, the Council had been an advocate for the trades and labor. He believed that the amount had been increased from \$25,000 to \$100,000. This was a philosophical issue for the Council.

Alderman Fruin recalled the change. The Prevailing Wage Resolution was adopted annually and could be changed annually. He questioned if the City was precluding contractors and/or excluding vendors from bidding. He remembered the Council's discussion and acknowledged that the Council could revisit earlier decisions.

Mr. Hales noted that the City was required to adopt a Prevailing Wage Resolution in the month of June. It could be amended at a future date.

Mayor Renner expressed two (2) concerns: what were the benefits of this language and what were other communities adopting.

Alderman Black questioned the time line.

Jeff Jurgens, Corporation Counsel, noted that would be a Council decision.

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the amended 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 and Fruin.

Nays: Alderman Black.

Motion carried.

The following was presented:

SUBJECT: Application of GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit Dr., for an EAS 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 an EAS liquor license for GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit 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 by GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit Dr., for an EAS 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 Rob Lehman, Vice President of Concessions, Carmike Cinemas, Inc., and Harlan Powell, Webster Powell PC, legal counsel and Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant address this application. Harlan Powell, Webster Powell PC, legal counsel and Applicant representative,

addressed the Commission. He introduced Rob Lehman, Vice President of Concessions, Carmike Cinemas, Inc. Mr. Powell informed the Commission that GKC was adopting a new business model. The Palace Cinema opened in 1999. The plan was to build a restaurant inside of the facility. Each theater would also be treated as a restaurant.

Rob Lehman, Vice President of Concessions, Carmike Cinemas, Inc., and Applicant representative, addressed the Commission. He informed them that there would be a bar area inside the building. Movie patrons could be served in the lobby bar or in the theater. Palace Cinema would continue to offer standard concessions. Mr. Lehman restated that there would be a restaurant with a bar in the lobby. Individuals would have the option of patronizing the restaurant and/or taking in a movie.

Commissioner Tompkins questioned if alcohol would be allowed in all theaters regardless of the movie's rating. Mr. Lehman responded affirmatively. There would be a manager on duty and ushers assigned to each theater.

Mayor Renner informed the Commission that this application had been discussed at the Mayoral Open House held on Friday, June 6, 2014.

Mr. Lehman informed the Commission that the AMC theater chain has been offering this level of service in its theaters across the United States. Palace represented GKC's first attempt at a dine in movie theater. Alcohol sales would be limited to single sales only.

Commissioner Jordan questioned control and underage consumption. Mr. Lehman cited lighting levels which would be above the current lighting levels in movie theaters. He cited that food service would also be available. The theater manager and ushers would periodically sweep the theaters.

Commissioner Renner questioned AMC's model. Mr. Lehman affirmed that it was the dine in theater concept. Seating would be assigned. The theaters would be set up for dining. There would be table service in the theater.

Commissioner Jordan questioned staffing levels and seating capacity. Mr. Lehman noted that the seating capacity would be reduced by fifty percent (50%). The total capacity for the entire facility would be 750 seats.

Commissioner Jordan questioned seating capacity per theater. Mr. Lehman stated 104 seats on the high end and forty-eight (48) on the low end.

Commissioner Renner restated that the current seating capacity would be reduced by fifty percent (50%). Mr. Lehman responded affirmatively. There would be tables and larger seating.

Commissioner Jordan questioned staffing levels. Mr. Lehman noted two to three (2 - 3) ushers per theater. There would also be a button to push for table service.

Commissioner Jordan questioned if the intention was to offer beer and wine only or all types of alcohol. Mr. Lehman stated all types of alcohol.

Commissioner Jordan cited past issues regarding an application for a liquor license at another movie theater. He questioned Council's reaction/opinion to liquor service in a movie theater. He expressed his concerns regarding consumption: monitoring, underage and/or over serving.

Mr. Powell readdressed the Commission. There would be customer/employee contact in the theater. There would be activity between the customers and theater staff. GKC understood that all patrons would not choose to dine in. In addition, all patrons would not order an alcoholic beverage. Individuals would enter the theater, purchase a ticket, select a seat, and order their food and/or beverage. There would be a master seating chart. The Palace Cinema's staff would know who ordered alcohol and where in the theater the alcohol should be. Identification would be checked. Movie goers who ordered alcohol would be given a wrist band. There would be a number of checks and balances.

Commissioner Jordan noted that in concept it sounded great. Some might welcome this business model to the community. For him the issue was control. He withheld an opinion citing the Council's past actions. He noted that Council's past concerns regarding the consumption of alcohol in a movie theater. He understood that there would also be a restaurant in the building so some liquor consumption would be independent of movie viewing.

Mr. Powell informed the Commission that GKC was pursuing this business model as a means of recapturing the family evening out. Consumers have been staying home to watch movies. Parents drop their children off at the movie theater. Adults could choose to dine in while their children take in a movie or it could be a family movie viewing event. GKC was responding to the changing demographics.

Commissioner Jordan questioned if GKC had selected an "R", Restaurant, license classification.

George Boyle, Asst. Corporation Counsel, addressed the Commission. GKC had applied for an "E", Entertainment, liquor license.

Commissioner Renner noted that the primary revenue stream would be ticket sales.

Commissioner Tompkins questioned internal security, (hiring back City Police Patrol Officers). Mr. Powell welcomed the Commission's feedback. GKC's goal was a hundred percent (100%) compliance. He noted the investment in the facility. The business needed to be successful. He added that the ovation dining concept had been successfully rolled out in the states of California and Florida. He did not have specific answers at this time.

Commissioner Tompkins questioned beverage service. Mr. Powell noted that the glassware for alcoholic beverages would be unique. Food would also be served on glass.

Commissioner Renner informed Mr. Powell that this application would be placed on the Council's Regular Agenda. Mr. Powell needed to attend same.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an EAS liquor license for GKC Theaters, Inc., d/b/a Carmike Palace Cinemas 10, located at 415 Detroit 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, approximately twenty-five (25) 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: Annual fee for an EAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Mayor Renner introduced this item. At the Liquor Commission meeting there were limited concerns. Representatives of Carmike Palace Cinemas addressed seating, staffing and the use of wrist bands. He noted that GKC Theaters, Inc. intended to make a \$6 million investment in this facility. This would be the first dine in theater in Central Illinois. Carmike hoped to bring back family movie night.

Alderman Fazzini noted that the seating would be reduced while staffing would be increased. The Palace would be closed for four (4) months for remodeling. He also noted that this would be the first dine in theater in the state. GKC Theaters had a good business plan. There would be a \$3 – \$6 million investment in the property. He noted that representatives for GKC were present at this evening's meeting.

Alderman Fruin addressed consistency in philosophy. He cited various entertainment venues: theaters, Downtown taverns, US Cellular Coliseum and the Castle Theater. This was a progressive concept. Alcohol would be brought into movie theaters. Management of liquor sales would be key.

Mayor Renner noted that there would be better lighting and increased staffing. He noted that the Wehrenberg theater had used a different business model. The City offered an "E", Entertainment, liquor license. The Commission had aggressively addressed liquor violations.

Alderman Schmidt had heard from concerned citizens. She questioned video gaming at the Palace Theater. She was concerned that the movie theater would have the appearance of a bar. She questioned the Liquor Commission's management of liquor licenses and establishment audits. She noted GKC's planned investment in the property.

Mayor Renner believed that the City had clear definitions. An establishment with an "R", Restaurant, liquor license, had to sell food. The Commission had followed due process.

Alderman Painter had also been contacted by concerned citizens. She noted that there were few places that one could go where alcohol was not served. She had the impression that movie theater food was snacks.

Mayor Renner stated that the Palace would offer sit down dining.

Harlan Powell, Webster Powell and attorney representing GKC, addressed the Council. He introduced Robert Lehman, GKC's Vice President – Food & Beverage, and Suzanne Miller, General Manager of the GKC theater in Rosemont, IL.

Robert Lehman, GKC's Vice President – Food & Beverage, addressed the Council. The Palace would offer a full menu: appetizers, salads, entrees and desserts.

Alderman Painter questioned if there would be limit on the number of alcohol beverages sold. Mr. Powell noted that adult beverages would be sold to one (1) person, after identification was check, and only one (1) beverage could be purchased at a time. Movie patrons would call for table service. The movie theaters would be monitored.

Alderman Stearns cited the possibility for video gaming. Mr. Powell responded negatively. GKC was not interested in video gaming. It was not part of the business concept.

Alderman Stearns noted that movie patrons would be allowed to take an alcoholic beverage into the movie theater. She questioned customer monitoring and expressed concerns regarding underage sales. She questioned if GKC had given consideration to a hire back detail with the City's Police Department. Mr. Powell stated that GKC would comply with same if the Council requested. He added that additional security could be hired if warranted.

Alderman Stearns expressed her opinion that police hire back was a good concept. She noted that Wehrenberg Theater had a hire back detail. She questioned the City's Police Department capacity for hire back details. She added her belief that this was a sad day for the City. Movie theaters were a venue without alcohol. She cited local concerns. The Liquor Commission had been aggressive but there were dangers. Liquor sales were profitable and the City would be opening the gates. This was a sad day for children.

Alderman Mwilambwe stated this was an interesting concept. He questioned the floor plan. He questioned how patrons would move through the space. A traditional theater would make underage consumption an issue.

Mr. Powell addressed the genesis of the concept. He cited movie industry trends. He cited the various entertainment platforms. This represented a family option: dinner and a movie. There would be a restaurant within the movie theater. In order for movie theaters to compete, they needed to offer something new and different. The Palace would offer state of the art sound and projection. There was nothing like it in Central Illinois.

There would be various levels of control. There would be a restaurant. Theater staff would be BASSET certified. In addition, GKC/Carmike also offered staff training. He restated that identification would be checked and an individual would only be allowed to purchase an adult beverage. Adult beverages would be poured into distinctive glassware. In the movie theater, individuals would wear wristbands. He also addressed staffing levels. The Rosemont Theater retained off duty police officers. There had not been a single issue in the last eight (8) months.

Alderman Sage was intrigued by the concept. He noted the performance of the Liquor Commission over the past year. GKC had a conceptual plan. The Commission had shared information with the Council.

Mr. Powell noted that the movie theater would be redesigned. The furnishings and seating would be changed.

Alderman Sage expressed his concern regarding over serving. He also noted that GKC would be able to install video gaming without the Council's approval.

Mayor Renner believed that the City would be able to revoke the liquor license if video gaming terminals were installed. Mr. Lehman stressed the GKC was in the business of showing movies.

Alderman Sage questioned the percentage of sales from alcohol. Mr. Powell stated from five to twenty percent (5 – 20%) based upon other locations.

Alderman Sage questioned if GKC would guarantee that liquor sales would not exceed twenty percent (20%). Mayor Renner noted that an "E" liquor license limited liquor sales to forty percent (40%).

Alderman Sage noted the community awareness of this application. He questioned other similar venues.

Mayor Renner restated GKC's investment in the property, \$3 – 6 million. Wehrenberg's plan addressed the sale of beer and popcorn. This was a different model. He recalled the original plan for the Castle Theater.

Alderman Sage questioned daily operations and hire back from the City's Police Department. He also questioned the impact on the Police Department. Mayor Renner believed that this issue would be addressed if needed.

Brendan Heffner, Police Chief, addressed the Council. He was unable to provide an estimate. There were no guidelines and the need was unknown at this time.

Alderman Lower addressed current demographics. Mr. Lehman noted that this was a difficult question to answer. The Palace Theater was a destination due to its location. Movie goers appear to be older, professionals.

Alderman Lower noted the change to the business model. Mr. Lehman stated that GKC had a family business model.

Alderman Lower stated his inclination to be business friendly. He cited his concern regarding underage individuals being exposed to alcohol consumption.

Alderman Black thanked GKC from bringing this concept to the City. It will be expensive to go see a movie at the Palace Theater. Business brings business to the community. The Council needed to move out of the way. The Liquor Commission had aggressively taken action. This would be a different entertainment venue.

Mayor Renner saw this request as consistent with the City's vision. He found GKC's model exciting.

Alderman Stearns recalled Police Chief Heffner's comments. She believed that a hire back detail would be burden on the Police Department. This could be viewed as an opportunity or as a sad day for families.

Motion by Alderman Fazzini, seconded by Alderman Black that an EAS liquor license for GKC Theatres, Inc., d/b/a Carmike Palace Cinema 10, located at 415 Detroit 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 Mwilambwe, Schmidt, Painter, Fazzini, Sage, Fruin and Black.

Nays: Aldermen Lower and Stearns.

Motion carried.

The following was presented:

Presentation Illinois High-Speed Rail – Chicago to St. Louis – Impacts to Bloomington.

Jim Karch, Public Works Director, addressed the Council. He planned to address three (3) areas: 1.) grade separation crossing; 2.) at grade crossings and 3.) fencing. The grade separation crossing involved the replacement of the Market St. bridge. Work would begin late this summer and would take one (1) year. High speed rail would bring a dramatic change to the area. He noted that the IL Department of Transportation (IDOT) would be responsible for the detours. He addressed the mural under the Market St. bridge. There were no funds to salvage same and he was unsure how it could be salvaged. There would be a new forty-four foot (44') clear span which would offer better visibility. In addition, Market St. would be expanded to three (3) lanes. This change reflected long term thinking. He restated that the budget did not include any funds for salvage.

Mr. Karch addressed at grade crossings. Here would be three (3) at grade crossings: 1.) Washington St.; 2.) Miller St.; and 3.) Six Points Rd. He cited Washington St. as an example. There would be improvements made at same. The City would partner with the railroad. The improved crossings would include pedestrian crossing to included gates and exits. He also addressed the Miller St. pedestrian crossing. In addition, street work would be completed by the railroad, (i.e. curb and gutter work and asphalt paving). There would also be changes to the vertical grade. Street work would also be completed on Six Pts. Rd. This would include at grade work in the late summer 2015. The railroad would not close two (2) consecutive crossings. He restated that the City would not be responsible for the detours.

Mr. Karch addressed fencing. The City had made a request of the railroad regarding citizen outreach. The railroad had stated that it would work with citizens. The railroad would connect existing fencing to the new fencing. Ornamental six foot (6') wrought iron fencing would be used in residential areas. Six foot (6') chain link fencing would be used in commercial areas. At intersections, the fencing would only be three feet (3') tall. There would be no cost to the City, its residents and/or businesses.

IDOT would hold a public meeting as the project effected the City, the Town of Normal and McLean County. This meeting had not been scheduled. Mr. Karch had prepared and the Council was provided with a PowerPoint presentation for this item.

David Hales, City Manager, welcomed the Council's questions. City staff had encouraged the railroad to host an open public meeting. It was hoped that IDOT and the railroad's contractors would participate in same.

Alderman Sage noted that the crossing mentioned had limited pedestrian/bicycle traffic. He noted Normal's plan to build an elevated overpass. Mr. Karch stated that an at grade crossing versus an overpass was determined by high speed rail. The City had attempted to obtain the figures.

Alderman Sage noted the pedestrian gates. He questioned at what point the plan would be determined insufficient.

Alderman Lower noted that his father had worked for the railroad. The word of caution was safety. He expressed his skepticism regarding the benefits of high speed rail for passengers. There might be a benefit for freight traffic. Citizens needed to be educated as high speed rail was more dangerous. He had seen changes made in other Illinois cities for high speed rail.

Mr. Karch informed the Council that the railroad had acknowledged that there were concerns. He noted the planned improvements and acknowledged that nothing was full proof.

Alderman Black hoped that there would be a proactive approach to address the railroad mural. The community needed to become involved in a City fundraiser. He also addressed the at grade crossing on Miller St. Mr. Karch noted that the first warning would be an audio one, then the pedestrian gates would be activated, (i.e. visual warning).

Alderman Black noted that the railroad had been a pillar of the community. Mr. Karch acknowledged the Market St. bridge rural. There would be a small retaining wall with the new bridge which would be owned and maintained by the railroad.

The following was presented:

Presentation Nicor Natural Gas Utility Tax Audit.

Mayor Renner noted that this item involved a presentation, information and discussion.

David Hales, City Manager, addressed the Council. He cited the FY 20145 Action Plan. City staff would continue revenue audits in an effort to insure the City received the revenue it was entitled to. This work was challenging but important. Nicor was selected first.

Alex McElroy, Asst. to the City Manager, addressed the Council. City staff was following through. He noted the benefits: fair thorough collections, full and complete collection prior to any increase, and changes to the City's boundaries, business growth and new residential housing. He addressed the importance of this work. There were over 35,000 accounts and City staff found 253 discrepancies. A breakdown of the results had been provided to the Council. Eight (8) new accounts were identified and forty (40) accounts were lost as they were in unincorporated McLean County.

Mr. McElroy acknowledged Troy Olson, Engineering Technician, assistance with this project. He insured that the accounts were accurate. There were technical difficulties. The mobile home parks were a challenge.

Mr. Hales stated that mistakes/errors happened. Future audits may require legal assistance. City ordinances needed to be updated. The City planned to reach out to the

community. Student interns were a possibility. Other audits were planned. There were companies that performed this service for a fee, (i.e. commission). He expressed his support for the professionalism of City staff. The work would be completed accurately. All gains would belong to the City.

Alderman Fazzini questioned the three (3) year time line. He recommended that City staff repeat this audit next year and then every three (3) years. Mr. McElroy expressed his concern regarding available resources. Mr. McElroy had prepared and Council had been provided with a copy of a PowerPoint presentation.

Alderman Mwilambwe questioned other audits. Mr. Hales cited electricity, cable, (i.e. Comcast), and sales tax. The last one would be the most complicated.

The following was presented:

SUBJECT: CIAM Management Agreement/Memorandum of Understanding

RECOMMENDATION/MOTION: Not applicable.

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

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

BACKGROUND: City staff has been working with CIAM management to address two (2) management comments raised in the Coliseum's recent audits. While the audits were clean, a 're-evaluation' of the management agreement was recommended to address certain issues. Specifically, the auditors suggested the parties address any ambiguities regarding the fifty cent per ticket parking fund allocation and the commission percentage on trades made by CIAM. To address the issues, staff is recommending, as set forth below, a Memorandum of Understanding be entered into between the parties addressing the two (2) audit comments. We have also confirmed with the auditors that such a memorandum, as outlined to them and subject to their review, will address the management comments.

(i) **Fifty Cent Parking Fund Allocation**

Based on our review, the fifty cent per ticket parking fund allocation has been an internal accounting function previously agreed to between CIAM and staff. Pursuant to Section 3.2(f) of the Management Agreement, CIAM charges a surcharge (anywhere between \$1 to \$4 based on the event) for parking. While all of the surcharge is revenue shown to the City, CIAM and City staff had previously arranged for fifty cents of the surcharge to be directly allocated into the City's parking fund. The auditors did not see this addressed in the Management Agreement and accordingly raised it as a comment. Despite the allocation not being contained directly within the Management Agreement, CIAM and previous City staff viewed this as an internal accounting

function. To address the management comment, the parties can simply enter into a Memorandum of Understanding setting forth the allocation.

(ii) CIAM Trade Commissions

On the “trade” commission issue, there was confusion as to the commissions charged in the pre-opening agreement and the various other commissions charged in the Management Agreement. However, the pre-opening agreement has expired and the provisions of the Management Agreement now control all commissions. Under the Management Agreement, CIAM is entitled to, and does, take a ten percent (10%) commission on sponsorships, suites, advertising, etc. However, CIAM also engages in “trades” (e.g., provide signage in the Coliseum to a radio station in exchange for free advertising). The exact commission on trades, however, is not clearly set forth and CIAM historically had taken only a five percent (5%) commission. All trades are given a value and staff is further recommending a memorandum of understanding be entered into with CIAM to clarify the five percent (5%) commission. The memorandum will also solidify that current practice that all sponsorships involving trades have written contracts and that a spreadsheet of all trades be maintained.

Representatives from CIAM and City staff met on Tuesday to discuss the outstanding issues and CIAM has committed to approving a Memorandum of Understanding to address the management comments.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: David A. Hales, City Manager

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

Mayor Renner introduced this item. He noted that the Council would receive an update.

David Hales, City Manager, addressed the Council. A Council Memorandum had been prepared and a draft Memorandum of Understanding was a work in progress. The City’s finance staff and Central IL Arena Management (CIAM) were addressing specific items. CIAM was allowed up to a ten percent (10%) commission. CIAM had only collected a five percent (5%) commission on trade contracts. In addition, there were cash agreements. He cited .50 parking fee as an example. He noted that all parking garages were placed in the City’s General Fund. Parking was not an Enterprise Fund. The US Cellular Coliseum (USCC) had been of benefit to the Downtown. The original goal of the

Management Agreement was for CIAM to be of assistance with USCC's maintenance. The Council would be presented with a Memorandum of Understanding in the near future.

Alderman Stearns cited her interest in transparency. CIAM was a private company that was codependent upon City funds. The City needed to understand the management fees and commissions. She cited the ten percent (10%) commission on suites and sponsorships.

Jeff Jurgens, Corporation Counsel, addressed the Council. He noted that there were various commissions contained in the agreement. Commissions were set at ten percent (10%).

Alderman Stearns had reviewed the financials. She believed that CIAM's commissions had exceeded ten percent (10%). Management fees were four percent (4%) of total revenue. She believed that the naming rights, suites, and memberships had been included in commissions and in the management fees for a total of fourteen percent (14%).

She informed the Council that she had provided specific questions to the media. She planned to provide same to the Council. *(A copy of this document is on file in the Clerk's Office.)*

Mr. Jurgens cited his work efforts with Patti Lynn Silva, Finance Director.

Alderman Stearns expressed her belief that the City had software available to audit the USCC's concessions.

Mr. Hales reminded the Council that the USCC and CIAM were audited annually. The City used the outside auditors as a resource.

Alderman Stearns cited the outside auditor's reports which stated that CIAM's commissions and fees were ambiguous. These two (2) items needed to be clearly defined. The City needed to know how the commissions and fees were calculated. She cited CIAM's salary cost, \$1.3 million. She looked forward to City staff's answers.

Mr. Hales reminded the Council that the agreement had been inherited. It would expire in the near term. Issues would be addressed and clarified. A key question was how much City staff time to spend on this issue. City staff had focused on two (2) specific issues which had been addressed by the outside auditors.

Alderman Lower expressed his expectation for professional management at the USCC. He did not believe that the City had received good value for the money spent. He requested trend analysis, (i.e. profit, loss, earnings). Both the City and CIAM could learn from same as neither party had upheld the contract. He restated his request for an in depth analysis of point of sale and a trend analysis. He was not sure what the Council was looking at. The City and CIAM needed to utilize the available software. He cited the

City's investment in the USCC. The City was requesting additional information from CIAM. He cited concern regarding return on investment.

Alderman Black expressed his appreciation for the questions raised. There needed to be Council and public feedback. There needed to be revenue accountability. He was aware that the City was under contract with CIAM. The Council needed to move forward.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, recognized Craig Cummings, Water Director. Mr. Cummings would be leaving the City on July 7, 2014 for Arlington, TX. He cited Mr. Cummings education, certifications and technical expertise. He noted the City's fire hydrant program which was a critical part of public safety. He had directed the City's Source Water Strategic Plan. The City commenced online water bill payment during his tenure. The Council also passed a drought ordinance. The City was the first recipient of the Source Water Protection award.

Craig Cummings, Water Director, addressed the Council. He thanked them and appreciated their support.

Mr. Hales recognized John Kennedy, Parks, Recreation & Cultural Arts Director. Mr. Kennedy would be leaving the City on July 3, 2014 for Gilbert, AZ. This was a large fast growing community which presented a great opportunity. He would be employed in the Parks Department. Mr. Kennedy was a motivated, high performing employee who looked to technology. He had been employed by the City since 1997. Mr. Kennedy had overseen the reorganization/merger of the Parks and Recreation Department with the Cultural District. The Parks Master Plan had been updated and two (2) neighborhood parks had been built. The City had entered into a Memorandum of Understanding with the Miller Park Zoological Society. Together a Zoo Master Plan had been completed. Mr. Kennedy had tirelessly dedicated himself to the City.

Mr. Kennedy addressed the Council. He also thanked them and appreciated their support. He cited the Parks, Recreation & Cultural Arts Department staff. This was a bittersweet moment and represented the biggest move in his life.

Mr. Hales also informed the Council that Katie Buydos, Executive Asst., had also resigned. Her last day with the City would be July 11, 2014. The City had dedicated employees. He wished these three (3) employees the best.

MAYOR'S DISCUSSION: Mayor Renner thanked those who covered meetings during his attendance at the US Conference of Mayors. Alderman Black chaired the Mayoral Open House on Friday, June 20, 2014 and Alderman Schmidt chaired this evening's Executive Session. Weather had delayed his return from Dallas, TX. He noted attendance at same, (metro small/medium size cities). He addressed a program entitled Cities 3.0 which addressed e cities, service delivery and transparency. He also cited a pothole app for smart phones.

David Hales, City Manager, addressed the Council. The Council had been provided with maps. Council input was needed regarding the \$1 million Small Area Resurfacing project. He welcomed their feedback. The Council could also contact Jim Karch, Public Works Director. City staff needed to build a list.

ALDERMEN'S DISCUSSION: Alderman Fruin noted the 4th of July celebrations. He recognized City staff's efforts regarding same.

Alderman Fazzini reminded the Council of the Economic Development Council's quarterly meeting. It would be held on Thursday, June 26, 2014 at the Illinois State University's Alumni Center.

He also requested that an Executive Session be held prior to the Council's July 12, 2014 regular meeting.

Alderman Stearns informed the Council that she held a Franklin Park neighborhood meeting. The following individuals attended same: Alderman Lower, David Hales, City Manager, Jeff Jurgens, Corporation Counsel, and Frank Koehler, Interim PACE Director. She stated her opinion that decision making should be made by the neighborhood. She cited rezoning the property located at 405 E. Locust St. She appreciated the support of Mr. Hales and Mr. Jurgens.

She restated her concerns regarding the US Cellular Coliseum (USCC) and transparency. The City needed to understand how money was spent and the USCC's profitability.

Alderman Mwilambwe informed the Council that he had attended the Juneteenth event. He noted that this was a volunteer event. It was an opportunity to represent the City.

Alderman Sage thanked David Hales, City Manager, and Jim Karch, Public Works Director, for meeting at Luther Oaks regarding Lutz Rd. work.

He also complimented City staff regarding the Miller Park Zoo. He had recently visited same. He noted the appearance, the profession staff and the junior zookeepers. There had been presentations by zoo staff and animal feedings.

Motion by Alderman Black, seconded by Alderman Fazzini, that the meeting be adjourned. Time: 9:16 p.m.

Motion carried.

Tracey Covert
City Clerk

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FOR COUNCIL: July 14, 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 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:

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

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 14, 2014

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

Attachments: Attachment 1. Agreement

Motion: Recommend 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.

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 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

REPUBLIC SERVICES, INC.

By: _____
Its Mayor

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



FOR COUNCIL: July 14, 2014

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.

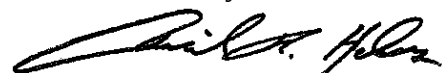
Prepared by: Jay Tetzloff, Zoo Superintendent

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

Attachments: Attachment 1. Agreement

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.

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
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 statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 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: _____
Its Mayor

ATTEST:

By: _____
City Clerk

WDM ARCHITECTS P.A.

By: _____
Its _____

By: _____
Its _____



FOR COUNCIL: July 14, 2014

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 and 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.

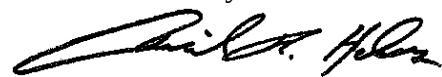
Prepared by: Derrick Hengstebeck, Interim Facilities Manager

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

Attachments: Attachment 1. Budget Ordinance amendment
Attachment 2. Exhibit 1
Attachment 3. Agreement

Motion: That the Ordinance Amending the Budget Ordinance to add funds to Account 10015110-70220 in the General Fund be passed and 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.

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
10015110-70220	General	Police-Other Professional & Technical Services	\$ 11,700
		Net Budget Increase/(Decrease):	11,700.00

**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 statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

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

Section 18. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and 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 Captions. 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

By: _____
Its Mayor

ATTEST:

By: _____
City Clerk

HENNEMAN ENGINEERING

By: _____
Its _____

By: _____
Its _____



FOR COUNCIL: July 14, 2014

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, 2014. 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

Attachments: Attachment 1. Agreement

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.

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
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 statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 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

By: _____
Its Mayor

ATTEST:

By: _____
City Clerk

CARL WALKER ENGINEERING

By: _____
Its _____

By: _____
Its _____



FOR COUNCIL: July 14, 2014

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

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 362

LABORERS INTERNATIONAL UNION

SUPPORT STAFF

May 1, ~~2009-2013~~ - April 30, ~~2013~~2015

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AGREEMENT

This Agreement made and entered into this 1st day of May, ~~2009~~2013, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 362, LABORERS INTERNATIONAL UNION (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 the economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and 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 all full-time and part-time support staff, excluding supervisors, probationary employees, temporary employees and all other employees of the City.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers Local #362.

I authorize and direct you to deduct said membership dues from the first paycheck of each month after the date this assignment is delivered to you and to remit same to the Treasurer of Laborers Local #362.

This agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of any contract year.

Date

Name

Section 2.2. Fair Share.

Non-probationary employees who are covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate 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 City from the earnings of the nonmember employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in

fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become nonmembers 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's 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 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. Forms may be obtained at the Human Resources Department. 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: If the grievance is not settled in Step 1 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 1 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.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within five (5) business days after the designated Department Head's answer in

Step 2. A meeting between the Human Resources Director, and/or his or her representative, and the Union Steward, Business Representative and/or grievant 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, 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) business days following the meeting.

Section 3.2. 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. Both the City and the Union shall have the right to strike two (2) names from the panel. 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 place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. 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. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days

following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his 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 on all parties.

Section 3.4. 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.

Section 3.5. 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 above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does

not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive except Holidays.

ARTICLE 4 STEWARD CLAUSE

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employers representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Steward will be permitted, with notification to their supervisor, reasonable time without loss of pay during working hours to process grievances.

ARTICLE 5 NO STRIKE AND NO LOCKOUT

Section 5.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing.

| Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 5.2. No Lockout.

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 6.1. Normal Workweek.

The normal workweek shall consist of forty (40) hours of work. The normal workweek for employees hired prior to December 9, 1996 is 7:00 a.m. to 4:00 p.m.; 7:30 a.m. to 4:30 p.m.; or 8:00 a.m. to 5:00 p.m. (as designated by the Department Head) Monday through Friday. These hours can be changed through mutual agreement of the employee and the Department Head. The Department Head can occasionally require an employee to work different hours on a temporary basis upon reasonable notice to the employee.

CSO Shift Bid CSO's will be able to bid shifts by seniority starting November 1st of each year, to go into effect January 1 through December 31 of the subsequent year. CSO seniority is defined as full-time continuous hire as a CSO in the Bloomington Police Department. A CSO shall have 48 hours from time of notice to a bid a shift. The hours for the front desk personnel will be established annually prior

to the bidding of the shifts on November 1st. The hours of the front desk personnel will be consistent with the Patrol shifts. Employees will work an eight (8) hour day with a paid thirty (30) minute meal break.

Section 6.2. Overtime.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours paid in excess of eight (8) hours per day or forty (40) hours per week; or in excess of five (5) consecutive days. Overtime shall be approved in advance by the employee's immediate supervisor. Overtime may be paid in compensatory time off as provided in the Fair Labor Standards Act. Compensatory time shall not be used except by mutual agreement of the employee and the Department Head.

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week or per year. Employees shall be required to work overtime in order to meet the requirements of the City.

Posted Overtime for CSO When it is known in advance there will be a need for overtime, it shall be posted. Any CSO who wishes to work the overtime posted shall place their name on the posted overtime sheet, if more than one CSO signs up for the posted overtime seniority shall be the deciding factor. CSOs must sign up for no less than four (4)

hour shifts. Any CSO who calls in sick on a their scheduled overtime assignment will not be able to sign up for overtime based on their seniority for a period of thirty (30) days. They will be required to sign up for overtime last on the seniority list. If no CSO has posted for overtime within forty-eight (48) hours of a scheduled vacancy, a CSO will be forced to work mandatory overtime.

Mandatory Overtime for CSO Posted overtime vacancies that are not signed will be filled by using reverse seniority on a rotating basis. Absences creating mandatory overtime may require a CSO to be held over for no more than four (4) hours or called in no more than four (4) hours early. CSOs may agree to work beyond the four (4) hour period.

Section 6.3. Breaks.

(a) Meal Breaks. Employees are allowed one (1) daily uninterrupted meal break of sixty (60) minutes. CSO's will have a paid thirty (30) minute meal break. Employees who are not allowed to take their full sixty (60) minute meal break will receive overtime in accordance with Section 6.2 Overtime.

(b) Work Breaks. Employees are allowed to take two (2) paid work breaks of fifteen (15) minutes during the duration of their day.

Section 6.4. Flex Time.

The decision by a Department Head, or his or her representative, to permit or not permit a covered employee to work hours other than the employee's normally scheduled hours pursuant to a request made by that employee shall not be used as the basis for establishing a past practice in that department or any other department of the City. Nothing in this Section shall be interpreted as infringing on the rights established by Article 15 Management Rights of this Agreement.

Section 6.5. No Pyramiding.

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

ARTICLE 7 WAGES AND LONGEVITY

Section 7.1. Wages.

(a) Effective May 1, ~~2009~~2013, the straight time hourly wage rate for the employees ~~hired prior to December 9, 1996 and after December 9, 1996~~ will be increased by ~~zero~~ two and quarter percent (~~0~~2.25%) over the rate provided for under the previous contract. Said new wages are attached hereto as Appendix "~~B~~ and C".

(b) Effective May 1, ~~2010~~2014 the straight time hourly wage rates for the employees ~~hired prior to December 9, 1996 and after December 9, 1996~~ will be increased by ~~two~~ two and quarter percent (~~2~~2.25%) over the rate provided for in

the contract year immediately prior to said date. Said new wages are attached hereto as Appendix "B ~~and C~~".

~~(c) Effective May 1, 2011, employees hired prior to December 9, 1996 and after December 9, 1996 shall be paid wages at an hourly rate which is two percent (2%) higher than their previous hourly base rate and consistent with the rates of pay incorporating longevity schedules as shown in Appendix "D".~~

~~— (d) Effective May 1, 2012, employees hired prior to December 9, 1996 and after December 9, 1996 shall be paid wages at an hourly rate which is two percent (2%) higher than their previous hourly base rate and consistent with the rates of pay incorporating longevity schedules as shown in Appendix "D".~~

(e) Retro pay for May 1, ~~2011-2013~~ and May 1, 201~~2~~14 will only be available for employees on payroll as of ~~August 26, 2013~~ July 14, 2014, ~~employees who retired and Kelly Baar. Employees employed as of August 26, 2013 will be eligible for a one-time \$500 signing bonus.~~

Section 7.2. CSO Shift Differential.

A shift differential of \$1.00 per hour will be paid for hours worked before 6:00 a.m. and after 3:00 p.m. Swing shifts will receive a shift differential of \$1.00 per hour for all hours worked.

Section 7.3. Longevity Pay.

Employees shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5	5%
10	7%
15	9%
20	11%
25	13%
30	15%

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above, that will become effective on the employee's appropriate 5, 10, 15, 20, 25, and 30 year anniversary date.

Section 7.4. Call-ins.

An employee called back to work after going home shall receive two (2) hours of overtime pay even if he or she works less than two (2) hours after having been called back. Employees who work in excess of two (2) hours shall receive overtime pay in the amount of hours actually worked.

Section 7.5. Working Out of Classification.

Employees covered by this Agreement who work in a higher classification shall be paid the higher rate of pay when working eight (8) consecutive hours or more with the authorization of the Department Head or his or her representative. The preceding sentence shall apply whether

the employee is required to work in a bargaining unit or a non-bargaining unit position.

Section 7.6. Out of Classification Pay.

Employees who work out of classification or when promoted to a higher classification, shall receive a cent per hour increase on their current wage equal to the increments between classifications as set forth in Appendix "B" through Appendix "D" (depending on contract year) or between the classified grades.

Section 7.7. CSO Court Time.

A CSO shall receive a minimum of two (2) hours of compensation at their appropriate overtime rate for appearances in court when such appearances occur outside of the CSO's regular duty hours and such appearances are in the CSO's official capacity as a City of Bloomington employee.

 If, at the expiration of the two (2) hour period referred to in the previous paragraph, the CSO is still in court, the CSO shall receive overtime compensation for any additional time actually spent by the CSO in court. If the two (2) hour period falls within the CSO's scheduled work day they will be compensated at the overtime rate from the time of the required court appearance up to their scheduled work day. Multiple court appearances within the same two (2) hour

time frame are all considered part of the same two (2) hour period.

Section 7.8. Flex Cash Participation.

Nothing contained in this Agreement is understood by the parties or is to be construed by anyone else to preclude any employee covered by the Agreement, from voluntarily reducing his or her pay as provided in the Agreement pursuant to a salary reduction agreement in order to participate in the City of Bloomington's Flex Cash Plan.

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Section 7.9. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department. This Section will be implemented 30 days from when Classified employees and at least (3) three other bargaining units agree to direct deposit or checks being mailed.

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ARTICLE 8 HOLIDAYS

Section 8.1. Number of Holidays.

The following days are holidays:

New Year's Day	Veteran's Day
M. L. King's B'day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day

Labor Day

½ Day New Year Eve

Section 8.2. Holiday on Scheduled Workday.

Full-time employees required to work the above holidays will be paid one and one-half (1½) times their normal rate of pay, plus their regular eight (8) hours of pay for the holiday.

Section 8.3. 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 status on either or both of said days. CSOs who are scheduled on an above holiday who have an unscheduled absence will be ineligible for holiday pay.

ARTICLE 9 VACATION

Section 9.1. Length of Vacation.

Full-time employees who, based upon their anniversary date of hire, have worked for the City for a period of six (6) continuous months shall receive vacation as follows:

Years of Continuous Service	Length of Vacation
6 months but less than 1 year	1 week
1 year, 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 9.2. Scheduling.

Vacations must be taken within the vacation year in which they are due, anniversary date to the next anniversary date. These vacations must be taken at the convenience of the department. Employees shall be allowed to carry over one-half ($\frac{1}{2}$) of his or her earned vacation to the following year. An employee's vacation will begin at the end of his or her last scheduled workday.

CSO vacation requests must be submitted no more than six (6) months and no less than twenty-four (24) hours in advance. The twenty-four (24) hour notice may be waived with supervisor approval.

Section 9.3. Separation and Reinstatements.

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency will also receive all earned vacation. All earned vacation of employees who die in the service shall be paid to the spouse or estate of said individual.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section 10.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public policy recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

Section 10.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.

Grievances involving an employee's discharge or disciplinary suspension may be presented at Step 2 of the grievance procedure. The grievance procedure established in this Agreement shall be the exclusive procedure for contesting such discipline.

Section 10.3. Remedial Authority of Arbitrator in Disciplinary Cases.

| Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay 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 employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 10.4. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

Post accident testing will be required when an employee is involved in an accident which results in a death or serious personal injury requiring immediate hospitalization or an accident which results in significant damage to government or private property.

An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.

An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.

Section 10.5. Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall notify the employee and Union Steward or Union Representative of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that the employee may have.

Section 10.6. Tests to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) ensure that the laboratory or facility selected conforms to all NIDA standards;

(c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee

covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;

(e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director or his or her designee within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings

expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

(j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;

(k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 10.7. Right to Contest.

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such

testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 10.8. Discipline and Voluntary Requests for Assistance.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who, prior to any notification of drug or alcohol testing, voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the [physician\(s\)](#) [medical professional\(s\)](#) involved;
- (b) the employee discontinues his or her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to [random follow up](#) testing during hours of work during the period of "aftercare".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence

of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

~~Employees who are taking prescribed or over the counter medication that has adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with his or her current pay to other more suitable duties.~~

Section 10.9. Removal of Adverse Material.

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written request to the Department Head by the individual employee, remove all such documents from the employee's file. The documents will be placed in a file which is kept only

for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files shall be maintained by and access limited to the Legal Department staff for the purpose of defending for legal disputes.

ARTICLE 11 LEAVES

Section 11.1. Personal Convenience Leave.

Each full-time employee shall be granted sixteen (16) hours Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of one (1) hour at the convenience of the employee subject to the discretion of his or her supervisor. Personal Convenience Leave may not be accumulated from one fiscal year to another. CSOs will schedule Personal Convenience Leave time no more than sixty (60) days prior to the requested date, nor request time less than twenty-four (24) hours prior to the requested date. The twenty-four hour notice may be waived with supervisor approval. [Personal Convenience Leave will not be paid out at time of separation for newly hired probationary employees.](#)

Section 11.2. Sick Leave.

Sick Leave Base and Accrual. Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees are eligible to use up to [2440](#) hours of sick leave for the [unplanned surgery of injury or illness of](#)

their parent, or step-parent ~~or their spouses parent or step-parent~~ in a fiscal year.

All full-time employees shall have a base of sick leave as accumulated prior to the effective date of this Agreement. Employees ~~hired prior to August 26, 2013~~ shall accrue from their date of hire at a rate of ~~two and one-half (2½)~~ eight (8) ~~hours 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 each month~~ up to a maximum of 960 hours of sick leave. Employees hired prior to July 14, 2014 ~~after August 26, 2013~~ shall accrue from their date of hire at a rate of two and one-half (2½) days each month for his or her first nine (9) months of employment, after which it shall accrue at a rate of one (1) day each month up to a maximum of 960 hours of sick leave.

Employees hired prior to May 1, 2009 shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Buy Back. All employees hired prior to May 1, 2009 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a

maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

Sick Leave Used for Creditable Service
(Supplemental Sick Leave).

Employees may have accumulated supplemental sick leave accrual of one hundred twenty (120) days for Illinois Municipal Retirement Fund creditable service purposes only. No new supplemental sick leave will accrue after December 31, 2007. It is understood between the parties that such additional supplemental accrual may never be used for paid time off. However, for those employee who have a Supplemental Sick Leave balance, up to 480 hours will be paid into the RHS if eligible for sick leave buyback.

Absence of ~~more than~~ Three (3) ~~Consecutive~~ Days or ~~More~~. For any absence of ~~more than~~ three (3) ~~or more~~ consecutive days, unless sick leave abuse is suspected as detailed below, Human Resources will require the employee to submit a statement from a ~~reputable physician~~ medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of ~~more than~~ three (3) consecutive

day or more days, unless sick leave abuse is suspected as detailed below. Human Resources will require a statement from a reputable physician medical professional stating that he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty. CSO who is unable to report to work because of illness must notify their supervisor based on established protocol at least one (1) hour prior to the beginning of their shift, with the exception of the first shift of the day will provide two (2) hours' notice.

Sick Leave Abuse Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences and may be required as a condition of continued employment. If an employee is unable to provide verification of absences discipline may be imposed. 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 without a physician's statement.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. repeated use of sick leave benefits as they are earned, without a physician's statement.
4. use of more sick leave than accrued in any twelve (12) month period, without a physician's statement

5. using sick leave and being seen engaged in activities which indicate ability to work.

Section 11.3. 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. Immediate family is defined as: mother, father (which includes stepparents 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). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances.

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances and the personal needs of the employee and is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department.

Section 11.4. Injury Leave.

(a) An employee's eligibility for payment of sixty-five (65) job injury days 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. 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 must have a doctor's note indicating they are unable to work in order to be eligible for job injury leave.

(b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.

(c) Use of Sick Leave and Vacation. After the payment and use of sixty-five (65) job injury days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.

(d) Contested Injuries. Charges may be made against sick 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, sick leave up to sixty-five (65) job injury days 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. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and vacation leave.

(e) 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 licensed physician ~~and a release to work obtained to determine eligibility for work.~~

Section 11.5. Military Leave.

Military leave, including reinstatement, shall be granted in accordance with applicable law.

Section 11.6. Jury Duty.

Any employee covered by this Agreement 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/hours 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 employees are released from jury duty prior to the end of their scheduled workday they shall contact their supervisor for reporting instructions.

Section 11.7. 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 [at his discretion](#) a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

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

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

Section 11.8. 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 11.7. Leave Without Pay of this Agreement.

Section 11.9. FMLA and ADA.

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. ~~Covered employees are not required to exhaust paid leave in order to be eligible for FMLA leave.~~ Effective January 1, 2015 qualifying FMLA events will run concurrent with sick leave, as permitted by FMLA. Employees will be responsible for obtaining the necessary paperwork.

Section 11.10. Wellness Day.

In the spirit of promoting wellness, employees will be eligible for one (1) 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 used in a full day increment. In order to earn a Wellness Day an

employee must accomplish the standards outlined in the Employee Handbook.

Section 11.11. Court Days.

In recognition of the inconvenience endured by CSOs because of subpoenas, CSOs are granted sixteen (16) hours paid leave per fiscal year. Court Days may not be accumulated from one fiscal year to another. A CSO will schedule Court Days no more than sixty (60) days prior to the requested date, nor request time less than twenty-four (24) hours prior to the requested date. The twenty-four (24) hour notice may be waived with supervisor approval. CSO's hired after August 26, 2013 will be ineligible for Court Days.

Section 11.12. 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)

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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

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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 with pay to other more suitable duties.

ARTICLE 12 SENIORITY

Section 12.1. Definition.

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Employees who have worked part-time on a continuous basis shall receive credit for such part-time employment with the City using a presumption that the employee worked twenty (20) hours per week when he or she worked on a part-time basis. The actual number of calendar days worked by the employee while in part-time status shall be calculated and divided by half to arrive at that employee's last date of "full-time" continuous hire for seniority purposes. Annually, the City will provide a list of employees, with their name, address, social security number and date of hire to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new

members of the bargaining unit. Bargaining unit employees shall notify the City and Local 362 of any address changes.

New employees hired after May 1, 2009 will use their full-time date of hire for determining their longevity and leave accruals.

Section 12.2. Seniority Principle.

In all cases of layoffs when working forces are being decreased, and recalls when working forces are increased, where employees are substantially equal in ability and qualifications, seniority shall be the determining factor.

Section 12.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first six (6) months of continuous service with a one month mutual extension, after which his or her seniority shall date back to his or her continuous full-time date of hire in the bargaining unit. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. An employee who is promoted or transferred to a different job within this unit shall not be considered a newly hired probationary employee.

Section 12.4. Promotions and Vacancies.

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the appropriate emphasis on experience and, if necessary, the results of a written and/or oral examination.

All vacated or newly authorized bargaining unit positions shall be posted for five (5) business days at various locations including bulletin boards or electronically within departments. The job description for the position will be ~~attached to~~ included in the posting. Any City employee seeking consideration for filling announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications.

To be eligible to bid, any full-time employee must have successfully completed the probationary period in the position currently occupied by the employee; part-time employees must satisfy the working requirements identified below.

All qualifications being equal, priority in selection will be based on the seniority principle as follows:

- (1) regular full-time employees in the bargaining unit having completed their probationary period;

(2) part-time bargaining unit employees in the same job class and within the same department with a minimum aggregate of twelve months part-time service;

(3) part-time bargaining unit employees in other job classes and departments having the requisite skills with a minimum aggregate of eighteen months part-time service.

When applying the seniority principle as set forth above, only the actual time an employee has worked continuously for the City as a full-time employee shall be used to calculate seniority.

An employee who is transferred or promoted to a position (whether or not supervisory) within the City shall have the privilege of returning to his or her former position or its equivalent without loss of seniority, provided he or she returns within the first sixty (60) calendar days following such transfer or promotion. Management also has the right to send an employee back to his or her previous position at any time during the employee's six-month probationary period in the new position. An employee shall be restored to the same rate of pay for the position he or she returns to as the employee received for that position prior to the initial transfer or promotion. An employee shall not suffer any loss of seniority for returning to his or her position.

Section 12.5. Layoff and Recall Procedure.

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 12.2 Seniority Principle of this Agreement. 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.

Section 12.6. 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) day after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or

(f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be reestablished if the employee can show that extraordinary circumstances prevented his or her timely return.

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification one hundred and fifty dollars (\$150) toward the annual dues at any physical fitness center designated by the City for any full-time or part-time employee covered by this Agreement.

Section 13.2. Group Insurance Plan.

(a) The City agrees to pay eighty-five percent (80%) of the full health insurance premium for employee coverage and seventy-three (73%) 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 73% equals City share; full family coverage premium X 27% equals employees share.)

(b) The City agrees to pay fifty percent (50%) of the dental insurance premium for both employee and/or dependent coverage for group dental insurance under the

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| City of Bloomington Health/Dental Care Plan for all full-time employees.

(c) In any year in which the total amount of medical/dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health/Dental Care plan.

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

(e) The Union will appoint an employee representative to the Health Insurance Committee.

(f) The City agrees to provide \$25,000 in group term life insurance for each full-time employees.

Section 13.3. Tuition Reimbursement.

Employees may receive either full or partial tuition reimbursement provided the following conditions are met:

(a) The City will reimburse an employee for part or all of the cost of tuition and any required books for a college degree under the following conditions:

(1) the employee notifies the Department Head prior to registration of his or her intent to claim tuition reimbursement for the course;

(2) the course is required or is part of a required sequence leading to an undergraduate degree in an appropriate field of study, or is determined by the Department Head in his or her discretion to be of benefit to the Department;

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

(3) Employees should request tuition reimbursement from their Department Head by August 1, in order to be eligible for funds for the following fiscal year. If tuition reimbursement funds are approved in the budget by Council written authorization from the Department Head shall be forwarded to Human Resources on a tuition reimbursement form.

(b) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees, and required books according to the following schedule:

100% for a grade of A

100% for a grade of B
75% for a grade of C or Pass on Pass/Fail option
0% for a grade of D or lower

(c) Any employee who leaves City service within one (1) year of receiving reimbursement will refund to the City the amount reimbursed. This sum may be withheld from the final paycheck.

Section 13.4. LIUNA Pension.

Retroactive to May 1, 1999, the City will make a twelve cent (\$.12) per hour per employee contribution to LIUNA Pension. Effective November 1, 2000, the employer contribution shall be increased an additional six cents (\$.06) per hour per employee. The employer contribution shall be increased an additional six cents (\$.06) per hour per employee beginning on November 1, 2001, November 1, 2002 and November 1, 2003 (the final employer contribution rate will thus be thirty-six cents (\$.36) per hour on November 1, 2003). Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Employer contributions shall not be made for overtime hours. Such increases shall be shown as an employer contribution. Additional information is contained in Appendix A in regard to LIUNA Pension Contributions.

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Section 13.5 CSO Uniforms and Clothing.

The City will furnish and maintain employees with five (5) long sleeve shirts and five (5) short sleeve shirts. Uniforms will be replaced on a worn out basis. CSO's are required to wear uniforms while at work, except if in court.

ARTICLE 14 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, Sections 12.2. Seniority Principle and Section 12.5. Lay off 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 15 MANAGEMENT RIGHTS

Section 15.1. 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 right to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate

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

Section 15.2. Emergency Conditions.

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, financial emergency, or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Mayor or the City Council during the time of the declared emergency conditions; provided that wages shall not be suspended nor shall this Section limit an employee's right to invoke the Grievance Procedure over the issue of pay.

ARTICLE 16 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 laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 17 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this

Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

(1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment unless expressly waived in the Agreement; or

(2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, ~~2009~~2013, and shall remain in full force and effect until the 30th day of April, ~~2013~~2015. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of 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~~July, 2014.

**LABORERS INTERNATIONAL UNION,
LOCAL 362 SUPPORT STAFF**

By: _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS

By: _____

Appendix A - LIUNA AGREEMENT

The City and Union agree to select the "Preferred Schedule" from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to February 1, 2011.

1. All contributions to the LIUNA pension will be funded as described in Section 13.4 LIUNA Pension of the Support Staff agreement. The City's contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
2. Retroactive cost increases that are greater than the City's contribution limit will be deducted from the employees' paychecks.
3. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period

of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.4 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.36 per hour shall be increased by 10% to the rate of \$.40 per hour effective February 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.4 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred

Schedule goes into effect for the group, not on the increased rates required by this Schedule.

- b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.
- c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
- 4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
- 5. This Addendum shall be effective as of, February 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: AK

Name: Anthony Leon

Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature: Stylisch

Name: Stephen F. Stockton

Position: Mayor Date: May 15, 2012

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Appendix B - Wage Table

Local 362 Support Staff							
May 1, 2013 Wage Table							
(2.25% increase)							
	Base	5	10	15	20	25	30
SUPP STAFF I	\$ 10.77	\$ 11.31	\$ 11.52	\$ 11.74	\$ 11.95	\$ 12.17	\$ 12.38
SUPP STAFF II	\$ 12.01	\$ 12.62	\$ 12.85	\$ 13.10	\$ 13.33	\$ 13.58	\$ 13.82
SUPP STAFF III	\$ 13.49	\$ 14.16	\$ 14.43	\$ 14.70	\$ 14.97	\$ 15.24	\$ 15.51
SUPP STAFF IV	\$ 15.24	\$ 16.00	\$ 16.30	\$ 16.61	\$ 16.90	\$ 17.21	\$ 17.53
SUPP STAFF V	\$ 16.71	\$ 17.56	\$ 17.88	\$ 18.22	\$ 18.56	\$ 18.90	\$ 19.22
Local 362 Support Staff							
May 1, 2014 Wage Table							
(2.25% increase)							
	Base	5	10	15	20	25	30
SUPP STAFF I	\$ 11.01	\$ 11.56	\$ 11.78	\$ 12.00	\$ 12.22	\$ 12.44	\$ 12.66
SUPP STAFF II	\$ 12.28	\$ 12.90	\$ 13.14	\$ 13.39	\$ 13.63	\$ 13.89	\$ 14.13
SUPP STAFF III	\$ 13.79	\$ 14.48	\$ 14.75	\$ 15.03	\$ 15.31	\$ 15.58	\$ 15.86
SUPP STAFF IV	\$ 15.58	\$ 16.36	\$ 16.67	\$ 16.98	\$ 17.28	\$ 17.60	\$ 17.92
SUPP STAFF V	\$ 17.09	\$ 17.96	\$ 18.28	\$ 18.63	\$ 18.98	\$ 19.33	\$ 19.65

Appendix C – Wage Table

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Appendix D – Wage Table

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FOR COUNCIL: July 14, 2014

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:

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

David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: 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.

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			



353 North Clark Street, Chicago Illinois 60654
312.595.6000 • mesirofinancial.com

June 26, 2014

Ms. Patti-Lynn Silva
Finance Director
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702-3157

Re: Financial Advisory Agreement

Dear Ms. Silva,

Please find attached a financial advisory agreement that describes the services to be performed and compensation to be received by Mesirow Financial, Inc. as financial advisor on your upcoming transaction(s) related to refunding outstanding general obligation bonds that were originally issued to finance construction of the Bloomington U.S. Cellular Coliseum. We expect the total amount of this refunding to approximate \$25 million in one or more series of bonds. As you are aware, MSRB rule G-23 requires broker-dealers to document a financial advisory relationship with an issuer with a written financial advisory agreement that is agreed to and executed between the two parties.

Mesirow Financial, Inc. appreciates the opportunity to serve as the City of Bloomington's financial advisor on these important transaction(s). Please retain one copy for your files and return an executed copy to me. In the interim, please let me know if you have any questions or need any information.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Krzyskowski", written over a light blue horizontal line.

Todd S. Krzyskowski
Managing Director
Mesirow Financial, Inc.

cc: Jeff Jurgens, Corporation Counsel
Jeffrey Levine, Associate General Counsel, Mesirow Financial

FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between the City of Bloomington, McLean County, Illinois (the "Issuer") and Mesirow Financial, Inc. (the "Mesirow Financial") effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer has the authorization and wishes to issue General Obligation Bonds, Series 2014 (the "Series 2014 Bonds") in one or more tax-exempt or taxable series for the purpose of refunding certain outstanding obligations of the Issuer related to the Bloomington Coliseum (the "Coliseum Obligations"), and in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain a financial advisor to advise the Issuer regarding the issuance of the Bonds; and

WHEREAS, Mesirow Financial is willing to provide its professional services as financial advisor in connection the refunding of the Coliseum Obligations through the time such refundings are completed.

NOW, THEREFORE, the Issuer and Mesirow Financial, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION 1 SCOPE OF SERVICES

Upon the request of an authorized representative of the Issuer, Mesirow Financial agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to Mesirow Financial the compensation as provided in Section IV hereof.

A. Financial Planning. At the direction of the Issuer, Mesirow Financial shall:

1. Analysis. Analyze the financial wherewithal, revenues and other resources of the Issuer to determine the extent of its capacity to authorize issue and repay debt service of any Bonds considered. This analysis will include but not be limited to reviews of any existing debt structure as compared with the existing and projected sources of taxes or other revenues which may be pledged to secure repayment of debt service. As necessary, this may include trend analyses regarding assessed valuation growth, taxing power as well as present and future taxing requirements of the Issuer. The analysis may take into account any outstanding indebtedness payable from the revenues of current or proposed facilities or operations owned by the Issuer, or additional revenues to be available from any proposed rate increases and

additional revenues from such facilities and operations.

2. Future Financings. If necessary to complete the transactions covered by this Agreement, review and analyze future financing needs projected by the Issuer's staff, with financial models developed by Mesirow Financial or through other experts, if any, employed by the Issuer.
 3. Structuring Recommendations for Bonds. Submit to the Issuer recommendations regarding the financings and Bonds being considered, including timing for the sale of the bond issue, debt service payment dates, optional pre-payment provisions, security features, and such other appropriate provisions or features that make the bond issue marketable to investors while achieving Issuer objectives. Such recommendations will be consistent with the goal of designing the Bonds to be sold on terms that are advantageous to the Issuer, including achieving the lowest interest cost while preserving future financial flexibility and alternatives for the Issuer.
 4. Analysis of Market Information. Review current and anticipated bond market conditions with the Issuer including but not limited to, other bond issues coming to market, and the timing of release of other general information, and economic data, which might normally impact interest rates or bidding conditions so that the sale date for the Bonds may be targeted in a manner that is most advantageous to the Issuer.
 5. Bond Elections. If it is necessary for the Issuer to hold an election to authorize the bonds being considered, Mesirow Financial may help coordinate compilation of the data that is required to prepare petitions, orders, resolutions, ordinances, notices and certificates related to such election, including transmission of such data to a the law firm and specific attorneys ("Bond Counsel") retained by the Issuer.
- B. Implementation of Finance Plan Chosen by the Issuer. According to the Issuer's instruction and preferences, Mesirow Financial shall:
1. Method of Sale. Evaluate each contemplated financing by considering its complexity, marketability to investors, credit rating(s), size and structure in order to recommend an appropriate method of sale, and:
 - a. If the Bonds are to be sold by a competitive sale, Mesirow Financial will:
 - 1) Manage and Supervise the sale of the Bonds. Mesirow Financial will not be part of any selling group unless such participation is specifically authorized by the Issuer;
 - 2) Disseminate information to prospective bidders, including organizing any informational meetings that may be necessary, and facilitate

prospective bidders' efforts in making timely submission of qualifying bids;

- 3) Assist the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks as well as tabulating and comparing bids that are submitted; and
- 4) Advise the Issuer on accepting the best bid and rejecting the other bids.

b. If the Bonds are to be sold by negotiated sale, Mesirow Financial will:

- 1) Recommend for the Issuer's formal approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase and sale of the Bonds. As dictated by the Municipal Bonds Rulemaking Board Rule G-23 of, Mesirow Financial will not participate in an underwriting syndicate in connection with the negotiated purchase of the Bonds.
 - 2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. Mesirow Financial will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriters, but shall not be or become an obligation of Mesirow Financial, except to the extent specifically provided otherwise in this Agreement or assumed in writing by Mesirow Financial.
 - 3) Provide interest cost and other expense comparisons recommended by the underwriters and compare such costs to current market conditions and standards. To the extent there are any, assist the staff of the Issuer in the safekeeping of any good faith checks.
 - 4) Advise the Issuer as to the fairness of the price offered by the underwriters.
2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. Mesirow Financial will also coordinate a due diligence review for the preliminary and final official statements. Mesirow Financial shall also deliver the final Official Statement to the purchaser of the Bonds in accordance with the Notice of Sale and

Bidding Instructions.

3. Credit Ratings and Insurance. Advise the Issuer on the appropriateness of obtaining a credit rating or ratings, and/or insurance for the Bonds and, as directed by the Issuer, assist in preparing such information that is appropriate to submit to the rating agency or agencies and/or insurance companies. As necessary, Mesirow Financial will arrange for such personal presentations by the Issuer to such rating agencies and bond insurance companies. In that regard, Mesirow Financial will also recommend those candidates who would best represent the Issuer during such presentations.
4. Trustee, Paying Agent, Registrar. As requested, work with the Issuer to select a Trustee and/ or Paying Agent/Registrar for the Bonds, and assist in the negotiating any related agreements regarding the services to be provided and the fees to be charged.
5. Publishing Notice of Bond Sale. As appropriate, advise financial publications and media proposed Bond sale and provide them with all related information.
6. Independent Consultants. Upon the direction of and in consultation with the Issuer, arrange for such reports and opinions of recognized independent consultants that may be necessary and appropriate for the successful marketing of the Bonds.
7. Auditors. In the any event formal verification of calculations related to the Bonds is required, make arrangements for such services.
8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when Mesirow Financial may be of assistance or service and the subject of financing is to be discussed.
9. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Bonds.
10. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which Mesirow Financial becomes aware in the ordinary course of its business, it being understood that Mesirow Financial does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
11. Delivery of the Bonds. Pursuant to acceptance of a bid for the Bonds by the Issuer, coordinate all parties to the financing so that the Bonds are delivered and paid for according to agreement between the Issuer and the purchaser. Assist the Issuer in the preparation or verification of final closing figures related to delivery of the Bonds.

SECTION II TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section III of this Agreement, shall remain in effect until the closing of the Bonds. Subject to the approval of both parties, this agreement may be renewed for the continuance of the above services for each potential series of bonds issued.

SECTION III TERMINATION

This Agreement may be terminated with or without cause by the Issuer or Mesirow Financial upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due Mesirow Financial for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION IV COMPENSATION AND EXPENSE REIMBURSEMENT

Regarding fees due to Mesirow Financial for the services set forth and described in Section I of this Agreement, the Issuer agrees to pay and Mesirow Financial agrees to accept \$2.50 per \$1,000 of public offering price as payment for its services provided, along with any reasonable out of pocket expenses incurred

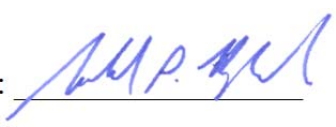
Mesirow Financial's compensation as financial advisor will be contingent on the closing of the Bonds. Compensation that is contingent on the closing of the Bonds or the size of the Bonds presents a conflict of interest because it may cause a financial advisor to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Customary fees and expenses incident to a sale are payable by the Issuer. These fees and expenses can include, depending upon the final structure, underwriter, bond counsel, local counsel, disclosure counsel, rating agency fees, bond or other insurance premiums, organizational fees, trustee/paying agency fees, official statement printing fees, and verification agent fees, if applicable.

**SECTION V
MISCELLANEOUS**

- A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Illinois.
- B. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and Mesirow Financial, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- C. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

Mesirow Financial, Inc.

By: 

Todd Krzyskowski
Managing Director

City of Bloomington
McLean County, Illinois

By: _____

Print Name

Title: _____

Date: _____



FOR COUNCIL: July 14, 2014

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. The website for the program is www.museum.state.il.us/programs/musgrants. The grant manual is: www.museum.state.il.us/programs/musgrants/MuseumGrantManual-2014.pdf.

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:



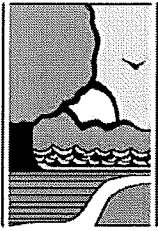
David A. Hales
City Manager

Attachments: Attachment 1. Agreement

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.

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			



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

Pat Quinn, Governor
Marc Miller, Director

June 20, 2014

Miller Park Zoo
Attn: Mr. Jay Tetzloff
Zoo Superintendent
1020 South Morris Avenue
Bloomington, IL 61701

Re: Project # MC 14-06
Miller Park Zoo
The DeBrazza's Plaza

Dear Mr. Tetzloff:

Congratulations on being selected for grant funding assistance through the State's FY14 Public Museum Capital Grant Program. Your project has been assigned the above referenced project number and approved in the amount of \$700,000.00.

Enclosed you will find the Project Agreement which outlines approved grant funding, project components, and program compliance responsibilities. Please review and have signed by the appropriate authorized official or fiscal agent for your organization, including full completion of all attached Certification and Disclosure (if needed) forms. Return to this office no later than July 18, 2014 for final execution by the Department. The required Grant Award Fee is now due. Using the attached form, you should calculate your fee and include it with your returned grant agreement. This must be done prior to IDNR fully executing your agreement. Once the agreement has been signed by the IDNR, a copy will be returned to you for your files.

Along with the Project agreement, a development schedule (Gantt Chart) that includes an estimated date for the reimbursement request is required.

Also enclosed is a copy of the Public Museum Capital "Implementation and Billing Requirements" packet. **Please read this packet carefully.** Responsibility for proper project execution in accordance with the Public Museum Capital program instructions rests solely with the fiscal agent. Particular attention should be given to requirements for status reports, competitive bidding, change orders, project permits/sign-offs and project accessibility. Failure to comply with terms of the Public Museum Capital program as outlined in this packet or in the Project Agreement can jeopardize approved grant funding. IDNR oversight of project implementation is limited to a request basis only. **Please contact me at (217) 785-4153 or Ronald.Whitmore@illinois.gov for assistance if you have any questions.** Note, that a final on-site inspection of the project will be conducted by IDNR staff upon completion to verify project acceptance for eligible grant reimbursement.

Once again, congratulations on being approved for Public Museum Capital funding assistance. We look forward to working with you in the successful completion of this worthwhile project.

Sincerely,

Ronald W. Whitmore
Grant Administrator
Division of Grant Administration

Enclosure: Project Agreement; Grant Award Fee Form; "Points to Remember"; Implementation and Billing Requirements Guide; Approved CERP (if applicable)
Fiscal Agent: Ms. Tari Renner, Mayor, City of Bloomington, 109 East Olive St., Bloomington, IL 61702

Illinois Department of Natural Resources Public Museum Capital Grant Award Fee

The Public Museum Capital Grant Program requires a **Grant Award Fee** be submitted by successful applicants at the time the grant agreement is returned to the IDNR for final execution. This fee shall be calculated as 1% of the total funding assistance granted to the applicant. No single Grant Award Fee shall exceed \$5,000.00.

EXAMPLES:

A \$200,000 grant award would require a \$2,000 Grant Award Fee
($\$200,000 \times 0.01 = \$2,000$)

A \$750,000 grant award would require a \$5,000 Grant Award Fee
($\$750,000 \times 0.01 = \$7,500$ which exceeds the \$5,000 maximum)

Grant Award Fees shall be rounded up to the nearest whole dollar amount.

EXAMPLES:

A \$54,750 grant award would require a \$548 Grant Award Fee
($\$54,750 \times 0.01 = \547.50 rounded up to the nearest whole dollar = \$548)

The grantee may choose to consider the Grant Award Fee as an allowable reimbursement cost and include this cost in the identified costs of the project if so desired.

Grant agreements returned without the required Grant Award Fee, or with an incorrect amount, will not be accepted by IDNR. Failure of a Grant Award Fee to clear the bank it is drawn against will result in the automatic denial of the award and cancellation of the grant without further consideration.

This form must be completed and returned with the signed grant agreement and Grant Award Fee.

GRANT NUMBER:

APPLICANT:

PROJECT TITLE:

TOTAL PROJECT COST:

TOTAL GRANT ASSISTANCE AWARD:

(Grant Award Fee based on this amount)

GRANT AWARD FEE AMOUNT ATTACHED:

\$0

Must be in the form of a bank draft made payable to the "Illinois Department of Natural Resources"

I hereby certify that I have read the above information and that the required Grant Award Fee is included with our signed agreement being returned to the IDNR:

(signature & date)

Please contact the IDNR Division of Grant Administration at 217/782-7481 or dnr.grants@illinois.gov if you have any questions.

Revised 6/2014

STATE OF ILLINOIS
Department of Natural Resources

PUBLIC MUSEUM CAPITAL GRANTS PROGRAM

PROJECT AGREEMENT

Grantee:	City of Bloomington	Project Number: Project MC 14-06
Address:	109 East Olive Street	F.E.I.N.: 37-6001563
	Bloomington, IL 61702	

Project Title:	The DeBrazza's Plaza
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Project Period:	Award Date: 06/14/2014	Expiration Date: 06/30/2016
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Project Scope (Description of Project/Costs):

The City of Bloomington will receive grant funds to develop Public Museum Capital Facilities at Miller Park Zoo. This project will only include items listed on the attached PMC/DOC-4 Development Data, or as revised and approved by Illinois Department of Natural Resources (IDNR).

Project implementation shall be in general accordance with the approved project application on file with the IDNR and preliminary development plans and construction cost estimates attached hereto.

PROJECT COSTS (Estimated)

TOTAL DEVELOPMENT COST (Including A/E* fees)	\$720,000.00
% Fund Assistance	100%

FUND ASSISTANCE AMOUNT	\$700,000.00
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The following documents are hereby incorporated into, and made part of the Agreement:

1. General Provisions (attached)
2. Project Application
3. Standard Certifications (attached)
4. PMC/DOC-4 Development Data
5. Implementation and Billing Packet

*Architecture/Engineering

PUBLIC MUSEUM CAPITAL GRANTS PROGRAM GRANT AGREEMENT

This grant agreement ("Agreement"), by and between the Illinois Department of Natural Resources ("IDNR") and City of Bloomington ("Grantee"), under the authority of the Illinois Civil Administrative Code (20 ILCS 805/805-70), is executed pursuant to the terms and conditions set forth herein. In consideration of the mutual covenants herein, the parties agree as follows:

I. Purpose of Agreement

- a. The purpose of this Agreement is to set forth the terms and conditions, in consideration for and by which IDNR promises to pay to the Grantee the fund assistance amount specified on the first page of this agreement, as part of the Public Museum Capital Grants Program ("PMC Program").
- b. In order to induce IDNR to pay the aforesaid funds, the Grantee promises to complete the project as described in this Agreement, to operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for grant funding assistance.
- c. This Agreement shall further the purpose of the PMC Program, which is designed to help public museums in Illinois expand and upgrade facilities and create new exhibits and other physical facilities to enhance public museums' abilities to meet their mission (23 Ill. Adm. Code 3200.15).

II. Term and Termination

- a. This grant Agreement is effective on the date that the last signature is affixed hereto and extends until the date specified on the first page of this agreement. Work on the project within the scope of the Grantee's Application may commence after the Award Date, and before this Agreement is fully executed, only with the express written permission of IDNR.
- b. The Grantee shall use its best efforts and due diligence to complete the project within the Agreement term. No extensions to the termination date will be issued without written approval from IDNR.
- c. Termination for Cause: IDNR may terminate this Agreement, in whole or part, immediately upon written notice to the Grantee if the State determines that the actions or inactions of the Grantee, its agents, employees or subcontractors have caused or reasonably could cause jeopardy to health, safety or property; if the Grantee has notified the state that it is unable or unwilling to perform the contract; or if the Grantee owes money or is in pending litigation with the State of Illinois during the term of this agreement. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- d. Termination for Convenience: Either party, prior to project commencement, has the right to rescind this Agreement upon thirty (30) days written notification to the other party. This Agreement is furthermore contingent upon and subject to the availability of funds. IDNR, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60 (b)).
- e. Termination for Breach: IDNR may terminate this agreement if grant funds are not used exclusively in accordance with the provisions contained in this agreement; or if Grantee fails without legal excuse to comply with any of the terms of this Agreement. The parties agree that in the event of a breach of this Agreement by the Grantee and notification from IDNR, the Grantee shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, IDNR shall thereafter have full right and authority to take such action as it deems necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by the Grantee, and to seek any other remedy that may be available by law.
- f. In the event of termination by IDNR in accordance with subsections (c), (d) and (e) this section, IDNR shall pay to the Grantee the reasonable value of services performed under this Agreement prior to the date of termination, provided the Grantee submits bills and proof of claims for supplies and services provided in compliance with this Agreement, cancels as many outstanding obligations as possible, and does not incur any new obligations after the effective date of termination. If IDNR

terminates this Agreement, any payments made to the Grantee or recoveries by IDNR shall be in accordance with the legal rights and liabilities of the parties.

- g. In the event any court finds that Grantee's activities are a breach or violation of this Agreement, the Grantee will reimburse IDNR for all costs, including reasonable attorney's fees, incurred by IDNR in the pursuit of its rights under this Agreement. For purposes of this paragraph, "costs" shall be deemed to be all expenses, including but not limited to court costs and the value of IDNR staff time, reasonably incurred by IDNR.

III. Project Implementation

- a. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles.
- b. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of the IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Department under this Agreement.
- c. Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under the IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Department as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 *et seq.*; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- d. Project Signage and Publicity: the Grantee agrees to provide acknowledgment of the role of the Public Museum Capital Grants Program in the project. This can be done by signage in an appropriate location or with IDNR approval by written acknowledgment in a public document produced by the Grantee. The acknowledgment shall incorporate the following language:

*"PUBLIC MUSEUM CAPITAL GRANTS PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES, ILLINOIS STATE MUSEUM*

- e. 50% of the labor hours on the project must be performed by actual residents of the State of Illinois. 20 ILCS 805/805-350.

IV. Performance Reports and Monitoring

- a. The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)).
- b. The Grantee shall be responsible for developing the project site in general accordance with the site development plan approved by IDNR, incorporated by reference as part of Grantee's Project Application. Grantee shall make all development plans and specifications available for review by IDNR upon request.
- c. It is agreed and understood by the Grantee that an IDNR representative shall have access to the project site to make periodic inspections as construction progresses. It is further agreed and understood by the Grantee that the IDNR reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

V. Project Costs and Billing

- a. A project shall be deemed completed for grant payment when the Grantee submits a development project billing form seeking grant reimbursement which is approved for payment by the Department.

Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements, and relieves the IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of the IDNR.

- b. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Public Museum Capital Grants program, as set out in 23 Ill. Adm. Code 3200.5 *et seq.* It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds issued by the State.
- c. Payment to the Grantee will be made as a reimbursement for eligible expenses following submission to the IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (*see* 23 Ill. Adm. Code 3200.80).
- d. Billing requests are eligible for grant reimbursement at the 50% and 100% project completion levels. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement.
- e. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
- f. All open competitive bidding for PMC projects shall be done in accordance with the Grantee's statutory requirements governing public procurements, in addition to the requirements set out in this section.
- g. PMC projects are funded using bond funds and therefore require the use and oversight of a public body's procurement guideline to ensure the proper stewardship of said funds. The public body that will be used is identified in the grant application under Section 5 of the PMC/DOC-1 form of the Project Application.
- h. The Grantee shall encourage 1) "minority" business firms to submit bids on the approved project and 2) successful contract bidders to utilize minority businesses as sub-contractors for supplies, services, and construction. This stipulation should be noted in all bid solicitation notices.
- i. The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.
- j. The instructions to bidders in the bid specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.
- k. In general, the *Instructions and General Conditions* section of the bid specifications should, at a minimum, address the following items:
 - 1. Bid opening date
 - 2. Number of days bid must be held
 - 3. Bid, performance and payment bond/security requirements
 - 4. Contractor insurance requirements
 - 5. Completion date and if liquidated damages occur for late completion
 - 6. Terms of payment to contractor
 - 7. Schedule of quantities/material list and unit costs
 - 8. If a bid is for material or product supply only, a specific name brand cannot be specified WITHOUT also stipulating the phrase "or approved equal will be accepted." Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

- l. Bid Specifications must include the requirement that contractors and subcontractors pay state prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
- m. The Department requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to the Department that a delay in project execution was beyond the Grantee's control.
- n. Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders.
 - i. If the change order involves i) the total deletion of an identified project component, ii) the addition of a new component for which reimbursement will be sought or iii) exceeds \$10,000 in value as an addition or subtraction, the Grantee must receive prior written IDNR approval. Failure to obtain prior approval will result in the amount of the change order being disallowed (pursuant to 720 ILCS §5/33E-9).
 - ii. For change orders in excess of \$10,000, written assurance must be provided to the IDNR by the Grantee that i) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or ii) the change is germane to the original contract as signed, or iii) the change order is in the best interest of the unit of State or local government and authorized by law.
- o. Project construction can be completed by means of individual small non bid contracts following the Grantee's procurement requirements, as stated in subsection (a) above.
- p. The following documentation is required for project billing requests:
 1. Completed "Project Billing Form" containing original signatures, found in the Implementation and Billing Packet.
 2. Completed "Project Billing Performance Report" submitted with reimbursement documents, found in the Implementation and Billing Packet.
 3. Agreed Upon Procedures Report from CPA firm. Costs claimed on the "Development Project Billing Form" must be reviewed and attested to by an independent CPA* in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedures" developed by the Department.
 4. A general drawing/sketch of completed project work (must be no larger than 11" x 17").
 5. Proof of Public Museum Capital Grants Program acknowledgment at 100% billing (e.g., photo of sign, donor plaque at site, copy of museum brochure, or other means indicating IDNR grant assistance).
 6. Photos of completed project elements.
- q. Request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date as indicated in the Project Agreement.

VI. Financial Records and Audit Requirements

- a. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory

financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

- b. If the Grantee is acting as the Fiscal Agent for a Public Museum and is a county or municipality, the following applies: If the Grantee receives \$500,000 or more in grant funds, the Grantee shall provide the IDNR with an agency-wide financial and compliance audit for each year that grant expenditures are made. This audit should be conducted as part of the Grantee's annual audit, as is generally required by: 1) State law (i.e., 55 ILCS 5/6-31001 *et seq.* and 65 ILCS 5/8-8-1 *et seq.*); 2) OMB Circular A-133; or, 3) the Grantee's own governing body. **This is a completely separate audit requirement than detailed in Implementation and Billing packet.**
- c. All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois, and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The Grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement. **(It is important to inform your auditors that PMC grant funds are State money, not Federal.)**
- d. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. **Failure to obtain any required permit or approval may jeopardize PMC grant reimbursement and/or cause debarment.**
- e. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the IDNR or its representative, the Grantee shall be responsible for repayment of such costs.

VII. Compliance with Laws

- a. The IDNR and the Grantee agree to perform this Agreement in accordance with the Public Museum Capital Grants Program, as amended (20 ILCS 801/1-25(7)); with the rules promulgated pursuant to that Act (23 IL Adm. Code 3200.5 *et seq.*); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.
- b. The agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*).
- c. The Grantee agrees to complete the project in accordance with all applicable federal, state and local laws, ordinances and regulations.
- d. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.
- e. Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.
- f. The Grantee certifies, and shall be responsible for assuring, that no official or employee of the Grantee, who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition or development of property in connection with this project, shall have any financial or other personal interest in any such contract for the acquisition/development.
- g. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of IDNR to enforce strictly any term, right or condition of this Agreement shall be construed

as a waiver of such term, right or condition. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

- h. No assignment of grant provisions or duties is allowed.
- i. This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.
- j. This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).
- k. The Grantee certifies, and shall be responsible for assuring, that no person performing services for the Grantee in connection with this project shall have a financial or other personal interest other than his employment or retention by the Grantee; and that in any contract for acquisition or development of property in connection with this project, no officer or employee of such person retained by the Grantee shall have any financial or personal interest in any real property acquired or developed for this project, unless such interest is openly disclosed upon the public records of the Grantee, and such officer, employee, or person has not participated in the acquisition for, or on behalf of, the Grantee.
- l. All facilities constructed with state PMC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards and the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).

VIII. Intellectual Property

- a. All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
- b. To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
- c. Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.

IX. Notice to Parties

All correspondence arising from this Agreement shall be directed to the individuals who signed this Agreement or its designated representatives. All notices shall be deemed to have been provided at the time it is actually received.

X. Agency

Neither Grantee, nor its employees, agents, or subcontractors, shall be deemed to be an agent of the State of Illinois or IDNR.

XI. Remedies

Indemnification: Grantee shall indemnify, protect, defend, and hold harmless IDNR from any and all liability, costs, damages, expenses, reasonable attorneys' fees, or claims thereof arising under, through, or by virtue of the construction, operation, and maintenance of the project.

XII. Contractual Authority

The agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under this Agreement. When an authorized designee signs in addition to an Agency, he or she does so as approving officer and shall not have any liability to the Grantee.

XIII. Freedom of Information Act

This Agreement and all related public records maintained by, provided to or required by the State are subject to the Illinois Freedom of Information Act (50 ILCS 140 *et seq.*).

XIV. Attachments

- a. This Agreement, including the documents specified below, constitutes the entirety of the Agreement between the parties and supersedes any other agreement or communication, whether written or oral, relating to this award that may have been made by either party. If there is a discrepancy between the language of an attachment and this Agreement, the Agreement controls.

Attachment A: Standard Certifications

Attachment B: Request for Taxpayer Identification Number and Certification

Attachment C: Disclosures and Conflicts of Interest

Attachment D: PMC/DOC-4

- b. The Grantee acknowledges and agrees that each of the certifications or amendments identified above this article shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.
- c. Grantee certifies under oath that all information in the Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification (30 ILCS 705/4(b)(6)).

GRANTEE

(Agency)

(Signature)

(Name)

(Title)

(Date)

CERTIFICATION

I certify under oath that all information in the grant agreement is true and correct to the best of my knowledge, information, and belief; and that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification.

GRANTEE Signature and Date

STATE OF ILLINOIS

IL Department of Natural Resources

(Agency)

(Director - Signature)

Marc Miller

(Director - Name)

(Date)

(IDNR General Counsel-Signature) Date

Jeffrey P. Smith

(IDNR General Counsel-Name)

(IDNR Chief Fiscal Officer-Signature) Date

Scott Harper

(IDNR Chief Fiscal Officer-Name)

Approved for use by IDNR Legal Counsel 3/11/14

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

or

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

- | | |
|---|---|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership | ☐ Estate or trust |
| ☐ Legal Services Corporation | ☐ Pharmacy (Non-Corp.) |
| ☐ Tax-exempt | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ D = disregarded entity |
| | ☐ C = corporation |
| | ☐ P = partnership |

Signature: _____

Date: _____

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

Signature_____

Printed Name_____

Title_____Date_____

Address_____

Public Museum Name:	Miller Park Zoo
Project Title:	The DeBrazza's Plaza
Name of entity that will hold title to the project site:	City of Bloomington (Miller Park Zoo)
Check if entity holding title is a unit of local government:	☒

ESTIMATED PROJECT DEVELOPMENT COSTS

- Clearly identify project costs to be expended with grant funds as well as matching funds (if applicable).
- Do not submit a lump sum budget.
- Costs should be broken down by major project components and budget categories.
- Contingency costs cannot be submitted as separate costs.
- Limit to number of lines needed to give a concise overview of the project costs.

Project Components (Itemized)	Cost Estimate Incurred by Public Museum Grant Funds	Cost Estimate Incurred by Grantee/Fiscal Agent (Match)	Construction Method **
Parking Lot Architectural Design	\$20,000		C
Parking Lot Addition and Road Removal	\$160,000		C
DeBrazza's Monkey Architectural Design	\$23,000		C
DeBrazza's Monkey exhibit and holding building	\$180,000		C
Entrance Building Architectural Design	\$27,000		C
Entrance Building Renovation (Concession Stand and Expanded Gift Shop)	\$225,000		C
Entrance Building roof replacement and addition	\$34,000		C
Interpretive Signage (Graphics)	\$4,000		C
Painting of Entrance Building and addition	\$9,000		C
Landscaping	\$10,000	\$20,000	SS
Replace 3.5 ton condensing units	\$8,000		C
(Round to the nearest \$100) TOTAL	\$ 700,000	\$ 20,000	

** Construction Method Key: C - Contract; SS - Sole Supplier

(Note: The value of donated materials and donated (volunteer) labor are not eligible for reimbursement, but can be used to reduce overall costs. **Force account labor is not an eligible capital expenditure.**)

Total Estimated Project Costs:	\$ 720,000
If applicable, identify architectural/engineering firm or firms to be used in completing project:	To be sent out for bid

“Points to Remember”

Before returning the Project Agreement, there are three (3) pages that must be signed and/or completed:

- (1) Page 9, all five lines under “Project Sponsor”; the “Certification” box must also be signed and dated.
- (2) Page 10, complete and sign the “Taxpayer Identification Number” document.
- (3) Page 13, one box under #29 **must** be checked and all lines under Vendor must be completed, signed and dated. You the “Grantee” are the vendor.
- (4) All non-governmental entities must also complete the “Disclosures and Conflicts of Interest” form that will be attached to your agreement. This form must be filled out in its entirety. **All sections must be completed as instructed.** Be sure to read and complete this form carefully.

As part of a grant funds monitoring requirement, when returning the fully signed Project Agreement please provide a Gantt chart, or project schedule, and your project completion date with the month and year you will be submitting your request for reimbursement. The Project Agreement will **not** be executed by DNR without this projected date.

You should have a copy of DNR’s Comprehensive Environmental Review Process (CERP) sign-off indicating that you may proceed with your project. If you do not have the CERP sign-off, **DO NOT** begin your project. Contact your assigned grant administrator regarding the status of your sign-off.

All project components **MUST** comply with ADA accessibility standards

A “Development Project Status Report” must be submitted **each January 1st, April 1st, July 1st, and October 1st** until the project’s final billing is submitted. The report may be mailed, faxed or emailed to DNR. (This report is found in the “Implementation and Billing Requirements” packet. Prior to initially completing the report, additional copies of the report should be made.)

Any change order plus/minus \$10,000.00 **must** be approved by DNR **prior to execution**. Failure to do so will result in the amount of the change order being disallowed.

More than ample time is provided to fully complete your project. You should have the project completed well before this deadline.

The key to a successful project is good communication. If there are any questions or concerns at any point during the implementation of your project, please do not hesitate to call 217/782-7481.

PUBLIC MUSEUM CAPITAL GRANTS PROGRAM

IMPLEMENTATION AND BILLING REQUIREMENTS



**Illinois Department of Natural Resources
Division of Grant Administration
One Natural Resources Way
Springfield, Illinois 62702-1271
(217) 782-7481**

**PROJECT COMPLIANCE INSTRUCTIONS
AND
BILLING PACKET INFORMATION**

In this packet, you will find necessary information and instructions to properly implement an approved Public Museum Capital Grants Program (PMC) project with the Illinois Department of Natural Resources (IDNR). **PLEASE READ THOROUGHLY!** Failure to comply with these instructions can jeopardize grant reimbursement.

GENERAL

1. To maintain eligibility for grant reimbursement, the Grantee must satisfactorily complete ALL approved project components as specified in the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by the IDNR **prior** to implementation in order to maintain overall eligibility for grant reimbursement. Any Change Order +/- \$10,000 not approved by the IDNR will not be eligible for grant reimbursement.
2. Projects cannot incur and costs against the grant funded project with the exception of A&E work prior to receipt of an approved CERP form. Project may lose funding eligibility if costs are incurred prior to CERP approval.
3. Project construction must be completed by the Grantee in accordance with all laws of the Local Unit of Government indicated on form MC/DOC-1 #5 including any applicable State of Illinois purchase and procurement laws.
4. In-house engineering and administration, force account labor and force account materials ar NOT reimbursable under the PMC grant program.
5. All facilities constructed with State PMC assistance must be designed to accommodate full accessibility as per the Illinois Accessibility Code standards and the Americans with Disabilities Act (ADA).
6. The approved PMC development project must be completed and ready for final acceptance by IDNR staff AND all project costs for which reimbursement is expected must be incurred no later than the expiration date specified on the signed Project Agreement. Failure to have approved project components completed by the specified project expiration date could jeopardize approved grant reimbursement on the project.
7. In connection with and prior to the construction, and thereafter the subsequent operation and maintenance of the PMC-assisted facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, from, but not limited to, the following. **(Failure to do so can jeopardize grant reimbursement.)**
 - a. IL Dept. of Natural Resources regarding "Interagency Wetlands Policy Act" (20 ILCS 830); "State Endangered Species Act" (520 ILCS 10/11); cultural resource impacts (20 ILCS 3410/9, *coordinated with the IL Historic Preservation Agency*); and impacts to state waterways (615 ILCS 5/5).
 - b. Local Building or Zoning Agencies or Boards, where applicable.
8. Project Status Reports must be submitted **each January 1st, April 1st, July 1st, and October 1st** throughout the duration of project implementation (i.e., until the project's reimbursement request is submitted to the Illinois DNR). These progress reports should be forwarded to the IDNR Grant Administrator assigned to the project.
9. Please contact the DNR Grants staff at 217/782-7481 if you have any questions as you proceed with project implementation regarding program requirements.

OPEN COMPETITIVE BIDDING

1. EXCEPT as noted below in items #2 and #4, all open competitive bidding for PMC projects shall be done in accordance with the Grantee's statutory requirements governing public procurements. PMC projects are possible through the sale of public bonds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of these funds. This will require the use of the procurement policies of the local unit of government identified in the PMC application. (MC DOC-1 #5)
2. The Grantee shall encourage "minority" business firms to submit bids on the approved project and successful contract bidders to utilize minority businesses as sub-contractors for supplies, services, and construction. This stipulation should be noted in all bid solicitation notices.
3. The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements.

The instructions to bidders in the Bid Specifications should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and if scope of individual work elements can be modified.

In general, the *Instructions and General Conditions* section of the Bid Specifications should, at a minimum, address the following items:

- . Bid Opening Date
- . Number of days Bid must be held
- . Bid, Performance and Payment Bond/Security Requirements
- . Contractor Insurance Requirements
- . Completion date and if liquidated damages occur for late completion
- . Terms of Payment to Contractor
- . Schedule of quantities/material list and Unit Costs
- . If a Bid is for material or product supply only, a specific name brand cannot be specified WITHOUT also stipulating the phrase "or approved equal" will be accepted. Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

Bid Specifications must include the requirement that contractors and subcontractors pay State Prevailing Wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01-12).

Remember, the IDNR requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to IDNR that a delay in project execution was beyond the Grantee's control.

4. In certain instances, conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders. If the change order involves 1) the total deletion of an identified project component, 2) the addition of a new component for which reimbursement will be sought or 3) exceeds \$10,000 in value (including deductions), the Grantee must receive prior written Illinois IDNR approval. **Failure to obtain prior approval will result in the amount of the change order being disallowed. (pursuant to 720 ILCS 5/33E-9 of the Criminal Code of 1961).** For change orders in excess of \$10,000 written assurance **MUST BE** provided to the Illinois IDNR by the Grantee (1) the circumstances said to necessitate the change in performance were not reasonable foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law.

NO-BID CONTRACTS LABOR GUIDELINES

1. Project construction can be completed by means of individual small non bid contracts following the Grantee's procurement requirements. PMC projects are possible through the sale of public bonds and therefore require the use and oversight of a public body's procurement guidelines to ensure the proper stewardship of these funds. This will require the use of the procurement policies of the local unit of government identified in the PMC application.
2. The value of donated material, labor and equipment to a project IS NOT grant eligible nor is the purchase of non-consumable items (tools, etc.) necessary to complete project work.

PROJECT BILLING REQUIREMENTS

1. Billing requests for grant reimbursement will be processed at the 50% (if requested) and 100% project completion levels. Only costs incurred during the specified project period dates indicated on the signed Project Agreement and necessary to complete the approved project components are eligible for grant reimbursement. The 50% completion level is determined by the Gantt chart submitted with your signed agreement and is based on project completion not financial expenditures. The Grantee may bill only once at the 100% completion level if the Grantee chooses.
2. **All of the following documentation is required to be presented to the IDNR with any project billing request.** Failure to provide any of these 7 items will result in a delay in processing your payment:
 - a. Completed "Project Billing Form" signed and dated with attestation completed.
 - b. Completed "Project Billing Performance Report" submitted with reimbursement documents.
 - c. A "Schedule of Professional Services and Publicly Bid Contracts" (including A & E work, construction and material/equipment purchase contracts) and associated contract change orders (if applicable), issued pursuant to the approved PMC project for which grant reimbursement is claimed. The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract change orders(+/-).;

And

A "Schedule of Project Expenditures" incurred pursuant to the approved PMC grant project for which all grant reimbursements are claimed. *The schedule/spread sheet must contain a certification statement signed by the Grantee's chief fiscal officer and chief administrator or Fiscal Officer attesting to the accuracy of the information.*

These schedules shall list, at a minimum, information shown in the example on Attachment B.

- d. Agreed Upon Procedures Report from CPA firm, including applicable schedules. Costs claimed on the "Project Billing Form" must be reviewed and attested to by an independent CPA* in accordance with the *Statement on Standards for Attestation Engagements* as established by the American Institute of Certified Public Accountants. The independent Attestation will be based on the "Agreed Upon Procedure" developed by IDNR and identified on **Attachment A. This is a completely separate audit requirement than detailed in section F.4. of your agreement and is necessary for your billing.**
- NOTE: The cost of having the independent attestation of the Project Billing conducted is considered an eligible project cost and may be claimed for grant reimbursement. Submit invoice from accounting firm and proof of payment.
- e. A general drawing/sketch of completed project work (must be no larger than 11" x 17"). If billing at 50% project completion and drawings are not applicable, a narrative of work completed to date should be submitted.
 - f. Proof of Public Museum Capital Grants Program acknowledgment (e.g., photo of sign or donor plaque at site or copy of museum brochure or other means indicating IDNR grant assistance). **This requirement is due at the time the final billing is requested.**
 - g. Photos of completed project elements.
3. Final request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date of the Project Agreement.

*It is recommended that the CPA firm that conducts the Grantee's regular agency-wide audit be used for this purpose.

BILLING REQUIREMENTS CONTINUED

Information the Grantee will need to provide the CPA (auditor) in order to have the independent Billing Attestation efficiently completed according to the established "Agreed Upon Procedures", Attachment A of the agreement:

1. Copy of the signed Project Agreement and any amendments executed thereto;
2. A spread sheet or schedule of all professional services (A/E) contracts and publicly bid construction and material/equipment purchase contracts and associated contract change orders (if applicable), issued pursuant to the approved PMC project for which grant reimbursement is claimed (the "Schedule of Professional Services and Publicly Bid Contracts");

The schedule should list the following: contractor or A/E firm name, project element completed by contract, contract amount and, if applicable, an itemized listing of any contract change orders(+/-). **The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.**

3. Proof of bid advertisement for all publicly bid construction and material/equipment purchase contracts.
4. Copy of Bid Tabulation for each publicly bid construction and material/equipment purchase contract.
5. (If applicable) Justification for and proof of Board action, approving the awarding of any project construction and material/purchase contract to someone other than a low bidder.

A "Schedule of Project Expenditures" incurred pursuant to the approved PMC grant project for which grant reimbursement is claimed. **The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.** *The schedule/spread sheet must contain a certification statement signed by the Grantee's chief fiscal officer and chief administrator or Fiscal Officer attesting to the accuracy of the information. The schedule shall list, at a minimum, information shown in the example on Attachment B of your grant agreement.*

6. A copy of applicable state statutes and applicable local ordinances concerning bidding requirements for construction contracts and equipment/material purchases for the unit of local government who was identified in the PMC application (MC DOC-1 #5).

You may find it helpful to provide a copy of this Implementation and Billing packet to your CPA for use as a reference during their review and to be certain they have everything necessary to perform the work being required by this grant.

"Agreed Upon Procedures" for Public Museum Capital Grants Project Billing Attestation

Costs claimed for Public Museum Capital grant reimbursement on the Project Billing Form must be attested to by an independent CPA licensed in the State of Illinois. The attestation shall be completed in general accordance with the Statement on Standards for Attestation Engagements as established by the American Institute of Certified Public Accountants and based on the following "Agreed Upon Procedures" developed by the Illinois Department of Natural Resources.

Recommended "Agreed Upon Procedures" for attesting to the eligibility of the costs claimed on the *Project Billing Form* signed and attested to by the local project sponsor (grantee):

Based on both 1) Project Performance Report 2) PMC Schedule of Project Expenditures which must be provided by the local project sponsor (Grantee) as supporting documentation for the *Project Billing Form*, perform the following procedures and provide a report detailing the results. The report should include copies of the aforementioned schedules and the signed *Project Billing Form* provided by the local project sponsor (Grantee).

- A. Verify that all items listed on the schedule(s) were for work germane to the scope of the approved PMC project as described on the signed Project Agreement, any amendments, and components listed on the MC/DOC-4: Development Data form; thereto, and, with the exception of project Professional Services (A/E) contracts, were executed after the project start date indicated on the signed Project Agreement. Identify and report any exceptions.
- B. With the exception of Professional Services (A/E) contracts, verify that the local project sponsor (Grantee) has complied with the sponsor's written procurement procedures regarding open competitive bidding for all construction contracts and all material/equipment purchases, AND that prospective bidders were given a Bid Opening date and number of days Bid must be held in the advertisement to submit bid proposals to the local project sponsor (grantee). Identify and report any exceptions.
- C. Verify that all publicly bid construction and material/equipment purchase contracts executed for the project were awarded to the low bidder. Identify and report any exceptions and attach written justification from local project sponsor (grantee) for their awarding any contract to someone other than the low bidder.
- D. Verify that all change orders to the construction and material/equipment purchase contracts are germane to the approved PMC project scope and that any change orders of \$10,000 or more were approved by DNR. Identify and report any noted exceptions and attach a copy of any change order noted as an exception.
- E. Sample a minimum of 25% of the project expenditures listed on the "PMC Schedule of Project Expenditures" and trace to the local project sponsor's accounting record system and verify the costs are germane to the project scope and, with the exception of project professional services (A/E fees), were incurred during the project period specified on the signed Project Agreement. Identify and report any noted exceptions.
- F. Verify that local matching dollars (if applicable) for the project did not include federal or other state funds. Identify and report any exceptions.
- G. Verify that "Prevailing Wage" language was included in any/all construction contract(s). Identify and report any exceptions.

ATTACHMENT B**Schedule of Professional Services (A/E) and Publicly Bid Project Contracts [SAMPLE FORMAT]**

Grant Project #:

Firm Name	Project Element	Base Contract Amt	Change Order (+/-)	Total
CS & AS Associates	A/E services	\$10,500.00		\$10,500.00
SGS Construction	Structure construction	\$98,500.00	#1 - \$11,500.00(+)	
			#2 - \$3,100.00(+)	\$113,100.00
Lighting Supply Co.	Display lighting equipment	\$39,000.00		\$39,000.00
Build Better, Inc.	(2) Pre-fab Display Cases	\$28,000.00		\$28,000.00
PMC Construction Co.	Install lighting & Display Cases	\$32,500.00	#1 - \$ 900.00(+)	
			#2 - \$1,800.00(+)	
			#3 - \$2,300.00(+)	\$37,500.00
Springdale Landscaping	Museum Landscaping	\$24,200.00	#1 - \$1,200.00(+)	\$25,400.00
Acme Paving Co.	Walkway paving & ramps	\$9,500.00		\$9,500.00
TOTAL				\$263,000.00

Schedule of Project Expenditures [SAMPLE FORMAT]

Grant Project #:

Vendor/Contractor Name	Work Element	Invoice Date	Invoice #	Invoice Amount	Check Date	Check #	Check Amount	Amount Claimed for Grant Reimbursement
TOTAL								

I hereby certify that the costs shown on this "Schedule of Project Expenditures" are true and correct and based on actual expenditures by the Project Sponsor for the referenced PMC project; that grant reimbursement/payment from the State of Illinois has not been received for these costs; and that the costs are in accordance with provisions of the Department of Natural Resources Public Museum Capital Grants Program (23 IL Adm Code 3200).

 (Name & Title)

 (Signature)

ATTESTED BY: _____
 (Signature of local agency's Chief Fiscal Officer)

RECORD RETENTION / AUDIT REQUIREMENTS

A. RECORD RETENTION

As stipulated in Item V.a. of the General Provisions of the grant Project Agreement, the local Grantee (fiscal agent) must maintain, for a minimum three (3) year period following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the Illinois DNR and/or the State of Illinois, Auditor General, for auditing at reasonable times. Failure by the Grantee (fiscal agent) to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

B. AUDIT REQUIREMENTS

If the Grantee is acting as the Fiscal Agent for a Public Museum and is a County or Municipality the following applies:

Any Grantee receiving a cumulative total of \$500,000 or more in state or federal assistance, they are required to have an agency-wide annual finance and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et. seq. or 55 ILCS 5/6-31001 et. seq.) 2) by federal requirements (OMB circulars A-133), or 3) by the grantee's own governing body, as applicable. A copy of the audit must be provided to DNR, upon request, OR if any findings (irregularities) involving the PMC grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985). Procurement of the necessary audit(s) is the responsibility of the grantee and can follow established local procurement procedures, provided those procedures promote an open and competitive environment. **(It is important to inform your auditors that PMC grant funds are State grant funds, not Federal funds.)**

This is a completely separate audit requirement than detailed in Attachment A of your grant agreement.

C. AUDIT RESOLUTION

The Grantee (fiscal agent) shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the Grantee shall be responsible for repayment of such costs.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
PUBLIC MUSEUM CAPITAL GRANTS PROGRAM

PROJECT BILLING FORM

Project #: _____

Grantee: _____

Project Title: _____ Project Billing #: #1 #2

Grantee F.E.I.N./T.I.N. _____ Project Completion Level: 50% 100%

COSTS SUMMARY STATEMENT

Cost Category	Expenditures	
	Amount Claimed To Date	Amount Claimed This Billing
Construction Costs (Bid Contracts)		
Non-Bid Construction Costs Hired (non-bid) Labor		
	Material/Supplies	
Architectural/Engineering Fees		
CPA Costs		
Other (Specify)		
TOTAL		
Less Local Agency Share		
Amount Claimed for Grant Reimbursement		

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record by the participant local sponsor; that payment from the State of Illinois has not been received for these costs on any prior reimbursement request(s) from this Project Agreement or any previous Project Agreement(s) granted by the State of Illinois; that the completed work and services or purchases are in accordance with provisions of the Illinois Public Museum Capital Grants Program (23 IL Adm Code 3200) and the signed Project Agreement, including amendments thereto, with the Illinois Department of Natural Resources; and that local matching dollars for the project did not include federal or other state funds.

BY: _____

(signature)

NAME: _____

TITLE: _____

AGENCY: _____

(Document must be attested to by Grantee's fiscal officer)

ATTESTED BY: _____

DATE: _____

(signature)

(title)

IL Department of Natural Resources
"Public Museum Capital Grant Program"

PROJECT PERFORMANCE REPORT

Project #: MC

Project Sponsor:

Project Title: Date:

(CONCISE / QUANTIFIED DESCRIPTION OF COMPLETED PROJECT)

--

(GENERAL COST BREAKDOWN OF COMPLETED MAJOR PROJECT COMPONENTS)

[illegible]

Prepared by: _____
(signature)

Title: _____

**ILLINOIS PUBLIC MUSEUM CAPITAL GRANT PROGRAM
BILLING CHECKLIST**

- ☐ Project Billing Form
- ☐ Project Performance Report
Mail to:
- ☐ Schedule of Professional Services & Publically Bid Contracts
- ☐ Schedule of Project Expenditures
- ☐ CPA "Agreed Upon Procedures"
- ☐ Drawing or sketch of completed work or narrative
- ☐ Proof of Public Museum Capital Grants Program acknowledgement
This requirement is due at the time the final billing is requested.
- ☐ Photos of completed project elements

Mail to:

**Department of Natural Resources
Attn: OAEG, Division of Grants
(INCLUDE NAME OF GRANT ADMINISTRATOR)
One Natural Resources Way
Springfield IL 62702**

Development Project Status Report
(Reports due January 1st, April 1st, July 1 and October 1st)
Failure to submit a status report will result in no reimbursement.

Project #: _____ Project Sponsor: _____
Project Title: _____
Project SITE: _____ Congressional Dist: _____ Legislative (Senate) Dist: _____ Representative (House) Dist: _____
DNR Grant Administrator: _____

Check appropriate box:

☐ If applicable, currently addressing environmental requirements listed on the CERP form.
Archaeological survey required, date submitted: _____ OR anticipated date of submittal: _____
Wetland development plans required, date submitted: _____ OR anticipated date of submittal: _____

☐ Project currently in design stage. Anticipated bid advertisement date: _____
All necessary construction permits secured: ☐ Yes ☐ No If no, describe on back of page what permits are still needed and their status)

☐ Draft Bid Documents include compliance requirement that contractors pay State Prevailing Wages.
Prevailing Wage Act (820 ILCS 130/0.01-12) ☐ Yes ☐ No (If no, explain non-compliance on back of page) 1
question must be answered before project can be "out to bid".

☐ Project currently out to bid or bids received
Anticipated construction start date: _____ Anticipated completion date: _____

☐ Project under construction (approx. percentage completed) ☐ < 25% ☐ 25% ☐ 50% ☐ 75% ☐ 90%
(provide brief description of work completed and remaining to be done)

☐ Project construction complete. Anticipated Final Billing submittal date: _____

For July 1 Status Report only, dollar amount of incurred costs from **date of award** to present. Incurred costs represent actual payments made by the sponsor that have not yet been billed to the State. \$ _____.

Comments

Prepared by: _____ Date: _____

Mail to: IDNR, Division of Grant Administration, One Natural Resources Way, Springfield, IL 62702
FAX: 217/782-9599 Email: dnr.grants@illinois.gov

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES
COMPREHENSIVE ENVIRONMENTAL REVIEW PROCESS (CERP) FORM**

(page 1 of 3)

PUBLIC MUSEUM GRANTS PROGRAM FY2014

Public Museum: Miller Park Zoo Contact Person: Jay Tetzloff
 Address: 1020 South Morris Ave, Bloomington, IL 61701 email: jtetzloff@cityblm.org
 Phone: 309-434-2250 Date: 29 January 2014
 Project Title: The DeBrazza's Plaza

Check appropriate response: ☒ New Project Application (*not previously reviewed/considered by IDNR*)
☐ Application Resubmittal*

*If resubmittal, indicate the year(s) previously submitted: N/A

Has project proposal changed in scope or design layout from previous submittal(s)? ☐ Yes ☒ No

Project Location

Street Address and City: 1020 South Morris Avenue, Bloomington County: McLean
 Numeric Township: 23N Range: 2E Section: 08

Please attach: Photocopy of a 7.5 min. USGS topographic map showing the portion where the project site is located with the building and affected grounds clearly indicated. Maps may be downloaded from Illinois Natural Resources Geospatial Data Clearinghouse or purchased online at <http://isgs.illinois.edu> or from *Illinois State Geological Survey, Natural Resources Building 615 East Peabody Drive, Champaign, IL 61820* tel. 217-333-4747 or 217-265-7307 or e-mail: isgs@isgs.illinois.edu

Project Conceptual Development Plan(s): Attachment 3 (Provided with the grant application)

Project type: Check (what is applicable)

☒ Building Expansion ☒ External Building Modifications ☒ Internal Building Modifications
☒ Exhibits ☐ Other

Project building is: ☐ Post-1960 ☐ Pre-1960: (If project building is pre 1960 you will need to complete CERP Form page 2.)

Does the project include tree removal? ☒ Yes ☐ No If yes, anticipated number to be removed: 9

Concise Project Description

(Provide details on work locations, material types, ages of the affected components, and reason for the undertaking. Attach additional sheets as needed.)

The DeBrazza's Plaza centers around the Miller Park Zoo's entrance. The project consists of a new DeBrazza's Monkey exhibit, renovations to the Zoo's Entrance Building (including a concession stand and expanded gift shop), and an additional parking lot. This project will enhance the guest experience and amenities. It will complement the changes that are happening at the Zoo with the Flamingo exhibit construction beginning this year. The DeBrazza's Monkey exhibit will showcase another new species for the guests to enjoy and become engaged. The Entrance Building renovations will allow the Zoo to grow the revenues to enhance programming at the Zoo and in the community. The additional parking lot will benefit the entire community as many park activities will also utilize the new spaces.

DEPARTMENT USE ONLY	Approved	Approved w/ Restrictions*	Comments*	Grant Adm.
Cultural Resources	<u>X</u>			
T&E Species/NP/Natural Area/LWR	<u>X</u>			
Wetlands (Sec.404, see reverse side)	<u>X</u>			
<u>Rich Lewis</u>	<u>2-28-14</u>		* see attached letter/comments	
OREP/RR&C/CERP Coordinator	Date		Signature indicated IDNR CERP sign-off for ONLY the project information included in this submittal. Any changes must be resubmitted for review.	

(SUBMIT THIS FORM, THE SPECIFIED ATTACHMENTS, AND DIGITAL PHOTOS FOR BUILDINGS AND STRUCTURES CONSTRUCTED PRE-1960. See checklist for number of copies required)



FOR COUNCIL: July 14, 2014

SUBJECT: Resolution Regarding Temporary Closing of a Portion of a State Right of Way (Rt. 51 between Jefferson and Monroe) 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

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			

RESOLUTION NO. 2014 –

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 51 from Jefferson Street 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 on this ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: July 14, 2014

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 (5th) 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

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 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 this ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: July 14, 2014

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

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 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 this ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: July 14, 2014

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

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, 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 this ____ day of July 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: July 14, 2014

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 address 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: 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.

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 14, 2014

SUBJECT: Application of Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license

RECOMMENDATION/MOTION: That an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, 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 Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS 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 Stacy and Leslie Smith, owner/operators and Applicant's representatives.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representative addressed the Commission. Leslie Smith, owner/operator and Applicant's representative, addressed the Commission. He informed the Commission that the Lincoln Springs Center was located in the former OTB (Off Track Betting) facility. The Center obtained occupancy in February 2014. It was a room rental facility. The Center was a family business. Stacy Smith, his daughter, showed the space which was rented for parties. The plan was to obtain a liquor license.

Mayor Renner addressed the "E", Entertainment, liquor license. He noted the percentage of alcohol sales allowed, (forty percent/40%), under this liquor license classification. Mr. Smith responded affirmatively.

Commissioner Tompkins addressed the Emergency Contact sheet. He noted that only one (1) person had been listed. He also questioned the number of employees at the Center. Mr. Smith restated that the Center was family owned and operated. The goal was to eventually hire five (5) bartenders. The Center was showed by appointment.

Commissioner Tompkins noted that the Applicant believed that there would be 1,000 individuals visiting the Center per month. The Center would be operating a bar. He expressed his concern

regarding self-service. He also questioned BASSET (Beverage Alcohol Servers and Sellers Education & Training), certification.

Mr. Smith informed the Commission that the business plan included hiring a full time manager. There would be security staff on duty for larger events, such as weddings. The Center would not provide food and/or entertainment. The bar would be properly staffed.

Commissioner Tompkins questioned if alcohol would be stored on premise. Mr. Smith responded affirmatively. It would be kept in locked cabinets.

Stacy Smith, owner/operator and Applicant's representative, addressed the Commission. She stated that there would be a security system.

Commissioner Jordan noted the Smith's intention to lease the facility. There needed to be a responsible manager. The Center planned to host parties and would be responsible for security. Mr. Smith restated that for larger events with liquor service appropriate security measures would be applied.

Commissioner Jordan questioned an event with a hundred (100) attendees and event hours. Mr. Smith cited wedding receptions which could be held from 3:00 p.m. until 11:00 p.m. and/or high school reunions which could be held from 7:00 p.m. until 1:30 a.m. The times and number of guests would vary by event.

Commissioner Jordan cited a mixed age group event and how the Applicant planned to manage the bar service. Mr. Smith stated that the bartender would check the individual's identification. In addition, there would be a manager and security staff. Any concerns would be addressed.

Commissioner Jordan questioned a large mixed age group event and how the Applicant planned to distinguish individuals over the age of twenty-one (21). Mr. Smith cited the manager and bar staff would be responsible for same.

Mayor Renner addressed the role of the licensee.

George Boyle, Asst. Corporation Counsel, addressed the Council. He noted that in the past the Center had retained an out of town caterer. He questioned if the Center had also used in town caterers.

Mr. Smith stated that the Center was available for rentals. There were events with live music and these events offered an entertainment atmosphere. Wrist bands and other security measures would be utilized. The majority of interest shown in the Center was for wedding receptions.

Commissioner Jordan noted that generally a caterer was retained to provide food and beverage service.

Ms. Smith stated that her family was lifelong residents. She cited the investment in the facility. The focus would be on facility rentals. The plan was for the Center to become a high end

facility. Events would be hosted with trained bartenders. Security would be in place to insure safe events.

Mayor Renner readdressed BASSET training and BASSET certified staff.

Commissioner Tompkins addressed the responsibility of a liquor license holder. He cited potential liability and exposure. He questioned the Applicant's business model. He also questioned the Applicants familiarity with state liquor laws and the City's Alcoholic Beverage Code. He also cited his concern regarding adequate staffing.

Mr. Smith noted that the Center would be selective regarding the events hosted. They would meet with potential rentals and question the room's use.

Commissioner Tompkins noted that the Smiths plan to interview potential rentals. He questioned if the Center would host DJ parties. He also questioned the number of guests and the Smiths' plans if there was an overflow crowd.

Mr. Smith noted that rental decisions were discretionary. There would be proper staffing. The Center would increase staff numbers to meet business demands. The Center had assistance in the community, (i.e. current businesses that held restaurant and/or tavern liquor licenses).

Mr. Boyle questioned the cost to rent the facility. Mr. Smith cited \$2,750 for Saturday nights.

Mr. Boyle expressed his concern regarding the required percentage of nonalcohol sales, (i.e. sixty percent/60%). He also cited other separate issues. He noted outstanding code issues and notifications issued by the City's PACE, (Planning and Code Enforcement), Department.

Mr. Smith expressed his belief that all issues would be addressed by the week's end. He noted the Fire Inspector's occupancy. The Center would offer five (5) different seating plans. The rental would select the room arrangement.

Mr. Boyle questioned sprinklers. Mr. Smith responded affirmatively.

Mr. Boyle questioned if the door had been ordered. Mr. Smith responded affirmatively. *It should be noted that final inspection of the premises to verify compliance has not been scheduled as of this date, July 8, 2014.*

Commissioner Tompkins questioned if the Applicant planned to apply for a video gaming permit with the State of Illinois. Mr. Smith responded negatively.

Commissioner Jordan questioned the maximum occupancy. Mr. Smith stated with seating 315.

Commissioner Jordan stated that a DJ dance would be able to host 250 plus people. Mr. Smith responded affirmatively.

Commissioner Tompkins questioned if City staff had any concerns and/or issues with this application. Mr. Boyle noted that the Commission had a number of factors to consider, (Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License – Findings). The Commission made a recommendation to the Council.

Commissioner Tompkins expressed his belief that if the Commission's recommendation was denial then the Application would not be forwarded on to the Council.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the City Council that an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 Morrissey Dr., Unit 1, 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, approximately eleven (11) 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: This is a new license. Annual fee for an EAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, 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			

Chapter 6: Section 4B: Creation of New License - Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;

(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;

(3) The character and nature of the proposed establishment;

(4) The general design, layout and contents of the proposed establishment;

(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;

(7) The financial responsibility of the applicant;

(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)

(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;

(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;

(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;

(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;

(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;

(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. the number of video gaming machines relative to the customer seating capacity of the establishment; and

2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: July 14, 2014

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 address 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: 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.

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 14, 2014

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, Assistant Chief of Police

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

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

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Professional Standards Asst. Chief Duties
Attachment 3. Proposed Organizational Chart

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 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 this ___ day of July 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

ASSISTANT POLICE CHIEF

PROFESSIONAL STANDARDS

The Assistant Chief of Professional Standards directly or indirectly oversees all aspects of the investigation of complaints and internal investigations. In cooperation with the command staff, The Assistant Chief of Professional Standards ensures Bloomington Police Officers and employees perform their duties professionally, lawfully, reasonably, efficiently, and courteously while respecting the civil and constitutional rights of the Citizens they serve.

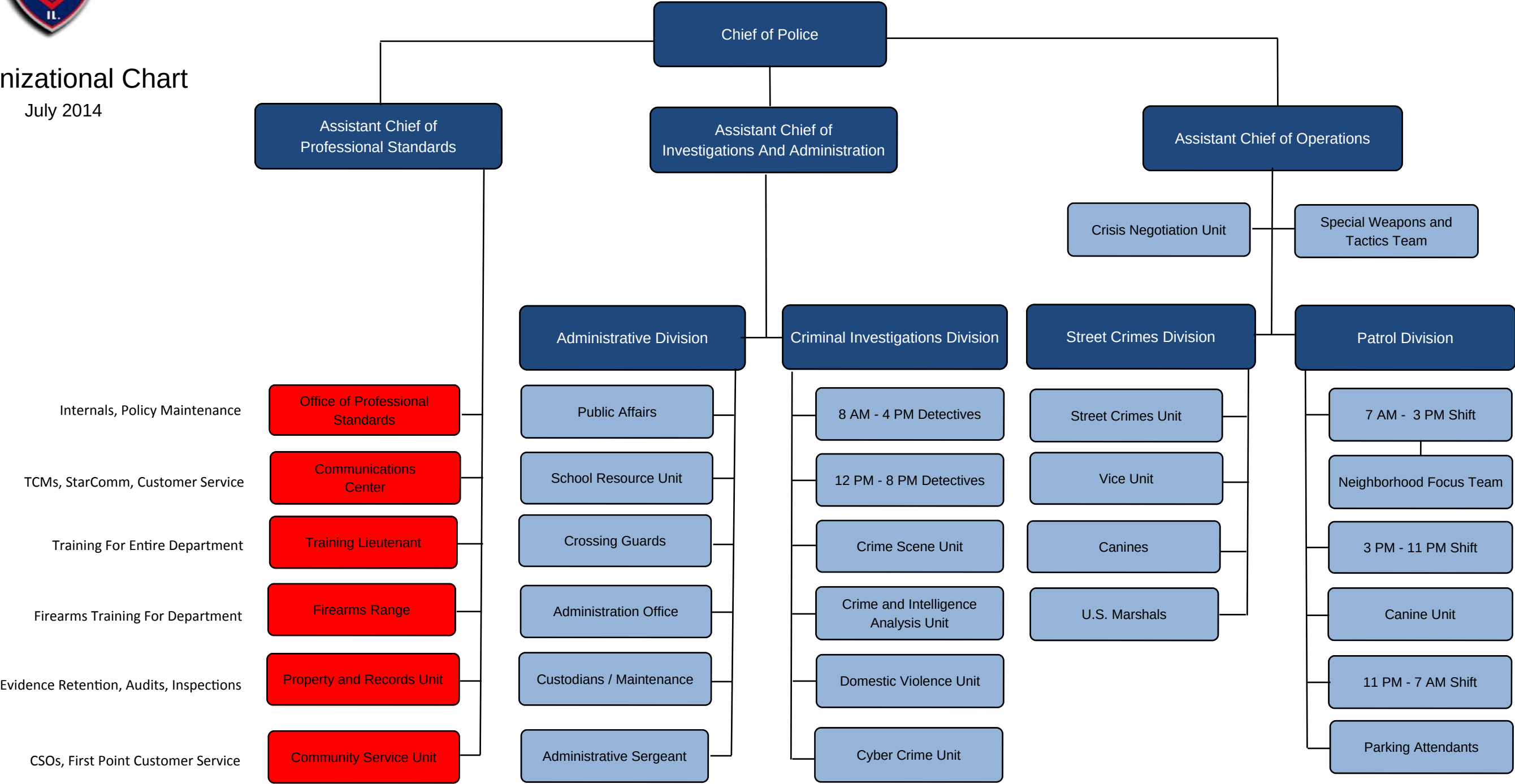
The duties of the Assistant Chief of Professional Standards include, but are not limited to, the following:

- A. Oversee and assist when necessary the investigation of citizen complaints and internal investigations. Ensures all procedures and timelines regarding these matters are adhered to.
- B. Direct supervisor of the Communications Center Manager. Ensures the Communications Center is functioning properly and adheres to all applicable ETSB standards.
- C. Supervise and evaluate the operation of the property and records unit.
- D. Supervise and direct operation of the community programs.
- E. Work to ensure that officers' conduct in support of our mission, is professional, lawful, reasonable, efficient, courteous, fair, unbiased, and consistent with the Rules and Regulations, policies, and Standard Operating Procedures of the Bloomington Police Department, and reflects the values of the organization.
- F. Conduct internal audits where required by Standard Operating Procedures.
- G. Oversee Police training programs with direct oversight of the training Sergeant and the firearms range.
- H. Cooperate, or cause cooperation, with other law enforcement and government officials.
- I. Act to keep the Chief of Police informed of a wide variety of informational topics from both within and outside the Department which could affect Department operations.
- J. Assume command of the Police Department in the absence of the Chief of Police.
- K. Oversee and maintain the Department's policies and procedures (Lexipol, directives, etc.).
- L. Research, compile, and recommend "best practices" in the field of policing to enhance the overall performance of officers in the delivery of police services.

- M. Monitor judicial decisions and work with legal staff in anticipating liability and reviewing Departmental policies and procedures for compliance.
- N. Monitor congressional bills pertaining to law enforcement and generate training material for briefing training upon their enactment into law.
- O. Participate in civic functions to represent the Police Department and to establish and maintain favorable public relations.
- P. Review and manage all Aggression Reports.
- Q. Other duties as assigned.



Organizational Chart
July 2014





FOR COUNCIL: July 14, 2014

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

Attachments: Attachment 1. Vacation Petition, Ordinance and Legal Description
Attachment 2. Dedication Petition, Ordinance and Legal Description
Attachment 3. Plat and Map

Motion: That the Vacation and Dedication be approved and the Ordinances 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 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 - ____

**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 this ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EASEMENT VACATION DESCRIPTION

Exhibit A

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.

P.I.N. 14-35-452-019

P.I.N. 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 - ____

**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 this ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EASEMENT DEDICATION DESCRIPTION

Exhibit A

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.

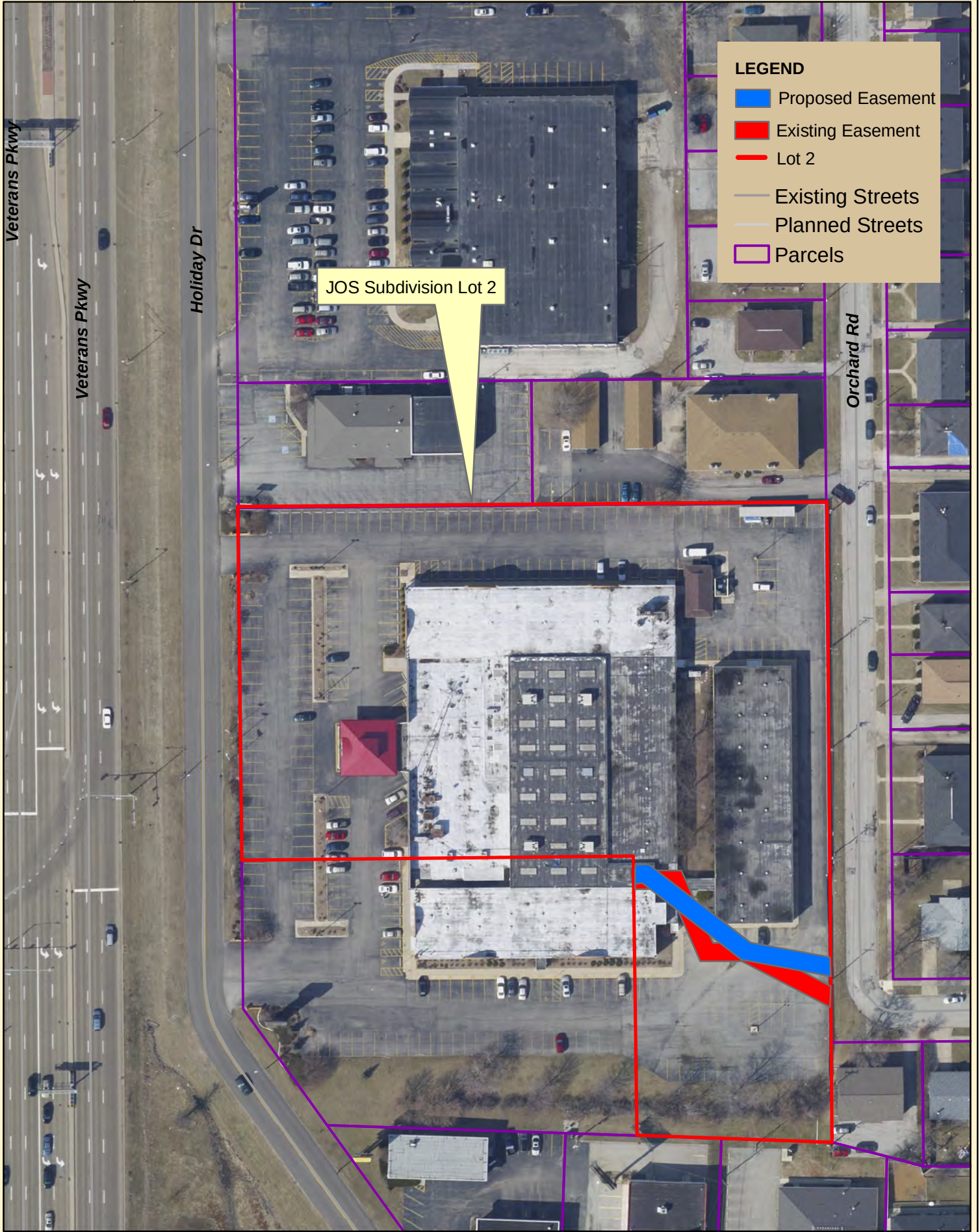
P.I.N. 14-35-452-019

P.I.N. 14-35-452-020

JOS Subdivision Storm Sewer Easement



80 40 0 Feet

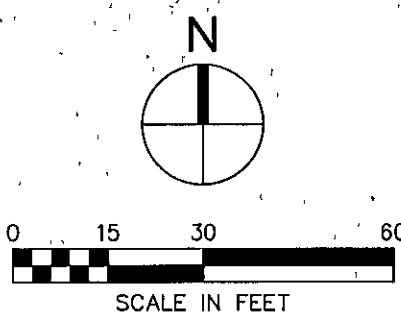



LEGEND

-  Proposed Easement
-  Existing Easement
-  Lot 2
-  Existing Streets
-  Planned Streets
-  Parcels

EASEMENT VACATION

LOT 2 JOS SUBDIVISION
A PART OF THE SE 1/4 SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.



LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
●	IRON ROD - FOUND
00	RECORD BEARING/DISTANCE
(00'M)	MEASURED DISTANCE
---	EASEMENT LINE
---	BOUNDARY LINE LOT 2
---	EASEMENT VACATION
⊞	CURB INLET
⊙	INTAKE - CIRCLE
---	STORM SEWER

EASEMENT VACATION 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.

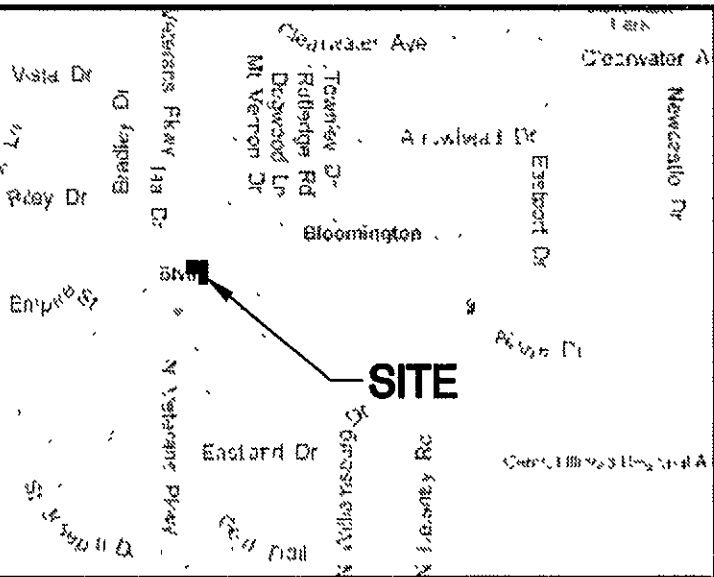
SHIVE-HATTERY
ARCHITECTURE/ENGINEERING

2103 Eastland Drive | Bloomington, Illinois 61704
309.662.8992 | fax 309.662.8808 | shive-hattery.com
Iowa | Illinois | Indiana | Missouri
Illinois Firm Number: 184-000214

TOPOGRAPHIC
SURVEY
LOT 2 IN JOS SUBDIVISION

1219 HOLIDAY LANE
BLOOMINGTON, ILLINOIS

Location Map
Bloomington, Illinois



KEY PLAN

DRAWN JAB
APPROVED DCD
ISSUED FOR
DATE 04-28-2014
FIELD BOOK 222/12

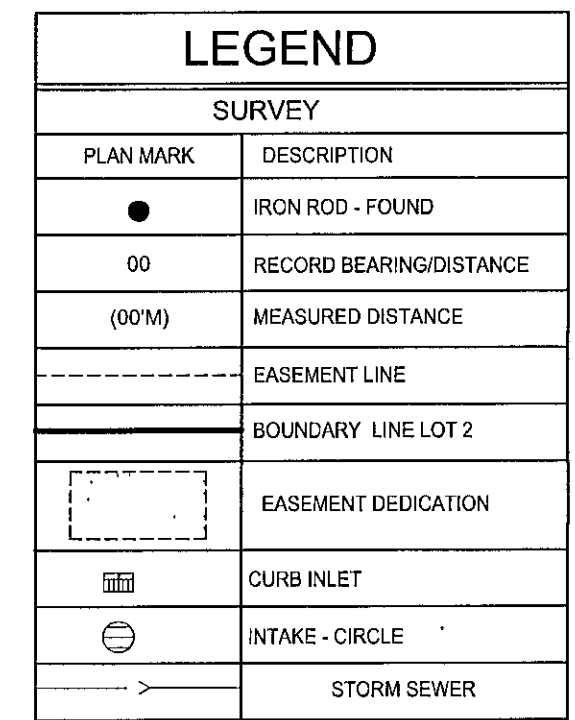
PROJECT NO. 6131810

EASEMENT VACATION

B1.1

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.	
	SIGNATURE	<i>Daniel C. Davison</i>
	NAME	DANIEL C. DAVISON
	DATE	06/09/2014
	LICENSE EXPIRES	11/30/2014
	PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL	B1.1

LOT 2 JOS SUBDIVISION
A PART OF THE SE 1/4 SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.



2103 Eastland Drive | Bloomington, Illinois 61704
309.662.8992 | fax 309 662 5808 | shive-hattery.com

Iowa | Illinois | Indiana | Missouri

Illinois Firm Number 184-000214

TOPOGRAPHIC
SURVEY
LOT 2 IN JOS SUBDIVISION

1219 HOLIDAY LANE
BLOOMINGTON, ILLINOIS

'EASEMENT DEDICATION 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,

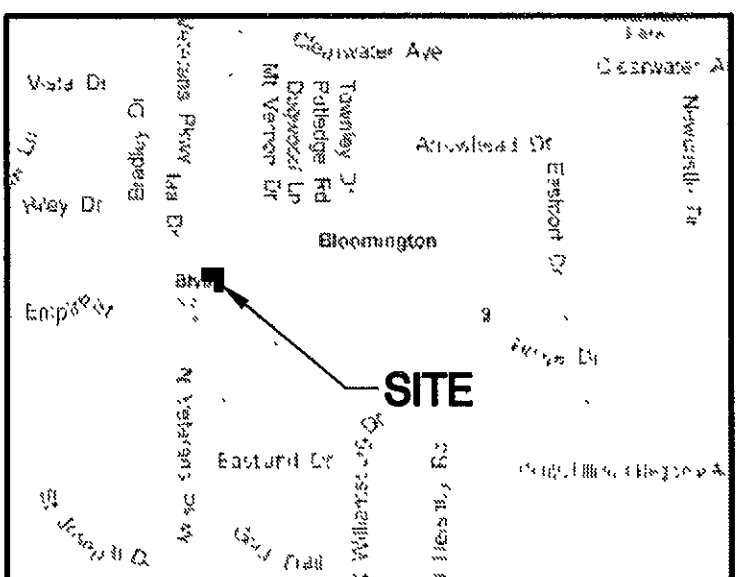
THENCE SOUTH 87 DEGREES 21 MINUTES 39 SECONDS WEST
8.66 FEET TO THE POINT OF TERMINUS, POINT ALSO BEING ON
THE EAST LINE OF LOT 1 JOS SUBDIVISION.

SIDE LINES SHALL BE LENGTHENED OR SHORTENED TO
TERMINATE ON SAID LOT LINES,

SAID DESCRIBED EASEMENT CONTAINS 2681 SQUARE FEET.

Location Map

Bloomington, Illinois

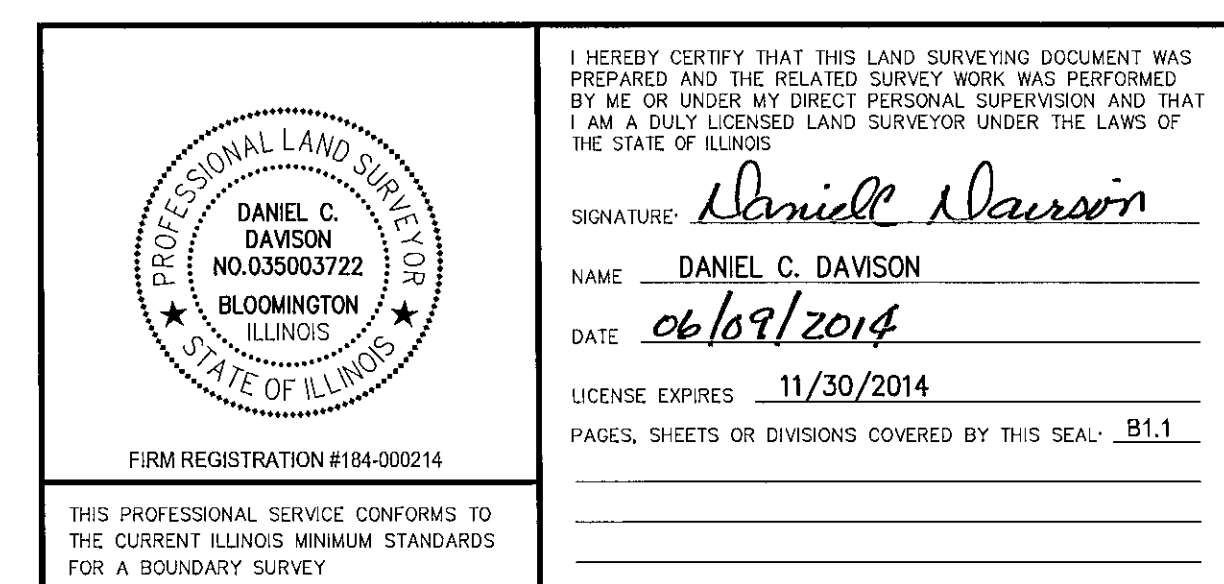


KEY PLAN

DRAWN	JAB
APPROVED	DCD
ISSUED FOR	
DATE	04-29-2014
FIELD BOOK	222/12
PROJECT NO	6131810

EASEMENT DEDICATION

B1.1





FOR COUNCIL: July 14, 2014

SUBJECT: Acceptance of Deed for Lot 22, Tenth (10th) 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

Attachments: Attachment 1. Deed
Attachment 2. Legal Description
Attachment 3. Plat and Map

Motion: That the land be accepted and the deed recorded.

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			

EXHIBIT A

Legal Description of Property

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest corner of a tract of land conveyed by Warranty Deed recorded as Document No. 2009-17122 in the McLean County Recorder's Office. From said Point of Beginning, thence North 239.97 feet along the West line of said tract of land to the South line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-way Document No. 2007-29741 in said Recorder's Office; thence Easterly 108.80 feet along said South line of Pamela Drive being the arc of a curve concave to the South having a radius of 465.00 feet and the 108.55 foot chord of said arc forms an angle to the left of 96 degrees 29 minutes 34 seconds with the last described course; thence East 306.14 feet along said South line which forms an angle to the left of 173 degrees 17 minutes 50 seconds with the last described course to the East line of said tract of land described in Document No. 2009-17122 in said Recorder's Office; thence South 257.83 feet along said East line which forms an angle to the left of 89 degrees 54 minutes 55 seconds with the last described course to the Southeast corner of said tract of land, being a point on the South line of said Northeast Quarter; thence West 412.72 feet along said South line which forms an angle to the left of 89 degrees 21 minutes 50 seconds with the last described course to the Point of Beginning, containing 2.411 acres, more or less.

PIN# 15 – 31 – 277 – 004

This document prepared by:
Julia Davis
Cox & Associates, LLC
202 North Center Street
Bloomington, Illinois 61701

Send tax information &
Return document to:

WARRANTY DEED BY LIMITED LIABILITY COMPANY

THIS INDENTURE WITNESSETH, that the Grantor **HAWTHORNE COMMERCIAL PARK, LLC**, an Illinois Limited Liability Company with its office at Bloomington, Illinois, for and in the consideration of the sum of Ten Dollars and no/100 (\$10.00) and other Good and Valuable Consideration in hand paid, **CONVEYS** and **WARRANTS** to Grantee, **CITY OF BLOOMINGTON**, County of McLean, and State of Illinois, the following described real estate, to-wit:

See Attached Legal Description as Exhibit A

TAX I.D. # 15-31-277-004

(commonly known as Lot 22, Hawthorne Commercial Park, LLC, Bloomington, IL), situated in the County of McLean, in the State of Illinois.

The Grantor agrees to pay 2013 real estate taxes and the pro-rated amount through the date of transfer of deed to City of Bloomington, which shall be the date the deed is accepted by the City of Bloomington.

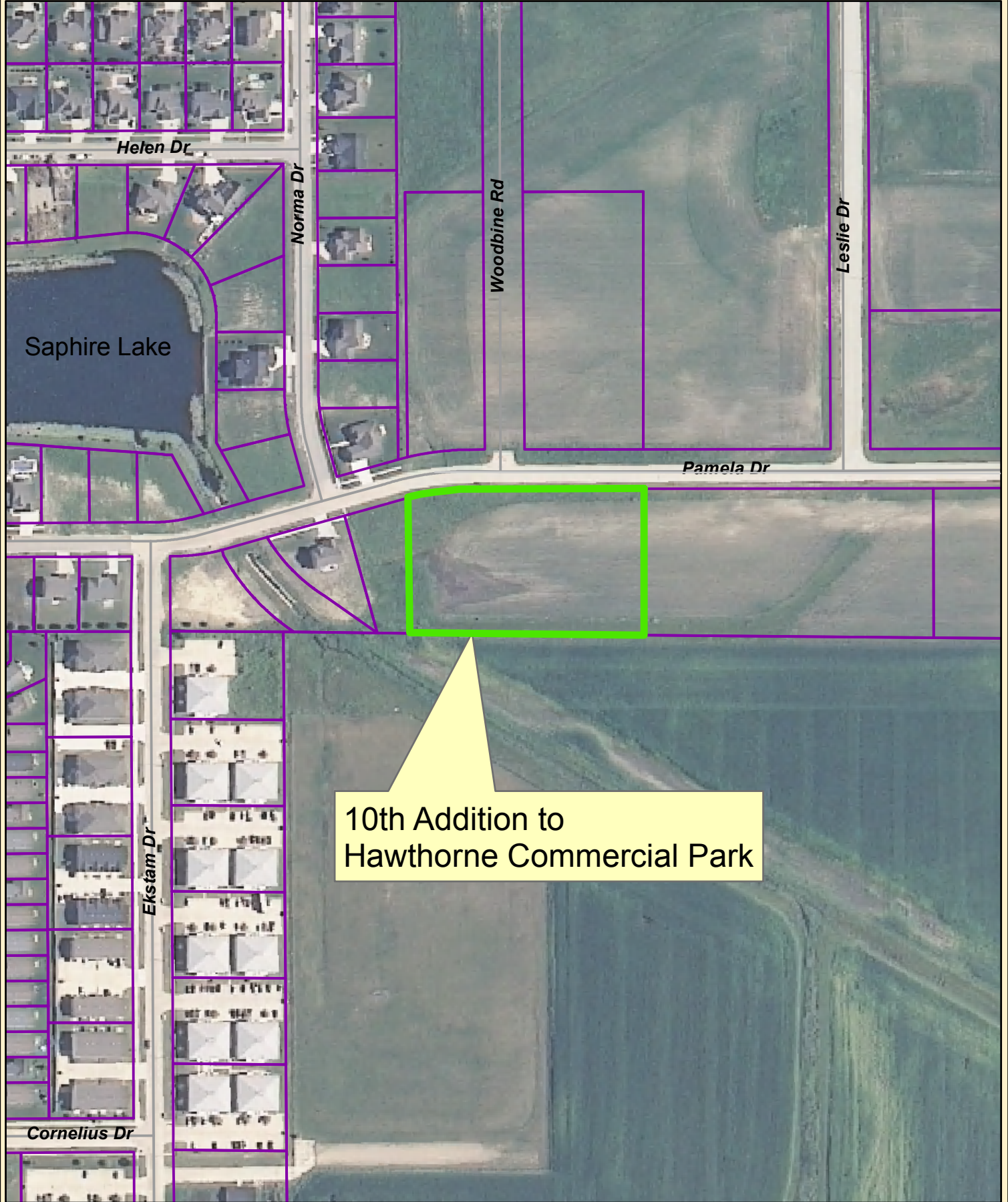
This deed is made, executed and delivered pursuant to authority given by the Manager of said Limited Liability Company pursuant to the Operating Agreement.

This tract of land is conveyed to and accepted by The City of Bloomington for park purposes, to be maintained as a park for the City and to be governed by City ordinances for park purposes.

A duly authorized representative
Of the City of Bloomington

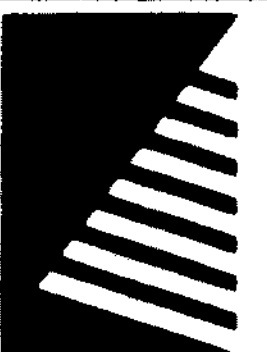
Hawthorne Commercial Park 10th Addition - Final Plat

220 110 0 Feet



TENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

PART OF NE 1/4 SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

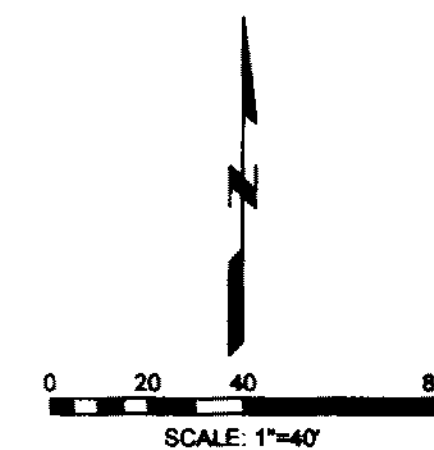


Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

DATE: _____
Date: _____ Description: _____



LEGEND

• IRON ROD
R= RADIUS
L= ARC LENGTH
C= CHORD LENGTH
P.O.B. POINT OF BEGINNING
"96°29'34" ANGLE MEASURE TO CHORD
--- UTILITY EASEMENT LIMITS LINE

Surveyor's Declaration:

A part of the Northeast Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southwest Corner of a tract of land conveyed by Warranty Deed recorded as Document No. 2009-17122 in the McLean County Recorder's Office. From said Point of Beginning, thence north 239.97 feet along the West Line of said tract of land to the South Line of Pamela Drive as conveyed to the City of Bloomington in Warranty Deed of Right-of-Way Document No. 2007-29741 in said Recorder's Office; thence easterly 108.80 feet along said South Line of Pamela Drive being the arc of a curve concave to the south having a radius of 465.00 feet and the 108.80 foot chord of said arc forms an angle to the left of 96°29'34" with the last described course; thence east 306.14 feet along said South Line which forms an angle to the left of 173°17'50" with the last described chord to the East Line of said tract of land described in Document No. 2009-17122 in said Recorder's Office; thence south 257.83 feet along said East Line which forms an angle to the left of 89°54'55" with the last described course to the Southeast Corner of said tract of land, being a point on the South Line of said Northeast Quarter; thence west 412.72 feet along said South Line which forms an angle to the left of 89°21'50" with the last described course to the Point of Beginning, containing 2.411 acres, more or less.

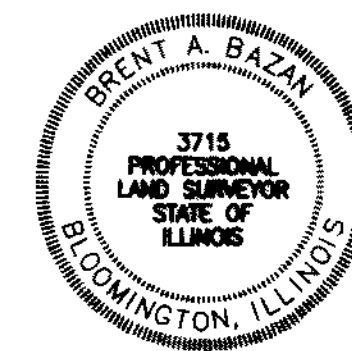
This property has been subdivided into one lot numbered 22 and the easements as shown. Said subdivision is to be known as "Tenth Addition to Hawthorne Commercial Subdivision" in the City of Bloomington, McLean County, Illinois.

This subdivision lies within Zone X (Areas determined to be outside the 0.2% annual chance floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510E, Community No. 170490, revised July 16, 2008.

Witness my hand and seal this 19th day of February, 2014.

Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, IL 61704

By: Brent A. Bazan
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 2-19-14
EXP. DATE: 11-30-2014
DESIGN FIRM REGISTRATION
NO. 184-081858

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

NOTES:

1. Part of P.I.N. 15-31-277-004

OWNER / DEVELOPER:

LARRY D. BIEFELDT
1 INGLEWOOD LANE
BLOOMINGTON, ILLINOIS

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Tenth Addition to Hawthorne Commercial Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2014, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2014.

City Clerk

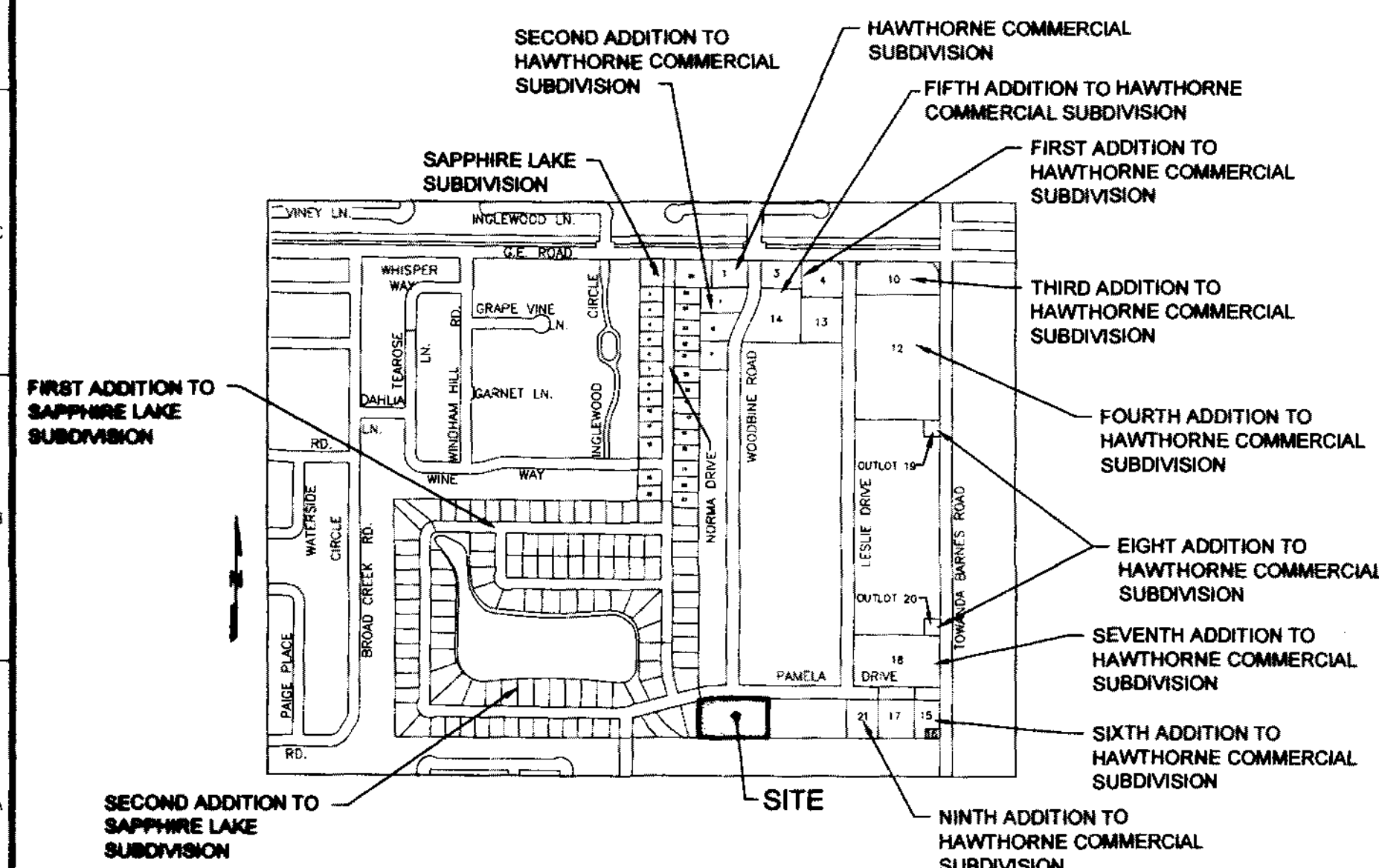
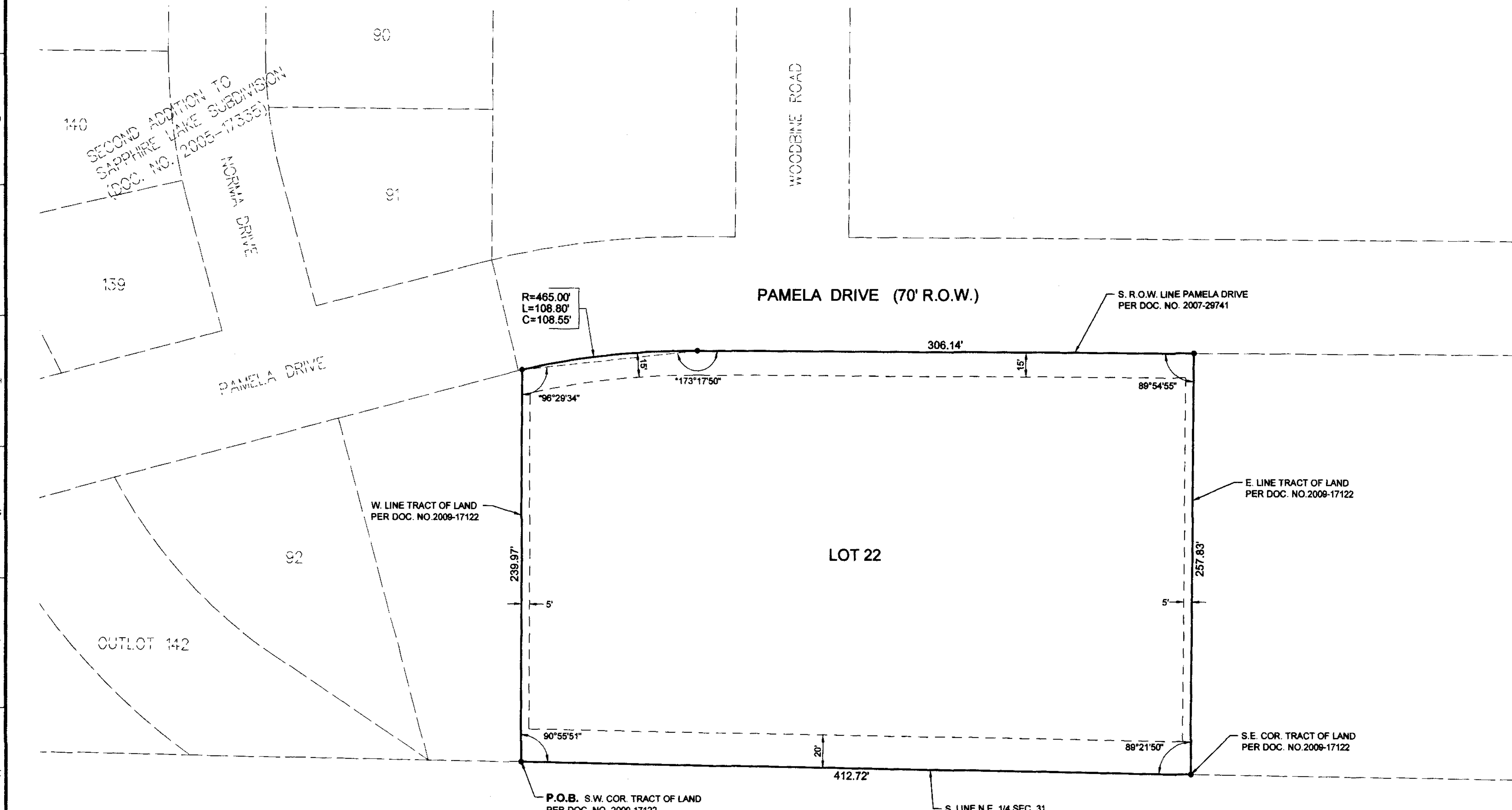
CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2014.

City Engineer
Bloomington, Illinois



TENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

BLOOMINGTON, ILLINOIS

Date: 02-19-14

Design/Drawn: SJB

Reviewed:

Book No.: 3114/17 Field: 02/18/14

Project No.: 0140248.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.: 24-8054

N.E. 1/4 SEC. 31, T.24N., R.3E. 3P.M.



FOR COUNCIL: July 14, 2014

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

Attachments: Attachment 1. Ordinance
Attachment 2. Analysis & Summary
Attachment 3. Letter of Engagement

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			

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall, 109 East Olive Street, Bloomington, Illinois, in said City at 7:00 o'clock P.M., on the 14th day of July, 2014.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Alderman were physically present at said location:

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue of not to exceed \$26,000,000 of general obligation refunding bonds of the City for the purpose of refunding, for the purpose of achieving debt service savings, all or a portion of the City's outstanding Taxable General Obligation Bonds, Series 2004, 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.

After a full and complete discussion thereof, Alderman _____ presented and the City Clerk read by title the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

ORDINANCE NUMBER _____

AN 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 certain outstanding bonds 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.

Adopted by the City Council on the
14th day of July, 2014.

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ORDINANCE NUMBER _____

AN 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 certain outstanding bonds 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.

PREAMBLES

WHEREAS

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Bloomington, McLean County, Illinois (the “City”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City has heretofore issued its Taxable General Obligation Bonds, Series 2004, dated June 1, 2004, in the amount of \$29,455,000, of which \$23,935,000 of said bonds are presently outstanding (the “*Prior Bonds*”).

D. The City Council of the City (the “*City Council*”) has considered and determined that interest rates available in the tax-exempt bond market are more favorable for the City than the taxable interest rates on the Prior Bonds and that it is possible, proper, and advisable to refund all or a portion of the Prior Bonds (the “*Refunded Bonds*”) at this time to take advantage of the debt service savings which will result from such lower interest rates.

E. The Refunded Bonds shall be fully described in the Bond Notification (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the City.

F. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow not to exceed \$26,000,000 to refund the Refunded Bonds and, in evidence of such borrowing, issue full faith and credit bonds of the City in the principal amount not to exceed \$26,000,000.

NOW THEREFORE Be It Ordained by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

City
City Council
Prior Bonds
Refunded Bonds

B. The following words and terms are defined as set forth.

“Act” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of Illinois; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“Ad Valorem Property Taxes” means the real property taxes levied to pay the Bonds as described and levied in Section 13 of this Ordinance.

“*Bonds*” means the General Obligation Refunding Bonds, authorized to be issued by this Ordinance.

“*Bond Fund*” means the Bond Fund established and defined in Section 16 of this Ordinance.

“*Bond Notification*” means the Bond Notification as authorized to be executed by the Designated Officials of the City in Section 15 of this Ordinance and by which the final terms of each series of Bonds will be established.

“*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means U.S. Bank National Association, Indianapolis, Indiana, or a substitute bond registrar and paying agent as hereinafter provided.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*City Clerk*” means the City Clerk of the City.

“*City Manager*” means the City Manager of the City.

“*City Treasurer*” means the City Treasurer of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*County*” means The County of McLean, Illinois.

“*County Clerk*” means the County Clerk of the County.

“*Depository*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Designated Officials*” means any of the Mayor, the City Manager, the City Clerk, the City Treasurer or the Finance Director.

“Designated Representatives” means the Mayor and the Finance Director.

“Finance Director” means the Director of Finance for the City.

“Mayor” means the Mayor of the City.

“Record Date” means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month.

C. Definitions also appear in specific sections below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the City to refund the Refunded Bonds and to pay all related costs and expenses incidental thereto and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose and is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There shall be issued and sold the Bonds, in one or more series, designated as *“Taxable General Obligation Refunding Bonds, Series 2014A”* (the *“Taxable Bonds”*) and *“General Obligation Refunding Bonds, Series 2014B”* (the *“Tax-Exempt Bonds”*), or with such other series designations as may be appropriate and set forth in the Bond Notification. The Taxable Bonds shall be issued in an aggregate principal amount not to exceed \$26,000,000 (as set forth in the Bond Notification). The Tax-Exempt Bonds shall be issued in an

aggregate principal amount not to exceed \$10,000,000 (as set forth in the Bond Notification). The Bonds shall be dated such date (not prior to July 1, 2014, and not later than January 14, 2015) as set forth in the Bond Notification (the “*Dated Date*”), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption as shall be set forth in the Bond Notification (subject to optional redemption prior to maturity as hereinafter described), and in such principal amounts as shall be set forth therein; *provided, however*, that the final maturity shall be due on or before June 1, 2034, and each maturity or sinking fund payment shall not exceed \$3,000,000. Each Bond shall bear interest at a rate set forth in the Bond Notification (not to exceed 6.0% per annum). Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing with the first interest payment date set forth in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in writing by such Registered Owner. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the “*Book Entry Owner*”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Designated Official, as representative of the City, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the “*Letter of Representations*”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the City, the City Treasurer or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository

Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City, the City Treasurer and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the City, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the City shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the City, or such depository's agent or designee, but if the City does not select such alternate book entry system, then the Bonds shall be registered in whatever name or

names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 7. Registration of Bonds; Persons Treated as Owners. The City shall cause books (the “*Bond Register*” as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 8. Optional Redemption. All or a portion of the Bonds, if any, due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single series and maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification (but not later than June 1, 2024), and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date. The Taxable Bonds and the Tax-Exempt Bonds may have different optional redemption provisions within the parameters set forth above.

Section 9. Mandatory Redemption. All or a portion of the Bonds, if any, may be subject to mandatory redemption (as Term Bonds) as provided in the Bond Notification; *provided, however*, that in such event the amounts due as provided for under such mandatory redemption shall be the amount set forth in Section 4 of this Ordinance for the maximum amount of principal due on the Bonds in any given period. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on a given date in the years and in the amounts as shall be determined in the Bond Notification. The City covenants that it will redeem any Term Bonds

pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

If the City purchases Term Bonds of any maturity and cancels the same from Bond Moneys (as hereinafter defined), then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the City shall determine. If the City purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

The principal amounts of Term Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Term Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine.

Section 10. Redemption Procedure. The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, series and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall

deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Bond Registrar in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the

equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Bond Registrar shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

Section 11. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF McLEAN
CITY OF BLOOMINGTON
[TAXABLE] GENERAL OBLIGATION REFUNDING BOND, SERIES 2014[A][B]

See Reverse Side for Additional Provisions.
--

Interest Maturity Dated
Rate: _____% Date: June 1, 20____ Date: _____, 20____ CUSIP: _____

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____ 1, 20____, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of U.S. Bank National Association, Indianapolis, Indiana, as paying agent and bond registrar (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the

Bond Registrar, at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Bloomington
McLean County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Bloomington
McLean County, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the [Taxable] General Obligation Refunding Bonds, Series 2014[A][B], having a Dated Date of _____, 20__, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:
_____, 20__

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$_____ issued by the City for the purpose of refunding certain bonds previously issued by the City and paying expenses incidental thereto, all as described and defined in Ordinance Number _____ of the City, passed by the City Council of the City on the 14th day of July, 2014, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such code and powers being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date [or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption].

[This Bond may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[THE CITY HAS DESIGNATED THIS BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION"
PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

--

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the
Registered Owner as it appears upon the face of the within Bond in every particular,
without alteration or enlargement or any change whatever.

Section 12. Security for the Bonds. The Bonds are a general obligation of the City, for
which the full faith and credit of the City are irrevocably pledged, and are payable from the levy
of taxes on all of the taxable property in the City, without limitation as to rate or amount.

Section 13. Tax Levy; Abatement. For the purpose of providing funds required to pay
the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the
principal thereof at maturity, there is hereby levied upon all of the taxable property within the
City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for

that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes of the City, the following direct annual taxes (the “*Ad Valorem Property Taxes*”) to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2014	\$3,200,000.00	for interest and principal to June 1, 2016
2015	\$3,200,000.00	for interest and principal
2016	\$3,200,000.00	for interest and principal
2017	\$3,200,000.00	for interest and principal
2018	\$3,200,000.00	for interest and principal
2019	\$3,200,000.00	for interest and principal
2020	\$3,200,000.00	for interest and principal
2021	\$3,200,000.00	for interest and principal
2022	\$3,200,000.00	for interest and principal
2023	\$3,200,000.00	for interest and principal
2024	\$3,200,000.00	for interest and principal
2025	\$3,200,000.00	for interest and principal
2026	\$3,200,000.00	for interest and principal
2027	\$3,200,000.00	for interest and principal
2028	\$3,200,000.00	for interest and principal
2029	\$3,200,000.00	for interest and principal
2030	\$3,200,000.00	for interest and principal
2031	\$3,200,000.00	for interest and principal
2032	\$3,200,000.00	for interest and principal

The Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“*Bond Moneys*”) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Ad

Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein.

Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Ad Valorem Property Taxes levied for the payment of the same, the City Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund or direct the set aside of such funds in another fund or account of the City, and further shall direct the abatement of the taxes by the amount so deposited or so set aside. The City covenants and agrees that it will not direct the abatement of the Ad Valorem Property Taxes until money has been deposited into the Bond Fund or otherwise set aside by the City in another fund or account of the City in the amount of such abatement. A certified copy or other notification of any such proceedings abating the Ad Valorem Property Taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

To the extent that the Ad Valorem Property Taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Designated Officials are hereby authorized to direct the abatement of such Ad Valorem Property Taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on such Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 14. Filing with County Clerk. Promptly, after this Ordinance has become effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the tax levy years 2014 to 2032, inclusive, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for

collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 15. Sale of Bonds; Official Statement. The Designated Representatives are hereby authorized to proceed not later than January 14, 2015, without any further authorization or direction from the City Council, to sell and deliver the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with one or more of the Designated Officials, and, after authentication thereof by the Bond Registrar, be by said official or officials delivered to the purchaser or purchasers thereof (collectively, the “Purchaser”), upon receipt of the purchase prices therefor, the same being not less than 98.0% of the principal amount of each series of Bonds (exclusive of original issue discount, if any), plus accrued interest to date of delivery. The Purchaser for each series of Bonds shall be the best bidder for such series of Bonds at a competitive sale conducted by Mesirow Financial, Inc., Chicago, Illinois, as set forth in the Bond Notification.

Prior to the sale of the Bonds, the Designated Officials are hereby authorized to approve and execute a commitment for the purchase of a Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of such Bonds as a result of the Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of Bonds, which shall include the pertinent details of sale as provided herein (the “*Bond Notification*”). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by applicable law and the net present value debt service savings to the City as a result of the issuance of the Bonds and the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds. The Bond Notification shall be entered into the records of the City and made available to the City Council at the next regular meeting thereof; but such action shall be for information purposes only, and the City Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Designated Officials shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of such Bonds as may be necessary, including, without limitation, the contract for the sale of such Bonds between the City and the Purchaser (the “*Purchase Contract*”). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the City either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the “*Official Statement*”) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the

officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 16. Creation of Funds and Appropriations.

A. There is hereby created a “*General Obligation Refunding Bonds, Series 2014 Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of any series of Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on such Bonds.

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds for which such Ad Valorem Property Taxes were levied as hereinabove provided or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on such Bonds prior to receipt of such Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the City Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the City Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess from the

proceeds of the Bonds held for such purpose shall be deposited into the Bond Fund not more than six months from the date of issuance of the Bonds.

D. The remaining proceeds of the Bonds, together with other lawfully available funds of the City as may be advisable for the purpose, shall be deposited with U.S. Bank National Association, Indianapolis, Indiana, the paying agent for the Prior Bonds, for the purpose of paying the principal of, premium and interest on the Refunded Bonds upon redemption prior to maturity.

E. Alternatively to the creation of the Bond Fund, the City Treasurer may allocate the moneys for payment of the Bonds to one or more related funds of the City already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve the City Treasurer of the duty to account for the moneys for payment of the Bonds as herein provided.

Section 17. Call of the Refunded Bonds. In accordance with the redemption provisions of the resolution authorizing the issuance of the Refunded Bonds, the City by the City Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds subject to redemption prior to maturity for redemption on their earliest practicable call date (as set forth in the Bond Notification).

Section 18. Taxes Previously Levied. The Designated Officials are hereby directed to prepare and file with the County Clerk a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of taxes heretofore levied to pay the Refunded Bonds. Notwithstanding such direction, all proceeds received or to be received from any taxes levied to pay the Refunded Bonds, including the proceeds received or to be received from the taxes levied for the year 2013 for such purposes, shall be used to pay the Refunded Bonds and to the extent that such proceeds are not needed for

such purpose, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with the provisions of this Ordinance.

Section 19. Continuing Disclosure Undertaking. In connection with the issuance of each series of Bonds, the Designated Officials are hereby authorized, empowered, and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees, and agents of the City; and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Tax-Exempt Bonds) if taking, permitting or omitting to take such action would cause any of the Tax-Exempt Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Tax-Exempt Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Tax-Exempt Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially

reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Tax-Exempt Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Tax-Exempt Bonds and affects the tax-exempt status of the Tax-Exempt Bonds.

The City Council hereby authorizes the officials of the City responsible for issuing the Tax-Exempt Bonds, the same being the Designated Officials, to make such further covenants and certifications regarding the specific use of the proceeds of the Tax-Exempt Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Tax-Exempt Bonds to be arbitrage bonds and to assure that the interest on the Tax-Exempt Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Tax-Exempt Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Tax-Exempt Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 21. Designation of Bonds. Each of the Tax-Exempt Bonds is designated as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 22. Registered Form. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 23. Duties of Bond Registrar. If requested by the Bond Registrar, the Designated Officials are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 24. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by any of the Designated Officials on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this section.

Section 25. Record-Keeping Policy and Post-Issuance Compliance Matters. On May 23, 2011, the City Council adopted a record-keeping and post issuance compliance policy

for the purpose of maintaining sufficient records to demonstrate compliance with the various covenants and expectations necessary to ensure the appropriate federal tax status for the Tax-Exempt Bonds and other debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits (the “*Policy*”). The Policy was amended on October 14, 2013.

Section 26. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 27. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: July 14, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: July 14, 2014

Mayor

RECORDED in the City Records on July 14, 2014.

ATTEST:

City Clerk

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the
records of the City Council of the City of Bloomington, McLean County, Illinois, which was
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “City Council”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the City Council held on the 14th day of July, 2014 insofar as the same relates to the adoption of an ordinance, numbered _____ and entitled:

AN 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 certain outstanding bonds 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.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 14th day of July, 2014.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2014 there was filed in my office a properly certified copy of Ordinance Number _____, passed by the City Council of the City of Bloomington, McLean County, Illinois, on the 14th day of July, 2014, and approved by the Mayor of said City, and entitled:

AN 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 certain outstanding bonds 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 that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McLean, Illinois, this ____ day of _____, 2014.

County Clerk of
The County of McLean, Illinois

[SEAL]

City of Bloomington

Phase II 2014 Refunding of Coliseum Bonds with Private Activity Buffer

Original 2004 Coliseum Debt Service				Phase I Refunding - 2011				Phase II Proposed BQ/Taxable Refunding - 2014					
Period Ending	Principal	Interest	Original 2004 Debt Service (1)	Refunded Debt Service	2011 Debt Service	Savings after Phase I	Total Debt Service after Phase I	Refunded Debt Service	Projected 2014 Debt Service (2)	Savings after Phase II	Total Debt Service after Phase II	Overall Reduction in Debt Service	Total Taxable Debt Service After Phase II (3)
6/1/2011	175,000	1,853,131	2,028,131	-	-	-	2,028,131	-	-	-	2,028,131	-	-
6/1/2012	190,000	1,843,506	2,033,506	318,750	134,787	183,963	1,849,543	-	-	-	1,849,543	183,963	-
6/1/2013	155,000	1,833,056	1,988,056	318,750	827,850	(509,100)	2,497,156	-	-	-	2,497,156	(509,100)	1,669,306
6/1/2014	155,000	1,824,531	1,979,531	318,750	839,050	(520,300)	2,499,831	-	-	-	2,499,831	(520,300)	1,660,781
6/1/2015	175,000	1,816,006	1,991,006	318,750	824,750	(506,000)	2,497,006	1,672,256	1,342,852	329,405	2,167,602	(176,595)	912,668
6/1/2016	250,000	1,806,381	2,056,381	318,750	1,261,875	(943,125)	2,999,506	1,737,631	1,325,904	411,727	2,587,779	(531,398)	938,954
6/1/2017	325,000	1,792,631	2,117,631	318,750	1,196,775	(878,025)	2,995,656	1,798,881	1,388,824	410,057	2,585,599	(467,968)	1,003,074
6/1/2018	420,000	1,772,319	2,192,319	318,750	667,575	(348,825)	2,541,144	1,873,569	1,459,147	414,422	2,126,722	65,597	1,074,597
6/1/2019	515,000	1,746,069	2,261,069	318,750		318,750	1,942,319	1,942,319	1,531,319	411,000	1,531,319	729,750	1,142,969
6/1/2020	625,000	1,713,881	2,338,881	318,750		318,750	2,020,131	2,020,131	1,609,759	410,372	1,609,759	729,122	1,122,759
6/1/2021	740,000	1,674,819	2,414,819	318,750		318,750	2,096,069	2,096,069	1,683,381	412,688	1,683,381	731,438	1,205,731
6/1/2022	870,000	1,628,569	2,498,569	318,750		318,750	2,179,819	2,179,819	1,768,023	411,796	1,768,023	730,546	1,294,573
6/1/2023	1,005,000	1,574,194	2,579,194	318,750		318,750	2,260,444	2,260,444	1,852,404	408,040	1,852,404	726,790	1,383,154
6/1/2024	1,150,000	1,511,381	2,661,381	318,750		318,750	2,342,631	2,342,631	1,927,261	415,371	1,927,261	734,121	1,282,211
6/1/2025	1,310,000	1,439,506	2,749,506	318,750		318,750	2,430,756	2,430,756	2,020,101	410,656	2,020,101	729,406	1,046,251
6/1/2026	1,485,000	1,357,631	2,842,631	318,750		318,750	2,523,881	2,523,881	2,111,703	412,179	2,111,703	730,929	1,040,953
6/1/2027	1,675,000	1,264,819	2,939,819	318,750		318,750	2,621,069	2,621,069	2,211,947	409,122	2,211,947	727,872	1,038,497
6/1/2028	1,880,000	1,160,131	3,040,131	318,750		318,750	2,721,381	2,721,381	2,305,571	415,811	2,305,571	734,561	1,028,971
6/1/2029	2,080,000	1,042,631	3,122,631	953,750		953,750	2,168,881	2,168,881	1,757,687	411,195	1,757,687	1,364,945	1,027,887
6/1/2030	2,310,000	910,031	3,220,031	983,269		983,269	2,236,763	2,236,763	1,822,986	413,777	1,822,985	1,397,046	1,024,786
6/1/2031	2,565,000	762,769	3,327,769	1,018,325		1,018,325	2,309,444	2,309,444	1,897,608	411,836	1,897,608	1,430,161	1,024,608
6/1/2032	2,835,000	599,250	3,434,250	1,048,281		1,048,281	2,385,969	2,385,969	1,970,873	415,096	1,970,873	1,463,377	1,022,073
6/1/2033	3,125,000	418,519	3,543,519	1,083,138		1,083,138	2,460,381	2,460,381	2,047,512	412,869	2,047,512	1,496,007	1,022,112
6/1/2034	3,440,000	219,300	3,659,300	1,122,256		1,122,256	2,537,044	2,537,044	2,127,840	409,204	2,127,840	1,531,460	1,020,240
	29,455,000	33,565,063	63,020,063	11,627,769	5,752,662	5,875,107	57,144,956	44,319,319	36,162,697	8,156,622	48,988,334	14,031,729	24,987,151
PV of Savings:						3,438,004				5,800,409		9,238,414	

Notes:

(1) Average interest rate on original 2004 Bonds was 6.319%

(2) Arbitrage yield on projected 2014 BQ/Taxable Combination Refunding Bonds is 3.523%

(3) This amount is available to cover profit generated by the Coliseum Enterprise after payment of operating expenses

July 14, 2014

Ms. Patti-Lynn Silva
Finance Director
City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61704

Re: City of Bloomington, McLean County, Illinois (the “City”)
Taxable General Obligation Refunding Bonds, Series 2014A
General Obligation Refunding Bonds, Series 2014B (the “2014B Bonds”)

Dear Patti-Lynn:

We are pleased to provide an engagement letter for our services as bond counsel and disclosure counsel for the bonds in reference (collectively, the “*Bonds*”). For convenience and clarity, we may refer to the City in its corporate capacity and to you, the City officers (including the governing body of the City) and employees and general and special counsel to the City, collectively as “*you*” (or the possessive “*your*”). You have advised us that the purpose of the issuance of the Bonds is to refund certain outstanding bonds of the City. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES AS BOND COUNSEL

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the City (all of whom are referred to as the “*Bond Purchasers*”), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the “*Participants*”). We intend to undertake each of the following as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the City or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes financed with the proceeds of the bonds to be refunded (the “*Project*”).

Ms. Patti-Lynn Silva

July 14, 2014

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3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the 2014B Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of 2014B Bond proceeds prior to expenditure and security provisions or credit enhancement relating to the 2014B Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bonds will be sold at competitive sale and that the City will be assisted in the preparation of sale documents and in the process of the sale itself by its financial advisor. As Bond Counsel, we assist you in reviewing only those portions of the official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax treatment of interest on the Bonds and, as applicable, the “bank-qualified” status of the 2014B Bonds.

6. Prepare or review all pertinent proceedings to be considered by the governing body of the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds and the federal income tax treatment of interest on the Bonds, which opinion (the “*Bond Opinion*”) will be delivered in written form on the date the Bonds are exchanged for their purchase price (the “*Closing*”). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part E. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

Ms. Patti-Lynn Silva
July 14, 2014
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B. DESCRIPTION OF SERVICES AS DISCLOSURE COUNSEL

As Disclosure Counsel we will:

1. Assist in the preparation and compilation of the official statement with respect to the Bonds, including the official Notice of Sale and Bid Form (which may be referred to, collectively, as the “*Official Statement*”). To the extent that Mesirow Financial, Inc., Chicago, Illinois, and the City request us to act as the draftsman and compiler of such document, the participants to this transaction, including particularly the City, should understand that the primary obligation for adequate disclosure rests with the City, and recognize that substantial parts of the offering document may be prepared by other participants, who will have their own obligations for adequate and complete information with respect to information that they supply. In compiling such offering document we are *not* undertaking to perform the duties of the City or any other transaction participant to provide full, complete and accurate information. We will not pass upon, and or assume responsibility for, the accuracy or completeness of, and will not independently verify, the underlying facts ultimately included in the Official Statement. In particular, we will not be reviewing or passing upon (i) the information relating to The Depository Trust Company and its book-entry only system; (ii) the information relating to the credit providers, if any, contained or incorporated in any section of, or Appendix to, the Official Statement containing information relating to any credit provider, (iii) any financial statements or other financial, operating, statistical or accounting data contained or incorporated therein, including without limitation, information or omissions with respect to any unfunded pension or other post-employment benefits liabilities; (iv) information concerning any past, pending or threatened litigation against the City; nor (v) the information concerning the City contained in or incorporated by reference.

2. Deliver a letter to the City to the effect that, in the course of our engagement on such matter, no facts have come to our attention which lead us to believe that the Official Statement contained as of its date or the date of closing any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

C. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our duties as Bond Counsel and Disclosure Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our duties *do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice recommending a

Ms. Patti-Lynn Silva
July 14, 2014
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particular structure as being financially advantageous under prevailing market conditions, or financial advice as to any other aspect of the Bond transaction, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the City, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the City. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as “EMMA”) to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained therein corresponds to that which you provide independently in your certificates or other transaction documents.

3. Supervising any state, county or local filing of any proceedings held by the governing body of the City incidental to the Bonds.

4. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the “Service”), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

5. Performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking. Please see our comments below at Paragraphs (E)(5) and (E)(6).

6. After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the 2014B Bonds will continue to be tax-exempt; *e.g.*, we will not undertake rebate calculations for the 2014B Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to Service audits.

7. Any other matter not specifically set forth above in Parts A and B.

Ms. Patti-Lynn Silva
July 14, 2014
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D. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the City will be our client, and an attorney-client relationship will exist between us. However, our services as Bond Counsel and Disclosure Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. One or more of such firms may be the winning bidder (*i.e.*, become the Bond Purchasers) at the public sale of the Bonds. Prior to execution of this engagement letter we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the City consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the City in this transaction are clients in other unrelated matters. Your acceptance of the winning bid constitutes consent to these other engagements. Neither our representation of the City nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the City or the defense of a claim asserted by the City. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury ("*Circular 230*") provides rules of professional conduct governing tax practitioners. Circular 230 includes provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to "promptly withdraw from representation" of the City in this matter.

Ms. Patti-Lynn Silva
July 14, 2014
Page 6

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the “*governmental units*”). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the City is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the City and such other governmental unit or withdrawal from representation.

We anticipate that the City will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

E. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the 2014B Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

Ms. Patti-Lynn Silva

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3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the 2014B Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as “securities” under State and Federal securities laws and, with respect to the 2014B Bonds, on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The City’s lawyers, financial advisers and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The Service has an active program to audit such transactions. The documents we prepare are designed so that the 2014B Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the City also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

7. We are also concerned about the adoption by the City of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the City has adopted proceedings that are only as restrictive as such Act. However, if the

Ms. Patti-Lynn Silva

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Page 8

City has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

F. FEES

As is customary, we will bill our fees as Bond Counsel and Disclosure Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Our statements of charges are customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorneys primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

G. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the Service might commence an audit of the 2014B Bonds or whether, in the event of an audit, the Service would agree with our opinions. If an audit were to be commenced, the Service may treat the City as the taxpayer for purposes of the examination. As noted in Paragraph 6 of Part C above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the City in the matter.

Ms. Patti-Lynn Silva
July 14, 2014
Page 9

H. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript in a CD-ROM format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the City will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions, or like documents as assembled and made public in a governmental securities offering.

We call your attention to the City's own record keeping requirements as required by the Service. Answers to frequently asked questions pertaining to those requirements can be found on the Service's website under frequently asked questions related to tax-exempt bonds at www.irs.gov (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"), and it will be your obligation to comply for at least as long as any of the 2014B Bonds (or any future bonds issued to refund the 2014B Bonds) are outstanding, plus three years.

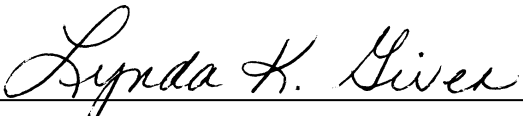
Ms. Patti-Lynn Silva
July 14, 2014
Page 10

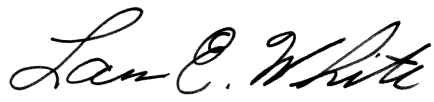
I. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than 30 days after the date of this letter, retaining the original for your files. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By 
Lynda K. Given

By 
Lawrence E. White

Accepted and Approved:

CITY OF BLOOMINGTON, McLEAN
COUNTY, ILLINOIS

By: _____

Title: _____

Date: July __, 2014

LKG:jmt
LEW:bha
Enclosure

cc: Mr. Todd Krzyskowski

Special Note: This letter must be signed and returned not later than 30 days after the date of this letter.

CITY OF BLOOMINGTON
COMPREHENSIVE PLAN

EXISTING CONDITIONS
ANALYSIS

PRESENTED BY
Vasudha Pinnamaraju
Executive Director, MCRPC



WHY?

- Long Planning Horizon Period-20 Years
- A strong need to
 - Understand situation on the ground
 - Establish a reference point
- Helps with accurate projections and forecasts

What? & What Not

What it
is not

- Not just facts
- No solutions yet

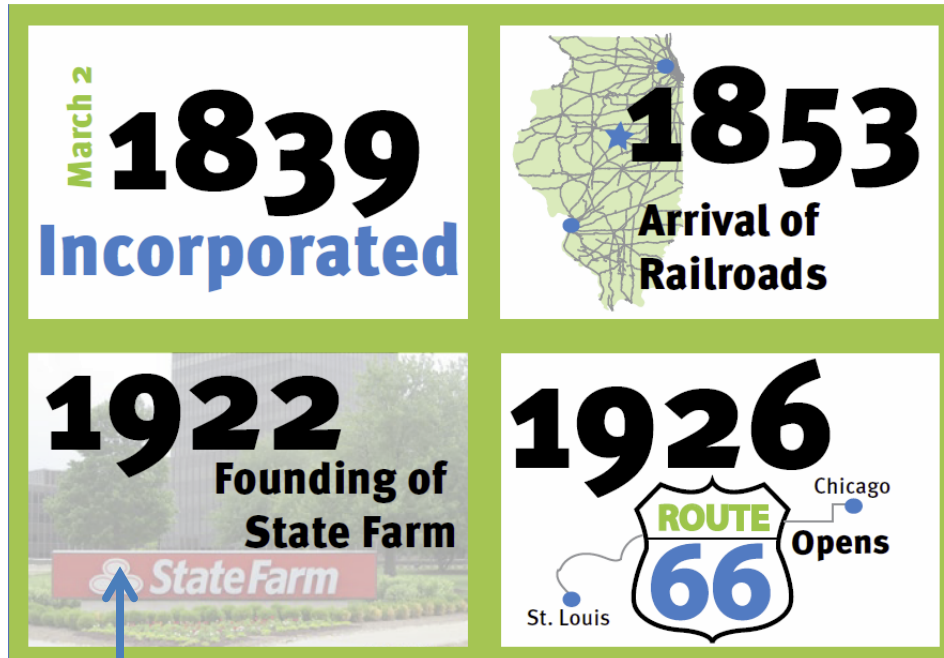
What it is

- Context for facts
- Framing of key issues
- Location-based analysis

HOW?

- Data sources
 - Mostly from reliable data sources(Ex: Census,BLS)
 - Some from local publications (Ex:County Health Plan)
- Limitations
 - Data availability
 - Data spanning multiple years
 - Data availability at larger scales
 - Possibilities of errors in local data gathering

HISTORIC CONTEXT



Strategic location and Transportation has always been the key to Bloomington's success

State Farm played a huge role in changing the economy from blue collar to white collar

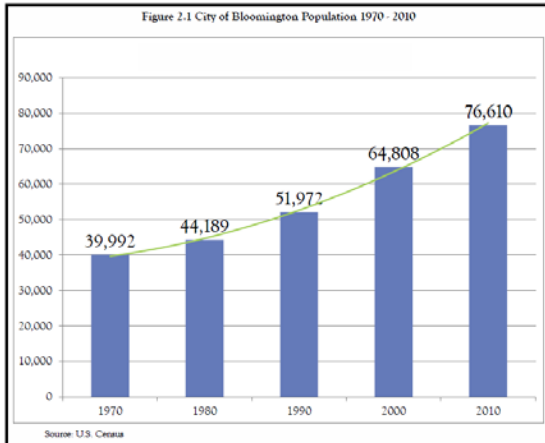
Strengths

Key Findings

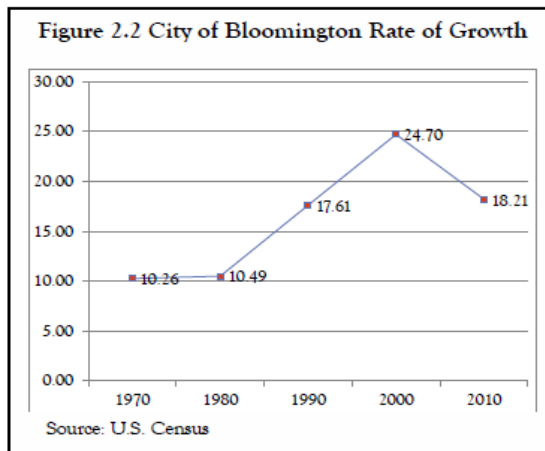
- More strengths than challenges
 - Strong economy attributable to
 - Strategic location
 - Major employers
 - Highly skilled workforce
 - Quality schools
 - Quality neighborhoods

Strengths

Key Findings



- Population almost doubled in the last 50 years (91% growth since 1970).
- Growth rate much higher than surrounding communities and the state.



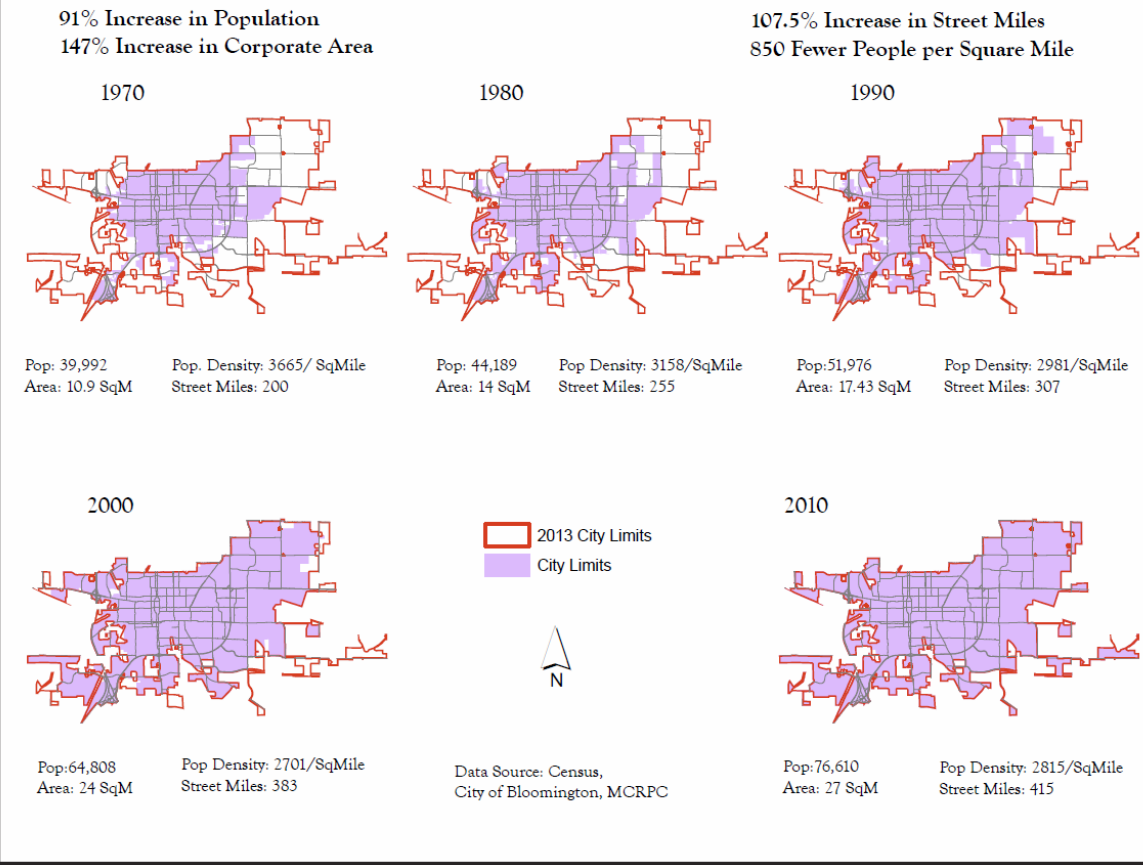
- Growth rate peaked in 90's at nearly 25%.
- We anticipate growth in the planning horizon, although it may not be at the same rate as before

Growth

Strengths

Key Findings

Figure 4.1 Corporate Boundary Changes, 1970-2010



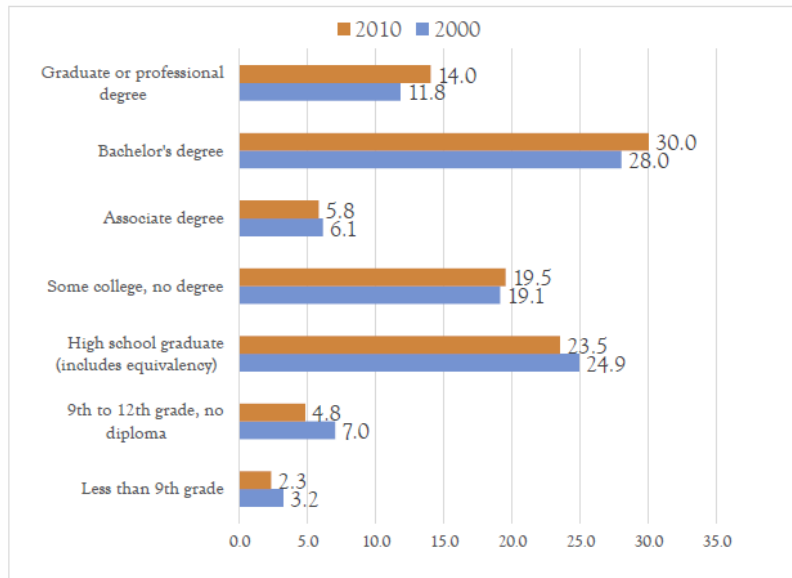
- Natural Environment exhibits no restrictions on physical growth
- This can be a strength and a weakness all at the same time.

Growth

Strengths

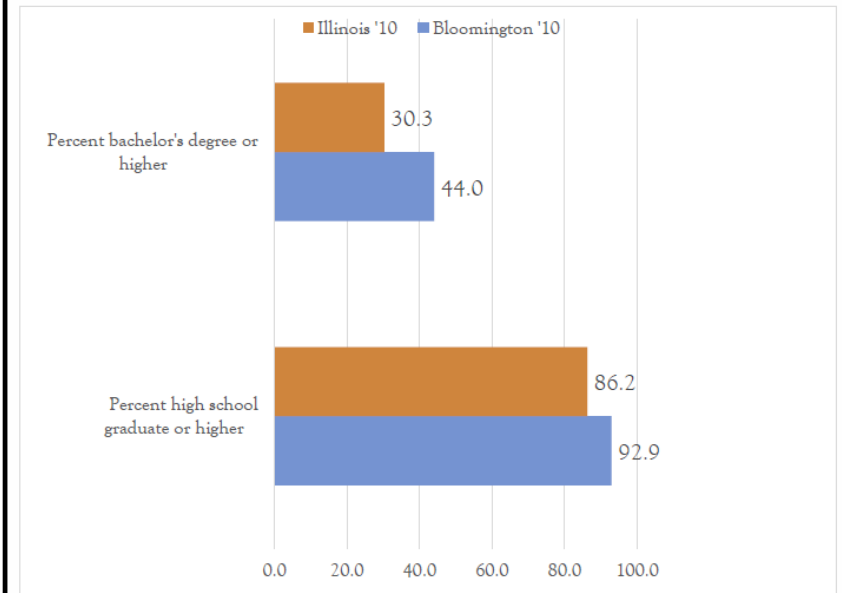
Key Findings

Figure 2.12 Percentage Change in Educational Attainment for Bloomington



Source: US Census Bureau

Figure 2.14 Educational Attainment, 2010



Source: US Census Bureau, ACS and SF3

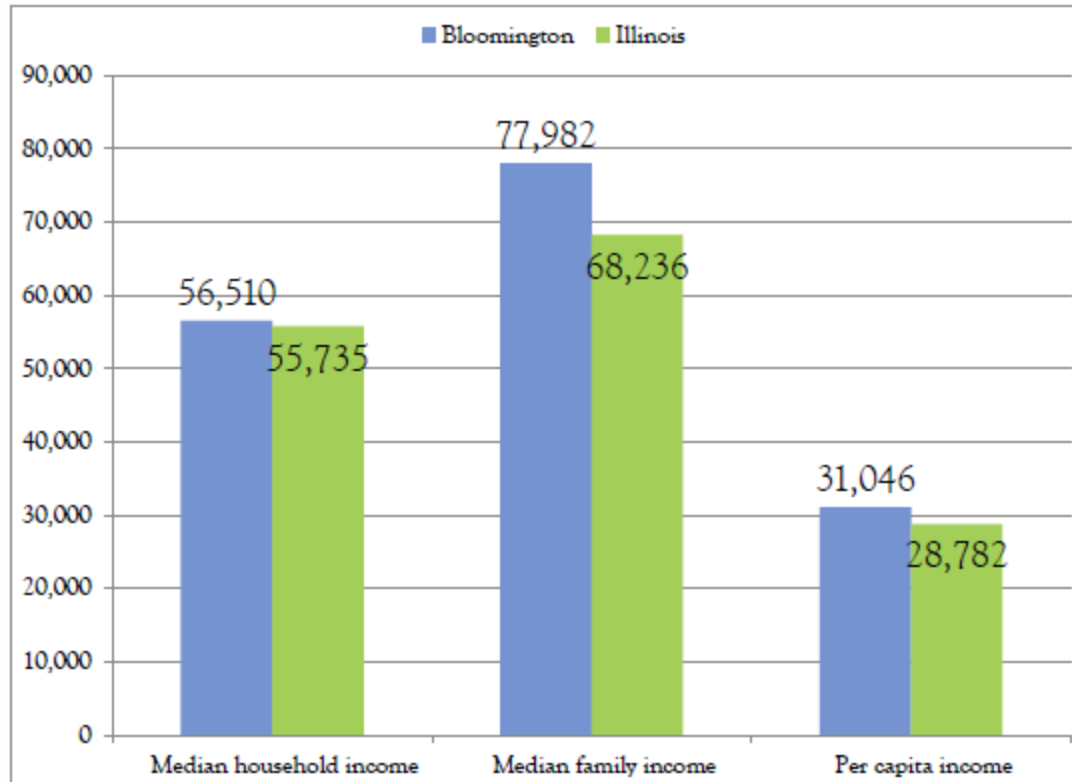
- Bloomington becoming increasingly educated.
- Skilled workforce – one of the biggest ED tools

Education

Strengths

Key Findings

Figure 2.20 Median Household Income 2010, Bloomington and Illinois



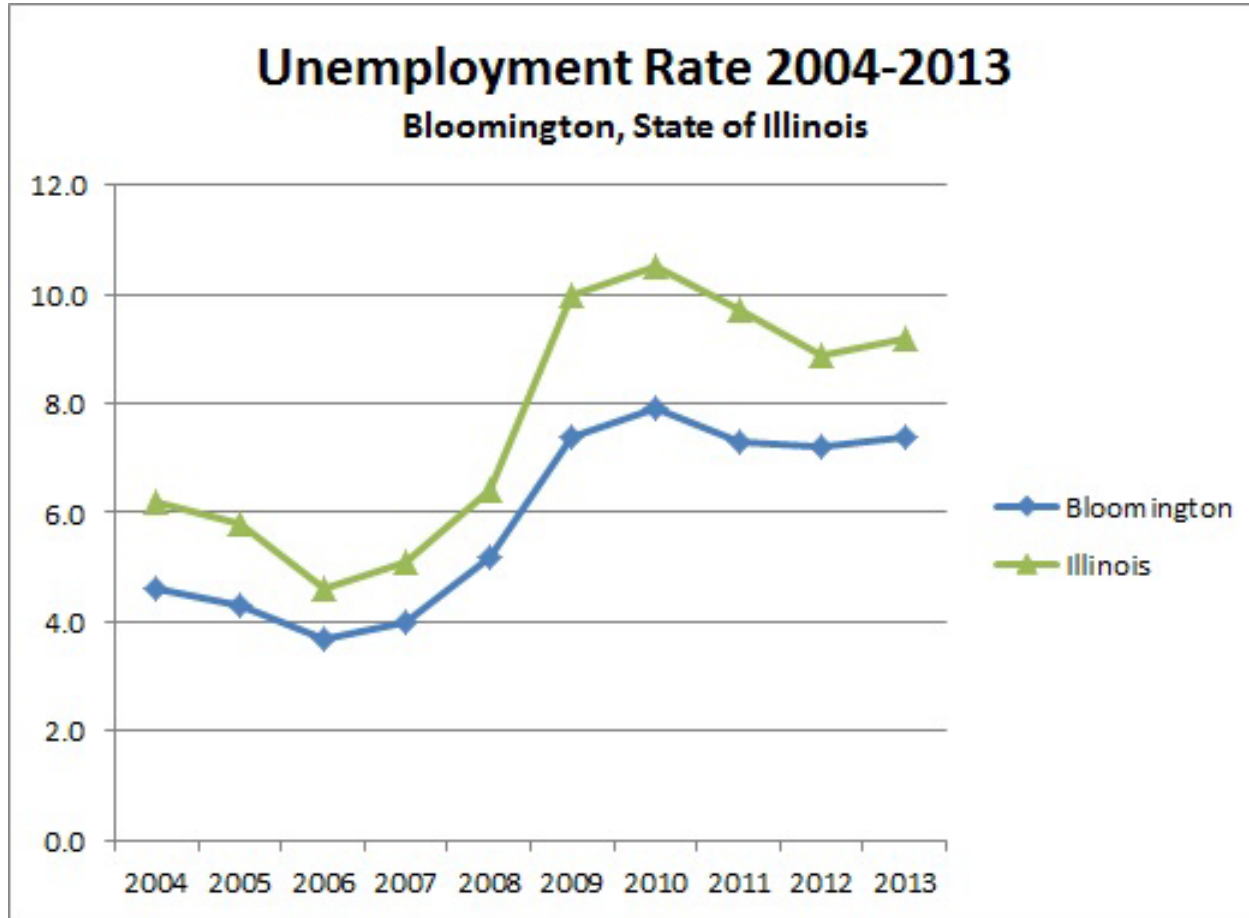
Source: U.S. Census

- Median Household and Family incomes higher than state averages

Income

Strengths

Key Findings



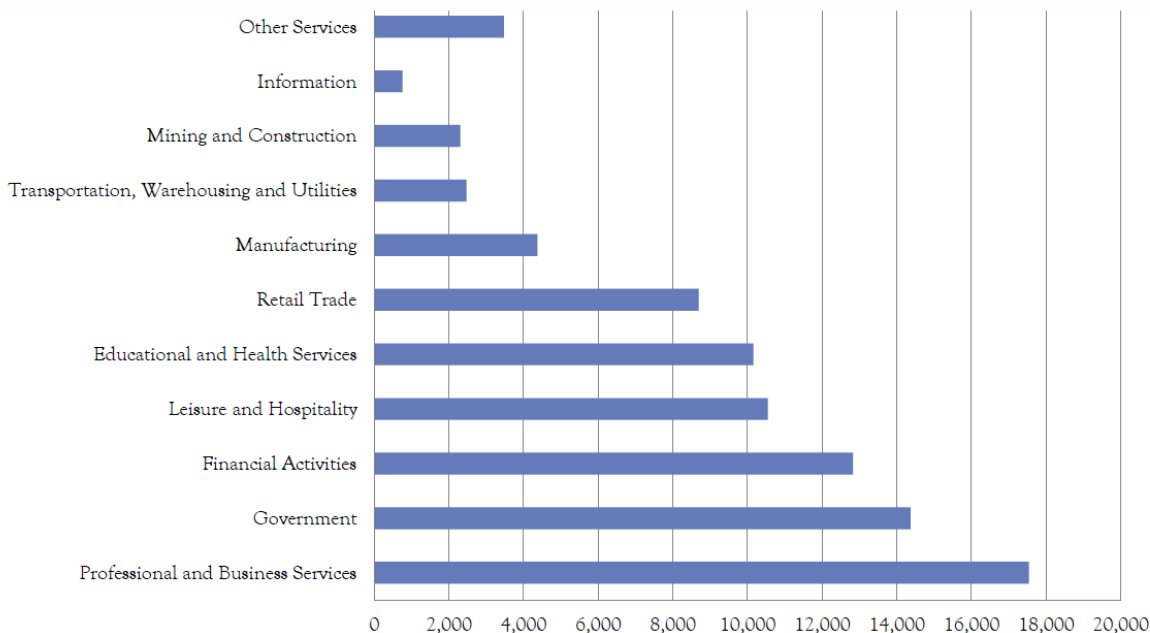
- Consistently lower than that of the state.
- Relatively stable economy even during the recent recession.

Employment

Strengths

Key Findings

Figure 5.4 Employment by Industry, Bloomington-Normal Metro Area; 2013



	Professional and Business Services	Government	Financial Activities	Leisure and Hospitality	Educational and Health Services	Retail Trade	Manufacturing	Transportation, Warehousing and Utilities	Mining and Construction	Information	Other Services
Series1	17,542	14,367	12,825	10,550	10,158	8,692	4,375	2,467	2,308	758	3,475

Source: Bureau of Labor Statistics (BLS)

Major Sectors

- Professional and Business Services
- Government
- Financial Activity
- Leisure and Hospitality
- Educational and Health Services

Employment

Strengths

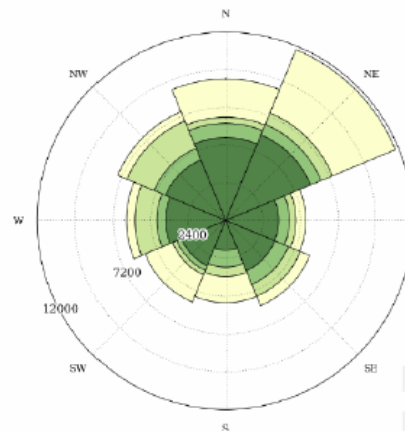
Key Findings



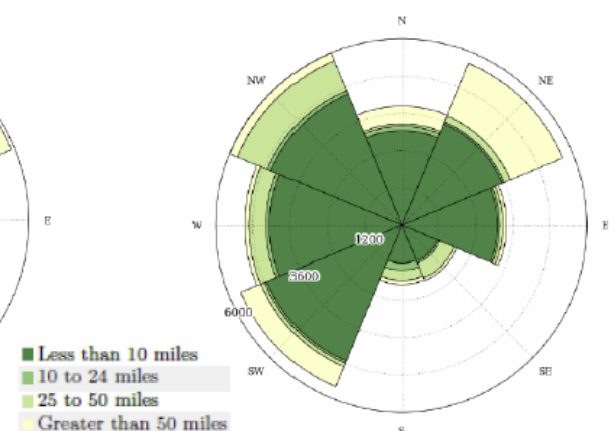
Figure 10.2 High Speed Rail From Chicago to St. Louis
Source: Midwest High Speed Rail Association (www.midwesthtrar.org)

- Laborshed greater than 50 Miles
- Expected to grow with the high speed rail

PEOPLE WORKING IN BLOOMINGTON
WHERE DO THEY LIVE?



PEOPLE LIVING IN BLOOMINGTON
WHERE DO THEY WORK?

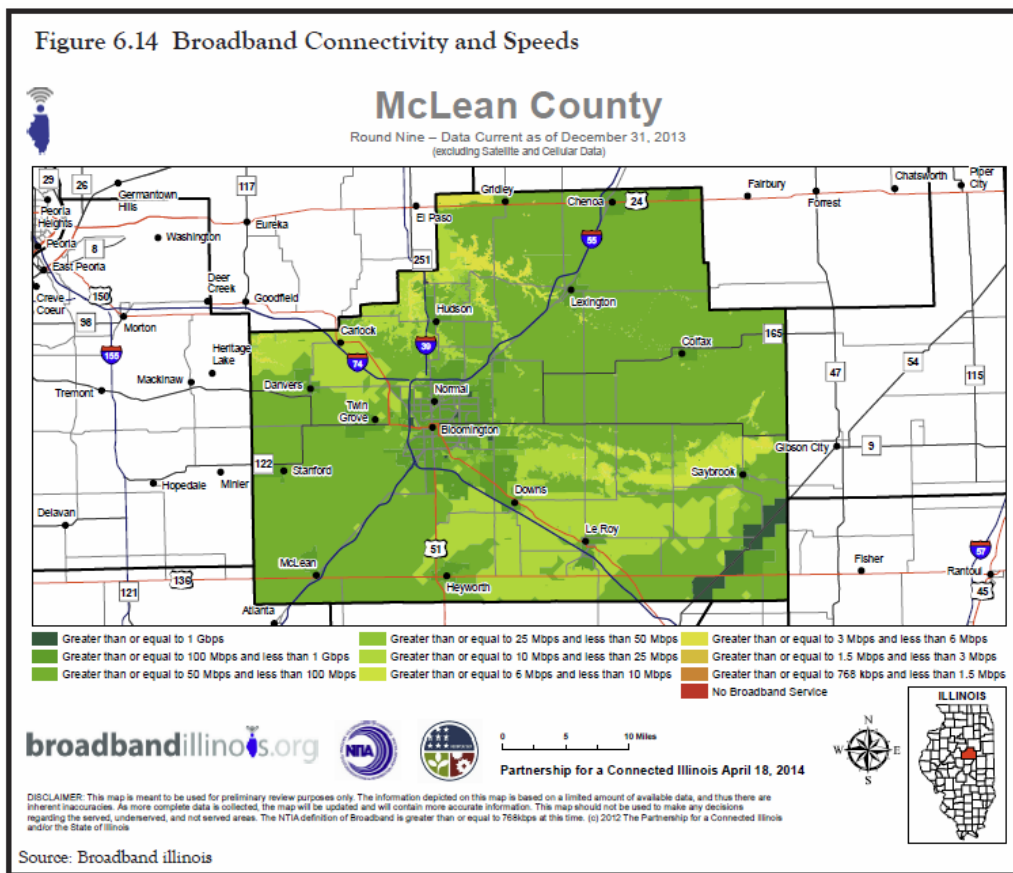


Laborshed

Strengths

Key Findings

Figure 6.14 Broadband Connectivity and Speeds



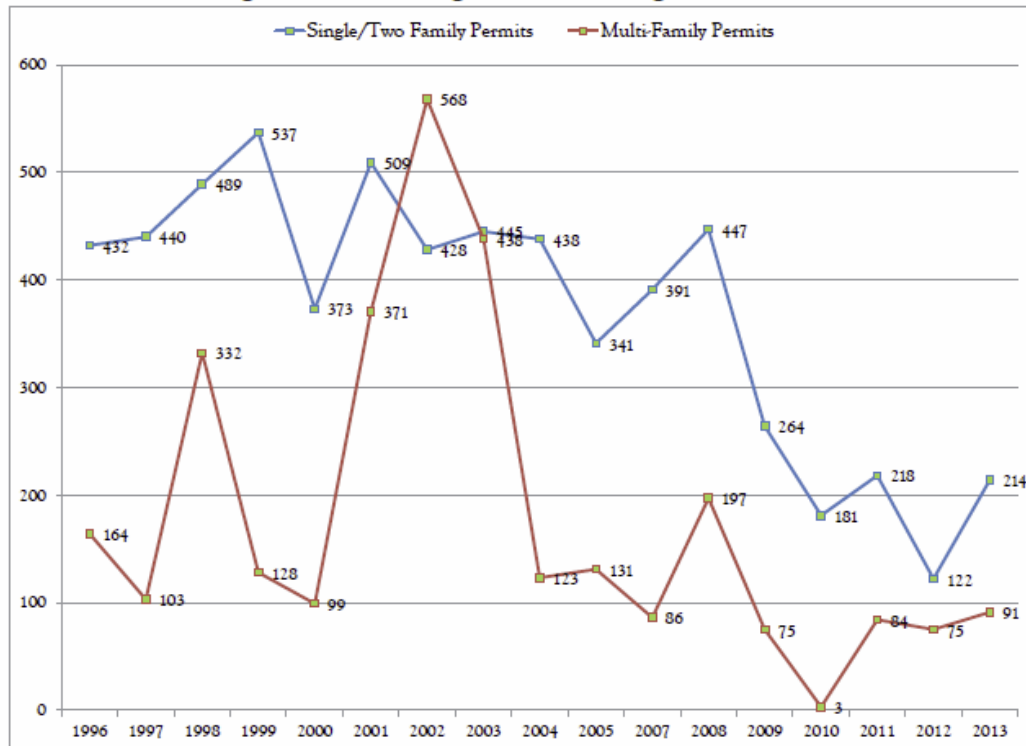
- Connected Community
- CIRBN is a great asset to boost economic competitiveness

Infrastructure

Strengths

Key Findings

Figure 5.15 Bloomington New Building Permits 1996-2013



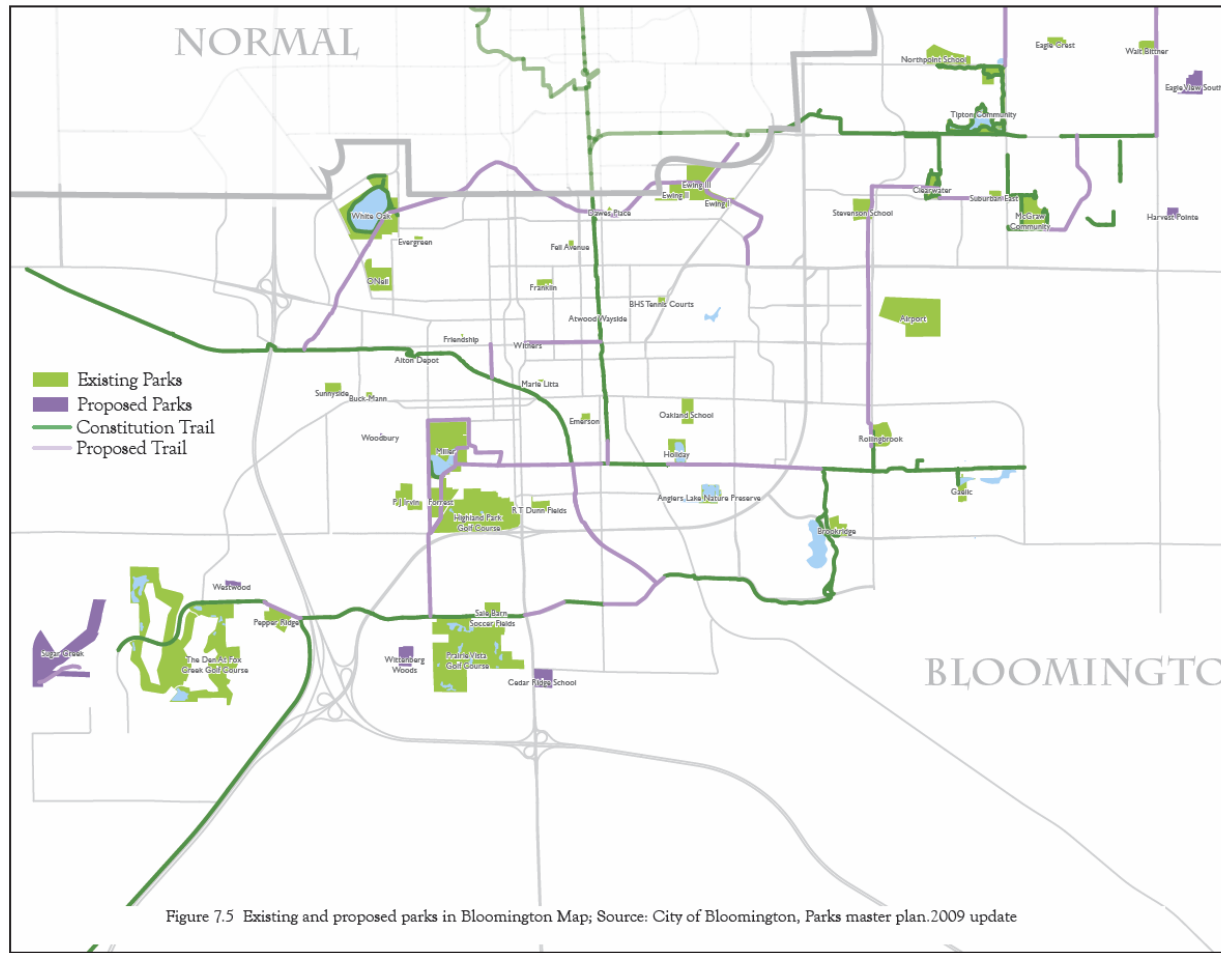
Source: City of Bloomington, PACE Dept.

- Housing market swinging back after an all time low in 2012.

Housing

Strengths

Key Findings



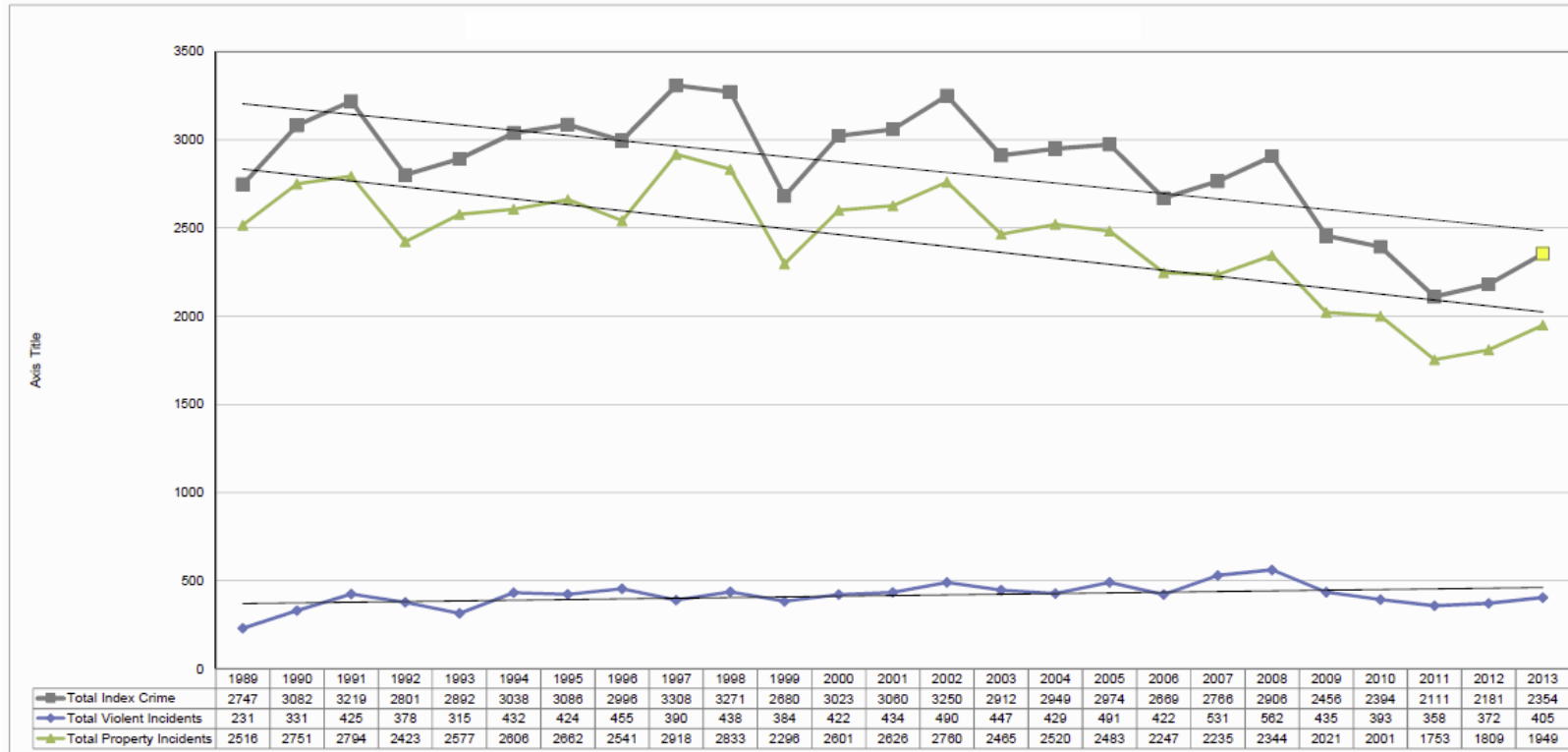
- About 9 acres of parks/ 1,000 residents
- 37 miles of bike trail (about 25 miles in Bloomington alone)
- Great recreational opportunities

Recreation

Strengths

Key Findings

Figure 7.9 Total Index Crime Based on Illinois UCR Procedures 1989 to 2013 with Trendlines



- Bloomington's crime rate at all time low.

Public Safety

Strengths

- Bloomington area's many strengths are being capitalized.
 - Light ready group
 - CIRA as an economic driver
 - EDC's new focus on "Attraction"
 - Regional Economic and Market strategy initiative

Key Findings



Ongoing ..

Challenges

Key Findings

- Bloomington's challenges are not unique.
- Always room for improvement
- Need for things to be in perspective

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State Farm likely to move some claims jobs out of B-N

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State Farm Insurance Cos. said Thursday that some claims jobs now provided from the Illinois Operations Center office could be relocated, though it released few specifics. The Illinois Operations Center, at 2702 Ireland Grove Road in Bloomington, is shown on Thursday, Oct. 31, 2013. (The Pantagraph/STEVE SMEDLEY)

Buy Now

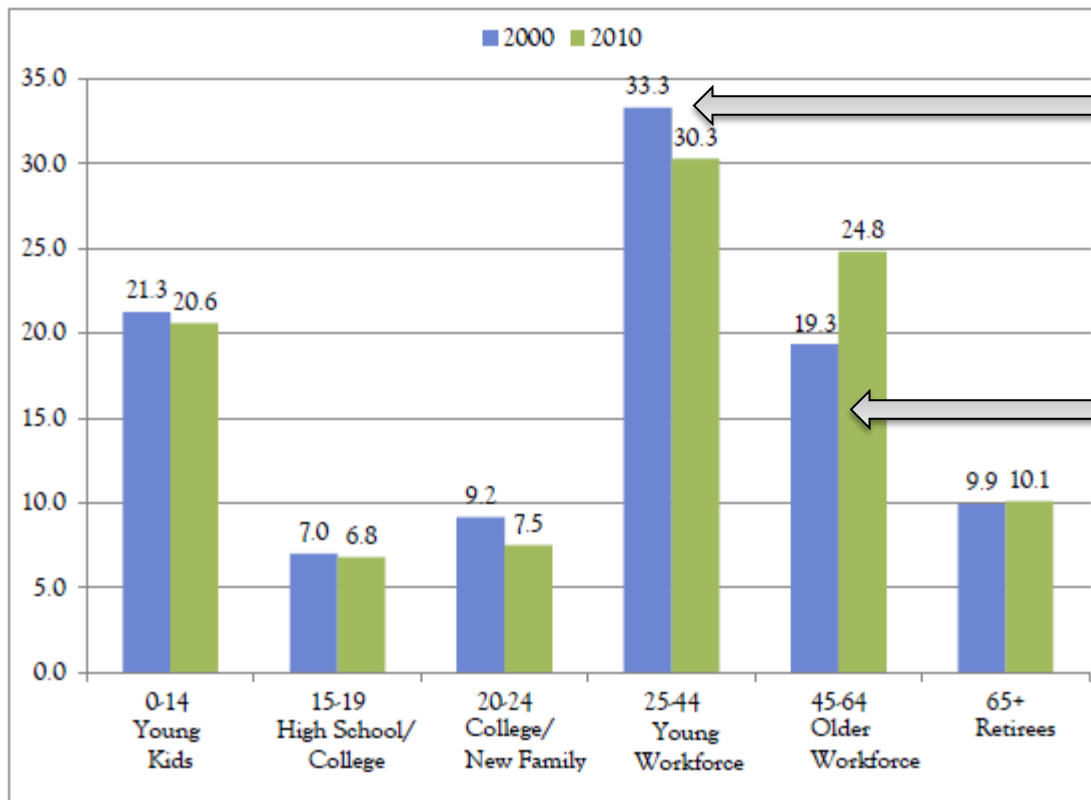
October 31, 2013 10:30 pm - By Karen Hansen | khansen@pantagraph.com (85) Comments

BLOOMINGTON — State Farm said Thursday it likely will relocate claims jobs now based at its Illinois Operations Center in Bloomington.

Challenges

Key Findings

Figure 2.5 Percent Population by Age Groups 2000 to 2010, Bloomington



Source: US Census Bureau

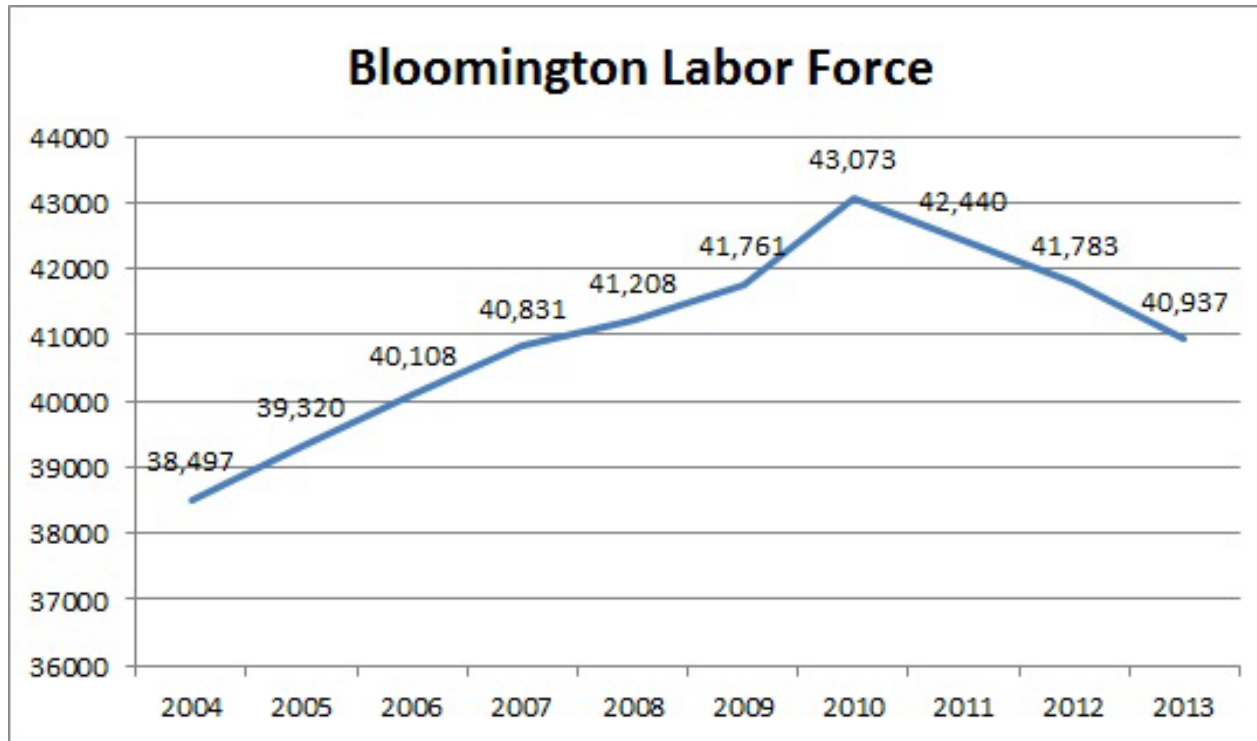
Losing Younger Workforce

Gaining Older Workforce

Demographics

Challenges

Key Findings



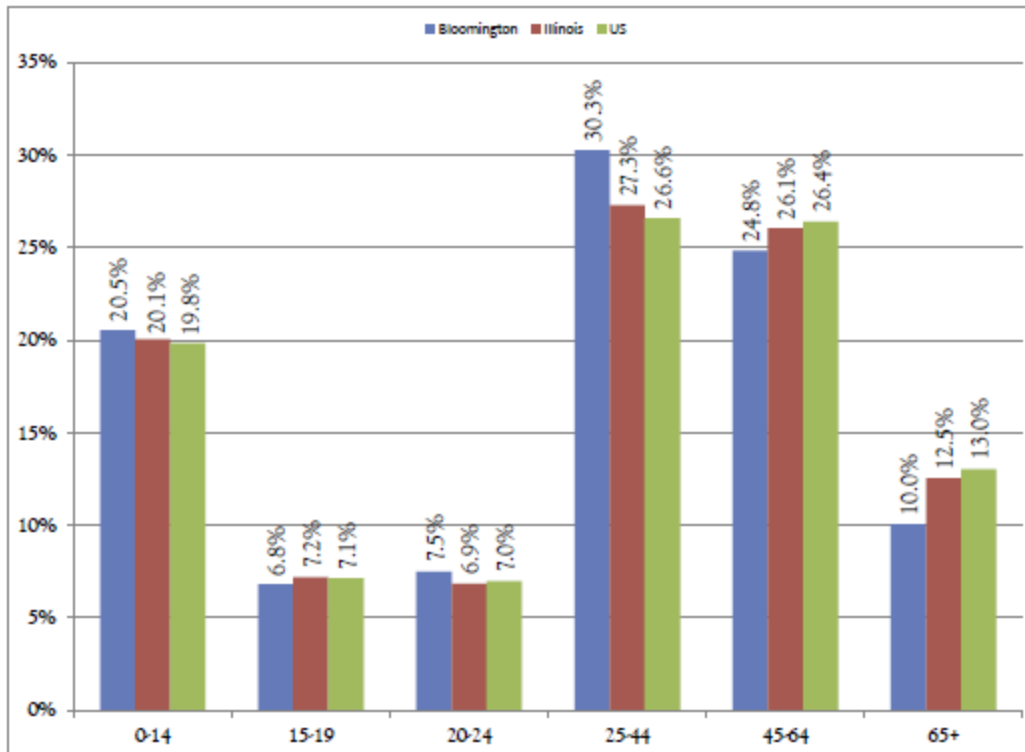
- Labor Force dropping
- Can be a result of aging population.
- Number of people on disability
- Dropping out of labor force
- In line with state trends

Demographics

Challenges

Key Findings

Figure 2.6 Percent Population by Age Groups 2000 to 2010
Bloomington, Illinois and US



Source: US Census Bureau

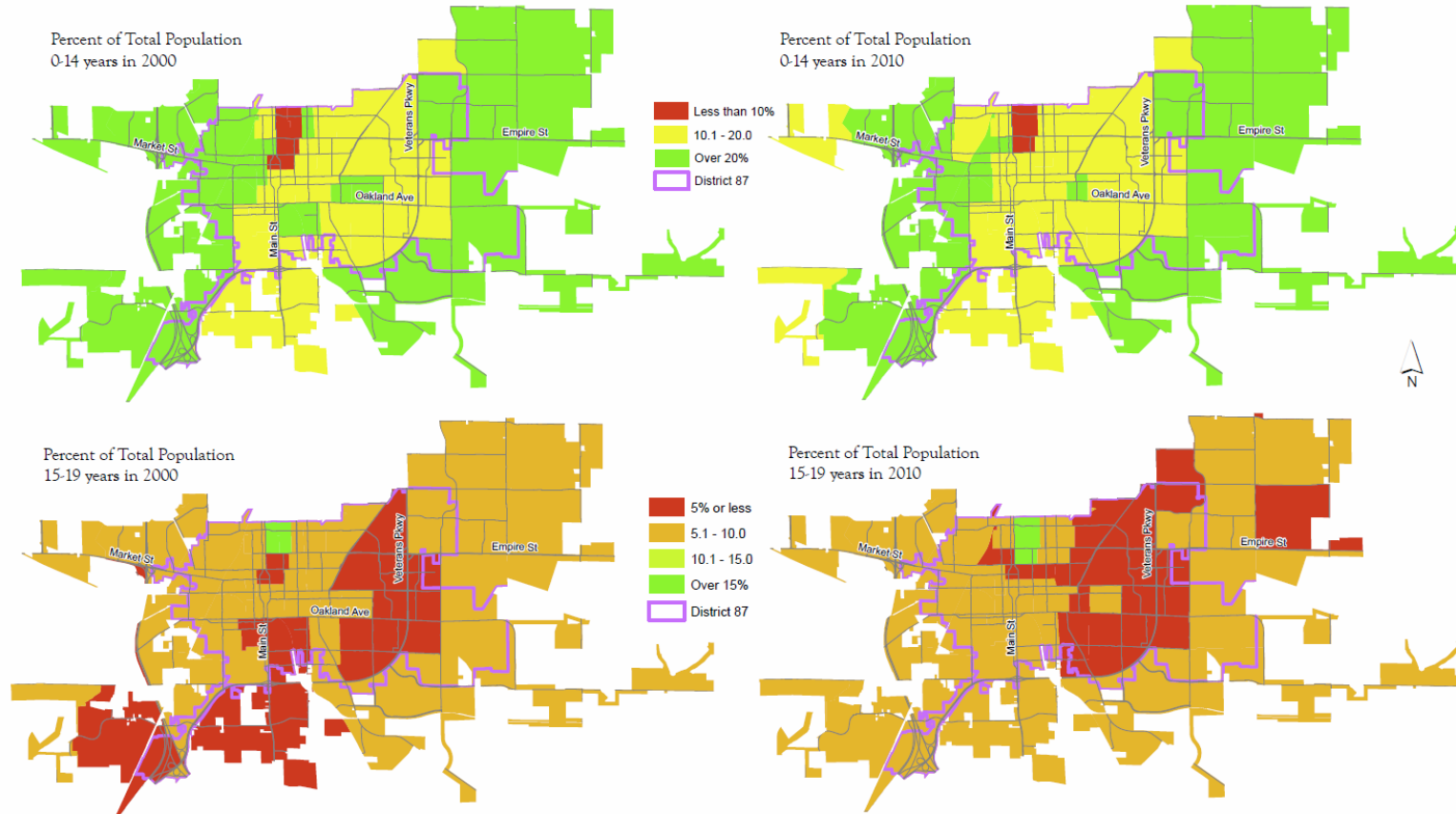
- Relatively younger
- Local universities are a great asset.
- Question becomes retention

In perspective

Challenges

Key Findings

Figure 2.9 Bloomington's Young Population Concentrations



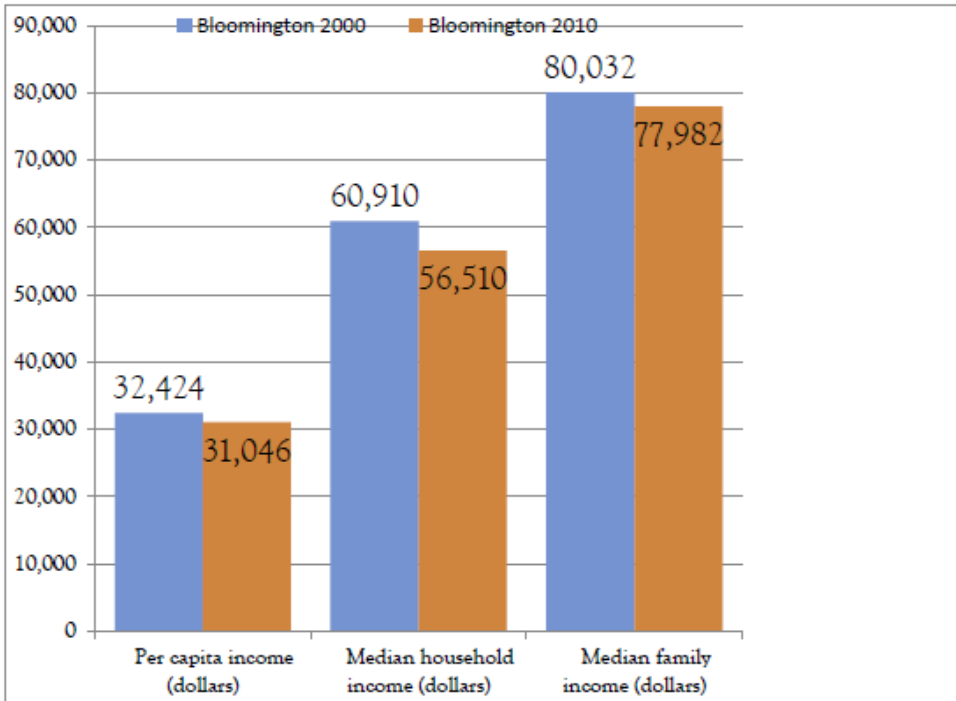
Data Source: Census, NHGIS

Age

Challenges

Key Findings

Figure 2.19 Median Household and Family Income, 2000 - 2010, Bloomington



Source: US Census Bureau; ACS and SF3

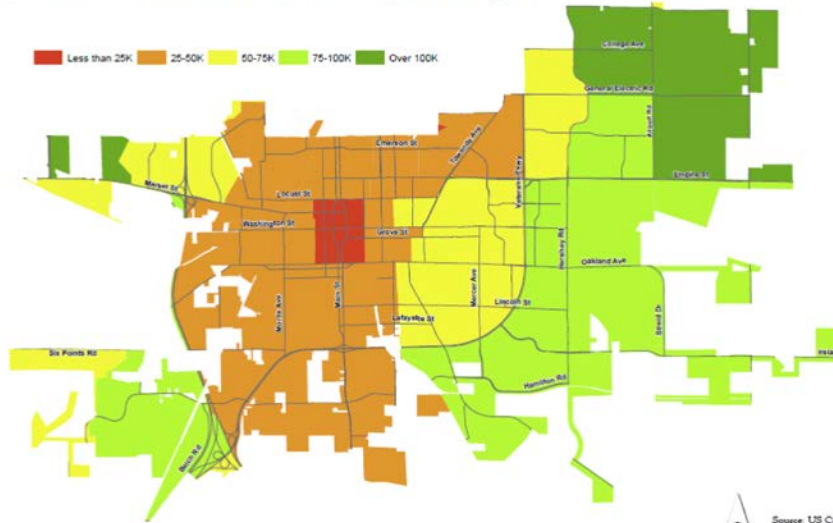
- Lower than 2000 inflation adjusted dollars.
- In line with the state and national trends
- More money needed to lead the same lifestyle as a decade ago.

Income

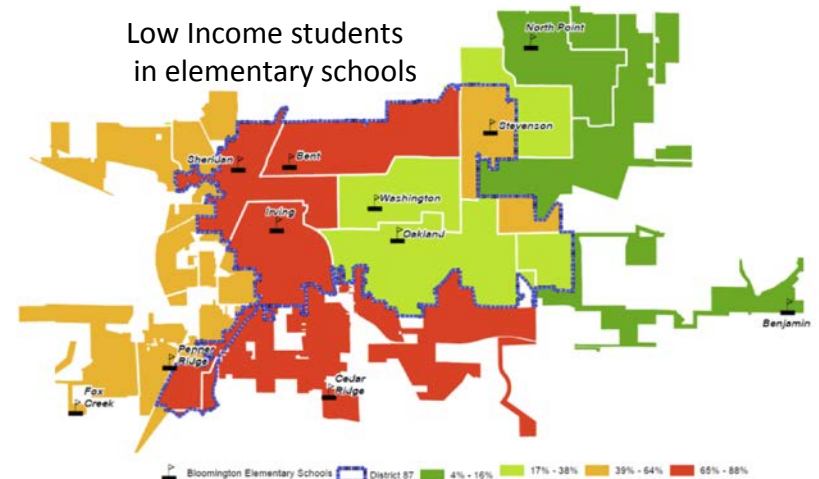
Challenges

Key Findings

Figure 2.17 Median Household Income in Dollars, Bloomington



Low Income students in elementary schools

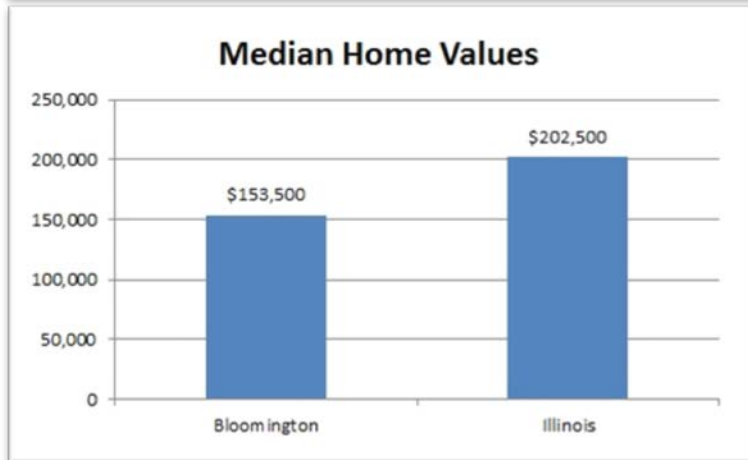
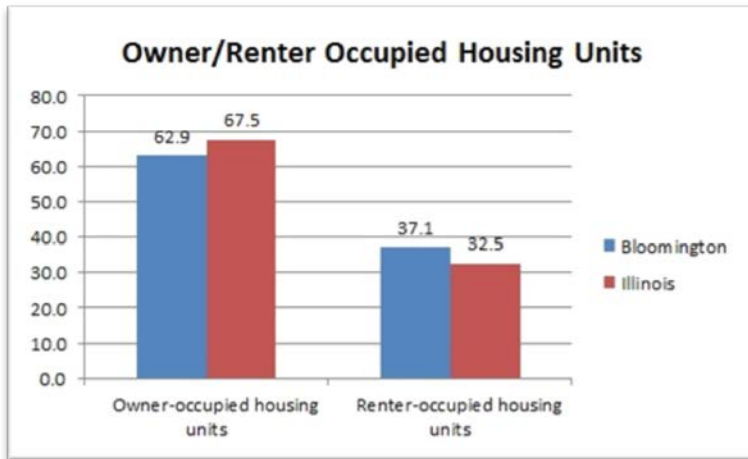


- Challenge is with households on the bottom rung

In perspective

Challenges

Key Findings



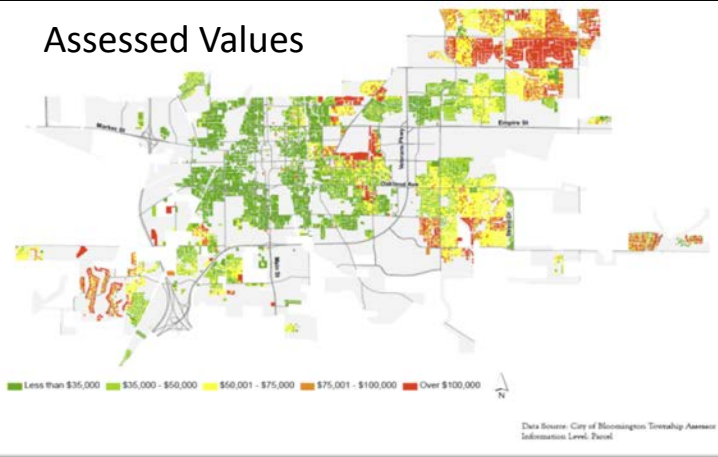
- Higher median incomes
- Median home values and median rents are both lower than the state averages
- Lower home ownership
- Potential causes?
 - Students
 - Transient workers
 - Affordability

Housing

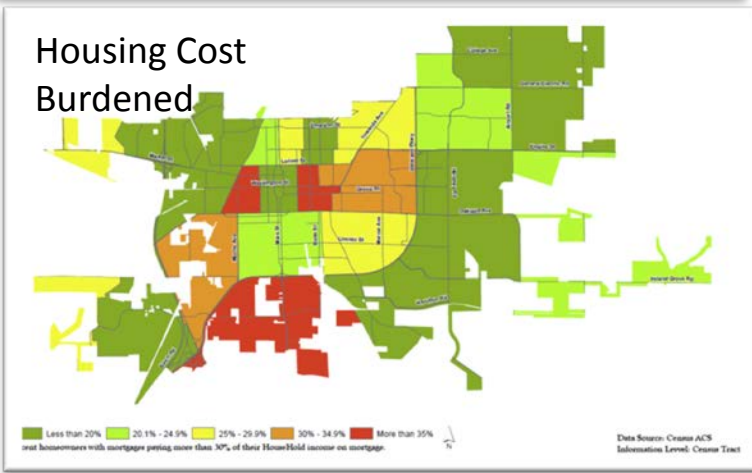
Challenges

Key Findings

Assessed Values



Housing Cost Burdened

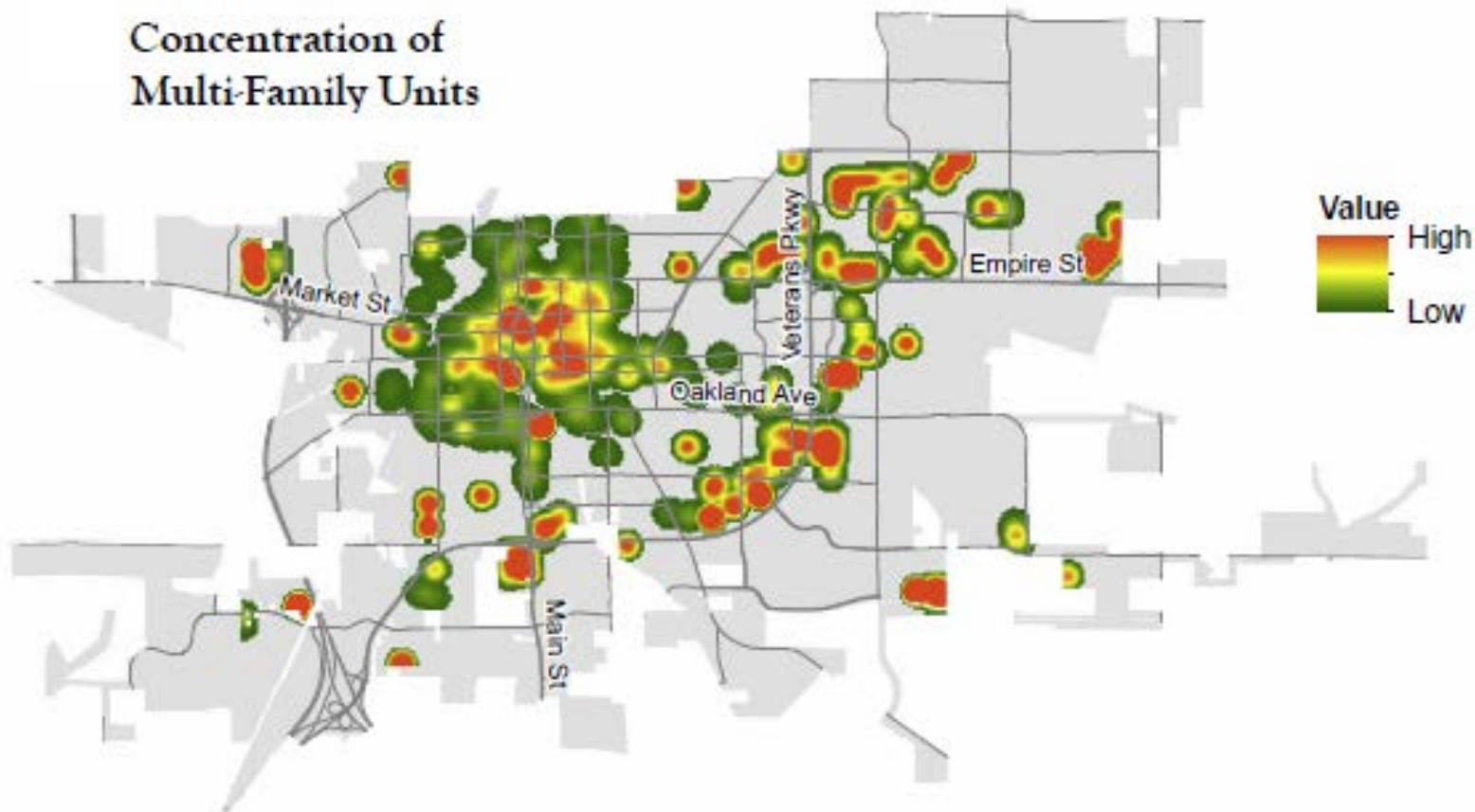


- Assessed Values
 - Lower in the core
 - Higher in the newly developed areas
- Higher housing cost burden in Bloomington (23% vs. States 17%)
- Concentrated in the core

Housing

Challenges

Key Findings

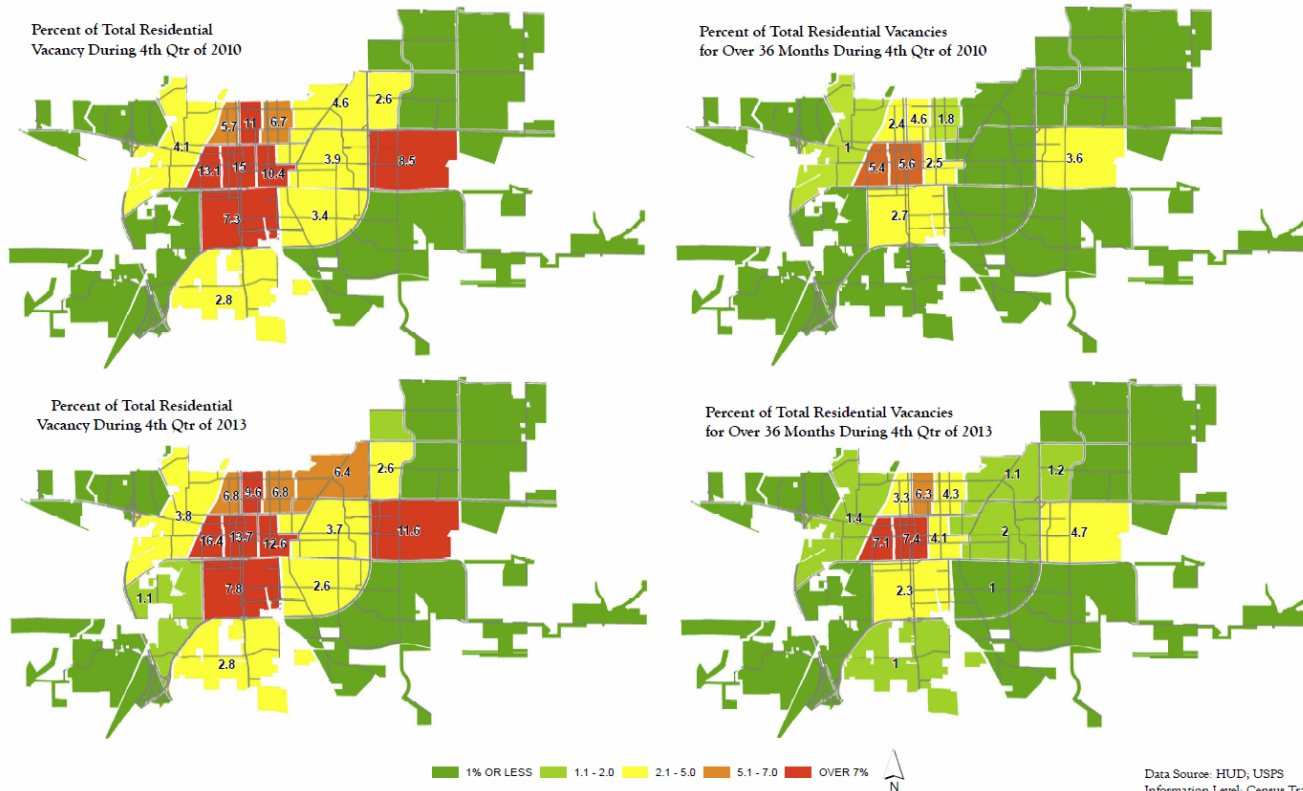


Housing

Challenges

Key Findings

Figure 3.6 Residential Vacancy Analysis, City of Bloomington



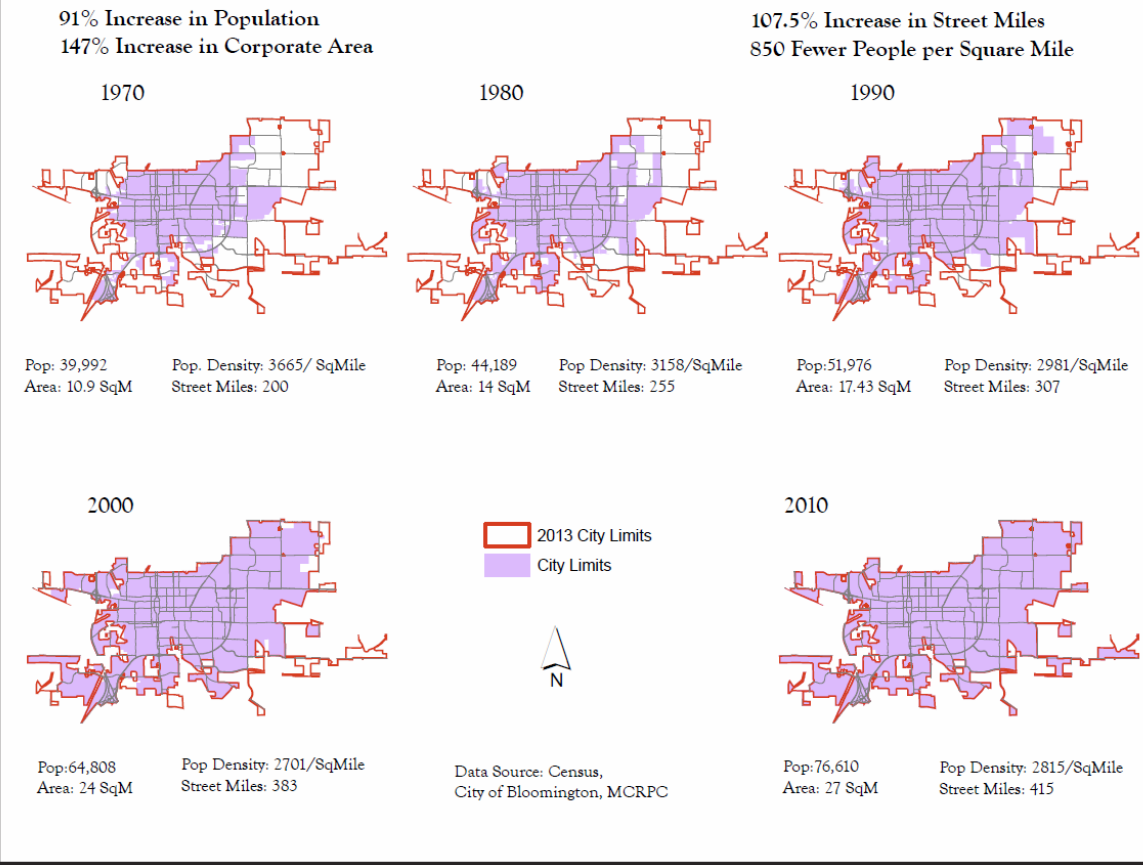
- Do not want to see increase in long term vacancies

Housing

Challenges

Key Findings

Figure 4.1 Corporate Boundary Changes, 1970-2010



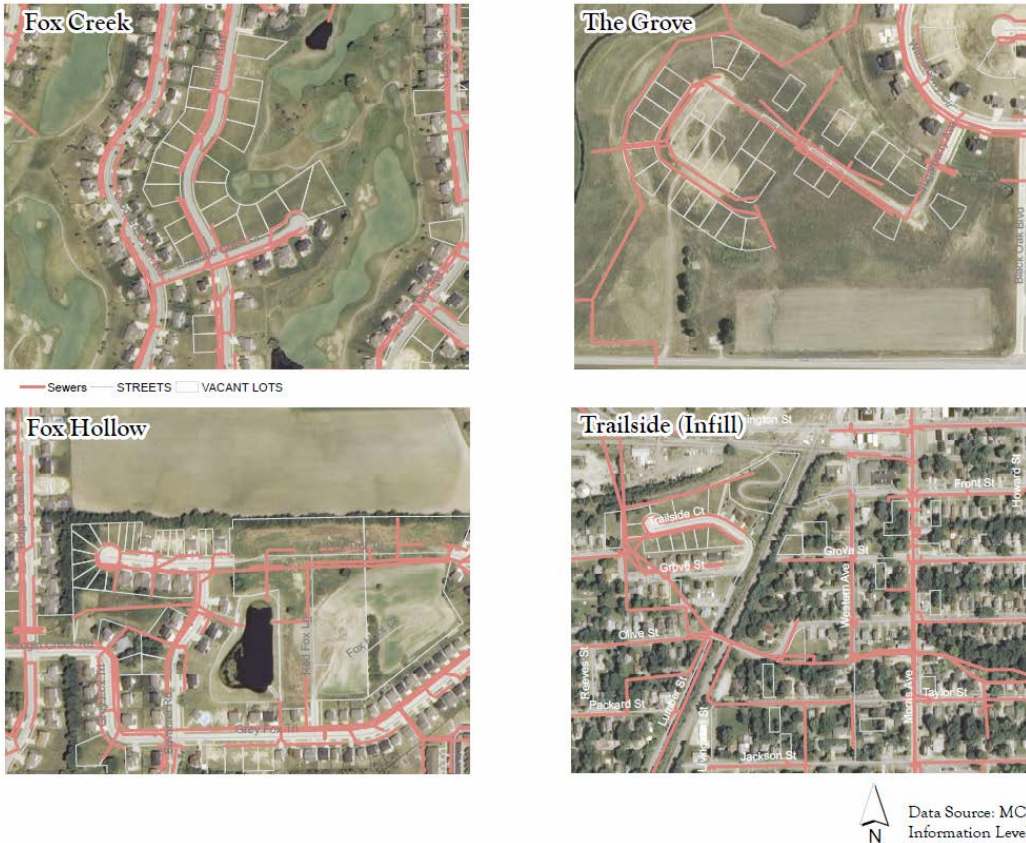
- Growth is good
- Fiscally responsible growth is sustainable.

Growth

Challenges

Key Findings

Figure 4.4 Available Vacant Land with Existing Infrastructure



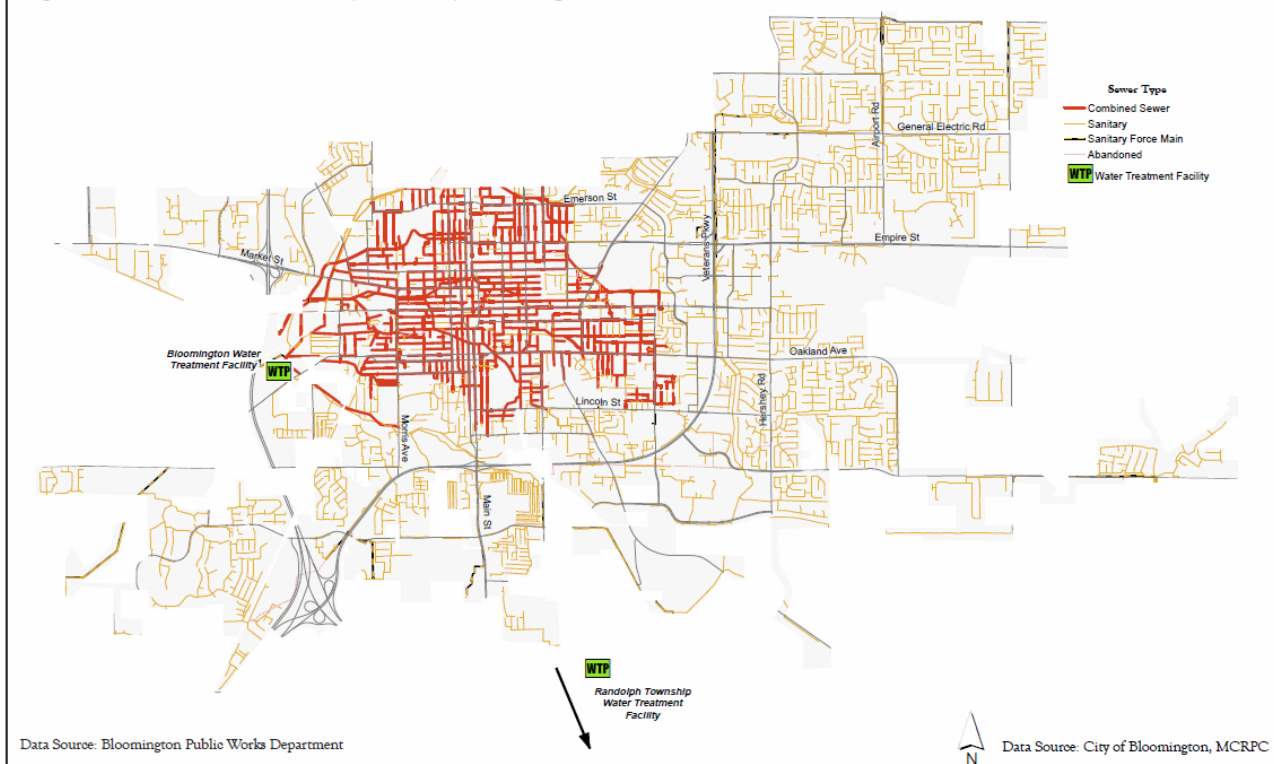
- Nearly 2,000 acres of vacant land available
- 450 improved as residential
- 400 zoned as commercial
- Airport has about 700 acres of land for commercial purposes
- Should be cautious with annexing more property

Growth

Challenges

Key Findings

Figure 6.1 Residential Sanitary Sewer System Map



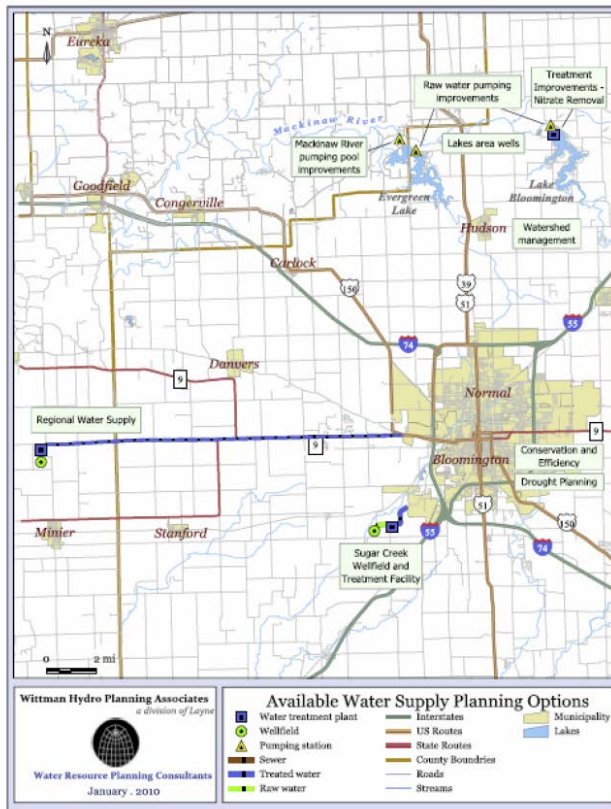
- Aging Infrastructure majority built between 1950-1980
- Communities across US are facing this issue
- Estimated cost to bring it up to mark is \$136 Million over a 20 year period

Infrastructure

Challenges

Key Findings

Figure 6.6 Available Water Supply Planning Options for the City of Bloomington



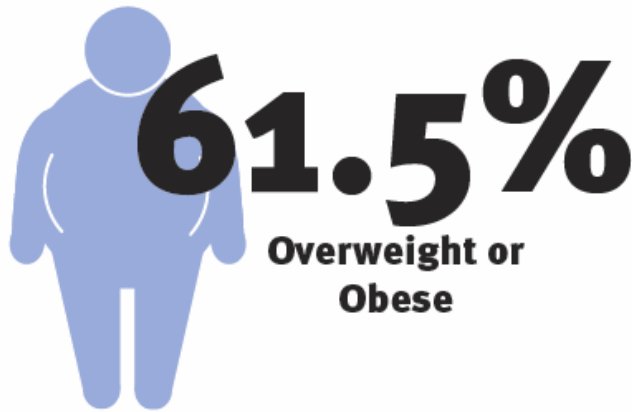
Data Source: Bloomington Water Department

- Daily water usage - 11.5 Million gallons
- Annual usage – 4.3 Billion gallons annually
- About 22 months of supply derived from the lakes at capacity
- Considering droughts and growth, serious regional efforts needed

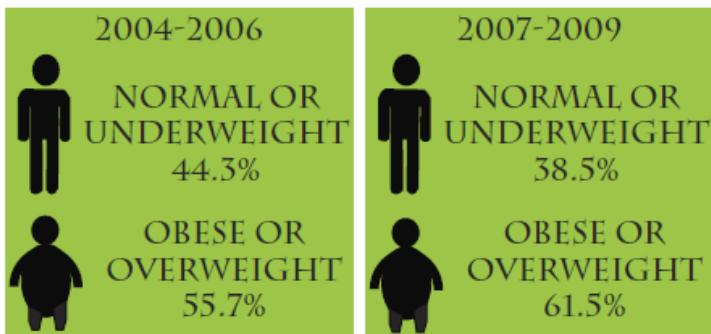
Infrastructure

Challenges

Key Findings



- Increasing number of County residents becoming overweight or obese
- Obesity is the lead cause of 20+ chronic illnesses
- Obesity is linked to sedentary lifestyle and lack of access to healthy foods
- Does land use play a role?



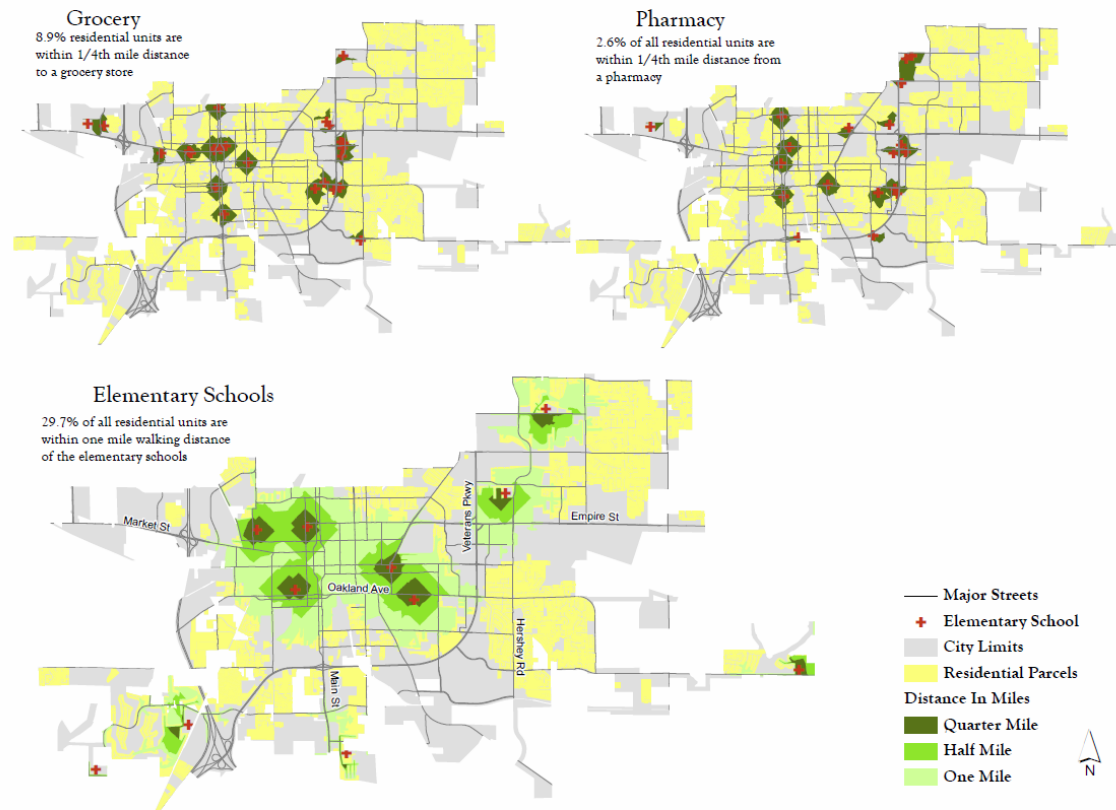
OBESEITY/OVERWEIGHT IN MCLEAN COUNTY INCREASED FROM 2004-2009

Health

Challenges

Key Findings

Figure 7.1 Walkability Analysis for Grocery Stores, Pharmacies, and Elementary Schools in Bloomington

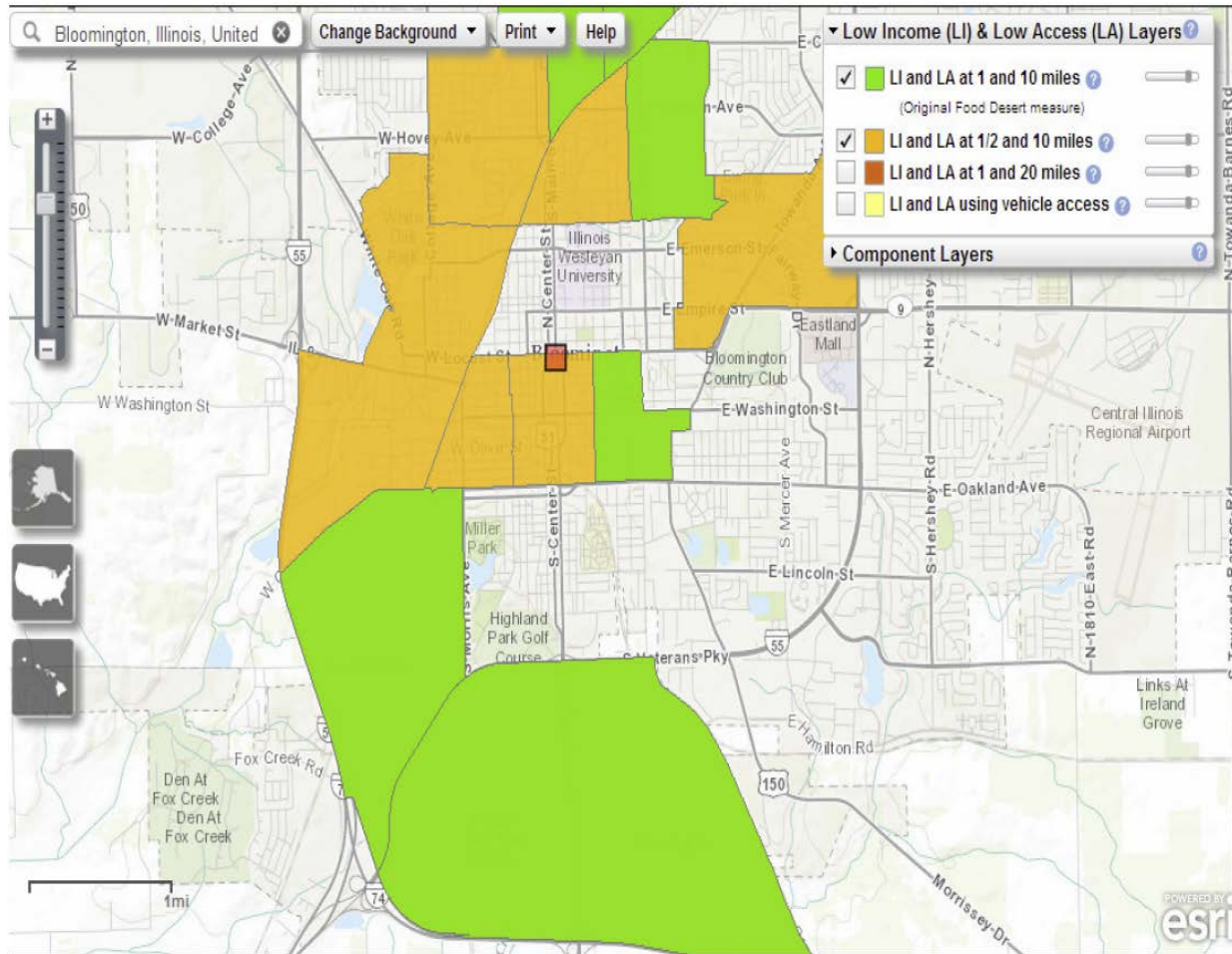


Source: MCRPC

Health

Challenges

Key Findings

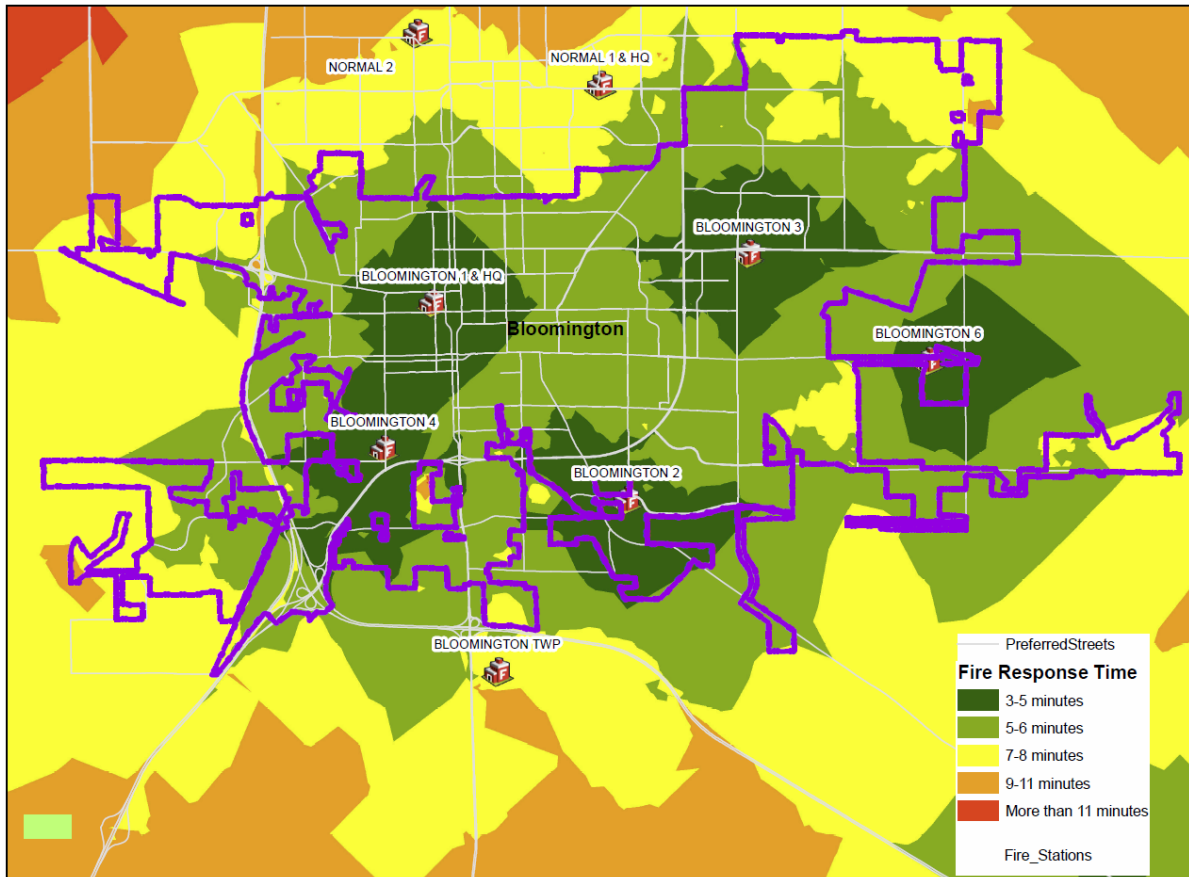


- Majority of the west side is Food Desert
- Low income and low access are the drivers

Health

Challenges

Key Findings



- Areas currently developed cannot be reached in 6 minutes.
- Currently no mutual aid agreement with Normal for fire service.

Challenges

Key Findings

Figure 7.8 Unit Hour Utilization During a 24-Hour Shift

Unit Hour Utilization During a 24 Hour Shift (One Week Sampling)									Average
Station	Unit	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Hdqts	Engine 1	.13	.14	.04	.06	.08	.02	.06	.08
	Engine 5	.02	.15	.06	.04	.07	.02	.03	.06
	3N16	.49	.23	.21	.33	.51	.31	.44	.36
Station #2	Engine 2	.15	.06	.00	.04	.07	.00	.03	.05
	3N53	.10	.16	.13	.30	.20	.07	.13	.16
	M3	.03	.04	.10	.00	.18	.12	.06	.08
Station #3	Truck #3	.15	.14	.02	.00	.09	.07	.13	.09
	3N102	.23	.10	.31	.00	.16	.14	.17	.16
Station #4	Truck #4	.20	.19	.03	.08	.15	.00	.02	.10
	3N51	.14	.27	.15	.12	.24	.23	.15	.19
Station #6	Engine #6	.19	.02	.00	.00	.03	.00	.02	.04

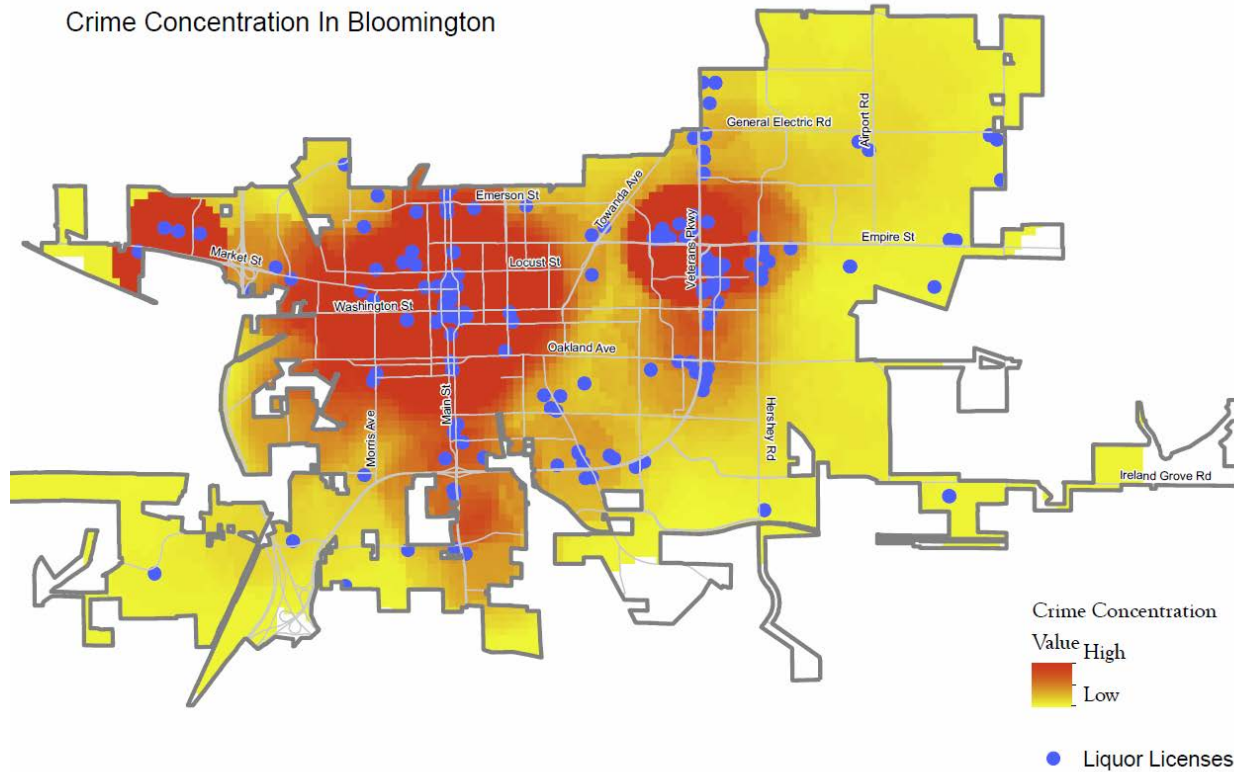
- UHU exceeding the recommendation of 0.25-0.3

Safety-Fire

Challenges

Key Findings

Crime Concentration In Bloomington



- The few crimes we do have, are concentrated.
- Geographically correlate with residential densities and Liquor Licenses

**When we put it
together**

**Key
Findings**

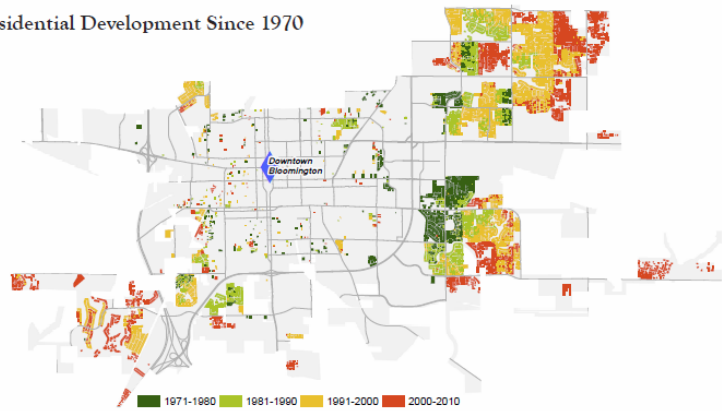
Bloomington's inner City is different in nature and character than rest of the City. While Bloomington overall exhibits significant strengths, its **Core faces major challenges and need immediate attention.**

Core Issue

Core Issue

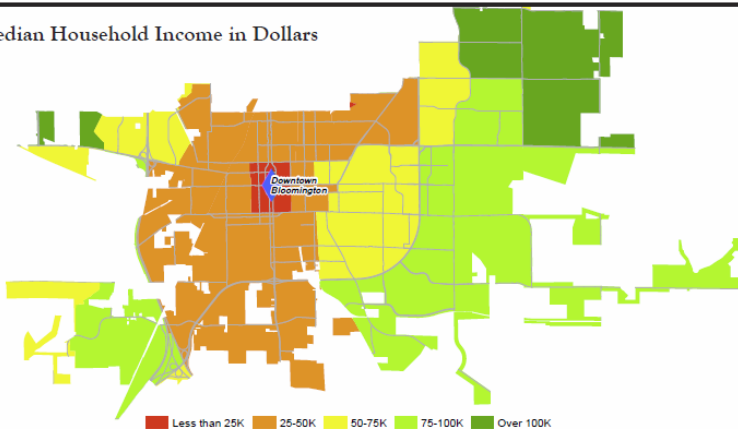
Key Findings

Residential Development Since 1970

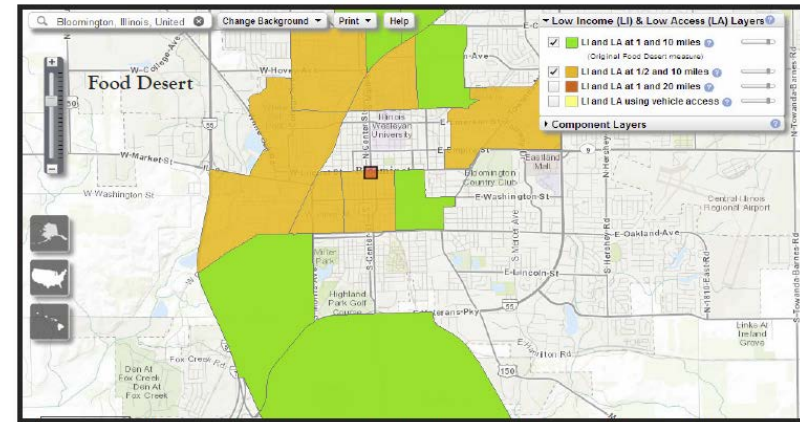


Majority of housing in Bloomington's Core area is older

Median Household Income in Dollars

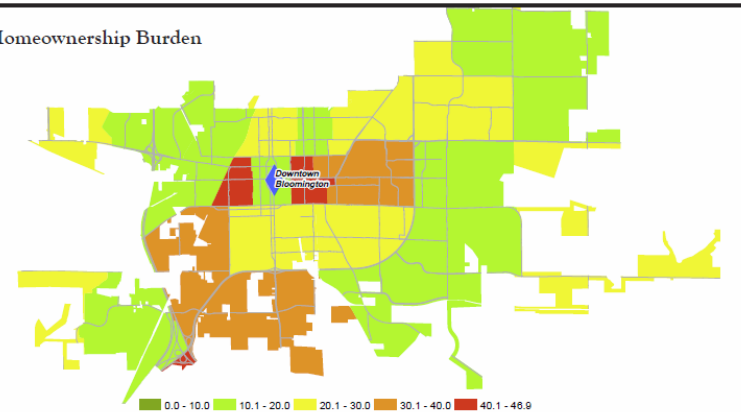


Median incomes in the core are lower than that of the City.



A majority of the west side of the City is declared as a food desert by the United States Department of Agriculture.

Homeownership Burden

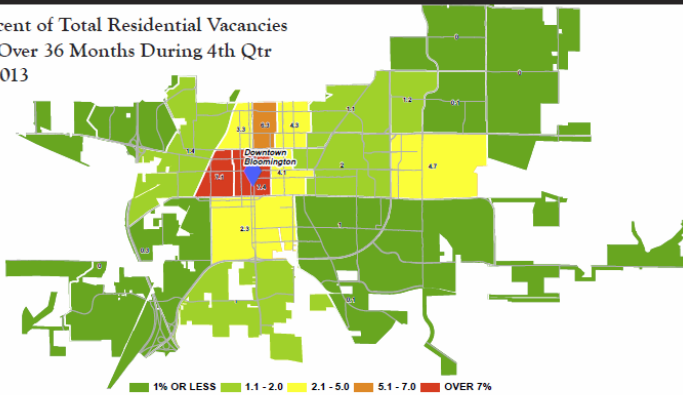


Percent of home owners burdened with housing costs (paying 30% or more of thier income on housing) are more in the core of the City.

Core Issue

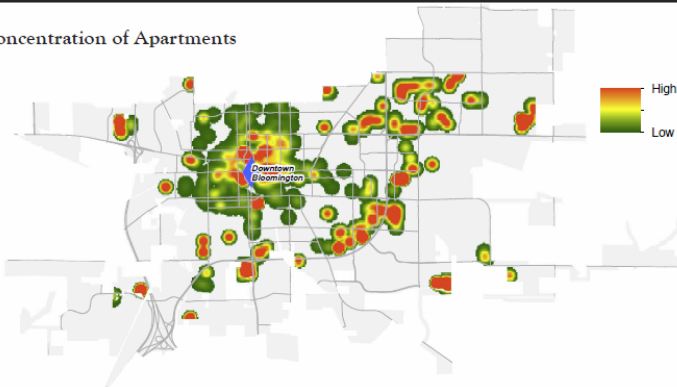
Key Findings

Percent of Total Residential Vacancies
for Over 36 Months During 4th Qtr
of 2013



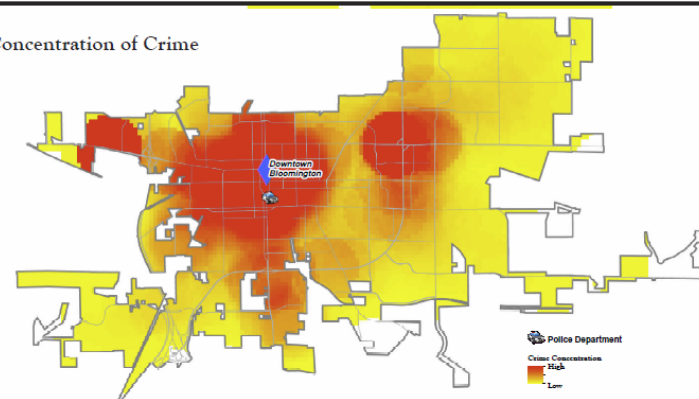
Long term vacancy rates (36 months or longer) are higher in the core than along the periphery. Long term vacancy rates can be a signal of blight.

Concentration of Apartments



There is a significant concentration of apartments in the inner city.

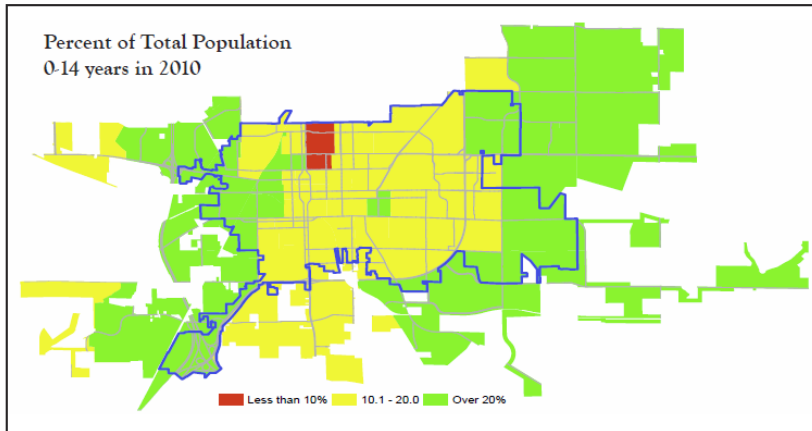
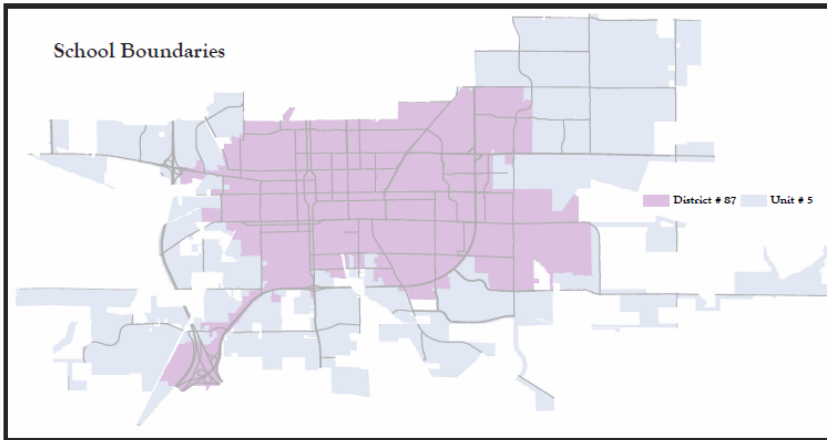
Concentration of Crime



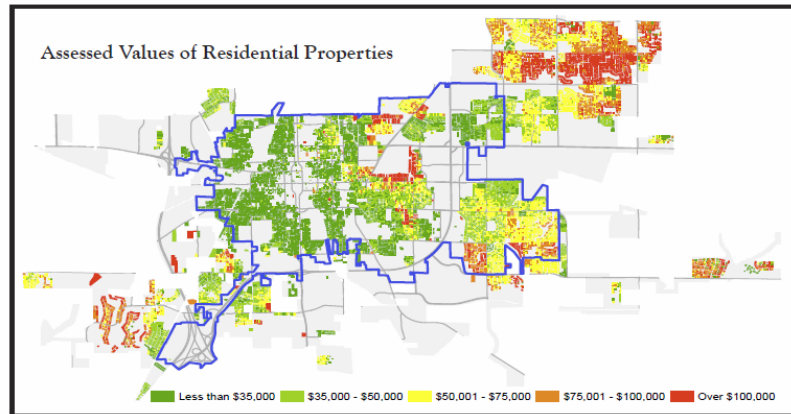
Bloomington's overall crime rate has gone down. 2014 marks less crimes than in 1989. However, most crimes are concentrated in the core and correlate with housing densities.

Effect on District 87

Key Findings



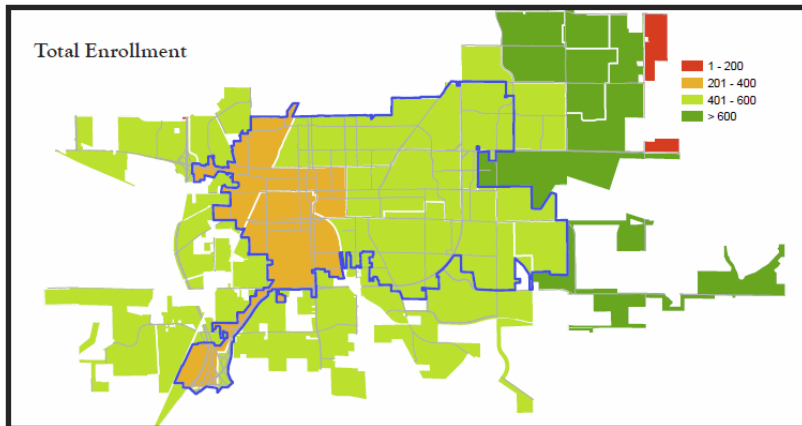
The loss of the younger population in the core is not a healthy sign for District 87.



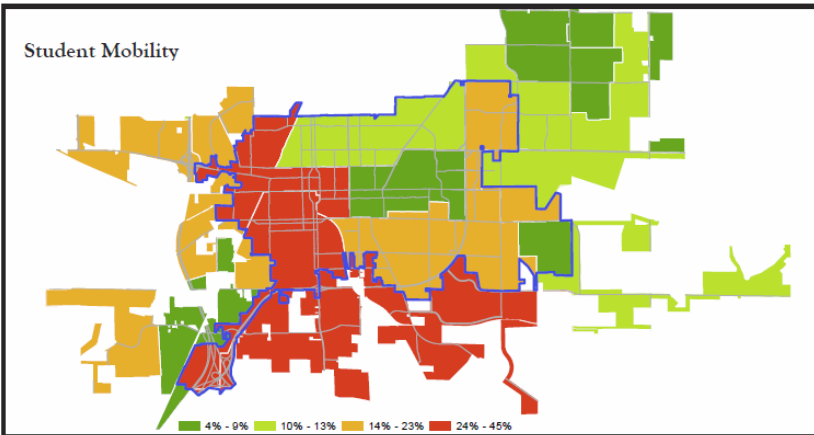
The lower assessed value on residential properties might result in decreased revenue for District 87 eventually.

Effect on District 87

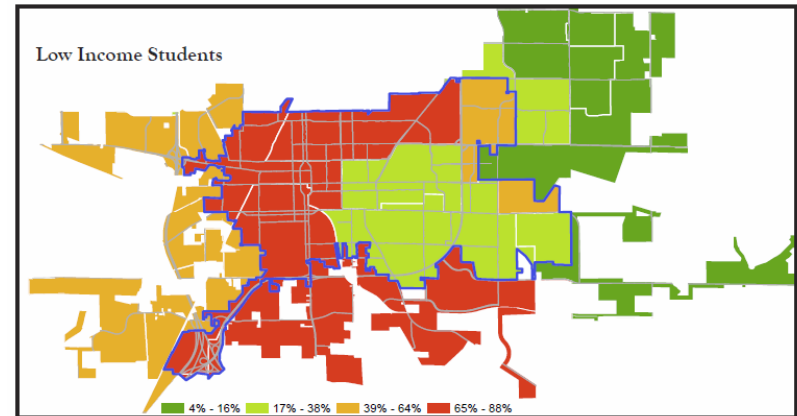
Key Findings



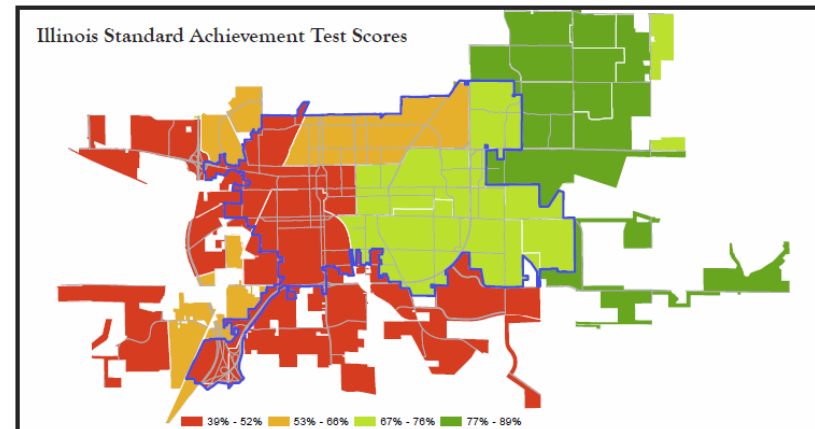
According to District 87, the total enrollment in 2010 is slightly less than that in 2000.



Concentration of the rental units in the core may be resulting in higher student mobility.



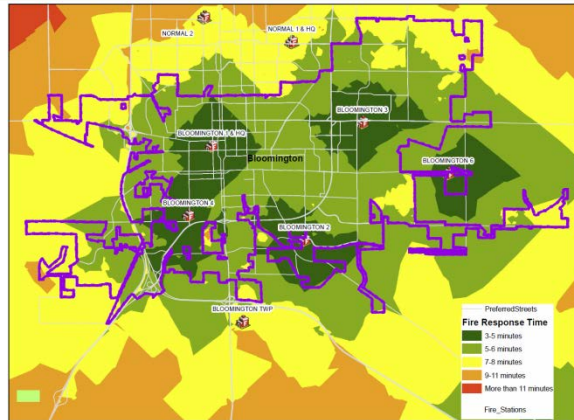
Lower median incomes in the core results in increased percentage of low income students in District 87.



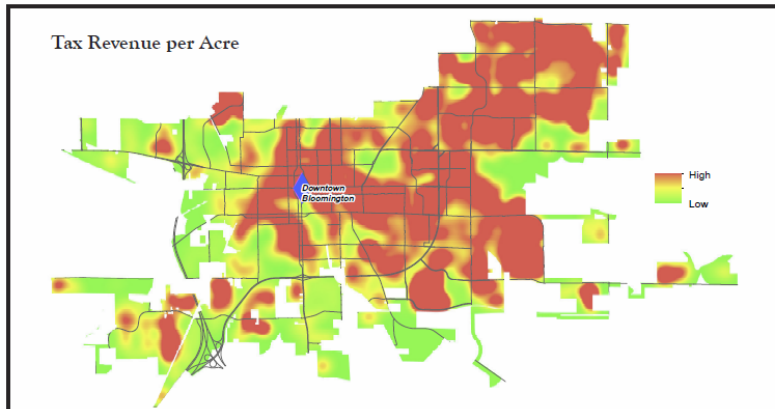
Various social issues facing the youth might result in lower academic performance.

Core Assets

Key Findings

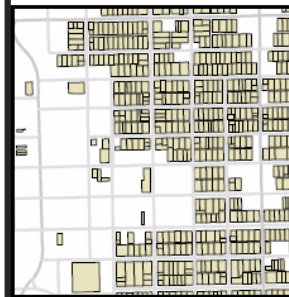


Availability of Services



The core continues to bring in higher taxes per acre. This is partly due to the higher densities of housing.

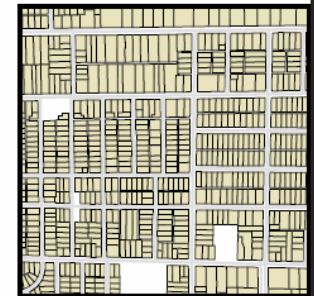
Examples of Representative Street Patterns Before 1970



Before 1900
East of Downtown



1901-1920
Whites Place & Clinton Boulevard

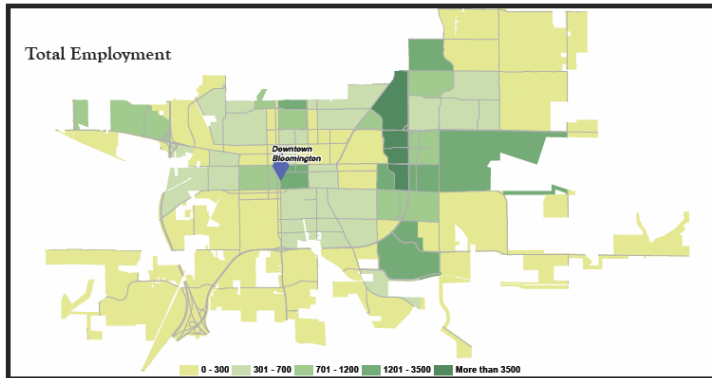


1921-1940
Founders Grove

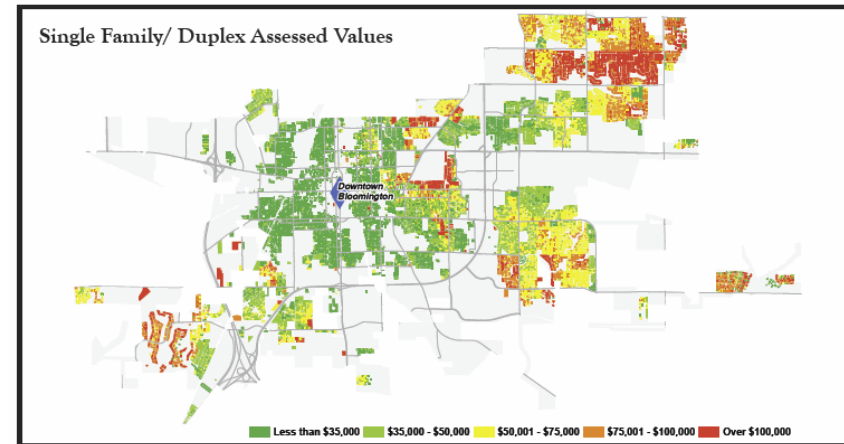
The core is served by a grid street pattern that encourages travel by both auto and alternative modes, encouraging a sustainable and healthy lifestyle.

Core Assets

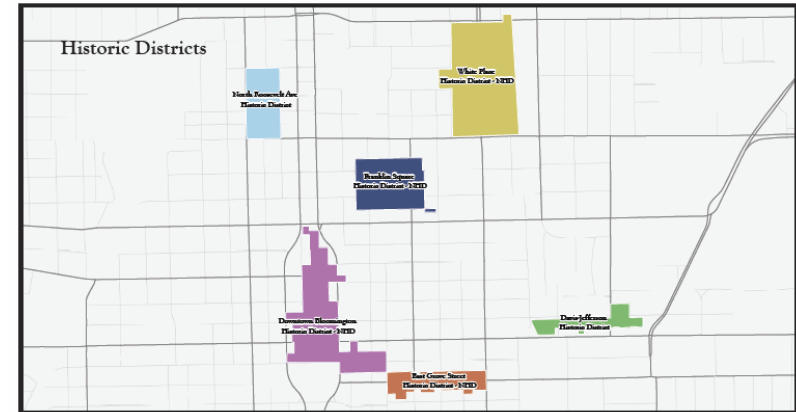
Key Findings



The City of Bloomington continues to house a strong concentration of jobs from major employers to local mom and pop shops. It is also well-situated with accessibility to a majority of the employment centers.



The lower residential values could boost affordability.



The core has numerous cultural and historical places that make it unique. These unique assets should be preserved and capitalized.



Downtown that is making a comeback.

Core Assets

Key Findings

- Biggest Asset
 - Continue to be good schools
 - They act as neighborhood anchors
- Strong overall economy
- Highly educated community
- Now is the time to acknowledge issues and establish a clear vision for the future.

Community Outreach (July – October)

Next Step

[Home](#)[About](#)[Action Areas](#)[Meetings](#)[Engage](#)[Resources](#)[Contact Us](#)

**BRING IT
BLOOMINGTON!**
PLAN IT. SEE IT. LIVE IT.

Get Informed

This site is your one-stop-shop for everything you need to know about Bloomington's Comprehensive Plan and how you can be a part of it.

Get Involved

Let your voice be heard. This is your community, and it's up to you to state your opinion and what you want for the future of the City of Bloomington.

Welcome to Bring It On Bloomington!

It's time to update the City's comprehensive plan, and we need your input. Bring It On Bloomington! is an effort to engage citizens of Bloomington from all walks of life to provide input for the Comprehensive Plan.

This 18 month process will be conducted in three phases and is expected to conclude in June 2015. We are currently in phase II of this process which is community outreach. We are seeking your input on what you value the most about Bloomington, and want for its future.

Please feel free to browse around and learn more about this process and provide your feedback.

[Please click here to take part in a community survey](#)

Hear from residents and local leaders on why you should be involved in the planning process!



Community Response

(1st week of July)

Next Step



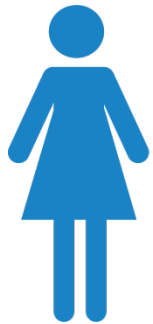
Green: indicates community values Blue: Suggestions for improvement

Community Response

(1st week of July- Survey's only)

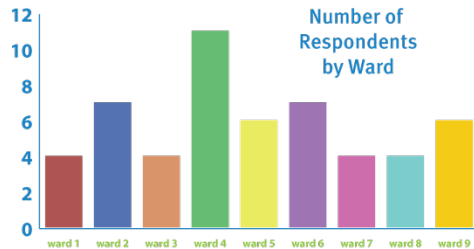
Next Step

Respondents were...



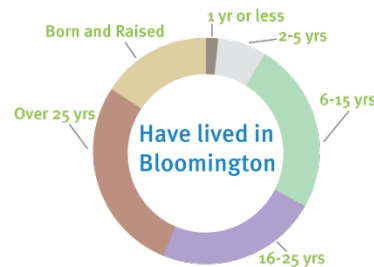
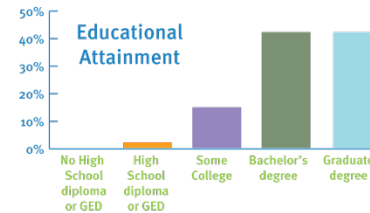
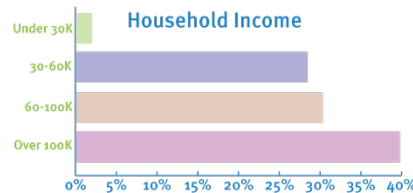
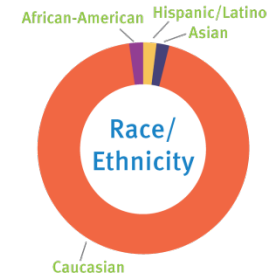
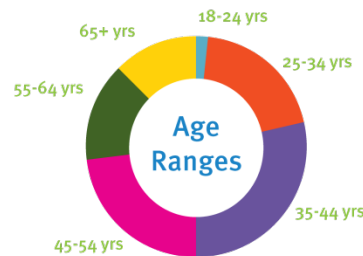
71%

29%



Total Number of Respondants

58



15%
Renter



85%
Owner

Questions?

Vasudha Pinnamaraju, AICP

Executive Director, MCRPC

Phone: (309) 828-4331 X22

E: vpinnamaraju@mcplan.org



FOR COUNCIL: July 14, 2014

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

Attachments: Attachment 1. Resolution
Attachment 2. Agreement

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.

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 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 this ____ day of July, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Professional Services Agreement C14L0083

This Agreement is made this 14th day of July, 2014 between the City of Bloomington, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this Agreement, Client retains Hanson to provide professional services in connection with a Streets Master Plan for the City of Bloomington, IL, subsequently referred to as "Project."

By this Agreement, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C/S Rev. 5) are incorporated into and made a part of this Agreement.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

Client

By:  Ball

By: _____

Title: Sr. Vice President

Title: _____

Date: July 1, 2014

Date: _____

Professional Services Agreement

C14L0083

Attachment A – Scope of Services

Agreement Date: July 14, 2014

Project: Streets Master Plan

Project Description:

Infrastructure planning should prioritize and recommend improvements that provide the most economic benefit to the public, fulfill commitments in existing agreements, maintain adequate levels of service on the existing system, and continue to encourage economic growth in the City. Benefits from the transportation system can be quantified by:

- Providing access for infill development that leverages City investments already made in gravity sewer and water mains.
- Using maintenance operations to reduce the life cycle cost of a facility.
- Proposing transportation improvements that recognize the multimodal needs of the community.
- Proposing transportation improvements that balance projected travel demand and capacity needs of the community.
- Proposing new roadway alignments that provide improved and efficient travel times for all users of the transportation network through reductions in adverse travel and congestion.
- Promoting transportation improvements that increase safety and reduce crashes.

Hanson will provide an unbiased, prioritized list of transportation improvements that can serve as a twenty (20) year capital plan for the City of Bloomington. The capital plan will incorporate information contained within:

- The City's Transportation Improvement Plan and Motor Fuel Tax planning information,
- Previous arterial street planning documents,
- Previous sidewalk master planning documents,
- Previous bicycle master planning documents,
- Existing maintenance planning activities, and
- Previous travel demand modeling scenarios and Southeast Bloomington Transportation Plan for proposed arterial streets performed by Hanson.

It is assumed that the capital plan will increase the awareness of the economic benefits provided by completing proper street maintenance and creating a more complete and comprehensive transportation system.

An additional goal of the planning effort is to complete the prioritization process transparently, while gathering input from concerned stakeholders. As a part of this process, the study will include a qualitative description of the comments provided by stakeholders. At one (1) public meeting and through one (1) online questionnaire, stakeholders will be asked to rank improvements based on importance to mobility, safety, and budget constraints. Key to this consensus building process is educating stakeholders about the relationship between this process and:

- The existing conditions of the City's entire transportation network,
- The current funding situation for infrastructure upgrades, and
- The most recent set of priorities established for future infrastructure spending (provided by City).

The final report will include a prioritized list of no more than 25 potential transportation projects using benefit-cost analysis, funding feasibility, and stakeholder data.

Services:

The Scope of Services to be provided is limited to the following:

1. Review existing economic data, existing infrastructure condition data, utility locations, traffic volumes, previous master plans, and crashes as provided by the City of Bloomington and the IDOT Safety Data Mart.
2. Complete two (2) "working sessions" with City of Bloomington Public Works Department and City Administration to identify potential improvements. Meetings to be held at Hanson (Peoria Office) or through web-conferencing.
3. Identify and develop project evaluation metrics for:
 - Adverse travel throughout the City's transportation system associated with the closure of each identified road and/or bridge. A travel demand model will be used. This model accounts for the effects of congestion on travel times and adverse travel.
 - The safety benefits of each transportation improvement. Highway Safety Manual procedures will be used to predict the potential occurrence of injury crashes at each improvement location. Costs will be assigned for different levels of crash severity based on the Illinois Department of Transportation standards.
 - The life cycle cost benefits associated with current maintenance and block by block reconstruction activities.
 - The life cycle cost benefits associated with potential reduction/addition of pavement square yards to meet projected travel demands and multimodal needs.
 - The potential economic benefits each improvement could have on development.
 - Best management practices as it relates to maintenance of roadway facilities.
4. Develop a report that prioritizes each improvement on the basis of comparing:
 - The ability of each improvement to reduce system wide congestion and travel times,
 - The ability of each improvement to reduce crashes system wide,
 - The implications each improvement will have on economic development,
 - The life cycle cost with maintenance and reconstruction for each improvement, and
 - The ability to obtain state, federal, or alternative funding sources for each improvement.

Deliverables for the report include:

- A 20-year capital plan using the City's revenue projections and assuming a balanced budget with planning level opinions of probable cost and
 - Maps, tables, figures, and graphics outlining each expenditure and project location.
5. Conduct a public involvement process that allows the public to qualitatively rank transportation improvements based on mobility, safety, and budget constraints. This process will be completed through one public meeting and one online questionnaire.

6. Present findings of the study at two (2) City of Bloomington Council Meetings.

The following assumptions were made in development of this scope of services:

1. Hanson will be use the previously built City of Bloomington travel demand model.
2. City of Bloomington will make available all existing and historic pavement condition index data, maintenance operation data, and unit costs of improvement associated with maintenance projects.
3. Hanson will not determine impacts proposed improvements may have on environmental resources.
4. City of Bloomington will provide the analysis to determine the economic development benefits associated with each improvement.
5. The scope does not include determining the division of City funds among infrastructure improvements identified by other master planning activities (ie. prioritizing water main or sewer improvements over transportation related projects). The City will provide the budget constraints for transportation related improvements.
6. Costs from Southeast Bloomington Transportation Study will be used for five of the 25 proposed improvements.
7. City of Bloomington will administer and distribute the online questionnaire, and provide the tabulated results to Hanson.

Professional Services Agreement
C14L0083
Attachment B – Charges for Services

Agreement Date: July 14, 2014

Project: Streets Master Plan

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus reimbursable project expenses. Billings will be issued at least monthly, and will be based upon total services completed and expenses incurred at the time of the billing.

Estimate of Cost:

It is estimated the total cost to accomplish the Scope of Services for this project will be \$99,948. Hanson agrees not to exceed \$99,948 without prior notification to and approval by the Client.

General Conditions

Hanson Agreement: C14L0083

Agreement Date: July 14, 2014

Project Name: Bloomington Streets Master Plan

1 Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within ~~30~~ 60 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than ~~30~~ 60 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses

and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON. "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."

4. Standard of Care: Services performed by HANSON 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. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable "but in no case less than \$1,000,000 per occurrence." Certificates of insurance shall be provided to CLIENT upon request in writing. "CLIENT shall be named as an additional insured on such policy and HANSON shall provide a certificate evidencing such coverage prior to the commencement of the work under this Agreement." HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON 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 HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this

Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, 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. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: ~~The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third party action against Hanson or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against

HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed ~~\$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater~~ "limits of HANSON'S general liability insurance". This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

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 HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or

failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

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 HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: ~~CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.~~

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted

as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. 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". JTB

21. 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 HANSON. HANSON'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 HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON 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.

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

23. 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.

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. 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 HANSON.

25. Modification to the Agreement: CLIENT or HANSON 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 HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

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



FOR COUNCIL: July 14, 2014

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 sidewalk				

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 compliant 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.

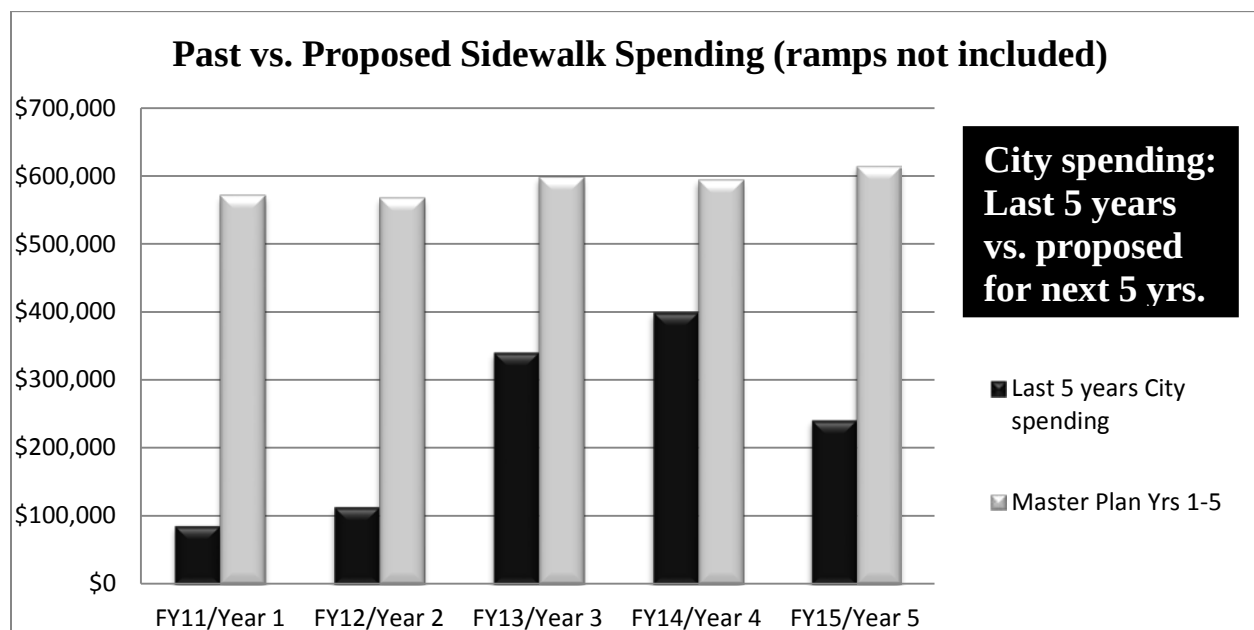
Further, the City will send out press releases, and has arranged with to the Chairpersons of two (2) City Commissions for public meetings if Council chooses to advance the document forward for public review.

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 accompanying chart compares 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
<i>10-Year Spending Total: \$6,328,646</i>										
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
<i>10-Year Revenue Total: \$612,500</i>										
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
<i>10-Year Shortfall if Funding Remains Flat at FY 2014-15 Level: \$3,912,826</i>										

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:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with the first name "David" being more prominent.

David A. Hales
City Manager

Attachments: Draft Sidewalk Master Plan



A Master Plan For Sidewalks

Prepared by the Bloomington, IL,
Department of Public Works
First Presented June 23, 2014





Sidewalk Master Plan

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ABBREVIATIONS

ADA	Americans with Disabilities Act
CDBG	Community Development Block Grant
GIS	Geographic Information System
HUD	United States Housing and Urban Development
IDOT	Illinois Department of Transportation
MAP-21	Moving Ahead for Progress in the 21st Century Act
PASER	Pavement Surface Evaluation and Rating system
PROWAG	Public Right-of-Ways Accessibility Guidelines
STP	Surface Transportation Program
SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users Act of 2005

EXECUTIVE SUMMARY

At present, the condition of sidewalks throughout Bloomington falls short of crisis. In fact, about 70 percent of our pedestrian passageways rate as “good” or “excellent.” Nonetheless, there are significant problems. Nearly one in 10 sidewalks is in at least “poor” condition. That's 38 miles of sidewalk in which at least portions are in dire shape. Some of those sidewalks rank below “poor” -- as “failed” and impassible. Further, some streets that should have sidewalks have none. Most sidewalks have ramps at intersections; some don't. However, 4 out 5 ramps fall short of the standards of the Americans with Disabilities Act. Overall, the sidewalk system is in fair shape with need of improvement. It will not stay that way. Inaction will invariably lead to deterioration to levels that now define Bloomington streets. Decisive action and commitment to stable funding will raise the sidewalk system toward the level the City desires. It desires to be a healthy, pedestrian-friendly community, one where residents can age in place and where all residents can travel safely on foot and by wheelchair.

Priorities

This Master Plan systematically addresses three shortcomings in the sidewalk system: 1) Access for persons with disabilities. 2) Locations with poor overall quality. 3) Key gaps in the sidewalk system. Short-term, the Plan outlines a method to bring every sidewalk in Bloomington to a minimum rating of “Fair-minus,” in the term used by the City's rating system, while also addressing the highest priority missing pieces or “gaps.” Longer term, the Plan brings the minimum condition to, in rating terms, a “Fair-plus,” while addressing medium-priority missing pieces of sidewalk. The Plan also provides a method to bring Bloomington sidewalks closer to compliance with the Americans with Disabilities Act (ADA) though on ongoing long-term strategy.

While the Plan produces dollar figures that may cause hesitation, the final portion of the Plan presents a clear roadmap for funding based on a systematic study and objective rating of sidewalks.

Studied in context

The Sidewalk Master Plan was produced by the Engineering Division of the Public Works Department. This is important in that the planners generated expectations and goals within context of the City of Bloomington operations rather than taking an isolated view of the sidewalk system, as an outside consulting firm might be expected to produce. The Department sought realistic goals -- practicality that by necessity compromises idealism within the framework of a municipality weighing many costly needs, wants and demands. In fact, the initial draft of the Plan sought to improve all sidewalks to a rating of “Good-minus.” The Department scaled back the level of service because of financial considerations, cutting \$2 million in spending from the Ten-Year Action Plan before it even entered a final draft stage.

Cost calculations

The Department used formulas developed by the Public Works Engineering Division in making projections for cost based on lengths of sidewalks and their ratings. The formulas use the

average amount of a sidewalk within each parcel needing replacement under a given rating – not the replacement of the entire sidewalk. For example, addressing a sidewalk with a quality rating of 4 (“Fair-minus”) translates on average to replacing 27 percent of sidewalk panels, not all panels. Cost calculations also take into account extra depth and cost of sidewalks abutting driveway aprons.

The Master Plan concludes with an Action Plan to meet all goals over a 10-year span, starting with the 2015-2016 budget. It factors inflation at 3 percent annually, taking a cautious approach rather than an optimistic approach on inflation.

Two issues stay atop the agenda throughout the Sidewalk Master Plan:

- **Safety:** Providing safe travel for pedestrians is a City responsibility. City Staff sees need to keep existing sidewalks safe, improve marginal and unsafe walkways and create new sidewalk in selected areas where none exists. The Master Plan takes into account locations and usage -- near a school, for example -- in setting priorities. The result is a plan for good pedestrian travel for the maximum number of users. However, the Master Plan also seeks good pedestrian travel for individuals who most need it -- outside the issue of amount of usage; hence, the priority of accessibility.
- **Accessibility:** The City began the effort to make its sidewalks accessible to persons with disabilities well before the federal government passed the Americans with Disabilities Act in 1990, and it continues to do so. It started ramping sidewalks at street corners in the early 1980s. However, the job of meeting ADA continues. Most of our sidewalk ramps do not meet our standards or the ADA's, largely because the standards changed. Some of our sidewalks still have no ramps leading to street intersections. And some of our ramps need to be made safer. Furthermore, routine fixes of sidewalk problems and the responsibility to our citizens with disabilities go hand in glove; tripping hazards are all the more dangerous to the elderly, who risk serious injury from falls, and to those with visual impairment and other disabilities.

City of Bloomington Strategic Plan Tie-in

The City's Strategic Plan puts some emphasis on quality infrastructure, and it puts forward a vision for the future: "Vision 2025." Vision 2025 is for Bloomington to be a beautiful, family-friendly city with great neighborhoods and convenient connectivity. Well-designed public facilities, including sidewalks, work toward that end. The City wants to have great neighborhoods and is dedicated to having easy and safe accessibility to parks and schools. Bloomington wants to increase convenient connectivity, which would create a more diverse economy because it would give citizens the opportunity to work near home and use non-motorized transportation. The Vision considers Downtown as the heart of the City and sees easy pedestrian access there as vital. And it states that achieving the vision requires "(W)ell-maintained city streets, sidewalks." The City sidewalk system is for public use; it is the commitment of Bloomington to keep the sidewalks well maintained so all can benefit.

City of Bloomington Mission Statement Tie-in

The Mission Statement for the City states that Bloomington wants to be financially responsible while providing "quality, basic municipal services at the best value." By using a prioritizing philosophy for sidewalk and ramps maintenance and replacement, City Staff can properly plan and deliver services in the most cost-effective and pragmatic manner. Service levels outlined in the Master Plan are "basic" -- not Cadillac, not perfect, not ideal.

The Sidewalk Master Plan further serves the City's goal to keep residents informed. It provides understandable and accessible material. It calls for partnership with citizens in compatibility with the City mission statement.

Tie-in to 2015 Strategic Plan Goals

Strategic Plan Goals set the tone for City government functions in Bloomington and are goals aligned with Vision 2025. They are guiding principles that enter into every government action. Every Staff memo asking for City Council action must link to at least one goal. The Sidewalk Master Plan and the sidewalk program directly fit into the following goals:

- 1. Financially Sound City Providing Quality Basic Services**
 - a Budget with adequate resources to support defined services and level of services
 - d City services delivered in the most cost-effective, efficient manner
- 2. Upgrade City Infrastructure and Facilities**
 - a Better quality roads and sidewalks
- 4. Strong Neighborhoods**
 - d Improved neighborhood infrastructure
- 5. Great Place – Livable, Sustainable City**
 - b City decisions consistent with plans and policies



1.0 PURPOSE

The "Vision 2025" in Bloomington's Strategic Plan foresees a beautiful, family-friendly city. Quality sidewalks provide a piece of the equation, a necessary component to achieve this vision, because they affect walkability and connectivity. Communities with strong walkability and connectivity have healthier and more cohesive neighborhoods where pedestrians routinely traverse, where children walk about safely and where residents encounter less motor traffic congestion and a stronger sense of civic identity. Further, good sidewalks are essential to persons with visual impairment, walking impairment and other disabilities -- members of the community who by right and by law deserve access.

The City needed a framework in order to address the overall quality of sidewalks. The Master Plan provides that framework by taking the existing rating system used by the Public Works Department, weighing the dual goals of safety and accessibility and setting a service level that is compatible with the Staff-Council strategic planning. Objectives are made within the context of practical funding levels. This Sidewalk Master Plan should serve as the primary guide in the allocation of resources and in addressing maintenance and replacement issues and policy.

This Sidewalk Master Plan aims to:

- Increase walkability and connectivity throughout Bloomington.
- Provide a comprehensive maintenance and improvement plan for the City of Bloomington sidewalk system.
- Establish priorities for repairs based on pedestrian needs.
- Update the right-of-way portion of the City's 1992 Americans with Disabilities Act (ADA) Transition Plan.
- Provide a budget for the use of City funds.
- Provide more transparency between the City of Bloomington and its residents.
- Provide understandable information about the maintenance process associated with the City's sidewalk system.

The Sidewalk Master Plan will not address the construction of new sidewalks in new subdivisions at length. Chapter 24 of City Code and the Manual of Practice contained within the Code explain the standard and practice requirements for new sidewalks built in Bloomington.



2.0 THE CITY SIDEWALK SYSTEM

The sidewalk system is one mode of transportation widely used for easy access to neighborhoods, schools, businesses, not-for-profit agencies, government and parks. Sidewalks enhance safety by separating vehicles and pedestrians. In addition to providing a pedestrian network, sidewalks serve as meeting places for friends and neighbors, play areas for children and settings for special events. The sidewalk streetscape areas also add to the aesthetic appeal to city neighborhoods.

2.1 Sidewalk System Defined

The City sidewalk system is defined as all walkways constructed on City-owned right-of-ways for the purpose of general public pedestrian travel. The sidewalk system includes concrete sidewalks, brick sidewalks, asphalt sidewalks and sidewalk curb ramps. The "ramps" are the short inclines that connect sidewalks to streets.

The City sidewalk system does not include private or public driveway approaches or aprons that are constructed in the right-of-way for vehicle access. While carriage walks (walkways between the city sidewalk and the curb within the public right-of-way) are not part of the City sidewalk system, they will be addressed in the Sidewalk Master Plan. The Constitution Trail is maintained within the Parks, Recreation and Cultural Arts Department and should be treated separately.

2.2 Sidewalk Prioritization Philosophy

Currently, sidewalks are not considered for replacement using City funds unless either the vertical displacement criteria is rated at 6 or less or the overall sidewalk condition is rated at 3 or less on the City's rating system, which is based on the Pavement Surface Evaluation and Rating system (PASER).

As noted in the Chapter 7 Action Plan, the City should aggressively address the mediocre sidewalks, rated at 4, once it has addressed all sidewalks rated as 1, 2, and 3. This does not mean delaying work on all sidewalks with a rating of 4 or 5. In fact, most sidewalks that are improved under the 50/50 program, discussed later in the plan, rate as 4 and 5. The City should use discretion in selecting sidewalks for repair. If other infrastructure improvements are planned for an area, it becomes prudent for the City to consider repair of the sidewalks along the construction route. Usefulness and use of a sidewalk also should enter the decision process. However, usually, 1s, 2s and 3s should come first. Additional information on the rating system can be found in Section 4. The listed priorities below are intended to assist in decision-making. They *are not* absolute criteria that must be followed in order.

Highest Priority

- Reported sidewalk hazards in which a person with a disability is known to use the sidewalk.
- Reported sidewalk hazards in which no person with a disability is known to use the sidewalk.
- Sidewalks rated as 1, 2 and 3 whether located or not located along streets being resurfaced as part of Block by Block Rehabilitation (explained below).
- Any designated school walking route (See Appendix D-3).
- On one side of the street with a high pedestrian volume generator (schools, park entrances, etc.).

Medium Priority

- A missing link (usually a block or less) that impedes pedestrian connectivity in the sidewalk grid and where it is economically and logistically practical to provide that connectivity.
- An area without sidewalks where there is evidence of regular pedestrian traffic (dirt path) and where the City government and residents deem it desirable to place a sidewalk.
- Any sidewalks near a transit bus stop.
- Sidewalks rated as 4 and located along streets being resurfaced.
- Sidewalks rated as 4 and not located along streets being resurfaced.

Lowest Priority

- Streets in industrial zoned districts.
- On at least one side of the street in cases in which there is no sidewalk present on either side of the street. Sidewalk construction should be undertaken in conjunction with new road construction or resurfacing projects if possible.

- On the second side of any streets with a designated high pedestrian volume generator (schools, park entrances, etc.).
- On the second side of the street where there is sidewalk present on one side of the street.

Work on Lowest Priority Sidewalks is discussed in Section 6.

50/50 Sidewalk Program

The City's 50/50 Sidewalk Program functions outside the priority parameters. The program uses 50 percent matching grants to private property owners willing to pay half the cost of sidewalk improvement. The grants are used in instances in which property owners would like to immediately proceed with sidewalk improvements that cannot be accomplished under the City's short-term sidewalk improvement plans -- either because of a lack of funding or because the sidewalk does not meet City criteria for immediate improvement. Additional information on the City's 50/50 Sidewalk Program can be found in Section 6.

2.3 Block By Block Infrastructure Repair

An emerging outlook in the Public Works field in general and within the City government is called Complete Infrastructure Rehabilitation Block By Block. The concept is that repair of a piece of infrastructure, such as a street or sewer, should not be undertaken in isolation. One reason involves efficiency and financial prudence. For example, planning sewer work in tandem with other work prevents future sewer work from forcing excavation and replacement of newer infrastructure. It also makes sense from the standpoint of preventing repeated disturbance to a neighborhood with return visits by construction crews for various pieces of infrastructure work. Block By Block gets a neighborhood "done" before moving to another area and elevates neighborhood value, pride and aesthetics.

Bloomington Public Works is gradually working toward a system in which all infrastructure within a block gets addressed to a degree that no infrastructure improvements will be needed for at least 20 years. Full Block By Block rehabilitation means addressing streets, sidewalks, carriage walks, curbs and gutters, inlets, sewers, private utilities, fire hydrants and signage as a single project or a carefully staged set of projects. Block By Block was emphasized in 2013 when the City Council approved the extension of a sewer inspection contract as part of preparations for the 2014 street resurfacing program. Funding came from a portion of a \$10 million bond issuance, which primarily is aimed at street repair, to ensure resurfacing did not take place atop failing sewers.

In practice, Block By Block already is used to some degree, especially in regard to installation of ramps that comply with the Americans with Disabilities Act. Under federal law, all ramps must be upgraded to ADA standards during street resurfacing. This explains why the highest priority for ramp work, outlined in the next section, is that road resurfacing is being done on the block. The requirement provides the primary vehicle through which Bloomington can plan to gradually make all sidewalk ramps ADA complaint and to create ramps at another 1,370 locations with no sidewalk ramps.



3.0 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) was signed into federal law on July 26, 1990. The City's sidewalk system falls under Title II of ADA, which prohibits state and local governments from discriminating against persons with disabilities or from excluding participation in or denying benefits of programs, services, or activities to persons with disabilities. Passage of the Americans with Disabilities Act triggered significant changes to the design and construction of pedestrian facilities. Further, pedestrian curb ramps were installed at most intersections in Bloomington. However, the City's sidewalk system is not yet fully accessible and barriers remain.

3.1 ADA Requirements

The Americans with Disabilities Act has numerous requirements on how a city's sidewalk or curb ramps should be constructed in an effort to eliminate barriers for people with disabilities. Among them:

- Sidewalks and curb ramps should have a 2 percent maximum cross slope for drainage purposes.
- The minimum width of sidewalks and curb ramps should be 48 inches.
- The slope of the ramp should a maximum be one inch per foot.
- Curb ramps must have 4-foot by 4-foot level landing clear space for easier mobility and detectable warnings to alert pedestrians of potentially hazardous vehicular traffic.

3.2 ADA Transition Plan

ADA also required municipalities with more than 50 employees to implement a plan for enactment. The ADA Transition Plan for Public Rights-of-Way documents the legal and functional goals and objectives of the City in order to make existing pedestrian facilities within the public right-of-way accessible and usable for persons with disabilities. However, Bloomington last updated its ADA Transition Plan in 1992. The Sidewalk Master Plan serves as an official update to the right-of-way portion of the City's ADA plan.

Bloomington's 1992 Americans with Disabilities Act Transition Plan

The City of Bloomington began installing curb ramps as early as 1982. In October 1986, the City amended the City Code to require curb ramps at all crosswalks in all new subdivisions and planned unit developments. The City adopted an ADA Transition Plan on July 27, 1992. It outlined steps that need to be taken to comply with Title II of the Americans with Disabilities Act.

Shown below are the goals of the right-of-way portion of the 1992 ADA Transition Plan.

- Conduct a survey by physically inspecting all crosswalks.
- Complete a database based on the survey.
- Classify existing crosswalks pursuant to degree of modification required.
- Classify ramps based on priorities and results of the survey.
- Seek funding sources for action required under ADA and accompanying regulations.
- Decide whether to request exemption or deferment of ADA requirements on grounds of undue financial or administrative burden.
- Bid for contracts to complete work on curbs necessary for compliance with ADA and accompanying regulations.

3.3 ADA Transition Plan Components

ADA Coordinator

The ADA Coordinator must be the single contact person to handle issues and investigate complaints for ADA compliance. The official responsible for implementation of the City of Bloomington's ADA Transition Plan in Public Rights-of-Way is:

Kevin Kothe, P.E.
City Engineer
115 East Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157
Telephone: (309) 434-2225
Email: kkothe@cityblm.org

Complaint Process

The City has a formal complaint process, as required under Title II of ADA. Under the procedure, Public Works evaluates all requests and complaints, documents them and documents responses.

Persons with disabilities who require curb ramps -- and any other concerned persons -- are encouraged to contact the Public Works office directly at (309) 434-2225 to ensure that the specific needs of each individual are accurately understood and recorded. Written and e-mailed requests/complaints also are welcomed. The issue and specific locations are then entered into a log and the matter gets referred to the appropriate Engineering administrator for inspection and possible action. The Department of Public Works then coordinates any work and keeps a record of all formal responses to the complainant or requester.

Complaints may be received through a variety of communication methods:

Phone: Department of Public Works (309) 434-2225

Email: kkothe@cityblm.org

Mail: Department of Public Works
115 East Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157

Building Access Standards

ADA does not designate a specific code or standard for evaluating access to existing facilities. However, a federal agency called the United States Access Board created standards. For sidewalks, the City uses the agency's Public Right-of-Way Accessibility (PROWAG) guidelines. When the Sidewalk Master Plan refers to "ADA-compliant" ramps, it means these PROWAG specifications.

3.4 Identifying Barriers to Accessibility

The City of Bloomington has not updated its ADA Transition Plan since 1992, and state and federal requirements have changed. With enactment of this plan, the Public Works Department will formally undertake the gradual process of bringing every ramp into ADA compliance. It further is committed to installing ADA-complaint ramps at sidewalks where no ramp exists. (A copy of the curb ramps evaluation survey form is attached as Appendix D-2). In setting priorities for work on sidewalks and sidewalk curb ramps, the Public Works Department should consider the condition of the sidewalk and ramp but also the needs of specific people who use a given sidewalk. For example, if the City knows of a person with a disability who uses a specific sidewalk, that sidewalk's repair gains priority. It is one of four use-related priorities. Those priorities are:

- A. Presence of a disabled population or specific request from a disabled person or caretaker.
- B. Location adjacent to street resurfacing or street reconstruction. All ramps are brought into compliance immediately following the street project.

- C. High volume of pedestrian traffic, such as locations at or near schools and parks.
- D. Nearness to public buildings and business areas.
- E. Locations where sidewalks currently have no ramps.
- F. Locations where there are no sidewalks. New sidewalk construction will be accompanied by ADA-compliant ramp construction where applicable.

Ideally, all sidewalk curb ramps would have a standard width and incline. They also would have "detectable warnings." Detectable warnings on ramps are grading changes to the surface, often colored, to communicate through sight and feel that the sidewalk is about to transition into a street crosswalk; the warnings are especially important to pedestrians who are visually impaired. Meeting the ideal at every ramp will take considerable resources over years. Therefore, a good ramp may fall short of the ideal, but it gets lower priority than many other ramps locations and locations where no ramp exists. The Public Works Department should set priorities in this order:

- 1. Sidewalks known to be used by persons with disabilities.
- 2. Ramps at intersections where roads are being resurfaced or reconstructed. Under ADA, ramps in these construction areas must be brought to current standards.
- 3. Intersections without any access ramps.
- 4. Access ramps without detectable warnings.
- 5. Existing ramps that fall short of optimal safety because of deterioration, excessive slopes, and/or abrupt changes in the surface elevation.
- 6. Ramps that are generally safe and in good condition but do not fully comply with construction standards.

In making ratings, user information and ramp condition -- or lack of a ramp -- will be collated. For example, a sidewalk with no ramp or a ramp without a detectable warning and in use by a person with disability receives the highest priority.

Figure 1 is the table that Engineering Division should use to evaluate every wheelchair access ramp.

Figure 1: Ramp Priority System

Conditions		Presence of disabled population/special request	High pedestrian volume	Near public buildings and businesses
	No ramps or no detectable warnings	A - 1	B - 1	C - 1
	Ramps at streets undergoing resurfacing or reconstruction	A-2	B-2	C-2
	Ramps deemed below safety threshold	A - 3	B - 3	C - 3
	Safe, but non-ADA compliant	A - 4	B - 4	C - 4
	Ramps are ADA compliant	A - 5	B - 5	C - 5

- Quadrants rated A1, B1, A2, B-2, C-2, A-3 and B3 are the highest priorities. The second row contains high rating because failure to address ramps at a street undergoing resurfacing constitutes an ADA violation. Color coded red.
- Quadrants rated A-4, B-4, C-1, and C-3 are medium priorities. Color coded orange.
- Quadrant C-4 is a low priority. Safe but non-compliant ramps should wait unless they are adjacent to a street that is being resurfaced. Color coded yellow.
- Ramps are in good condition and ADA-compliant. Color coded green.

3.5 Ramp Inventory

Bloomington entered the 2014 construction year with the following inventory of ramps.

Total sidewalk ramps	Ramps that comply with ADA	Ramps that do not comply with ADA	Locations with no ramps
6,755	1,310	5,445	1,370

Rapid Progress: The City brought about 300 ramps into compliance during the 2013-14 Fiscal Year, and budgeted for another 600 ramps for 2014-15. It will enter the 2015-2016 fiscal year needing about 6,215 new and upgraded ramps, combined, to meet full ADA compliance. The cost in 2014 dollars is \$7,458,000. The final inventory after the construction year may change slightly but projections call for the City to enter the 2015-16 fiscal year with the following unmet need:

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

Nonetheless, the two years of progress is remarkable, and it ties directly to the City Administration's and City Council's emphasis on improving streets. Each street improvement must be accompanied by upgrade of the adjacent sidewalk ramps, or construction of new ramps.

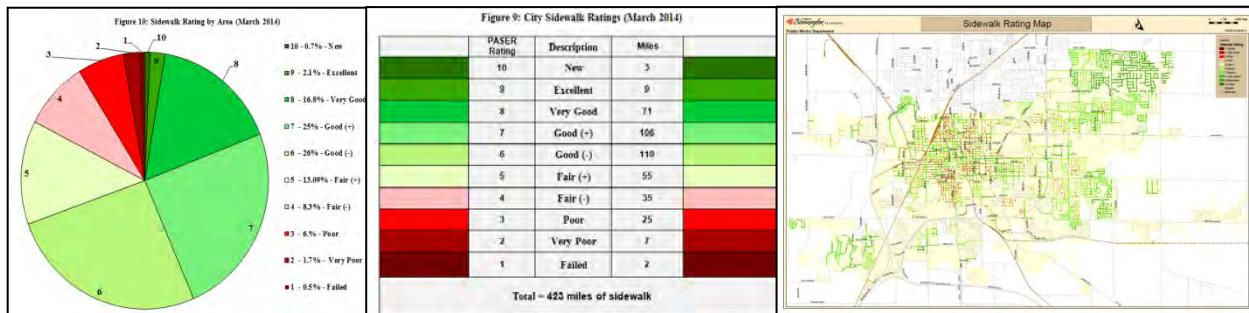
3.6 Strategy to Fix Ramps

Given limits of resources, the most prudent course for the City is to continue its existing strategy in which most ramp work in Bloomington is undertaken in conjunction with and just after street resurfacing. This is sensible because the resurfacing work changes the height of the street. ADA compliance, in part, requires a maximum rise of 1 inch of angular sloping per foot, from the sidewalk to the edge of the street, with a smooth transition from ramp to street intersection. A resurfacing can take a ramp out of compliance in regard to angle of the ramp and its connection to the street. By law ADA ramp compliance must be met when a road is resurfaced.

The City also undertakes ramp work when made aware of a ramp problem, primarily in locations known to be used by persons with disabilities. The Action Plan budget sets aside money for such circumstances under the line item "report-driven repairs."

3.7 Changing ADA Requirements

The Illinois Department of Transportation guidelines and the ADA guidelines have changed since the City of Bloomington last updated the right-of-way portion of its ADA Transition Plan in 1992. Currently, Bloomington has 8 types of curb ramps, which will be described in the following section. Evolving detectable warnings standards and the change in the minimum width of sidewalks are two examples of changing requirements. Bloomington has Type A and Type B ramps, which were accepted under the old guidelines by the Illinois Department of Transportation. However, IDOT changed its curb ramps requirements in 2012.



4.0 QUALITY AND COMPOSITION OF SIDEWALKS

As of March 2014, the City had 423 miles of sidewalks and 6,755 sidewalk wheelchair ramps as documented in the Sidewalks/Ramp layer of the City's Geographic Information Systems (GIS) database.

4.1 Sidewalk Composition

Bloomington's sidewalks are diverse in terms of type, size and age. Although most sidewalks are concrete, asphalt and brick sidewalks remain in the system. **Figure 2** shows totals in feet and miles of each type of material in the City's sidewalk system as of March 2014.

Figure 2: Length of Sidewalks by Material

Type of Material	Length (lineal feet)	Miles
Concrete	2,227,156	422
Asphalt	988	0.19
Brick	4,664	0.88

Width: Typically, sidewalks are four to five feet wide, although a small percentage of City sidewalks have other widths. Sidewalks abutting the curb, with no parkway between the street and the sidewalk, must be six feet wide. Downtown sidewalks run from curb to building.

Thickness: City Code requires all residential sidewalks to be a minimum of four inches thick, except at driveways, where they must be at least six inches thick. All sidewalks along commercial, manufacturing and industrial properties must be six inches thick.

Reinforcement: The City uses steel bars – half-inch rebar – to reinforce sidewalks in certain places. Those spots include entrances of apartment complexes, where heavy trucks enter and exit, and above private sewer and water services when there is visual evidence that the ground is settling above the services.

Portland Cement Concrete (PCC): The City of Bloomington generally should not allow City sidewalks to be replaced by custom concrete. The Public Works Director may consider an exception for a compelling reason. Custom concrete creates a slicker and less durable surface than Portland Cement Concrete. Furthermore, it could be difficult matching the

color of custom concrete on future replacement projects. Bloomington currently allows only standard Portland Cement Concrete (PCC) broom finish to be used whenever any City sidewalks are replaced because of its durability and because the broom finish creates more traction to the surface. Use of other types of sidewalk surfaces, however, may be considered, especially when addressing issues such as tree preservation.

Figure 3 displays pros, cons and estimated life cycle of concrete, asphalt and brick sidewalks.

Figure 3: Sidewalks Surface Material Types

Type of Surface	Estimated Life Cycle	Advantages	Disadvantages
Concrete	20-40 years (depends on variables such as weather, subgrade, quality of construction).	➤ Safe (non-skid surface). ➤ Less maintenance. ➤ Reflects more light than asphalt because of the lighter surface. ➤ Harder surface.	➤ More initial cost. ➤ Not reusable. ➤ Salt can impact the lifespan.
Asphalt	10-20 years (depends on variables such as weather, subgrade, quality of construction).	➤ Less initial cost. ➤ Thinner than concrete. ➤ Easily paved, shaped, and repaired. ➤ Recyclable material. ➤ Salt resistance. ➤ Fast snow & ice melting because of the darker surface.	➤ More prone to damage during snow removal. ➤ Normally requires more maintenance than concrete and brick. ➤ Shorter life-cycle. ➤ Surface becomes soft in extreme heat.
Brick	40+ years (depends on variables, such as weather, subgrade, quality of construction).	➤ Recyclable. ➤ Low maintenance. ➤ Visually appealing.	➤ Very expensive (initial and repair cost). ➤ ADA compliance issues. ➤ Provides little traction when wet. ➤ Easily becomes uneven or loose due to tree roots. ➤ Color of bricks will fade over time. ➤ Grass and weeds grow through cracks, sometimes to the point of obscuring the sidewalk.

4.2 Sidewalks Defects

Four main problems are considered when identifying sidewalk defects: vertical displacement, sloping, cracking and spalling. **Figure 4** identifies the main issues and common causes of defects.

Figure 4: Sidewalk Defects

Type of Problem	Definition	Sidewalks Examples	Common Causes
Vertical displacement	The shifting in the land causing an unevenness of pavement between sidewalk panels.		➤ Roots growing underneath the sidewalks. ➤ Tree trunk flare encroaching on the sidewalk. ➤ Ground is not compacted correctly. ➤ Movement in the ground. ➤ Concrete expands when liquid freezes, causing a shift in panel positioning.
Sloping	The abrupt change in the slope of the whole sidewalk panel.		➤ Roots growing underneath the sidewalks. ➤ Ground is not compacted correctly.
Cracking	A separation of the sidewalk pavement caused by cracks forming in the concrete.		➤ Extreme temperatures causing the concrete to buckle. ➤ Soil underneath is not sufficiently compacted during installment. ➤ Heavy traffic on insufficiently supported concrete. ➤ Erosion of the concrete. ➤ Growth of tree root underneath or close to sidewalk structure.
Spalling/scaling	The flaking away of the hardening concrete.		➤ Cheap/weak concrete mix. ➤ Poor techniques in pouring and finishing. ➤ Foreign substances are accidentally in the mix. ➤ Gradual destruction of material by a chemical reaction. ➤ Exposure to high temperatures.

According to a 2012 Public Works survey, tree location and tree root growth account for much of the sidewalk deterioration. In 2012, fifty-four places with a sidewalk rating 6 or lower were randomly selected within Bloomington. **Figure 5** shows the results.

Figure 5: Causes of Sidewalk Defects

Defect Cause	Total	Percentage
Trees	29	54%
Cracking and/or Spalling	6	11%
Private Sewer Services	4	7%
Failed Subgrade	14	26%
Grass Overtaken	1	2%

Repair Techniques

In preparing the Master Plan, the Public Works Department investigated an array of repair options. It concludes that limited methods should be used. Repair techniques such as mud jacking, asphalt patching and grinding should be avoided for the reasons charted below. These techniques are relatively inexpensive and allow quicker response time. However, these methods do not remedy the problem for the long term and often times do not comply with Americans with Disabilities Act guidelines.

Saw cutting of sidewalks can be effective at times. Tree root cutting can also be used under certain circumstances.

Prevention Techniques

The Master Plan strongly advocates for prevention techniques, designed to avert tree-sidewalk conflicts, when installing new concrete panels and planting new trees. Section 5 of the Plan examines tree-sidewalk issues, including prevention.

Figure 6: Repair Techniques

Repair Method	Process	Cost	Longevity	Pros	Cons
Mud jacking/ Slab Jacking	Injecting a concrete/slurry mix into core drill hole to level the sidewalk panels. Mainly fixes vertical displacement and trip hazards.	Depends on the area and thickness of the zone being mud jacked and costs less than replacing the panel. Estimated at \$11 to \$14 per linear foot.	Staff members observed examples in which displacement problems returned within a year or two.	Less disruptive to the landscape, less time-consuming and relatively inexpensive.	Mud-jacked panel may settle back over time. Cracks already present tend to open up when the slab is treated Not effective on sidewalks upheaved by tree roots. May not be cost-effective on smaller projects.
Grinding	Grinding down the concrete to reduce the elevation between sidewalk panels. Mainly fixes vertical displacement and trip hazards.	Requires regular replacement of the grinding teeth. Can be done by existing Public Works staff.	Estimated longevity is approximately one year, but depends on many variables (weather, traffic volume, etc.).	Eliminates the trip hazard. Minor grinding is cost effective. Simple repair technique.	Temporary repair which leaves gnarled finish. Technique not recommended for any vertical displacement over one inch.
Asphalt Patching & Wedge	Using asphalt to fill in cracks. Mainly fixes severely spalled or crack sidewalks.	\$108 per ton.	Will give more time and financial flexibility to eventually remove and replace the sidewalk.	Initial and replacement cost is cheaper than concrete. Quicker response time. Recyclable material.	Aesthetically displeasing. Considered temporary repair. Rarely corrects the problem.

Repair Techniques (Continued)

Repair Method	Process	Cost	Longevity	Pros	Cons
Root cutting	Pruning the tree root. Mainly avoids future damage caused by tree roots that already have done damage.	Cost of personnel and materials for the City's Forestry Division.	Tree roots will continue to regenerate and may need to be cut again.	Cost- effective. Not time-consuming	The tree roots grow back It can damage the strength, stability and health of the tree.
Root Barriers	Using a fabric sheet placed around the tree or along sidewalk. 3 types of barriers redirect root development.	Cost depends on material selected. Recommended: Landscape fabrics because they allow moisture to pass through them while diverting root growth from infrastructure. \$18 per 50-foot role, 3 feet wide.	Should remain effective for 20 years, which is ample time for the tree root system to establish itself away from infrastructure.	Easy to use and apply. Requires minimal resources. Flexible. In well-drained soil, roots may remain at deeper depths longer.	Not useful for trees that are already established and, therefore, not a solution for existing tree-sidewalk conflicts.
Gravel Sub-base	Pouring a layer of gravel beneath the sidewalk panel.	3/8ths pea gravel is \$24 per ton Recycled concrete is an accepted material too.	Used to greatly extend life of a sidewalk. Sub-base should be required as part of a bid and is current City practice.	Air space prevents root growth due to lack of moisture. Roots tend to grow downward. Provides a buffer zone between the roots and the sidewalk panels.	Too much gravel could kill the tree. Problems occur if compacted too tightly. Only helps to prolong the life of sidewalks.
Saw cutting	Cutting a wedge of up to 2 inches out of the edge of one sidewalk panel to make it align with the adjacent panel.	\$3.60 per inch foot.	Repair will last the life of the sidewalk in some cases.	Can bring sidewalk into ADA compliance. Cost effective.	Does not permanently solve a heaving problem caused by tree roots or tree trunk flare. Works best when addressing uneven construction in newer neighborhoods.

Mud jacking: After conducting research and reviewing jacking projects on private property, the Public Works staff concluded that mud-jacking is not a viable option for City sidewalks. Within a year, the employees noticed some of the panels associated with the projects were resettling, which continues to create the same problem of unevenness among the panels. Staff also is concerned that the concrete might



crack at the edge of some panels, while other panels are spreading farther apart from each other.

Grinding: Grinding has been done in-house. It leaves a gnarled appearance and serves as a temporary solution if the cause of panel displacement is not addressed. The City was disappointed with results and ended the practice.

Asphalt wedging: Asphalt wedging delays inevitable panel replacement and looks unappealing. It, too, is not recommended.

Root cutting, root barriers: Tree-sidewalk conflicts and remedies are discussed in Section 5.

Saw cutting: Saw cutting has been used with success and should be continued. In early 2013, the City of Bloomington conducted a pilot program on Kingsbury Court in an effort to eliminate trip hazards by concrete cutting. The photo on the right is an example of a completed concrete cut. The City contracted with Safe Sidewalks Company to perform approximately 53 cuts along Kingsbury Court. The City spent \$2,730 using the Safe Sidewalks Company and the pilot program has brought a savings of \$3,900.



Safe Step reduces and eliminates vertical displacements by slicing off wedges of sidewalk. The City used the method on a limited basis in 2013-14 and 2014-15. Public Works should continue or increase its use of the method, in which up to 2 inches of sidewalk is shaved off. The process is most effective in newer neighborhoods. It is especially useful in adjusting a sidewalk and removing displacement at the point where the work of two contractors, who laid sidewalk at separate times, joins together. In such cases, the sidewalk becomes ADA compliant and free of trip hazards for the foreseeable future because the work corrects a construction irregularity as opposed to, for example, a conflict with tree roots. A saw cut to align two panels costs approximately \$75. Replacing the two panels would cost approximately \$320.

As a response to tree root conflict, the sawing technique presents a temporary remedy to sidewalk replacement in cases involving minor sidewalk heaving. Public Works does not believe it will solve most tree-sidewalk issues because it does not address the causal problem of root conflict.

Other methods: The City should be open to other methods but should exercise caution. For example:

- Internet searches on **rubber sidewalks** produce an abundance of material, but virtually all of it comes from the manufacturers and media reports on experiments. In the end, we believe it to be an expensive process with debatable overall value. It is not recommended for use in Bloomington at this time.
- Use of **concrete-colored asphalt to bridge tree roots** provides a cost-effective method to repair sidewalk while preserving parkway trees. It appears promising and worth further research. The coloring reduces the unappealing look of asphalt sidewalk.

- Quality research suggests using **tree grates**. However, Bloomington has found tree grates to be collector spots for cigarette butts and other debris, especially in Downtown. The staff's plan for Downtown calls for removal of all tree grates.
- Use of **rebar reinforcement** for concrete panels next to trees has been discussed within the Public Works Department. The rebar may be able to overcome the force of tree roots. The City intends to test the process starting in 2014. Rebar adds \$1 per square foot to the cost of the sidewalk. A typical reinforced sidewalk panel will cost about \$180 instead of \$155.

4.3 Sidewalk Rating System

Pavement Surface Evaluation and Rating System

When analyzing sidewalk conditions, the City of Bloomington uses a rating system based on the PASER system to rate the surface and/or visual defects of the sidewalks. PASER is an acronym for Pavement Surface Evaluation and Rating system. The system uses a scale of 1 to 10. A rating of 1 means pavement is in a failed condition or the sidewalk is impassible, and a 10 rating means pavement is new and excellent. **Figure 7** shows the condition of the City's sidewalks using the rating system and counting work under contract for the 2014-15 fiscal year.

Figure 7: City Sidewalk Ratings (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 sidewalk				

The City of Bloomington has 423 miles of sidewalks, and the City's GIS system has recorded the rating of every parcel. While the resulting PDF map does not reproduce well in

document format, the map gives a snapshot overview of ratings by location. The following section of enlarged map shows all sections of sidewalk with lower ratings. All sidewalks with pink, red and maroon color coding are in need of some degree of improvement.

Figure 8: PASER Ratings by Location

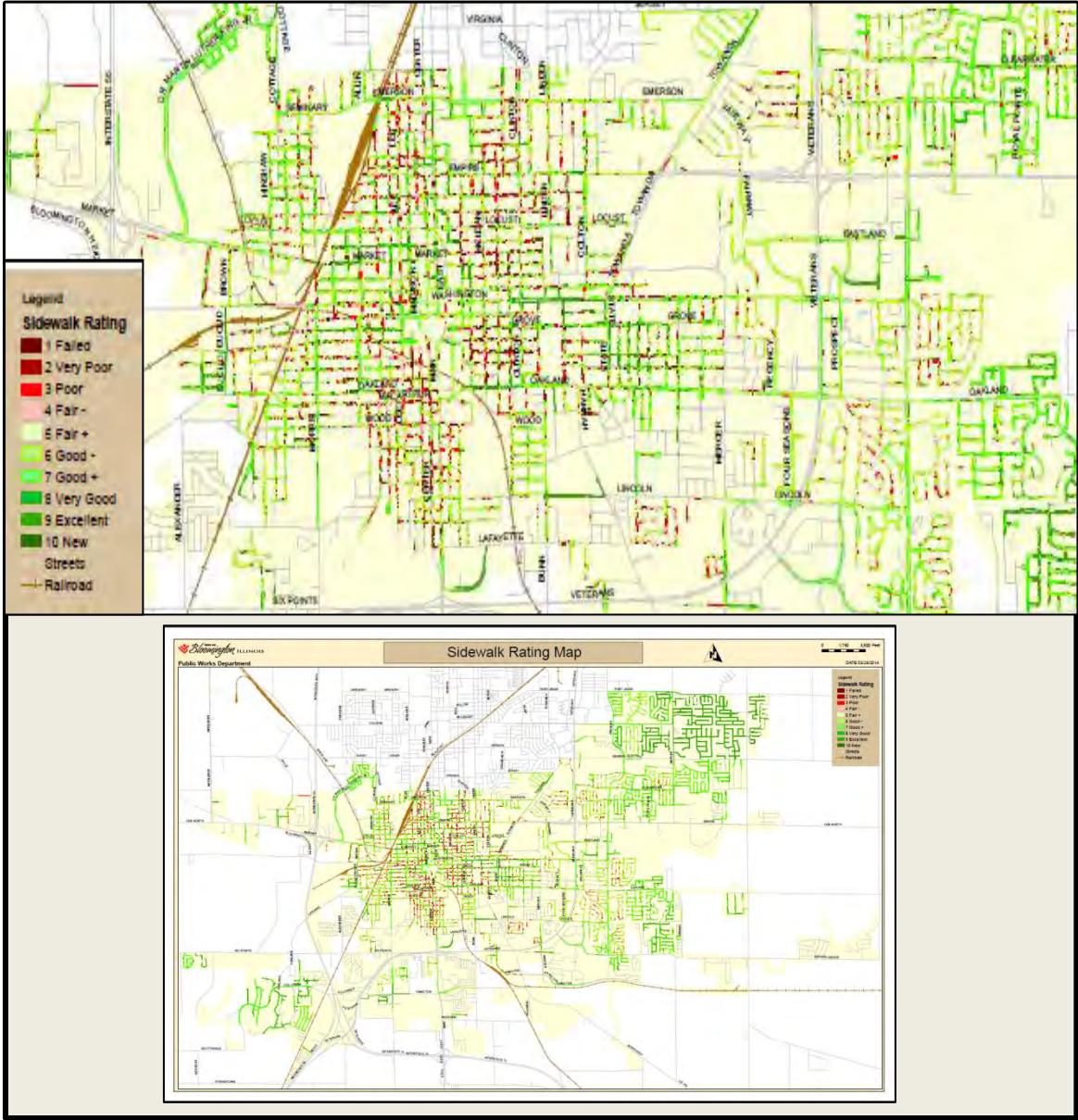


Figure 9 gives the percentage of the overall sidewalk system for each of the 10 categories of the rating system.

Figure 9: Sidewalk Rating by Percentage (2015)

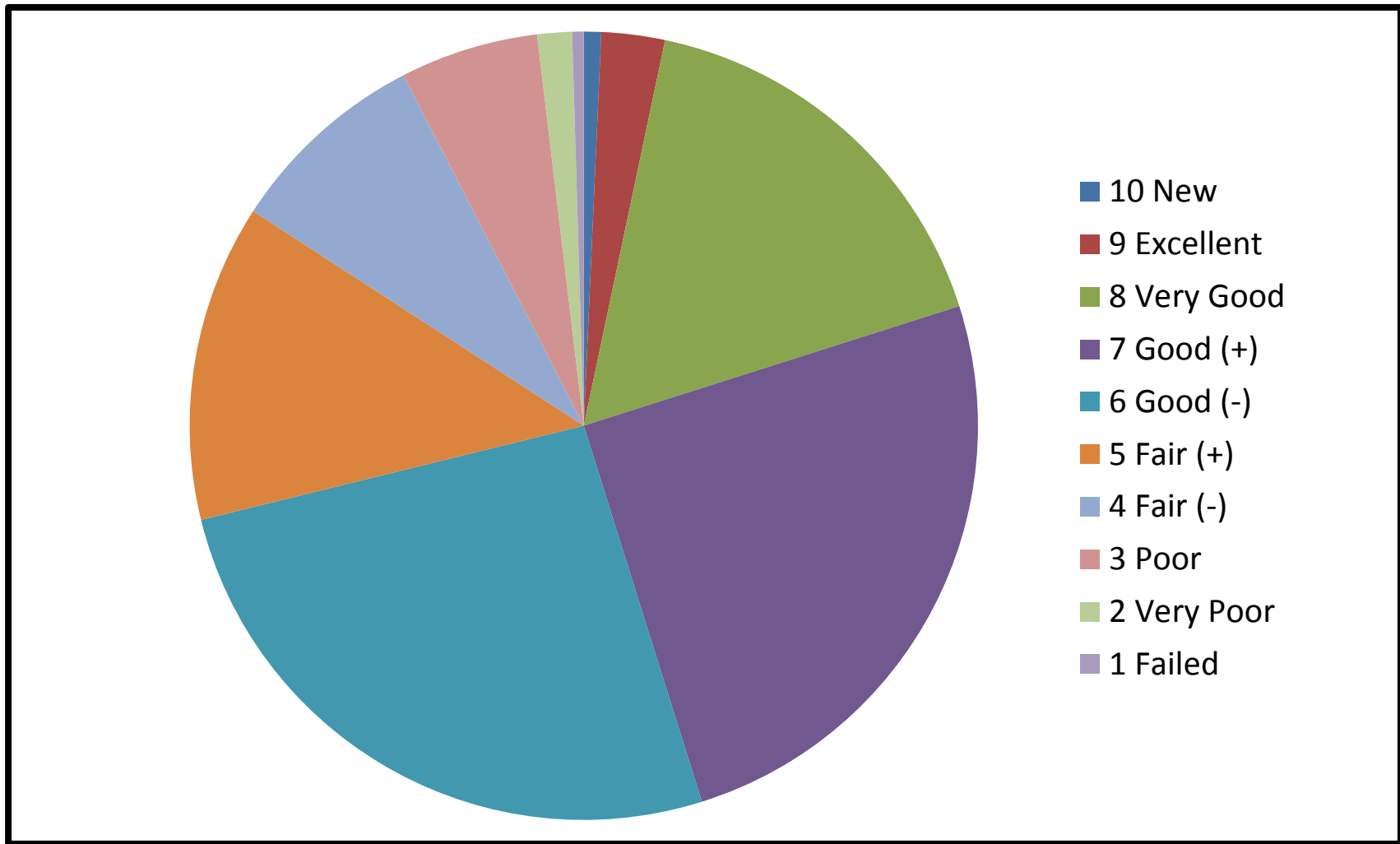
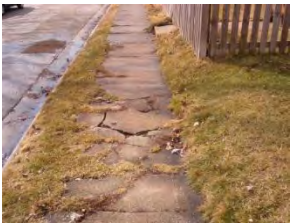


Figure 10 illustrates the visual distress, functionality and aesthetic characteristic for each rating category.

Figure 10: Rating System

Surface Rating	Visible Distress	Ratings Examples	Functionality & Aesthetics
10 New	✓ None		✓ Brand new
9 Excellent	✓ Some weathering in the color.		✓ 1 to 2 years old.
8 Very Good	✓ Less than 25% of the sidewalk panels cracking or spalling. ✓ No tripping hazards.		✓ Minor defects caused by weathering. ✓ Still looks acceptable.
7 Good (+)	✓ Over 25% of the sidewalk has minimal spalling. ✓ 25% to 50% shows minimal cracking along the parcel. ✓ Less than 25% of the sidewalk has minimal sloping.		✓ Weathering and minor defects are becoming visible. ✓ Still functional.
6 Good (-)	✓ Moderate spalling beginning to be visible. ✓ Minimal cracking is visible in over 50% of the parcel. ✓ Minimal vertical displacement in fewer than 25% of the parcel.		✓ Minor defects. ✓ Functionality and aesthetics are slightly lowered. ✓ Still acceptable.

Rating System (continued)

	Rating	Visible Distress	Ratings Examples	Functionality & Aesthetics	
	5 Fair (+)	✓ Minimal displacement is visible in over 50% of the parcel. ✓ Slight overgrowth between the cracks. ✓ Less than 25% of the panel has moderate cracking. ✓ Over 50% of the parcel has moderate spalling.		✓ Might be a hindrance to some pedestrians, but functionality acceptable to most.	
	4 Fair (-)	✓ Less than 50% of the parcel has severe spalling. ✓ Less than 50% of the sidewalk has moderate cracking. ✓ Minimal vertical displacement is under 25% of the parcel.		✓ Still usable by most. ✓ Not easily navigated by runners, stroller users and wheelchair users. ✓ Lacking aesthetic appeal.	
	3 Poor	✓ Severe spalling and moderate cracking is evident in 50% of the sidewalk. ✓ Over 25% of the sidewalk has moderate sloping. ✓ Between 25% and 50% of the sidewalk has moderate displacement.		✓ Functionality is almost gone. ✓ Negative aesthetics.	
	2 Very Poor	✓ Over 50% of the sidewalk displays moderate vertical displacement. ✓ Up to 50% of the sidewalk has severe cracking, sloping, and vertical displacement.		✓ Not functional. ✓ Panels need replacing.	
	1 Failed	✓ Complete loss of concrete. ✓ Over 50% of the sidewalk has severe cracking, sloping, or displacement.		✓ Sidewalk is impassable. ✓ Needs to be replaced.	

4.4 Sidewalk Rating Table

Bloomington uses the PASER rating table matrix (**Figure 11**) to determine priorities. The table uses a 1 to 10 rating system, discussed in the previous section, to evaluate vertical displacement, sloping, cracking, and spalling/scaling. The City should continue using this system.

1. The City identifies a highest priority for sidewalk defects as vertical displacement because of tripping danger. For displacement to be deemed a serious issue, it should have occurred along at least 25 percent of the overall sidewalk parcel. The sidewalk parcel is defined as the section of the sidewalk in front of a property.
2. The next deficiency priority is sloping. To qualify as a repair priority, moderate sloping should be visible along 50 percent of the parcel or along 25 percent if the sloping is severe.
3. Cracking is the third priority for sidewalk deficiencies. For City's funds to pay for the repairs, moderate cracking should be visible along 50 percent of the parcel -- or 25 percent if the cracking is severe.
4. Spalling/scaling is the fourth priority.

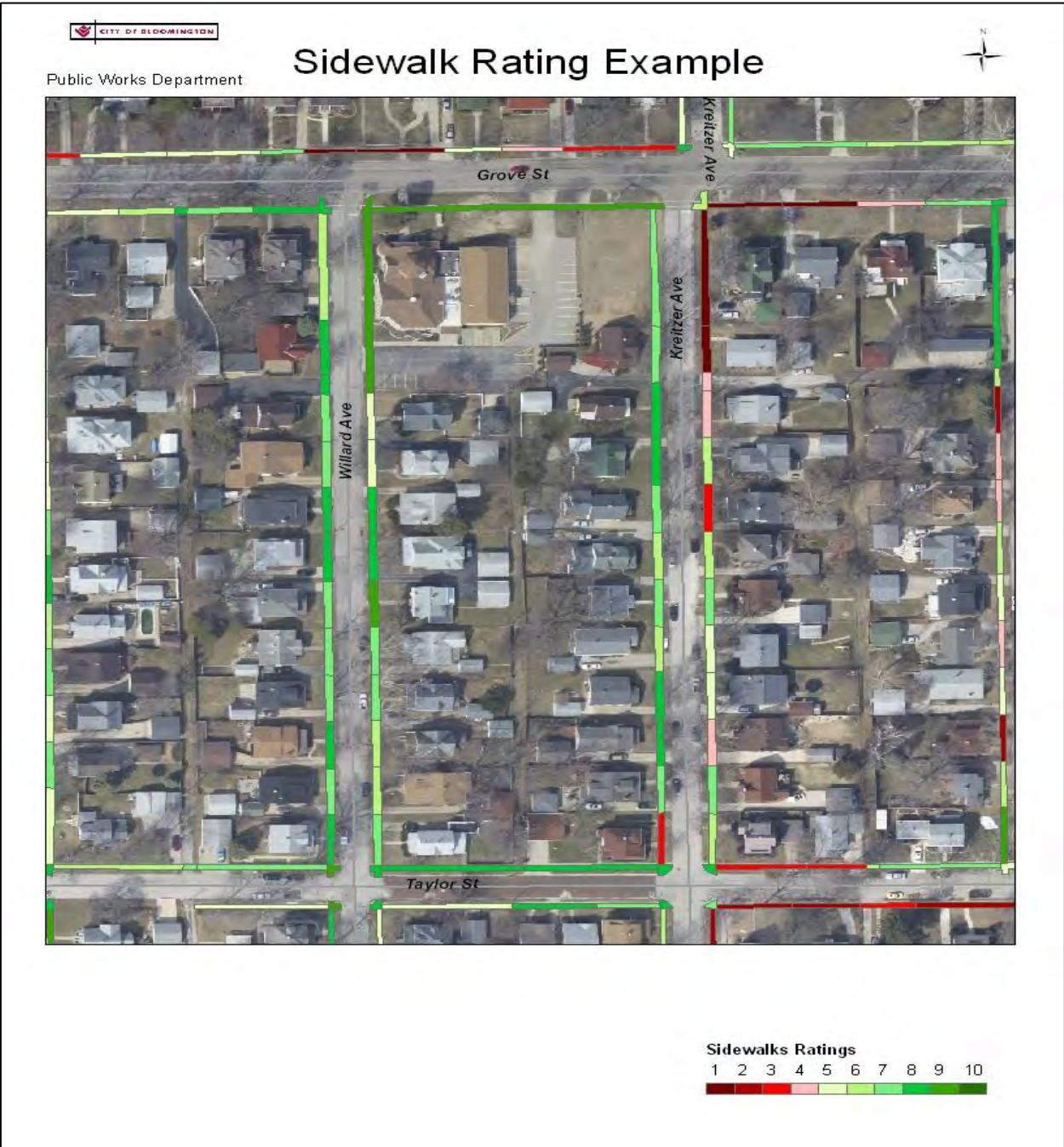
Figure 11: Sidewalk Rating Table Matrix

Percentage	Level of deficiencies	Spalling/Scaling	Cracking	Slope	Vertical Displacement
50-100	Severe	3	1	1	1
25-50	Severe	4	2	2	2
0-25	Severe	4	3	3	3
50-100	Moderate	5	2	2	2
25-50	Moderate	6	4	3	3
0-25	Moderate	6	5	4	4
50-100	Minimum	7	6	5	5
25-50	Minimum	7	7	6	5
0-25	Minimum	8	8	7	6

Rating System Map Example

Figure 12 is an example of a neighborhood map with sidewalk ratings. Sidewalks are rated by parcel. As previously explained, the entire length of a parcel usually does not need replacement or repair.

Figure 12: Sidewalk Rating Example



4.5 Sidewalk Rating System Illustrated

The following pages provide photographic examples of sidewalks, their ratings and the number of miles of sidewalk in the respective rating categories.

“10” New sidewalk 3 Miles



“9” Excellent 9 Miles



“8” Very Good 71 Miles



**“7”
Good+
106 Miles**



“6” Good- 110 Miles



“5” Fair+ 55 Miles



“4” Fair- 35 Miles



“3” Poor 25 Miles



“2” Very Poor 7 Miles



“1” Failed 2 Miles



4.6 Curb Ramps

A curb ramp is a section of sidewalk, typically on a slope, that connects a sidewalk to a roadway and provides pedestrians with a location to cross the street. The Americans with Disabilities Act has requirements on curb ramps for minimum width, maximum slopes, cross slopes, clear space and detectable warning signs.

As of March 2014 the City of Bloomington had eight different types of ramps within the City. The City has diamond pattern, plastic dome, concrete dome and ramps with no detectable warnings. The four designs are each divided into two different types (Type A or Type B). **Figure 13** shows the number of each type of ramp in Bloomington as of March 2014.

Figure 13: Bloomington Ramp Types

Ramps Types	Number of Ramps
Diamond Pattern (Type A) Ramps	3,792
Diamond Pattern (Type B) Ramps	472
Plastic Dome (Type A) Ramps	988
Plastic Dome (Type B) Ramps	128
Type A Ramps without detectable warnings	130
Type B Ramps without detectable warnings	474
Concrete Dome (Type A) Ramps	663
Concrete Dome (Type B) Ramps	108
Total	6,755

4.7 Ramps Classifications and Illustrations

Bloomington has installed a variety of ramp types through the years. Most of these ramps do not meet modern Americans with Disabilities Act standards. However, many of them are functional. Because City budgets are finite, Bloomington's strategy for meeting ADA has been – and should continue to be – gradual conversion of existing ramps to ADA-compliant ramps. Most of these conversions occur when the adjacent street is resurfaced. Ramp replacements also may be implemented based on a citizen request or when City staff becomes aware of its use by a person with a disability. A street-sidewalk intersection with no ramp also shares high priority.

The proper ramp

The modern, ADA-compliant ramp should have a ramp slope of a maximum one inch per foot rise, a cross slope with a maximum of 2 percent sloping, and a minimum 48 inches of accessible walking width. It also must contain a detectable warning strip with contrasting color, preferably brick red. The landing at the top must be level (maximum 2 percent slope in all directions). It must have smooth transition to the street and curbing to keep debris out of the ramp area.

The photograph below, from the Bissell-Koch intersection, shows ADA-compliant ramps. It costs about \$2,400 to install a section like this because there are two ramps at the intersection.



The following photographs show different types of ramps found within the City of Bloomington. Next to them are their Illinois Department of Transportation classifications. IDOT stopped using the classifications in 2012, but the labels remain useful in notating existing ramps.

1. **Detectable warning:** Criteria are in letter form. The ratings will either be “D,” “P,” “R,” “N,” or “C.”



D: Indicates the ramp is a diamond pattern with no raised surface. The diamond shapes are engraved into the concrete.



P: Indicates a plastic domed ramp. The color serves to warn pedestrians. These types of ramps are preferred in federal standards.



R: Means a ramp has no detectable warning.



C: Concrete dome ramp. Concrete domes are different than plastic dome because of the texture of the detectable warnings. The City no longer installs concrete dome ramps. It instead affixes a hard plastic pad to concrete sidewalk.



N: The sidewalk-curb connection has no ramp.

Classification: Type A and Type B. In analyzing sidewalks, the City followed the standard 424001-05 set by the Illinois Department of Transportation in classifying a ramp as Type A or Type B. (However, IDOT no longer uses the typing system.)



Type A: Ramps typically adjoin grassy areas, so curbs along the ramps themselves are necessary



Type B: Ramps have side flares instead of curbs and usually are surrounded by concrete.

4.8 Sidewalks in New Developments

City regulations require sidewalks to be constructed on both sides of a street in a new development unless a waiver has been granted. All new sidewalks must conform to current Americans with Disabilities Act standards. Sidewalks in a residential subdivision should have a minimum thickness of 4 inches in depth, with the exception of 6 inches of thickness required over driveways. This provision applies when a subdivision of the property occurs. New development without a subdivision of the property is exempt.

Problem with connectivity: City regulations perpetuate an ongoing problem with pedestrian connectivity in newer neighborhoods.

Sidewalk along a given parcel typically gets built once the adjacent residential construction is finished. Doing so protects the sidewalk from being damaged by heavy equipment during home construction. It also leaves sidewalk gaps in new subdivisions along undeveloped lots. The subdivision developer does not have to complete sidewalk gap construction for five years after the date of the Final Plat is filed or until 90 percent of the lots in the subdivision have been granted occupancy permits.

Potential revision: The City might consider requiring earlier completion of sidewalks in new neighborhoods. However, if companies must build sidewalks before building houses, they also might be required to make all sidewalks 6 inches thick so that sidewalks withstand the weight of construction equipment. The City Council should anticipate opposition to this proposal from the business community because it will increase cost to developers and home builders.



4.9 Carriage Walks

Carriage walks are the pathways in the public right of way connecting curbs to sidewalks. Carriage walks were constructed during a time when homes did not typically have a garage or fully utilize off-street parking. While some residents wish to keep them, the Public Works Department has been removing them and should continue to do so. A department policy is sound and should remain in force.



Structural issues: Carriage walks put structural pressure on the abutting curbs and sidewalks, especially during warm weather when materials expand. This can cause panels of the carriage walks and/or the sidewalks to buckle. A buckled sidewalk presents a tripping hazard and does not comply with the Americans with Disabilities Act. Curbs, too, get damaged. Sometimes chunks of curb dislodge. Sometimes, entire strips of curb pop out of place.

Pedestrian crossing: The safest place for a pedestrian to cross a street is an intersection. A carriage walk encourages people to cross in the middle of blocks. Motorists are not expecting pedestrians in the middle of the block, and they may not see the pedestrian coming out from behind a vehicle.

The policy: The City has crafted a policy to remove nearly all carriage walks. It calls for removal of carriage walks and allows property owners to replace the removed carriage walk in rare cases and only after accepting legal liability for the carriage walks. For logistical and financial reasons, carriage walk removal usually occurs during work on adjacent sidewalks, but removal may occur at any time. A property owner may replace a carriage walk if:

1. The property has no driveway or the owner provides some other justification for needing the carriage walk.
2. The property owner signs the hold harmless agreement, which includes written justification, to free the City of all liability.
3. The property owner agrees to assume all financial expenses.
4. The Public Works Director approves the exception and allows the carriage walk to be replaced.

The Public Works Director reserves the authority to make exceptions outside of the above, listed criteria. The Department policy cites historic significance of a neighborhood as one potential reason for an exception. The policy states:

"Historic areas: The Public Works Director will examine requests to keep carriage walks in historic districts on a case by case basis. The City may elect to allow repair/preservation of carriage walks by property owners for reasons of historical preservation."

4.10 Driveways and Driveway Approaches or Aprons

Driveways are the responsibility of the property owner. Concrete repairs beyond the sidewalk itself are the responsibility of the property owner.

4.11 Tree and Sidewalk Conflicts

Trees are a leading cause of sidewalk panel displacement and heaving. Because of the extent of issues involved, Part 5 of the Plan devotes itself to the issue of tree-sidewalk conflicts.



4.12 Brick Sidewalks

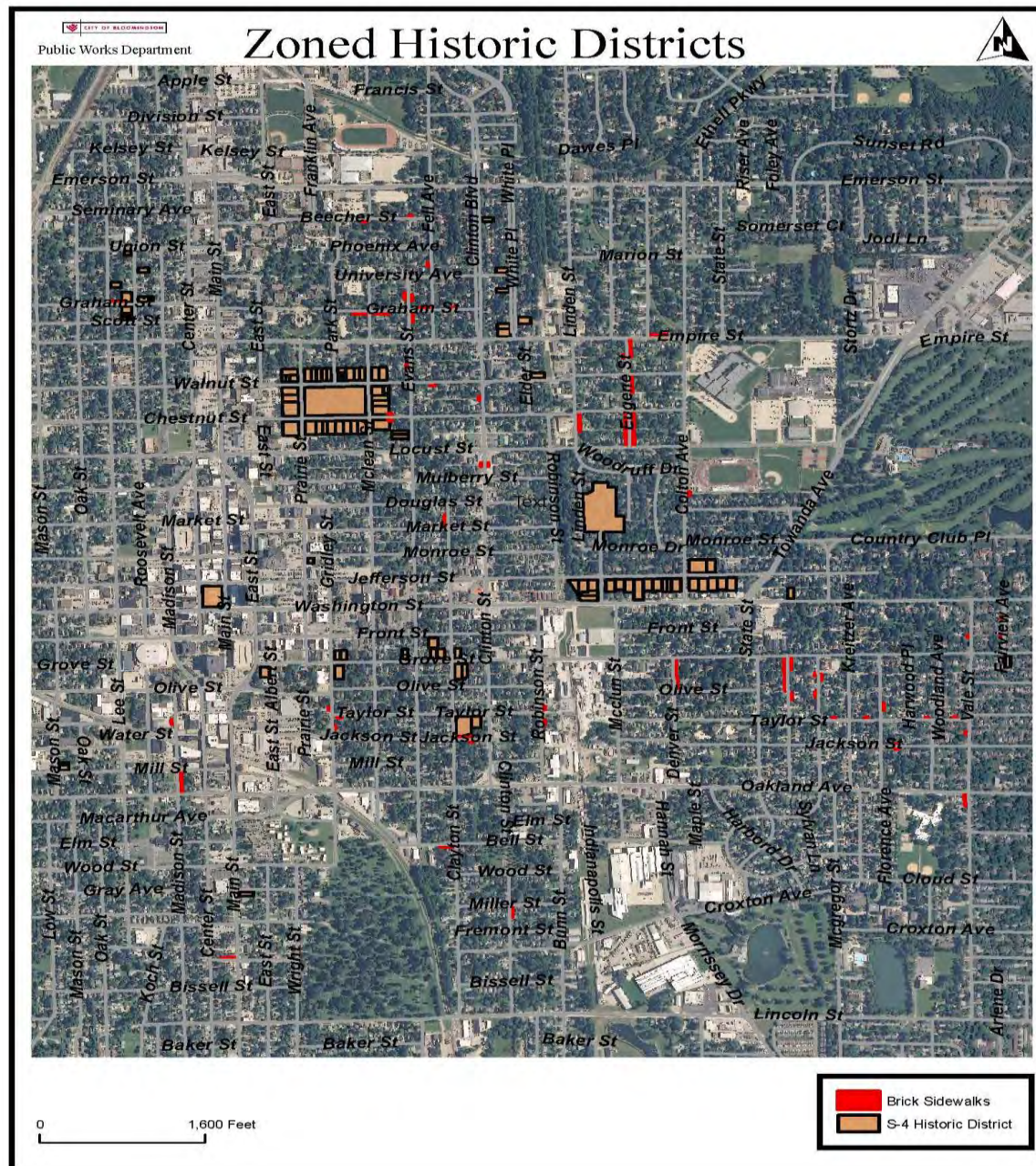
Bloomington has approximately one mile of brick sidewalks. While brick sidewalks have an aesthetic appeal, they are more expensive to install and often fall short of ADA standards. Existing brick walkways easily fall victim to vertical displacement, which violates accessibility standards. Further, these pathways become slippery in rain and snow, and repairs are labor intensive.

For these reasons, the City should replace brick with concrete when brick sidewalks fall into disrepair. The City also should attempt to accommodate property owners who wish to have brick sidewalk replaced with concrete walks ahead of the City's replacement timetable. Property owners may make formal request to the Public Works Director to have the replacement expedited under the 50/50 sidewalk replacement program. The program allows residents to enact sidewalk replacement sooner than would normally occur by paying half the cost of replacement. The 50/50 program is promoted on the City web site and through a yearly water bill insert.



Although there may be historical value in brick sidewalks, negative aspects of the walkways outweigh sentimental value. Also, as Figure 15 demonstrates, few of the brick sidewalks in Bloomington are located in historic areas of Bloomington.

Figure 14: Brick Sidewalks and Historic Districts or Areas





5.0 TREE-SIDEWALK CONFLICTS

The photo above illustrates an ongoing problem with trees in City parkways. The primary problem is that this particular tree long ago outgrew the parkway space allotted for it. The tree has damaged the curb and the sidewalk. Some time ago, an effort was undertaken to accommodate both the tree and pedestrians. An arc-shaped portion was carved out of a sidewalk replacement panel in order to wrap the sidewalk around the tree's trunk flare. The practice is called "hooking" the sidewalk. Now, the hooked panel has become displaced by the tree trunk flare and has created a significant tripping hazard, adding to the undesirable situation of having a tree trunk jutting into the walking path by hooking the sidewalk around the tree.

Trees are a valued piece of urban landscape. They cool homes and yards. They add visual texture. Their value and the value that residents place upon trees demand that tree-sidewalk conflicts be reviewed carefully – case-by-case, tree-by-tree. The City's organizational structure requires interdepartmental cooperation in achieving these reviews. Public Works through its Engineering Division provides the stronger expertise on infrastructure, while the Parks, Recreation & Cultural Arts Department through its Forestry Division provides the stronger expertise on trees. In a given case, there is room for competent disagreements. However, both departments should start at the same philosophical point: *The goal of the City of Bloomington should be to preserve parkway trees when possible, but not at any cost.* Sometimes trees should and must be removed. When a removal occurs, the site should be analyzed and, if site-feasible, the tree should be replaced by the City with a new tree of appropriate species. The adjacent property owner should be consulted, if possible, on preference among approved species. The

City should plant a new parkway tree and root barriers to prevent future conflict with infrastructure. The property owner should not be charged for the replacement of a parkway tree.

Replacement trees should be appropriate for the planting site. Not only are roots a concern, but also the tree canopy. Trees with low hanging branches encroaching over the roadway interfere with garbage and recycle collection as well as moving vans and other large vehicles. Overhanging branches can be damaged by these vehicles as well as causing damage to the trucks and trailers. Replacement trees also should be sited to avoid encroachment into sewer laterals and power lines.

Conflicts: The interests of trees and manmade infrastructure often collide, but the City need not decisively choose one over the other. Techniques developed by arborists and by engineers have helped create a peaceful coexistence in many cases. This section of the Sidewalk Master Plan will explore some of those methods and will encourage the City to be creative when approaching tree-sidewalk conflicts. Overwhelmingly, staff turned to tree specialists during research, and they are leading a movement to address these tree-sidewalk conflicts in ways that save many – but not all – street trees.

Legal rights: Under City ordinance, the City has the right to plant, trim, spray and preserve any tree on City property to ensure public safety or maintain the health of the tree. It also has the authority to remove trees on the public right of way. In certain cases, it has authority to remove trees on private property. Trees within the public right-of-way that are determined to be detrimental to sidewalks and curbs or determined to be unhealthy may be removed by the City of Bloomington at no expense to the property owner. Forestry carries out this function.

Liability: In some instances, failure to properly correct a sidewalk-tree problem can expose the City to successful legal claims from injuries. The Engineering Division must continue to monitor proper sidewalk installation, repair and maintenance and to respond quickly to complaints and requests for correction to unsafe sidewalk conditions.

Trees on private property: The City prefers to not involve itself in landscaping issues on private property but it can step in to protect public infrastructure. It does so under the following ordinance:

Chapter 38 : Section 2 : Streets for Public Use.

The street, avenues, alleys, and sidewalks in the City shall be kept free and clear of all encumbrances and encroachments for the use of the public, and they shall not be used or occupied in any other way than is herein provided in this chapter.

If a tree on private property is creating damage to a sidewalk, an encroachment has occurred. The City may notify the owner in writing and demand that the tree be removed at the owner's expense.

5.1 Prevention

With proper planning, conflicts between infrastructure and trees can be reduced. The City should ensure that parkways are wide enough to accommodate selected trees prior to new plantings, and it should continue to mandate that only certain species be planted along the parkway. It has this regulatory right because parkways are on City right-of-way.

Additionally, root barriers should be installed alongside newly planted trees to protect the sidewalk and curb from future root damage.

5.2 Preferred and Prohibited Tree Species

Parks & Rec serves a vital role in producing the lists of approved and prohibited species and circulating those lists to residents. Parks also issues planting permits to individuals who want to plant trees in parkways and removal permits to those wishing to remove a tree from a parkway. The lists of preferred and prohibited species are charted below.

Figure 15: Bloomington's Preferable Street Tree List

Preferable Streets Trees (as of June 2014)		
✓ Red Maple	✓ Red Oak	✓ Swamp White Oak
✓ Chinquapin Oak	✓ Sugar Maple	✓ Norway Maple
✓ Hedge Maple	✓ Hornbeam	✓ American Chestnut
✓ Hackberry	✓ Hawthorn (Thorn less)	✓ Beech
✓ Ginkgo (Male)	✓ Honey Locust	✓ Kentucky Coffeetree
✓ Tuliptree	✓ Crabapple (Fruitless)	✓ Ironwood (Hornbeam)
✓ Canada Red Chokecherry	✓ Japanese Tree Lilac	✓ Bald Cypress
✓ Linden	✓ Elm	

Figure 16: Prohibited Street Trees

Prohibited Species of Street Trees (as of June 2014)		
Abies species (Firs)	Abies species (Firs)	Abies species (Firs)
Acer saccharinum (Silver Maple)	Acer saccharinum (Silver Maple)	Acer saccharinum (Silver Maple)
Alnus (Alder)	Alnus (Alder)	Alnus (Alder)
Catalpa speciosa (Catalpa)	Catalpa speciosa (Catalpa)	Catalpa speciosa (Catalpa)
Franxinuss species (Ash)	Franxinuss species (Ash)	Franxinuss species (Ash)
Juniperus species (Junipers)	Juniperus species (Junipers)	Juniperus species (Junipers)
Morus species (Mulberry)	Morus species (Mulberry)	Morus species (Mulberry)
Pinus species (Pines)	Pinus species (Pines)	Pinus species (Pines)
Populus species (Populars)	Populus species (Populars)	Populus species (Populars)

5.3 Trees and Root Barriers

Root barriers have been proven effective in directing root growth away from infrastructure. They should be installed along infrastructure at the time a tree gets planted. Plans and procedure should be established by Parks to install root barriers between a curb and a tree and between a sidewalk and a tree at the time a new tree is planted on the parkway. There are several types of root barriers: Concrete, plastic, wooden, aggregate and fabric.

Barrier selection: In preparing the Sidewalk Master Plan, Public Works employees read work of and talked by telephone with Dr. E. Thomas Smiley, Ph.D., an arboricultural researcher for the Bartlett Tree Research Laboratory in Charlotte, NC, and an adjunct professor of Urban Forestry at Clemson University. Dr. Smiley has overseen tests of various barrier types and said he concludes that all the standard barrier materials rate about equally in performance. For that

reason, he recommended the lowest-cost barrier: Landscape fabric. The barriers could cost as little as \$20 for a 50-foot section. Members of the Parks Department staff would be qualified to install barriers.

Barrier installation: Dr. Smiley recommends burying two rows of landscape fabric horizontally – one along the curb side and one along the sidewalk side of the tree. Fabric should extend a minimum of three feet past either side of the trunk.

Depth: Another specialist interviewed for the Master Plan, Leonard Dunn, makes this recommendation: Install the barriers to at least a foot of depth on the sidewalk side of the tree but install the barrier to at least 18 inches on the curb side. Tree roots grow between the interfaces of various construction materials – between concrete and a sub-base, for example. The curb side has more layers and interfaces, and the barrier should be deeper, Dunn said.

5.4 Trees and Gravel Sub-base

Dr. Edward F. Gilman, Ph.D., was interviewed by telephone on April 11, 2014. He runs an extensive website called “Landscape Plants,” and has written and co-written numerous books. He is a researcher and a professor for the University of Florida Environmental Horticulture Department. In addition to using root barriers, he said, use of a gravel sub-base is useful in the process of protecting sidewalks from tree roots.

He recommends a 6-inch thick washed gravel sub-base. According to research, he said, the gravel will dissuade root growth. The root will grow under the gravel and then grow upward toward the surface after crossing it, creating a U-shaped root.

Enacting this recommendation would require updating City requirements, including its Manual of Practice for new construction. City government should at least consider doing so as a way to prolong the life of sidewalks.

5.5 Process to Address Existing Tree-Infrastructure Conflicts

Initiating: A City engineering technician usually is the first one to assess a tree-infrastructure issue, most often in the course of assessing a sidewalk, and he usually will be the first one to initiate a decision. However, any member of the Public Works and Parks staffs can be the initiator. At Public Works, concerns and ideas should be channeled to the Engineering Division. At Parks, concerns and ideas should be channeled to the Forestry Division.

Designees from the respective departments should have conversations. They need not be overly formal or bureaucratic. In Engineering, this person usually will be the engineering technician assigned to sidewalks.

Often, the discussion is initiated by an Engineering Division technician who believes a tree must be removed to protect infrastructure or to enact permanent repair to a sidewalk, curb or both.

Initial Decisions: The designees from Engineering and Forestry should jointly decide what action should be taken. That action might include removal of the tree or root pruning. It may entail a method of sidewalk construction, replacement and repair that falls outside standard construction practice. Both persons should be mindful of the goal to save trees when possible, but not at any cost. The designees should inform and receive approval from their respective supervisors.

Settling a disagreement: In the event of a disagreement between the designees, the directors of the two departments should attempt to resolve the disagreement. If they cannot, they should take the matter to the Assistant City Manager for a decision.

Tree replacement: In the event of tree removal, a replacement tree should be planted nearby if possible, and root barriers should be used in the process.

Role of the property owner: The property owner should be contacted in the event that a tree in a parkway next to his/her property is proposed for removal. The property owner should be allowed to decide upon a replacement tree, at no cost to the owner, from the City's list of approved species. His/her opinion as to whether to remove the tree should be heard. The property owner, however, does not have authority to demand that a tree be retained – to hold a veto over professional decisions -- if the tree is on public right-of-way or if the tree is on private property but clearly is damaging City infrastructure. City staff members must make the determination based on their professional judgments and on circumstances. Criteria to assist in those decisions are explained below.



5.5 Criteria for Decisions to Remove Trees

As already discussed, removal of trees should never be approached casually and should be decided case by case. The City is taking away a part of a neighborhood – while also adding value by improving/protecting expensive infrastructure. Here are factors to consider.

Neighborhood impact: The positive aspect of a project should be weighed with potential negative impacts. If numerous trees need to be removed to implement plans, the City should see if an objective could be achieved another way.

This might especially be true if building new sidewalk where no sidewalk now exists would require removal of a row of trees. In such a case, placement of the sidewalk on the other side of the street should be considered. The support or lack of support of neighbors should be weighed as well. The City should consider engineering techniques that would allow the trees to remain. It also may consider, in certain cases, abandoning the project altogether.

Age diversity: Age and species diversity are important concepts in urban landscaping. In a neighborhood with many old trees, replacing some or adding young trees is in keeping with the urban landscaping concept of diversifying age of trees. Age diversity ensures a continuously vibrant tree population in a neighborhood.

Other potential solutions: The City should test options such as bridging tree roots. More is explained later in this section.

Type of tree: If a tree is from a preferred species, it should be given greater consideration. A prohibited tree, especially if planted by a resident without authority, would be granted far less sympathy. If the species is an unpopular “dirty tree,” which drops undesired materials such as sap, residents may actually desire replacement.

Health of the tree: A tree showing signs of decay is a better candidate for replacement than a vibrant tree. Using extraordinary measures to save a decaying tree usually makes little sense.

The Americans with Disabilities Act: Action must comply with ADA.

Cost of leaving a tree: A tree that has outgrown its place in the parkway creates a cost – the cost of damage to a sidewalk and/or the curb. There also is human cost if a tripping hazard causes injury. Consider replacing the tree with an appropriately sized tree.

5.6 Hooking the Sidewalk: Not Recommended

The City has hooked sidewalks -- cut semi-circles into concrete panels -- to accommodate trees in the parkway. The Sidewalk Master Plan recommends that this practice end.

As the first picture shows, the tree trunk flare now is literally in the sidewalk. As it constitutes a barrier in the pathway, one could argue that the sidewalk now violates ADA for this reason, regardless of whether the walkable portion of the sidewalk remains at least 48 inches, as prescribed by ADA. The first photo also illustrates that hooking frequently fails to permanently address the problem of having an oversized tree in the parkway. The trunk flare in this case has again heaved the sidewalk, creating a tripping hazard.

The second photograph illustrates the second problem. If the tree is removed later, the tree-hook in the sidewalk becomes a hole in the sidewalk. The hook inhibits use and presents a tripping hazard, especially at nighttime in a poorly lighted area.

Liability: Public Works staff members spoke to Betty McCain, SCLA, who is senior claims adjuster for Alternative Service Concepts. She handles claims for the City of Bloomington. Every case has its nuances, and in most cases the hooked sidewalk would constitute a defensible “open and obvious” hazard, she said. However, Ms. McCain could foresee circumstances in which the hooked sidewalk would present a legal liability to the City of Bloomington.



5.7 Tree Removal Alternative: Relocate the Sidewalk

Rather than hooking, the City at times may seize an opportunity to reroute the sidewalk around a tree. This is a viable option to consider in cases in which there is room to relocate the sidewalk. However, this process may encroach on private property. Public Works opposes obtaining easements or purchasing property to move sidewalks as a way to save a tree. The instances in which this option will present itself will be rare.

The accompanying photo (above) is taken from a Bloomington cul-de-sac, where a winding sidewalk was part of the developer's plans. Staff could not readily find a local situation in which a sidewalk was rerouted to accommodate a tree.

The second image shows an example of sidewalk abutting the curb and street – a reverse parkway -- rather than the standard model of placing the parkway between the sidewalk and street. It presents another viable option for averting tree conflicts. It might be especially viable when building a new sidewalk in an area where trees already exist. The sidewalk in cases of reverse parkway construction must be six feet wide rather than the usual four-foot or five-foot width as a safety precaution. That increases cost. Another disadvantage to the reverse-parkway design is that the sidewalks will be covered and recovered with snow as snow plows clear the streets. The photograph shows a portion of West Market Street near the Union Pacific overpass.



5.8 Tree Removal Alternative: Root Pruning

Root pruning can at times achieve the goal of eliminating sidewalk-root conflict. It is not an optimal solution and should be used with great caution. Some trees can endure root pruning well; others die.

Drs. Gilman and Smiley, among others, note that pruning roots can destabilize some trees, causing them to fall during storms, and can have negative

Tree falls over

Surprise! Trees need live intact roots to hold them erect. When roots are severed trees can fall over. Roots were cut all around this tree when the sidewalk and driveway were poured. Roots were also deflected laterally by the curbing so there was little to anchor this tree.

Treatment: Cut the tree into convenient sections for firewood.



impact on the overall health of the tree. Younger trees endure better. Older trees, however, are more often the subject of infrastructure conflicts. Tree recovery after pruning, said Gilman, depends on how the roots were pruned but also the tree itself and, especially, the quality of the soil. Among guidelines for pruning:

- The tree roots should only be pruned on one quadrant of the tree. On his website, Gilman posted a photo of a tree that was pruned on multiple sides. The picture and article are shown above. The tree, as the professor noted, has been reduced to firewood material.
- The tree can be negatively affected and destabilized if roots are cut too close to a tree. However, there is no set industry standard. Dr. Gilman said a defensible standard would be “no closer than 2 times the diameter of the tree.” If a tree is 3 feet in diameter, the closest safe root cut would be 6 feet from the tree. Dr. Smiley said he would oppose any cut closer than 1.5 times the diameter of the tree. That would mean the 3-foot diameter tree should not be subject to a root cut any closer than 4.5 feet from the tree trunk. Smiley emphasized that 1.5 is the absolute minimum and that any cut closer than 1.5 would create a strong likelihood of killing the tree. Note that both of the sources are leading researchers and advocates for tree preservation in urban areas. Their estimates all but rule out root pruning as an option for most tree-sidewalk conflicts in Bloomington because the trees involved often are too large and the parkways too narrow to meet the minimum distances.
- The third observation also bodes poorly for trees facing possible root pruning in Bloomington: Older trees are less likely to survive root pruning. These usually are the very trees coming into conflict with sidewalks.
- Trees fare worse in compacted clay soil like that found in Bloomington.
- Mr. Dunn usually avoids severing a root wider than 2 inches in diameter.

Bloomington should explore other options before choosing to prune roots.

5.9 Tree Removal Alternative: Reinforce the Sidewalk

In places where sidewalks pass near existing trees, the City should consider engineering solutions to prevent tree roots from lifting the sidewalk.

One such method would be use of half-inch diameter rebar to reinforce the sidewalk. The City began using rebar reinforcement in 2013 for two purposes:

1. To keep sidewalks from sagging where they crossed private sewer and water service lines. At these utilities, soil atop those services tends to settle and sink, causing sidewalks to sag and become displaced. Rebar reinforcement is used for the sidewalk panel crossing the



service line and then the next two panels in each direction. The reinforced sidewalk should bridge the ground if it continues to settle.

2. Across ingress and egress points into apartment properties. Reinforcement braces the sidewalk at points where moving vans and garbage trucks regularly cross.

Bloomington City Engineer Kevin Kothe proposes using a similar approach to bridge tree roots. Dr. Gilman confirms that the method is proven effective. Roots typically expand upward. If the sidewalk is reinforced with steel, the added mass of the walkway should cause the tree root to deform and grow to the side, Gillman said. Gillman added that the health of trees in these cases appears to be unaffected.

Added cost: Rebar costs about \$1 extra per square foot of sidewalk, or \$20 to \$25 for a sidewalk panel. Thus, it raises the cost of a panel from about \$120 to about \$145. A healthy tree can easily stretch across two sidewalk panels. If reinforced concrete is used in the next two panels in each direction, the sidewalk would be reinforced in six panels total. The total additional cost would be \$120 to \$150.

The added cost is reasonable given the value of the manmade infrastructure and the expectation that it last for decades plus the intangible value of the tree placed upon it by the City and the residents.

5.10 Tree Removal Alternative: Saw Cut the Sidewalk

Safe Step, a City subcontractor, reduces and eliminates vertical displacements by slicing off wedges of sidewalk. The positive experience with this method was discussed in Section 4.2. By slicing up to two inches in thickness from one panel, saw cutting can eliminate vertical displacement. In some cases, saw cutting could be used to eliminate a hazard created by tree roots. However, it would only represent a temporary solution in these cases, as the root would continue to grow and continue to displace the sidewalk. It would, however, buy time at a fairly low cost of less than \$50 per panel cut.



5.11 Tree Removal Alternative: Sunnyvale Steel Plates

In 1989, Leonard Dunn was hired by Sunnyvale, CA, with a mandate from its Public Works Director to preserve trees while also fixing sidewalks. Mr. Dunn developed a method to prevent tree roots from growing upward. Starting in 1992, he began bolting steel plates into tree roots that were conflicting with the sidewalk. Arborist Gordon Mann, a consultant with the company Mann Made Resources, is among those who are spreading word of Dunn's time-tested results. The accompanying images are from a presentation Mann has given and published on the



Internet.

Dunn was interviewed for the Master Plan on April 22, 2014. He explained the process as follows:

When a sidewalk becomes damaged from tree root, the sidewalk is removed. Sheets of 10-gauge steel are fitted to cover the roots. Sometimes the steel plates can be bent to form around the root. Pilot holes are drilled into the roots. Then, three-eighth inch lag bolts are drilled through the steel plates and into the roots, using the pilot holes. The bolts and the steel plates do little or no harm to the tree. The bolted roots will no longer grow upward.

They will grow out to the sides and downward. The small gaps around the roots are then covered with No. 2 base rock. The sidewalk may have to be sloped to bridge tree roots, the trunk flare or both. The No. 2 base rock is used as a sub-base in creating a gently sloping terrain leading to and from the tree. Concrete is then poured over the rock. Concrete or asphalt can be poured directly onto the top of the steel plates. The key to the process is making the correct, gradual slope to ensure that the slope complies with ADA standards on inclining and declining sidewalks.

Trees that had to be removed later, for reasons other than sidewalk conflicts, were examined. Post-removal examination of the roots showed the plan worked as envisioned: Roots grew to the side and downward. Growth to the top side of the root had been successfully inhibited.

Bloomington should test this process. However, City staff cannot be expected to merely look at pictures when initiating the process. It should consult with an arborist familiar with the technique when the first tests are done and learn the nuances of the process. Dunn oversaw this process himself and all the work was done in-house in Sunnyvale until budget cuts forced staff reductions in 2011. While the city of Sunnyvale now contracts for the work, it also trains contractors on the technique and consults on-site with them.



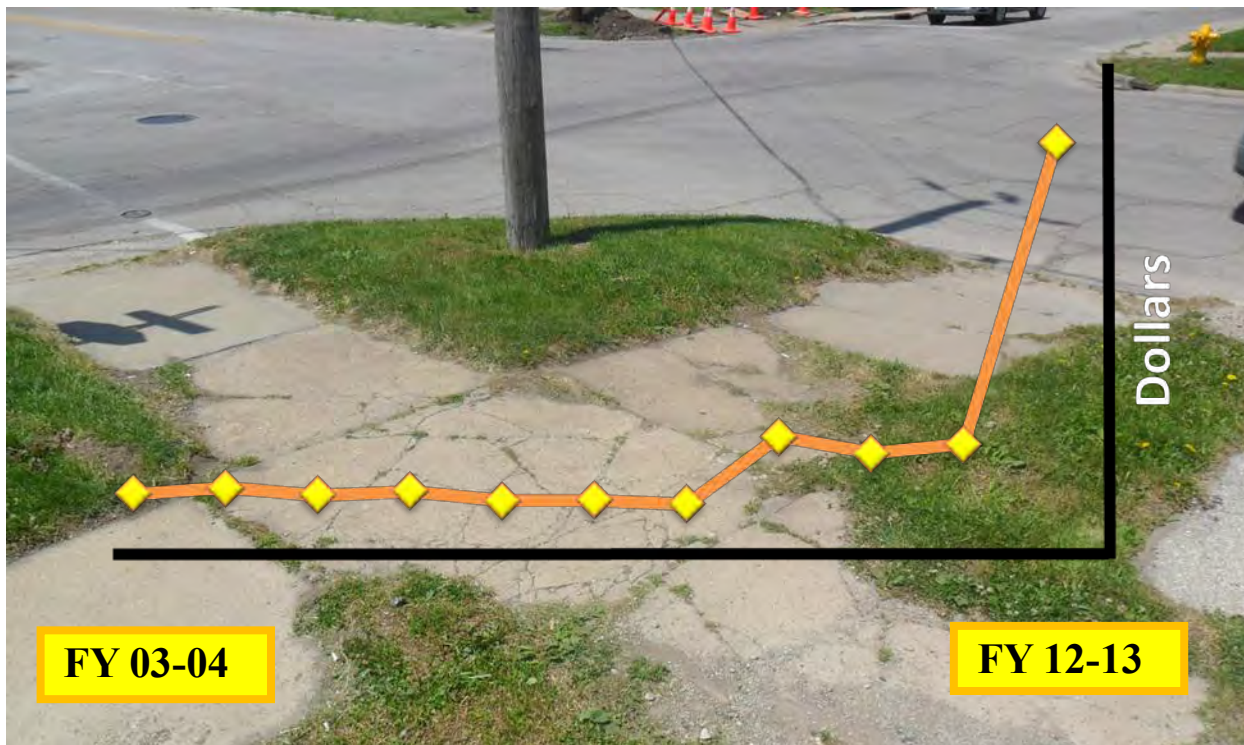
5.12 Tree Removal Alternative: Other Methods

Bloomington should be creative and open to other possibilities when approaching sidewalk-tree conflicts. It may consider alternatives to Portland Cement Concrete.

Asphalt sidewalks are generally undesirable. They are aesthetically unpleasant heat conductors. However, cement dust can be used to color the asphalt to appear like concrete and reduce the heat generated by asphalt during the summer. The benefit of asphalt is that it is fairly sturdy and economical. It cannot withstand the pressure of root expansion. The sidewalk will eventually rise at the point that roots press them upward. The asphalt will have to be maintained and replaced.

The benefit, however, is that it will solve the tree conflict for a period of time. Asphalt sidewalk can be replaced at low cost compared to concrete replacement.

Other materials have entered the market, but they have little track record. The Public Works and Parks & Rec departments should keep an eye on research. Bloomington should avoid the bleeding edge of technology but look for cutting edge approaches.



6.0 COSTS AND REVENUE

Having shown sidewalk rating methodology and repair and replacement techniques in Sections 4 and 5, Section 6 examines costs, establishment of a desired service level and revenue sources. The three are intertwined, as the Plan serves as a practical guide based on economic realities. Section 7 puts forth a Ten-Year Action Plan to enable the City to affordably achieve the policies and goals set forth.

While Section 6 first examines costs, a few words are needed on revenue. The reality is this: Sidewalks don't generate revenue, and funding options are limited. To address sidewalks, the City Council and the Administration must look to the General Fund for the vast majority of funding. The realities of costs and competing City needs and desires, including a desire to keep taxes and fees as low as possible, are taken into consideration throughout this Section.

6.1 The Construction Process

The cost analysis assumes the continued use of the construction process already in place (with modifications in instances in which street trees are being preserved). It is the common and best practice. Locations are inspected and rated by the Public Works staff, reviewed and approved for work by Public Works Department management, approved by the Administration and City Council as part of a Public Works program and documented through GIS recordkeeping. The construction is contracted through competitive bidding. For 2014-15, three companies submitted bids. The private contractor works closely with Public Works staff members, who oversee and document contractor work.

The alternative -- building sidewalks with City employees -- might sound more economical but would require the addition of staff to the Public Works Department. Public Works

employees could potentially build sidewalks on occasion; they have the ability. However, the annual volume of sidewalk and sidewalk ramp construction cannot be handled by existing personnel.

6.2 Sidewalk Replacement Estimates

In March 2014, the Public Works Department conducted an analysis on the cost to replace sidewalks. It used GIS-documentation and PASER ratings. The analysis took into account the average amount of sidewalk that actually would need replacement – not the full length of the sidewalk – based on on-site inspections and an Engineering Division formula. Except in the worst cases, parts of these sidewalks are in acceptable condition. Budget issues and financial prudence demand that Bloomington save as much good sidewalk as it can when improving a stretch of sidewalk.

Formula for Sidewalk Replacement Cost

The formula estimates actual cost of repairs based on the rating of the sidewalk being upgraded. It was developed by the Engineering Division of Bloomington Public Works and has been shown to be substantially accurate.

- 1. **Area of Parcels (A_P):** A_P represents the total portion of sidewalk area under consideration. Some sidewalks are 4 feet wide; some are 5 feet. A few are 6 feet. GIS width measurements are inexact regarding sidewalk width. Use of 4.5 for width produces an average width of sidewalk. LF means lineal feet of sidewalk and is the length measurement of the parcel.

Length times width equals area.
LF×4.5= A_P

- 2. **Area of Replacement Sidewalk (A_R):** A_R is the estimated area of actual sidewalk work required (in square feet) within A_P based on the PASER rating of the sidewalk.

A_P × Rating% = A_R

Percentage of Sidewalk Replacement Based on PASER Rating	
Rating 1	66%
Rating 2	53%
Rating 3	32%
Rating 4	27%
Rating 5	21%
Rating 6	14%

- 3. **Formula for Cost of Replacement:** The estimation method factors in cost of regular sidewalk (4-inch-thick Portland Concrete Cement) as well as the thicker concrete (6-

inch PCC). The thicker concrete is required along driveway aprons, which accounts for about 10 percent of the typical project area. The 2014 cost estimation is \$7.25 per square foot for 6 PCC and \$7 for 4 PCC. Both cost estimates include the cost to remove existing sidewalk.

$$\begin{aligned} \text{COST OF REPLACEMENT} = & \\ & A_R \times .10 \times 7.25 \\ & + \\ & A_R \times .90 \times 7 \end{aligned}$$

Figure 17 shows the cost estimate sidewalk replacement by PASER ratings.

Figure 17: Cost for Sidewalk Replacement (2014 dollars)

PASER Rating	Replacement Needed (Estimated Square Feet)	Estimated Cost of Replacement
1	40,687	\$285,826
2	96,010	\$674,470
3	190,277	\$1,469,896
4	227,116	\$1,738,578
5	274,630	\$1,929,275
6	355,496	\$2,497,166

6.3 Cumulative Cost Totals

The cumulative totals show costs to upgrade to various levels of sidewalk quality. For example, to achieve a minimum rating of 6, the City must fix all sidewalks with ratings 1 through 5. These estimates did not calculate ADA-compliant ramps, which cost \$1,200 each.

Figure 18: Cost to Reach Rating Levels (2014 dollars)

Minimum Sidewalk Ratings	Cost to Accomplish
Minimum Rating of 7 (Good+)	\$8,595,211
Minimum Rating of 6 (Good -)	\$6,098,045
Minimum Rating of 5 (Fair +)	\$4,168,770

6.4 Recommended Service Level

An ideal goal would be to raise minimum rating to 7 (Good +). The cost would be \$8.6 million in 2014 dollars. A more realistic goal, given competing City needs, is to bring the minimum rating to a 5 (Fair+) over the life of the 10-year plan. This would require a City investment of nearly \$4.2 million in 2014 dollars.

The Master Plan recommendation is to bring the minimum rating of Bloomington sidewalks to 5 by fixing all sidewalks rated as 1, 2, 3 and 4.

Accounting for inflation: The Action Plan in Section 7 adds inflation projections in producing a budget to achieve the recommendation.

6.5 Connectivity: Eliminating Sidewalk Gaps

The Public Works Department inventoried gaps in the sidewalk system. It then set priorities for these gaps. Priority I Gaps involve two areas near schools and an area on South Center Street shown to be heavily traveled. Priority II Gaps run one block or less and represent small connectivity projects. There are numerous other gaps that are not included in the Master Plan. These gaps should be addressed later, but only if practical.

Neighborhood considerations: Entire neighborhoods in Bloomington were built with no sidewalks. Retrofitting sidewalks into the neighborhoods can pose problems and expense. Doing so might require removal of numerous trees, and in cases it would represent a vast reduction to already modest front yards. It may require removal of fences and hedgerows that, while on City right-of-way, have been a part of a home, in the residents' minds, for decades. Given other economic pressures on the City, retrofitting neighborhoods with sidewalks should be done only for compelling reasons. Given other sidewalk needs, gap elimination in most cases receives a low priority at this time. When gaps are identified, site reviews should take into account potential negative impacts on the neighborhood. These negatives may be reason to look at other alternatives or to decide against building.

Other neighborhoods have sidewalks on one side of the street. There must be a compelling reason to build sidewalk on the second side – again, because of other budget needs and because of the alteration of an established neighborhood. Only one such area is identified and budgeted in the Plan: The west side of U.S. 51 south of the South Hill neighborhood.

6.6 Formula for Sidewalk Gap Elimination Projects

A different formula applies to cost estimations for new sidewalk, extensions of existing sidewalks and the connection of missing sidewalk links between two stretches of existing sidewalk. For 2014, the gap elimination formula developed by the Bloomington Engineering Division estimates \$3 per lineal foot for site preparation, including excavation and installation of sidewalk sub-base. (The sub-base typically is 3/8th inch pea gravel or recycled concrete.) The formula uses \$5.10 per square foot for the cost of 6-inch thick sidewalk (A_6), to be used next to driveway aprons and \$4.75 for 4-inch concrete to be used for the rest of the project (A_4).

LF is the entire length of the project. A_6 is the area in square feet for the portion abutting driveways. A_4 is the area of non-driveway portion of the new sidewalk.

$$\text{COST TO INSTALL ALONG AN EXISTING SIDEWALK GAP} = (\text{LF} \times 3) + (A_6 \times 5.1) + (A_4 \times 4.75)$$

Root Barriers Not Included

If trees are being planted along the new sidewalk, root barriers should be installed along the entire length of the tree. If the tree is being planted in a parkway along the new sidewalk, barriers should be installed along the sidewalk side of the tree and the curb side of the tree. This portion of the project should be overseen and funded by the Bloomington Parks Department. See Section 5 for more on root barriers.

Priority I Gaps, in this order of importance

1. Along parts of Vale and Croxton and the east side of Ryan south of Oakland School. This is referred to as the Oakland School Gap.
2. Along North State Street, from Marion to Emerson, north of Bloomington High School.
3. Along South Center Street adjacent to Highland Golf Course.

Figure 19: Cost of Priority I Connectivity Gaps

PRIORITY I Connectivity Gap Location	Cost
Oakland School Gap	\$40,000
North State Street	\$18,000
South Center Street	\$29,000
TOTAL	\$87,000

Figure 20: Cost of Priority II Connectivity Gaps

PRIORITY II Connectivity Gap Location	Cost
Barker at Wood	\$2,950
Hinshaw at Elm	\$3,300
Low at Olive	\$3,000
Lumbar at Olive	\$3,700
Robinhood at Towanda	\$6,500
Western at MacArthur	\$3,000
Western at Walnut	\$2,000
White Oak Road at Locust	\$4,180
TOTAL	\$28,630

Combined Total of Priority I and Priority II: \$115,630

Figure 21: Priority I Gap Projects

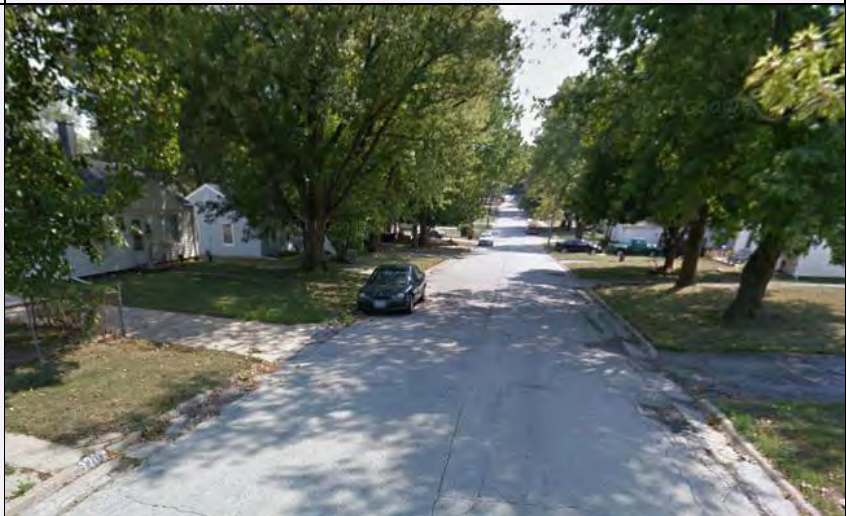
Oakland School Gap Area south of Oakland School (Vale, Croxton, Ryan). On a school walking route. Also connects neighborhood to Holiday Park. \$40,000	
North State Street State Street from Marion to Emerson, north of BHS. Students walk through neighborhood to and from school and often walk in the street. \$18,000	
South Center Street Center Street adjacent to Highland Golf Course. The worn path demonstrates heavy usage and pedestrian need. (At left, looking north. At right, looking south.) \$29,000	 

Figure 22: Priority II Gap Projects

Barker at Wood: \$2,950



Robinhood at Towanda: \$6,500



Hinshaw at Elm: \$3,300



Western at MacArthur: \$3,000



Low at Olive: \$3,000



Western at Walnut: \$2,000



Lumbar at Olive: \$3,700



White Oak at Locust: \$4,180



Note: While Priority I gaps are listed in order of priority, Priority II gaps are not.

6.7 Cost of ADA Ramps

ADA requires that the City eventually bring all ramps up to compliance with current standards. Approximately 4,900 ramps still will fall short of compliance after the 2014 construction year. Fixing them would cost \$5.9 million in 2014 dollars.



City records show Bloomington will have 1,300 additional sidewalk locations which should have ramps but have none. The cost for installation in 2014 dollars is \$1.6 million.

While \$1,200 per ramp is the standard calculation, the costs will vary by sidewalk. Sometimes the City has to replace multiple sidewalk panels leading up to the ramp to ensure a maximum slope of one inch per foot as required by ADA. In a few cases, sidewalks have steps leading from the sidewalk to the street. The City in these cases usually has to replace multiple sidewalk panels, re-grade the parkway and sidewalk area and erect a retaining wall between the sidewalk and the adjacent property. These repairs cost several thousands of dollars.

6.8 Rising Construction Cost

The City and other municipalities have encountered rising construction costs. That limits effectiveness of any sidewalk program unless budgets go up as well. **Figure 23** shows the average cost of repairs from FY 1995-1996 to FY 2012-2013 and the percent changes in prices between FY 2004-2005 and FY 2012-2013, FY 2001-2002 and FY 2012-2013, and FY 1995-1996 and FY 2012-2013.

Some data is unavailable; detectable warnings for sidewalks ramps didn't become a line item in the bidding until FY 2004-2005, and sidewalk excavation didn't become a line item in the bidding until FY 2001-2002.

Figure 23: Cost of Sidewalk Repair Items

Description of Repair Work	FY 2012-2013 Prices	FY 2004-2005 Prices	% Change from FY 04-05 - FY 12-13	FY 2001-2002 Prices	% Change from FY 01-02 - FY 12-13	FY 95-96 Prices	% Change from FY 95-96 - FY 12-13
Cost for 4" of sidewalk (per square foot)	\$4.75	\$3.50	36%	\$3.35	42%	\$2.55	86%
Cost for 6" of sidewalk on driveway (per square foot)	\$5.10	\$3.85	32%	\$3.65	40%	\$2.85	79%
Cost for saw cutting if required (per linear foot)	\$1.40	\$1.00	40%	\$0.75	87%	\$0.75	87%
Detectable Warnings	\$27.00	\$19.00	42%	N/A	N/A	N/A	N/A
Partial Curb Removal (by saw cutting)	\$19.00	\$17.00	12%	\$16.00	19%	\$15.00	27%
Curb Removal & Replacement	\$39.00	\$18.00	117%	\$11.50	239%	\$12.00	225%
Sidewalk Excavation	\$3.00	\$1.90	58%	\$1.75	71%	N/A	N/A

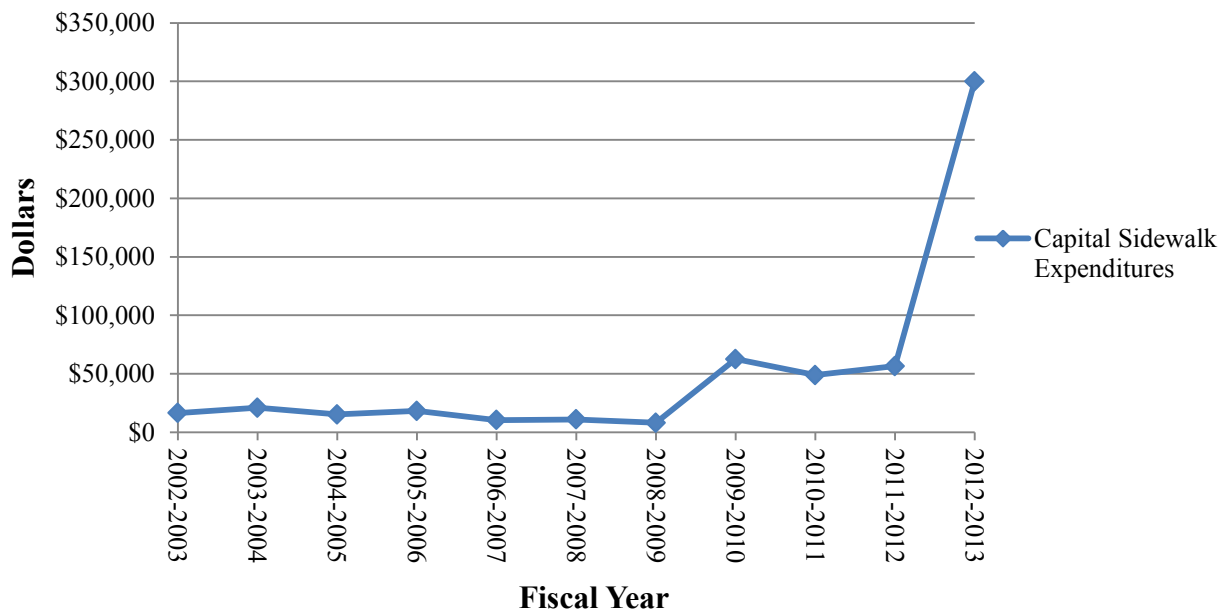
6.9 Historical Funding: Capital Sidewalk Program

The Capital Sidewalk Program provides funding for sidewalks and ramps with 100 percent City money from the General Fund. Sharp rises in the last two years shows the Administration and Council have increased their emphasis on infrastructure.

Figure 24 shows the expenditures for the Capital Sidewalk Program and ADA Ramps Program from Fiscal Year 2002-2003 to Fiscal Year 2013-2014.

Figure 24: Capital & ADA Expenditures from FY 2002-2003 to FY 2011-2012

Fiscal Year	Capital Sidewalk Program	ADA Ramps Program
2013-2014	\$300,000	\$375,000
2012-2013	\$166,090	\$77,763
2011-2012	\$56,572	\$55,202
2010-2011	\$48,955	\$51,035
2009-2010	\$62,546	\$57,040
2008-2009	\$11,054	\$60,057
2007-2008	\$11,043	\$62,872
2006-2007	\$10,447	\$60,002
2005-2006	\$19,296	\$63,486
2004-2005	\$15,247	\$58,540
2003-2004	\$20,938	\$51,614
2002-2003	\$16,467	\$49,531



6.10 CDBG Sidewalk Funding

This program has provided funding for public sidewalk repairs, using money from the United States Department of Housing and Urban Development. Before 2001, neighborhoods with low to moderate-income households could qualify for assistance through the Community Development Block Grant (CDBG) Program for sidewalk replacement. The City would pay for half of the repair cost and CDBG grant money would be used for other half.

Since 2001, the CDBG Sidewalk Program has been used three times. In Fiscal Year 2008-2009, \$27,425 from the Community Development Block Grant was used to repair sidewalks in the designated slum-blight area in Bloomington. Also, the City used \$162,384 from Community Development Block Grant-Revitalization, which was federal stimulus money, in the same area for sidewalk replacement in Fiscal Year 2010-2011. CDBG money must meet at least one of HUD's three criteria:

- Benefits low-moderate income households.
- Eliminates slum-blight.
- Responds to an urgent need.

The CDBG Sidewalk Program was used again in 2012-2013 with \$75,000 paying to replace approximately 13,000 square feet of sidewalk. The scope of the City's program was expanded to include low- to moderate-income households that could not afford the cost of the 50/50 sidewalk cost-sharing program; federal money was substituted for citizen contribution. While CDBG money for sidewalks has been useful and appropriate, the City also has to balance other needs of low- and moderate-income residents. The 10-year funding plan (Section 7) assumes no CDBG money will be devoted to sidewalks.

6.11 City 50/50 Sidewalk Program

The 50/50 Sidewalk Program provides homeowners the opportunity to replace defective sidewalks along the streets in front of their homes for half of the total cost. The benefit to residents is that they get repairs of serviceable sidewalks that, if applied to the City's regular sidewalk repair program, would have to wait. If the City rates the sidewalk as a 1, 2 or 3, it is classified as not serviceable. The City applies General Funds to the repair and schedules future repair at no expense to property owners. The benefit for the City is \$100,000 worth of sidewalk upgrade per year for \$50,000 in City money. Almost all of the 50/50 participants have sidewalks rated as 4 and 5. Fixing them sooner than planned, through 50/50, prevents them from deteriorating further.

Figure 25 (shown on the next page) is a flow chart for the program.

Figure 25: Bloomington's 50/50 Sidewalk Program Process

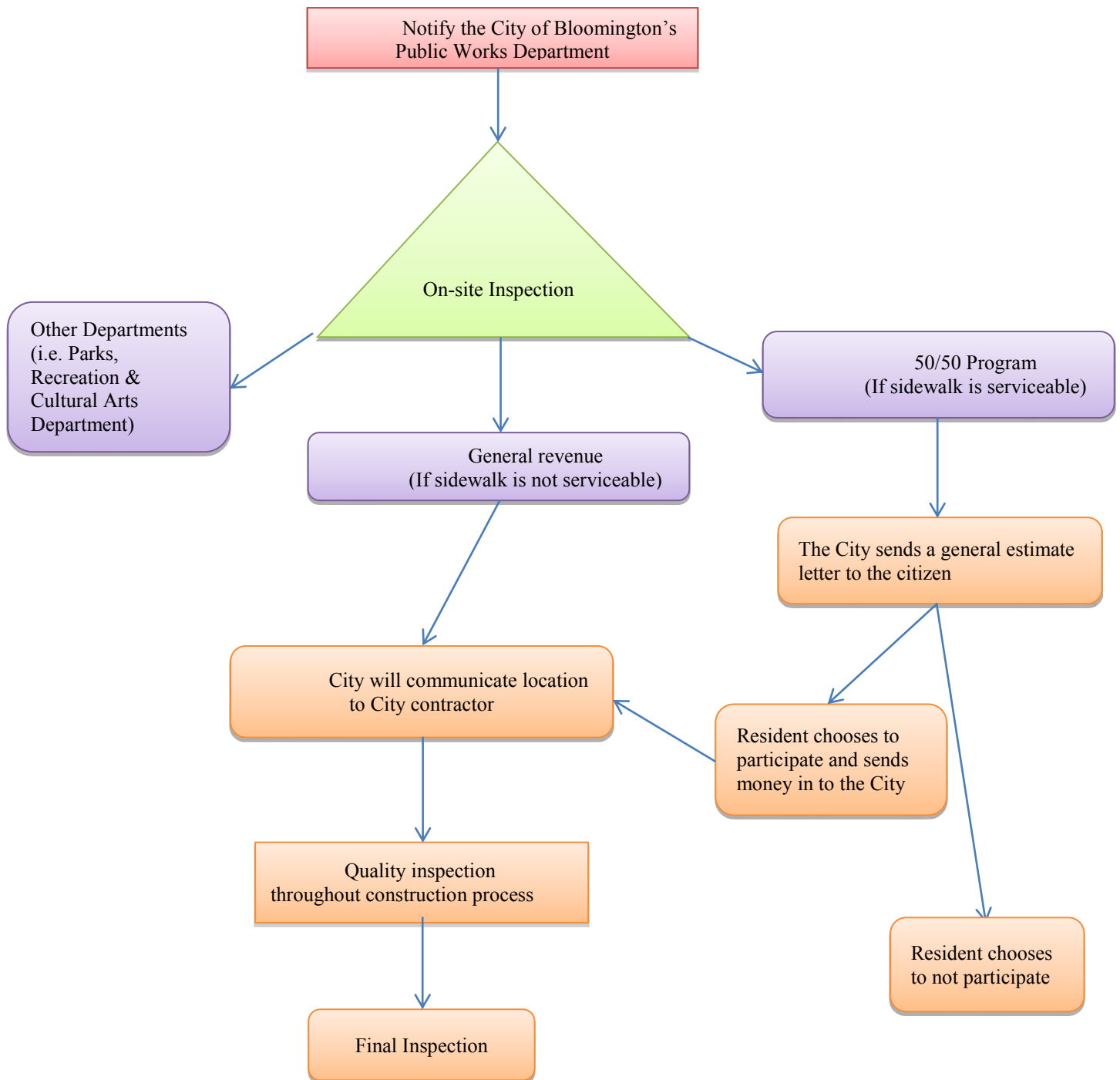


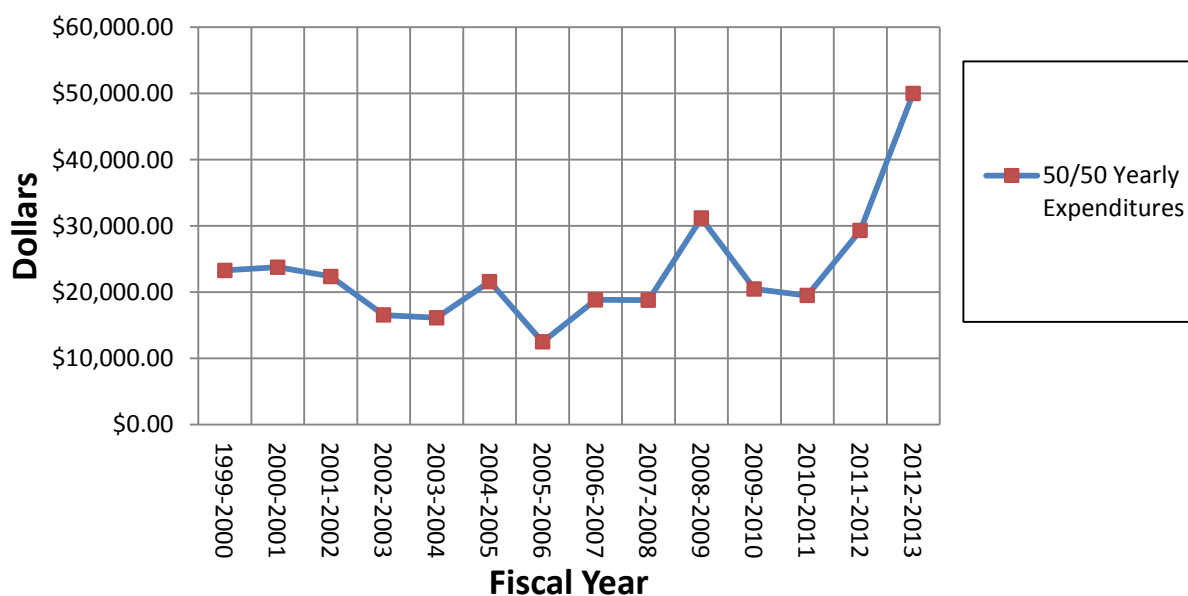
Figure 26 shows the participation rate for the 50/50 program from Fiscal Years 2006-2007 to 2012-2013.

Figure 26: 50/50 Sidewalk Program Participation 7-Year History

Fiscal Year	Number of Letters for 50/50 Requests	Number of 50/50 participants	% of 50/50 Program Participation
2012-2013	84	74	84%
2011-2012	52	24	46%
2010-2011	47	27	57%
2009-2010	50	22	44%
2008-2009	52	14	27%
2007-2008	58	12	21%
2006-2007	42	24	57%

Figure 27 shows how much the City of Bloomington spent yearly for the 50/50 Sidewalk program from Fiscal Years 1999-2000 to 2012-2013. Historically, the City has not spent the entire \$100,000 allotted (\$50,000 in City money matched by \$50,000 in money from property owners). However, the City used its entire 50/50 budget in FY 2013 and FY14 and expects to do so again in FY 2014-15. Public Works staff and management believe the difference is that the City publicizes the program more effectively, through web site material, a brochure and a water bill insert. It expects continued or increased interest. Therefore, the Master Plan recommends increasing the program by \$5,000 annually for the duration of the Ten-Year Action Plan to accommodate demand and to account for inflation.

Figure 27: City Yearly Expenditures for the 50/50 Sidewalk Program



6.12 Grant Funding

Grant funding should be pursued by the City of Bloomington but limited funds are available.

A federal transportation program enacted in 2012 provides some funding for sidewalks, although the program is temporary. It is called Moving Ahead for Progress in the 21st Century (MAP-21). MAP-21 replaces the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users Act of 2005 (SAFETEA-LU). MAP-21 lists sidewalk work under two different funding programs:

- **Transportation Alternatives Program:** This program is for the construction, planning, and design of non-motorized forms of transportation and includes money for sidewalks, pedestrian signals, safety-related infrastructure and other transportation projects to achieve ADA compliance.
- **Surface Transportation Program (STP):** STP pay for modifications of public sidewalks to make them ADA compliant. The STP funds are distributed to municipalities with populations over 5,000.

MAP-21 was set to expire in 2014 and future availability of federal funds for sidewalks remains uncertain.

- **Safe Routes to School (SRTS):** SRTS falls under MAP-21. SRTS provides 80 percent federal funding of a project. Awards and allocation in Illinois are handled by the Illinois Department of Transportation. For 2014, Bloomington sought \$160,000 in SRTS money, with a \$40,000 City match, to provide a 4,180-foot long, 10-foot-wide, ADA-compliant pedestrian and bike path. The Benjamin School Trail would provide connectivity within The Grove on Kickapoo Creek subdivision and deliver students to and from Benjamin Elementary School. The Trail would parallel Ireland Grove Road, which has rural construction, a 45 mph speed limit and is not appropriate



for sidewalks because of its character. The City should apply for SRTS money for other school-related sidewalk projects if the SRTS program is extended.

6.13 Citizens Replacing Sidewalk on Their Own

Residents can either choose to work with the City on sidewalks through the 50/50 Sidewalk Program or choose to have sidewalks replaced outside the City sidewalk program. However, the City discourages residents from replacing sidewalks on their own because the City does not inspect their construction to ensure the quality of work, and the work must be compliant with state and local city's codes and ADA requirements.

Citizens who choose to use a contractor not selected through the public bidding process must use a bonded/license sidewalk contractor approved by the City. Prior to any work, they must obtain a permit from the City. Also, residents who choose to work outside of the 50/50 Sidewalk Program are responsible for 100 percent of the cost of the sidewalk.

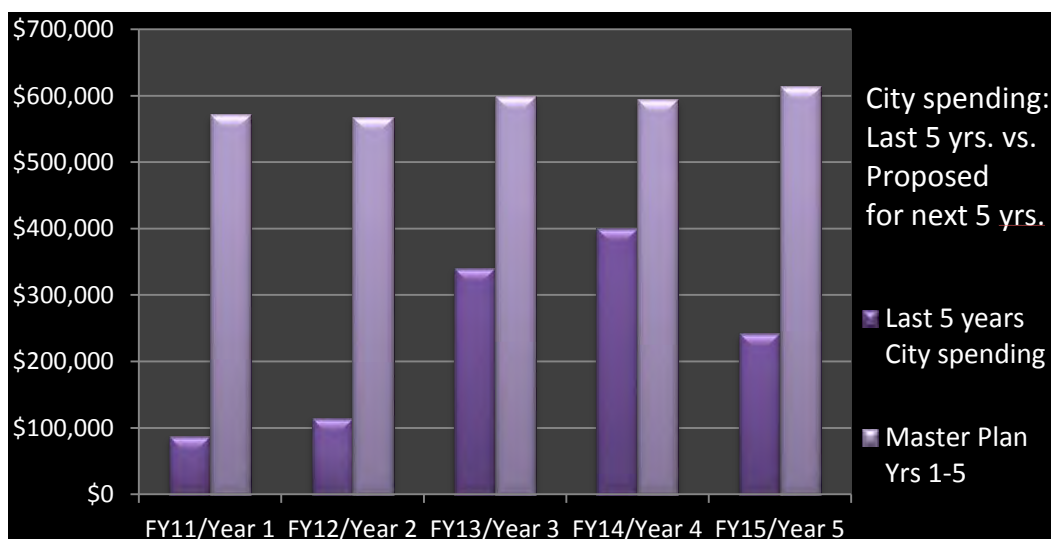


7.0 TEN-YEAR ACTION PLAN

The Sidewalk Master Plan proposes a realistic approach to put every Bloomington sidewalk into respectable shape within 10 years while also making major inroads toward full ADA compliance in regard to sidewalk segments and sidewalk ramps. All sidewalks with ratings of 1, 2, 3 and 4 would be upgraded. Some gaps in the sidewalk system will be connected with new sidewalks. Sidewalks will essentially meet Vision 2025 goals by the Year 2025.

The plan requires an increased funding priority from the City Council and it needs consistent funding. While the total dollars are not overwhelming given the scope of the City budget, the amounts do mark a steep increase in sidewalk funding compared to previous funding levels. Another way to look at it is that current funding levels do not meet clearly identified need. The accompanying chart compares the amounts allocated to sidewalks by the City over the past five years, ending in FY 2015, compared to the estimated amounts for the first five years of spending under the

Sidewalk Master Plan. On average, the City spent \$236,840 annually on sidewalks, not including ramp work, from FY 2010 to FY 2015. The Master Plan



calls for spending on average \$589,474 annually in the first five years of plan enactment. Neither amount includes sidewalk ramps.

In 2014 dollars, the Master Plan shows \$5.4 million of work. Spread over 10 years and assuming 3 percent annual inflation, the cost is \$6.3 million; 9.7 percent of that amount is paid by property owner contributions to the 50/50 program. The Plan asks the City to fund the rest through the General Fund. It encourages the City to seek grants, but it assumes no money from grants will be received or that the City's will choose to spend federal Community Development Block Grant money on sidewalks.

A review of the goals of the Master Plan demonstrates that goals are basic: Provide serviceable sidewalks for all residents.

7.1 Basic Elements of the Action Plan

PASER Rating and Service Level: The Ten-Year Action Plan brings Bloomington sidewalks to a minimum rating of 5 (Average +), indicating all sidewalks will be at least acceptable (and most will be better than that). It would be preferable to bring the minimum rating to 7 (Good+) or 6 (Good-). The lower goal of 5, however, is more realistic. It is compatible with the City's Strategic Goal of "Financially Sound City Providing Quality Basic Services" at a time when the City addresses needs of the street and sewer systems and needs in areas of the budget, such as pensions and public safety.

Sidewalk Connectivity: Key gaps in City sidewalk connectivity are identified and prioritized. While not a high priority in most cases, extending sidewalks along these gaps meets Vision 2025. Some of the gaps are small missing pieces that can be constructed in conjunction with resurfacing projects. Others, however, are more extensive projects. Keeping in mind budget realities, the Plan makes no attempt to fill every sidewalk connectivity gap in Bloomington.

Ramp Construction: Many sidewalks now have serviceable ramps connecting them to intersections, but most of these ramps do not comply with the specifications of the Americans with Disabilities Act. The most realistic way to achieve the goal of ADA ramp compliance already is being undertaken. That is, the Block By Block strategy of upgrading ramps when adjacent streets are being repaved or reconstructed. In addition, some ramps are being upgraded when a pressing need becomes known. The needs of specific persons with disabilities would be an example of pressing need. The process of ADA compliance has been and should continue to be gradual because of the enormous costs involved.

Block By Block Sidewalk Upgrades: Ramps already have been improved under the Block by Block strategy (explained in Section 2.2). For the 2014-15 Fiscal Year, sidewalks rated as 1, 2 or 3 also will be repaired or replaced under Block By Block if they are adjacent to streets that are being resurfaced. In future years, the City should continue to fund robust street repair, and it should improve sidewalks with 1, 2 and 3 ratings along streets being resurfaced. It already must fix ramps on these routes. Thus, when selecting which poor-quality sidewalks to fix first, Public Works should use its list of upcoming road resurfacing projects as a primary guide.

50/50 Funding: The 50/50 program produces \$100,000 in work for \$50,000 of City money and should be gradually expanding, providing \$1.2 million of work during the life of the

Action Plan. The program is the City’s best way to economically fix sidewalks that do not rate at 1, 2 or 3. Almost all sidewalks under the 50/50 program rate as 4 and 5 prior to the work. Fixing them now, with citizen financial participation, keeps them from deteriorating into “poor” sidewalks.

Report-based Funding: The City must respond when a person makes a valid report of hazardous or problematic conditions on a sidewalk, or else the City risks incurring liability for injuries. These report-based problems represent unplanned repairs, but the City should budget for them. There also are times when Public Works staff notice previously undetected sidewalk hazards. The Action Plan sets aside \$75,000 in Year 1 and raises the amount 3 percent to absorb inflating construction costs. These report-based repairs include sidewalk upgrades and installation of ADA-complaint ramps.

Developer Construction: Sidewalks in new residential and commercial subdivisions must be provided by the project developer. The City Administration and the City Council should review its practice of allowing pieces of the sidewalk in these subdivisions to remain unbuilt for years while the subdivision gradually builds out.

7.2 Updated Inventory After 2014-15 Construction

The 2014-2015 fiscal year is atypical in Public Works funding because of the City Council decision to issue \$10 million in bonds, to be used primarily for streets. Other issues, such as pensions, produced a tight budget. Consequently, the City did not budget for additional sidewalk capital funding. However, under Block By Block, sidewalks along the streets being resurfaced are being fixed if they rate as 3 or lower. The roads included in the resurfacing bid included the following amount of sidewalks rated as 1, 2 and 3, plus 630 ADA-compliant ramps, plus 50/50 funding. The bond money produced \$1 million of sidewalk money. About \$750,000 went to ramps, while just \$150,000 went to sidewalk segments and \$100,000 went to the 50/50 program.

Figure 28: 2014 Construction Year ‘Bond’ Streets

Rated as 1 Failed	6,305 square feet	0.2 miles
Rated as 2 Very Poor	14,940 square feet	0.6 miles
Rated as 3 Poor	25,235 square feet	1 mile

After the 2014-15 construction work, Public Works data shows the following amounts of sidewalks rated as 1, 2, 3 and 4 will remain.

Figure 29: Ratings, Miles and Costs after 2014-15 Construction

Rating	Square Feet	Cost in 2014 dollars
1 Failed	34,380	\$241,319
2 Very Poor	81,070	\$569,516
3 Poor	165,054	\$1,159,504
4 Fair -	227,116	\$1,595,489
	TOTAL	\$3,565,828

7.3 Action Plan Objective I: Continued Progress on Ramps

As detailed in Section 3.6, the City should continue to make rapid progress on ramps because of the City Council's commitment to street repair. Ramp repair must accompany street resurfacing and reconstruction. This is the primary vehicle through which new ramps are installed and existing ramps are upgraded. The plan recommends continued funding through the resurfacing budget. The Public Works Department calculates unmet need will be as follows after the 2014 construction season:

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

Should the City work ahead of street repair and fix its ramps, many of those ramps will have to be fixed again when street repair does occur. Resurfacing can take a ramp out of ADA compliance. Given the City's financial position, it can ill afford to fix the same ramps twice.

7.4 Action Plan Objective II: Repair/Replace All Sidewalks with a Rating of 1, 2 and 3

The first objective entails upgrading all poor, very poor and failed sidewalks -- rated as a 3, 2, and 1, respectively. Phase I will cost \$1.97 in 2014 dollars. Spread out over five-plus years, adjusting for 3 percent annual inflation, the cost will be approximately \$2.1 million. After that time, the City will have no sidewalks with a rating below 4.

7.5 Objective III: Repair/Replace All Sidewalks with a Rating of 4.

Continuing with steady, annual spending, the objective will be met by the end of Year 10 at an inflation-adjusted cost of \$2 million.

7.6 Objective IV: Construct Sidewalk Along Three Connectivity Gaps

The Plan identifies three key gaps in sidewalk connectivity: The Oakland School Gap, North State Street by Bloomington High School and South Center Street stretching from South Hill nearly to Veterans Parkway along Highland Golf Course. The Action Plan recommends completing one of these gaps per year during the first three years.

The Oakland School Gap is top priority. It involves areas along a designated school walking route, and the pedestrians are elementary school students. It is placed in Year 1. The City should apply for Safe Routes To School (SRTS) funding through the Illinois Department of Transportation.

North State Street is the second priority. While it is not on a school route, Bloomington High School students use it daily and have been seen walking in the street. It is budgeted in Year 2.

In Year 3, the City should complete the South Center sidewalk. The well-worn grass path though this congested area of Bloomington demonstrates need for sidewalk at the location.

7.7 Objective V: Address Small Connectivity Gaps

Public Works staff identified eight of these Priority II connectivity gaps and assumes additional need to address small gaps will arise. The budget for these gaps begins in Year 4 at \$8,000 and rises by \$500 per year in all subsequent years.

7.8 Objective VI: Increase Funding of 50/50 Sidewalk Program by \$5,000 Annually

The City pays \$50,000 for \$100,000 of sidewalk work. Overwhelmingly, this work is done on sidewalks rated as 4 and 5. Therefore, the 50/50 program will eliminate some 4s and it will delay some 5s from deteriorating into 4s.

7.9 Objective VII: Designate Money Annually for Report-based Work

The City must be able to respond quickly to citizen-reported sidewalk hazards. Doing otherwise opens the City to liability for injuries created by the hazards.



Service Level and Spot Repairs

Spot repairs leave an uneven appearance along sidewalks, as demonstrated by this example on West Elm Street. However, economic realities dictate that spot repairs are enacted and that abutting sidewalk be left intact. The new pavement will fade into a similar color as the rest of the sidewalk.



7.10 The Master Plan Budget

Figure 30: Action Plan Budget Years 1-5

Expenditures					
	Year 1	Year 2	Year 3	Year 4	Year 5
Sidewalks rated 1, 2, 3	356,583	367,280	367,280	389,647	401,336
Sidewalks rated 4	0	0	0	0	0
Sidewalk Connectivity (Gaps)	40,000	18,540	31,000	8,000	8,500
50/50 Program	100,000	105,000	110,000	115,000	120,000
Report-driven repairs	75,000	77,250	79,568	81,955	84,414
TOTAL	571,583	568,070	598,866	594,602	614,250
Revenue					
50/50 contribution	50,000	52,500	55,000	57,500	58,000

Years 1-5 Recap: Most sidewalks rated as Poor, Very Poor and Failed are fixed. Three key connectivity gaps are addressed, and the City starts addressing small, Priority II connectivity gaps. The 50/50 Program continues. Report-driven and emergency repairs are addressed.



Transformation

Changing a stretch of sidewalk from a 1 rating to a 10 makes a dramatic difference, as seen on Bunn Street at MacArthur Avenue.

Figure 31: Action Plan Budget Year 6

Expenditures	
	Year 6
Sidewalks rated 1, 2, 3	217,270
Sidewalks rated 4	196,186
Sidewalk Connectivity (Gaps)	9,000
50/50 Program	125,000
Report-driven repairs	86,946
TOTAL	634,322
Revenue	
50/50 contribution	62,500

Year 6 Recap: The 1s, 2s and 3s now are completely eliminated. The emphasis shifts to 4s. Priority II connectivity gaps are being addressed. The 50/50 Program continues. Report-driven and emergency repairs are addressed.



The 4s: Fair-minus

- Still usable by most.
- Not easily navigated by runners, strollers and wheelchairs.
- Less than 50% of the parcel has severe spalling.
- Less than 50% of the sidewalk has moderate cracking.
- Minimal vertical displacement is under 25% of the parcel.

Figure 32: Action Plan Budget, Years 7-10

Expenditures				
	Year 7	Year 8	Year 9	Year 10
Sidewalks rated 1, 2, 3	0	0	0	0
Sidewalks rated 4	425,777	438,550	451,707	465,258
Sidewalk Connectivity (Gaps)	9,500	10,000	11,000	11,000
50/50 Program	130,000	135,000	140,000	145,000
Report-driven repairs	89,554	92,241	95,008	97,858
TOTAL	654,831	675,791	697,215	719,116
Revenue				
50/50 contribution	65,000	67,500	70,000	72,500

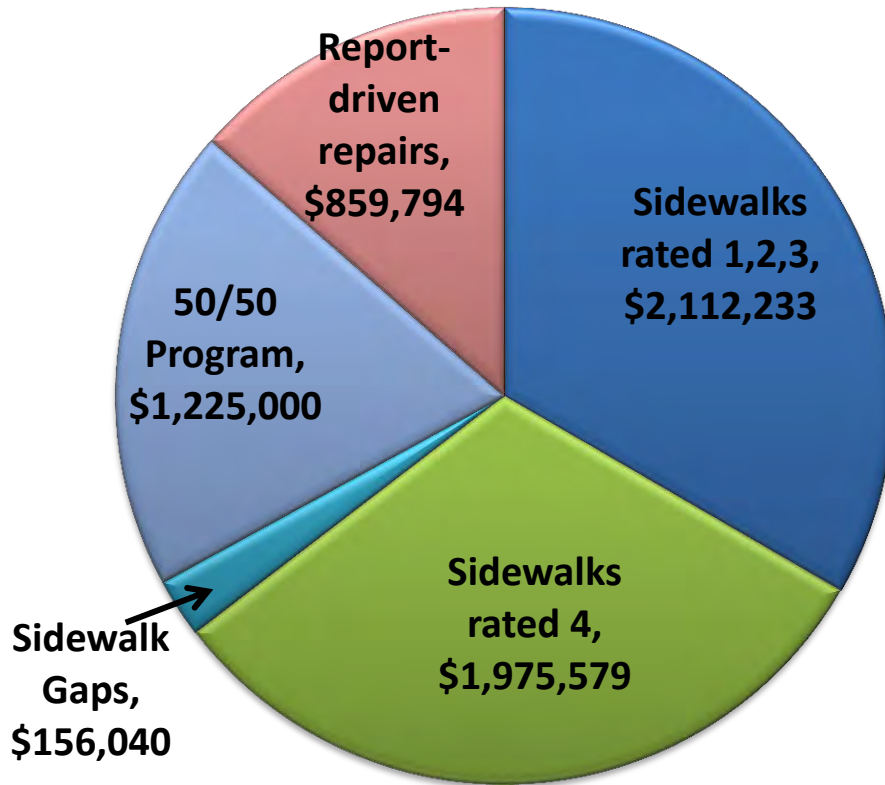
Year 7-10 Recap: All 4s are eliminated. Priority II connectivity gaps are addressed. The 50/50 Program continues. Report-driven and emergency repairs are addressed.

Figure 33: Ten-Year Budget

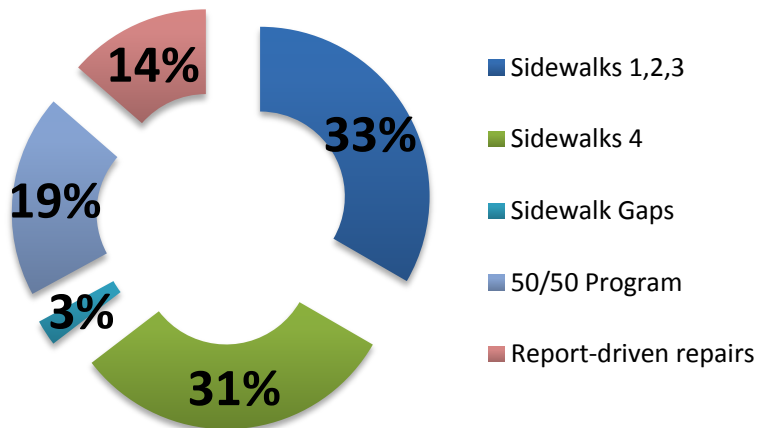
Ten-Year Action Plan, Bloomington Sidewalk Master Plan										
Expenditures										
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10
*Sidewalks rated 1-3	356,583	367,280	378,298	389,647	401,336	217,270	0	0	0	0
*Sidewalks rated 4	0	0	0	0	0	196,186	425,777	438,550	451,707	465,258
Connectivity (Gaps)	40,000	18,540	31,000	8,000	8,500	9,000	9,500	10,000	10,500	11,000
50/50 Program	100,000	105,000	110,000	115,000	120,000	125,000	130,000	135,000	140,000	145,000
*Report-driven repairs	75,000	77,250	79,568	81,955	84,414	86,946	89,554	92,241	95,008	97,858
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										
50/50 Resident Contribution	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										

**Factors in 3 percent annual inflation*

Spending in Dollars (Inflation Adjusted)



Spending By Percentage



7.11 Following Up

If the Master Plan is followed as recommended, sidewalk spending should vastly decrease after enactment of the Ten-Year Action Plan. The City should then take steps to ensure its sidewalks remain in good shape. The best methods to do so are to continue responding to complaints and observations of specific sidewalk problems – report-driven repairs -- and inspect all sidewalks periodically. The Master Plan recommends the following actions:

- Inspect and re-rate every sidewalk within a 10-year cycle. Technicians and engineers conducting the inspections should take particular care in viewing sidewalks rated as 5 and 6.
- Repair or replace sidewalk panels for sidewalks in which ratings drop to 4 or less.
- Continue funding the 50-50 program.
- Continue budgeting for report-based issues to enable Public Works to respond promptly to reported problems and complaints.
- Continue gradual upgrades of sidewalk ramps through the Block By Block system and through report-driven repairs.

ADA Transition Plan: The right-of-way portion of the ADA Transition Plan should be updated upon completion of the Plan and updated every 10 years thereafter.



**Department of Public Works
Sidewalk Master Plan**

APPENDIX

A-1	Glossary
A-2	Curb Ramps Evaluation Form
A-3	School Walking Routes
A-4	Hold Harmless Agreement
A-5	Tree Planting and Removal Permits
A-6	Current City Codes



A-1: Glossary



50/50 sidewalk program: A program in which property owners request and pay half the cost of sidewalk replacement ahead of the City's timetable for replacing a given stretch of sidewalk. The City pays the other half.

Americans with Disabilities Act (ADA): Federal civil rights legislation signed in 1990 to extend protection, including public access, to people with disabilities.

ADA Transition Plan: A required evaluation for compliance with accessibility guidelines set forth by state and federal governments.

Block By Block: A strategy to address multiple infrastructure needs in a given area as a single project or a series of staged projects.

Capital Sidewalk Program: A program that is funded 100 percent by City funds to provide repairs and replacement of public sidewalks.

Carriage walk: A concrete pathway which connects a sidewalk and a curb, usually running perpendicular to the two.

Clear space: The minimum space required to accommodate a single, stationary wheelchair.

Community Development Block Grant (CDBG): A program created under the Housing and Community Development Act of 1974. It provides grant funds to local and state governments to develop viable urban communities by providing housing and other items including infrastructure to low- and moderate-income residents.

Community Development Block Grant-Revitalization: A one-time grant program that offered federal stimulus money to municipalities. The intent was to invest in economic development, housing, infrastructure and other public facilities activities that would quickly spur further economic investment, increased energy efficiency and job creation or retention.

Connectivity: The ability to make and maintain a connection in the City sidewalk system without missing links or gaps.

Cracking: The separation of sidewalk pavement caused by breakage in the concrete.

Cross slope: The degree of inclination measured transversely across pavements rather than longitudinally in the direction traffic moves on the pavement.

Curb: A concrete border or row of joined stones forming part of a gutter along the edge of a street.

Curb ramp: A combined ramp and landing to accomplish a change of level to enable transition from a sidewalk to a street.

Detectable warning: A standardized surface feature built into or applied onto walking surfaces or other elements to warn visually impaired people of pending transition from sidewalk to street.

Driveway: A private access way for motor vehicles between a public or private street and off-street parking areas.

Driveway approach or apron: A portion of the driveway extending from the gutter flow line of the street to the sidewalk section.

Grinding: A repair technique to fix sidewalks by grinding down the concrete to reduce the elevation difference between adjacent sidewalk panels.

High Pedestrian Activities Generators: Areas within municipalities that will produce a higher volume of pedestrian traffic.

Hooking the sidewalk: The cutting of a semi-circular portion of a sidewalk panel in order for the sidewalk to wrap around a tree.

HUD: An acronym for United States Department of Housing and Urban Development.

MAP-21: An acronym for Moving Ahead for Progress in the 21st Century Act. The act was signed into law by on July 6, 2012. MAP-21 is a federal transportation funding and policy bill that updates and replaces the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users Act of 2005 (SAFETEA-LU).

Mud jacking: A repair technique to fix sidewalks by injecting a concrete/slurry mix into core drill hole to lift a sidewalk panel.

Parkway: A strip of ground that is between the curb and sidewalk. Parkways are considered to be in the public right-of-way.

PASER: An acronym for Pavement Surface Evaluation and Rating system. It is a system for visually rating the surface condition of a pavement from a scale of 1 to 10, with 1 being a pavement in a failed condition and 10 being a pavement in excellent condition.

Portland Cement Concrete (PCC): A standard mixture used on most sidewalks.

PROWAG: An acronym for Public Right-of-Way Accessibility guidelines. These guidelines were created by the United States Access Board.

Rebar reinforced concrete: Construction material made more solid by placing cylindrical strips of steel into the concrete while it is being poured.

Report-based funding: Money budgeted to respond to complaints of hazardous sidewalk conditions.

Right-of-Way: A strip of land dedicated to or used by the public for vehicular and/or pedestrian passage; storm, surface or ground water drainage; or public utility placement.

Root barrier: A material installed between newly planted trees and infrastructure to prevent roots from affecting infrastructure.

Root cutting: A technique of root removal designed to keep tree roots from disrupting infrastructure.

Saw cutting: A technique to remove a wedge of a sidewalk panel so that it lines up more evenly with the adjacent sidewalk panel.

School walking routes: Routes designated by the City of Bloomington and school officials to produce safe walking for students.

Sidewalk: A portion of a right-of-way principally used by or intended for pedestrian passage.

Sidewalk panel: The individual section of concrete sidewalk that is divided by a joint or cut.

Sidewalk parcel: The sidewalk along a tract or plot of land.

Sloping: The change in the angle of a sidewalk panels.

Slum/Blighted area: A term used by United States Department of Housing and Urban Development to define a specific area in a municipality. To be eligible, the specific area must meet certain guidelines set by HUD.

Spalling/scaling: The flaking away of the hardening concrete and brick.

Ten-Year Action Plan: The budget set out in the Sidewalk Master Plan to achieve the Master Plan's objectives.

Trip hazards: Any vertical change of 1/4 inch or more at a sidewalk panel joint or crack.

Vertical displacement: The shifting in the land causing an unevenness of pavement between sidewalk panels.

Walkability: A measurement of how friendly an area is to walking.

A-2: Curb Ramps Evaluation Form





Curb Ramps Survey

Intersection _____
 And _____
 Date _____
 By _____

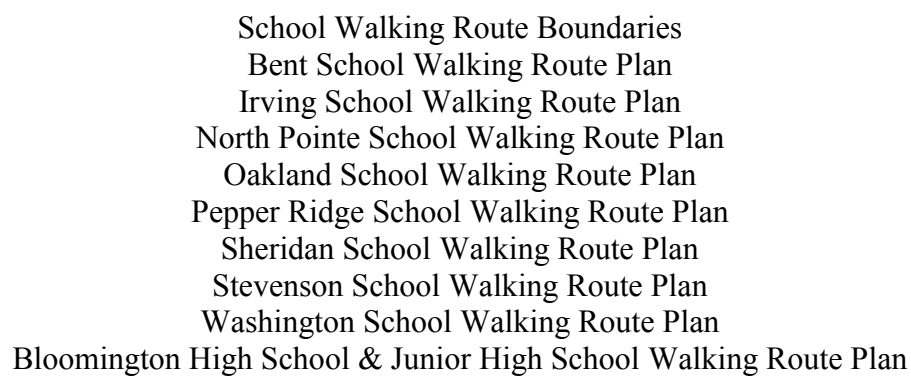
Transition Plan Priority System

Use-related Needs

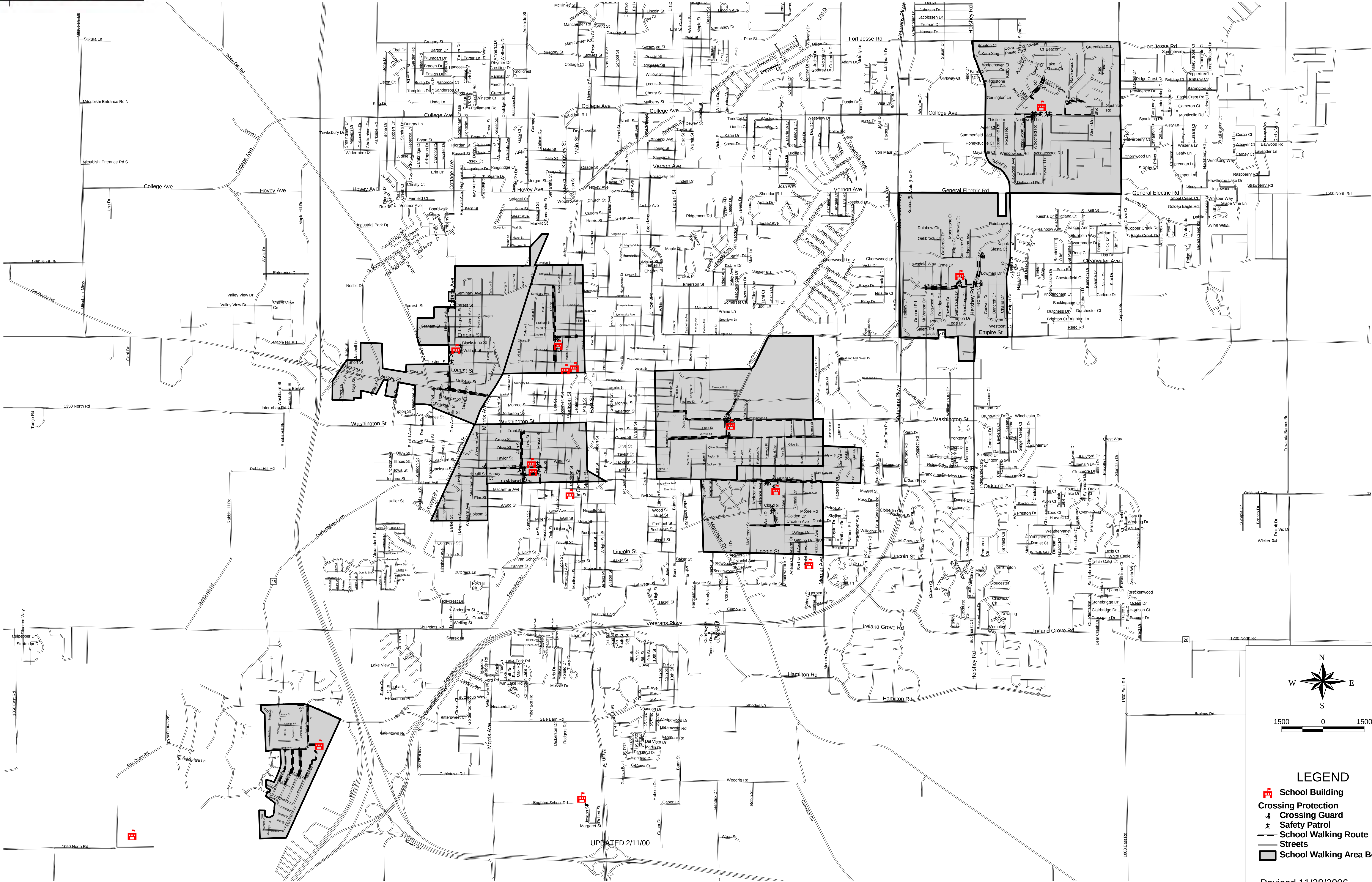
Conditions		Presence of disabled population/ special request	High pedestrian volume	Near public buildings and businesses
	No ramps or no detectable warnings	A - 1	B - 1	C - 1
	Ramps at streets undergoing resurfacing or reconstruction	A-2	B-2	C-2
	Ramps deemed below safety threshold	A - 3	B - 3	C - 3
	Safe, but non-ADA compliant	A - 4	B - 4	C - 4
	Ramps are ADA compliant	A - 5	B - 5	C - 5

- Quadrants rated A1, B1, A2, B-2, C-2, A-3 and B3 are the highest priorities. The second row contains high rating because failure to address ramps at a street undergoing resurfacing constitutes an ADA violation. Color coded red.
- Quadrants rated A-4, B-4, C-1, and C-3 are medium priorities. Color coded orange.
- Quadrants C-4 is a low priority. Safe but non-compliant ramps should wait unless they are adjacent to a street that is being resurfaced. Color coded yellow.
- Ramps are in good condition and ADA-compliant. Color coded green.

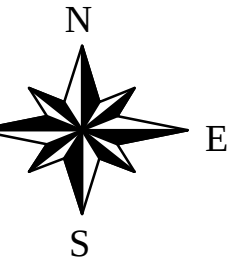
	NE corner	NW corner	SE corner	SW corner
Slope 1)	_____	_____	_____	_____
Slope 2)	_____	_____	_____	_____
Detectable Warnings:	1. Y N 2. Y N	1. Y N 2. Y N	1. Y N 2. Y N	1. Y N 2. Y N
Ratings:	1. ____ 2. ____	1. ____ 2. ____	1. ____ 2. ____	1. ____ 2. ____



GRADE SCHOOL WALKING ROUTES



UPDATED 2/11/00



1500 0 1500 Feet

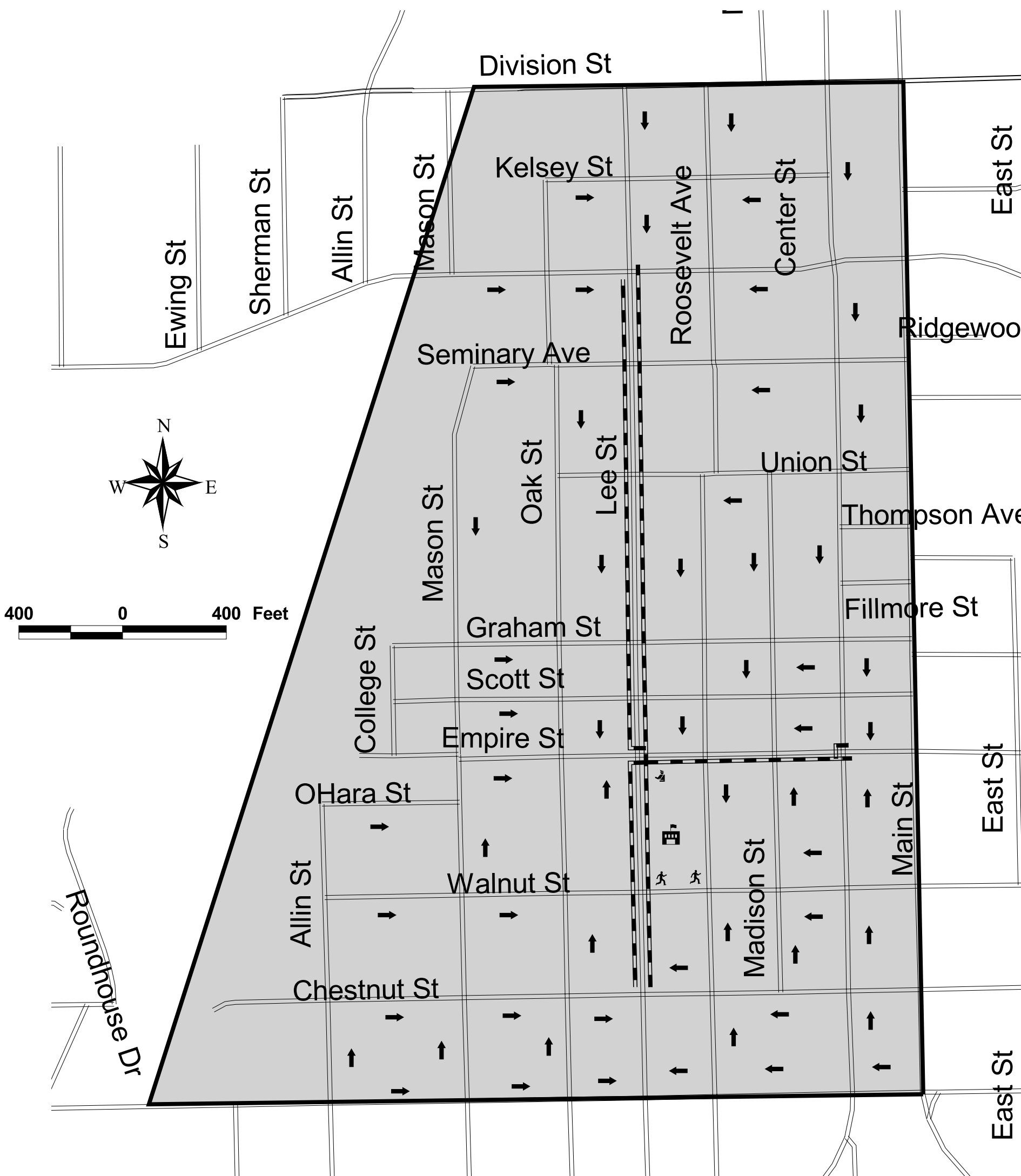
LEGEND

-  School Building
-  Crossing Protection
-  Crossing Guard
-  Safety Patrol
-  School Walking Route
-  Streets
-  School Walking Area Boundary

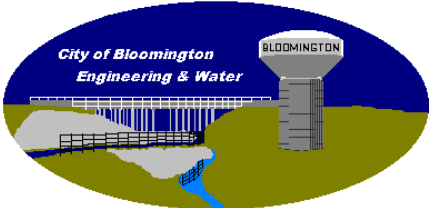
Revised 11/28/2006

Bent School

Walking Route Plan

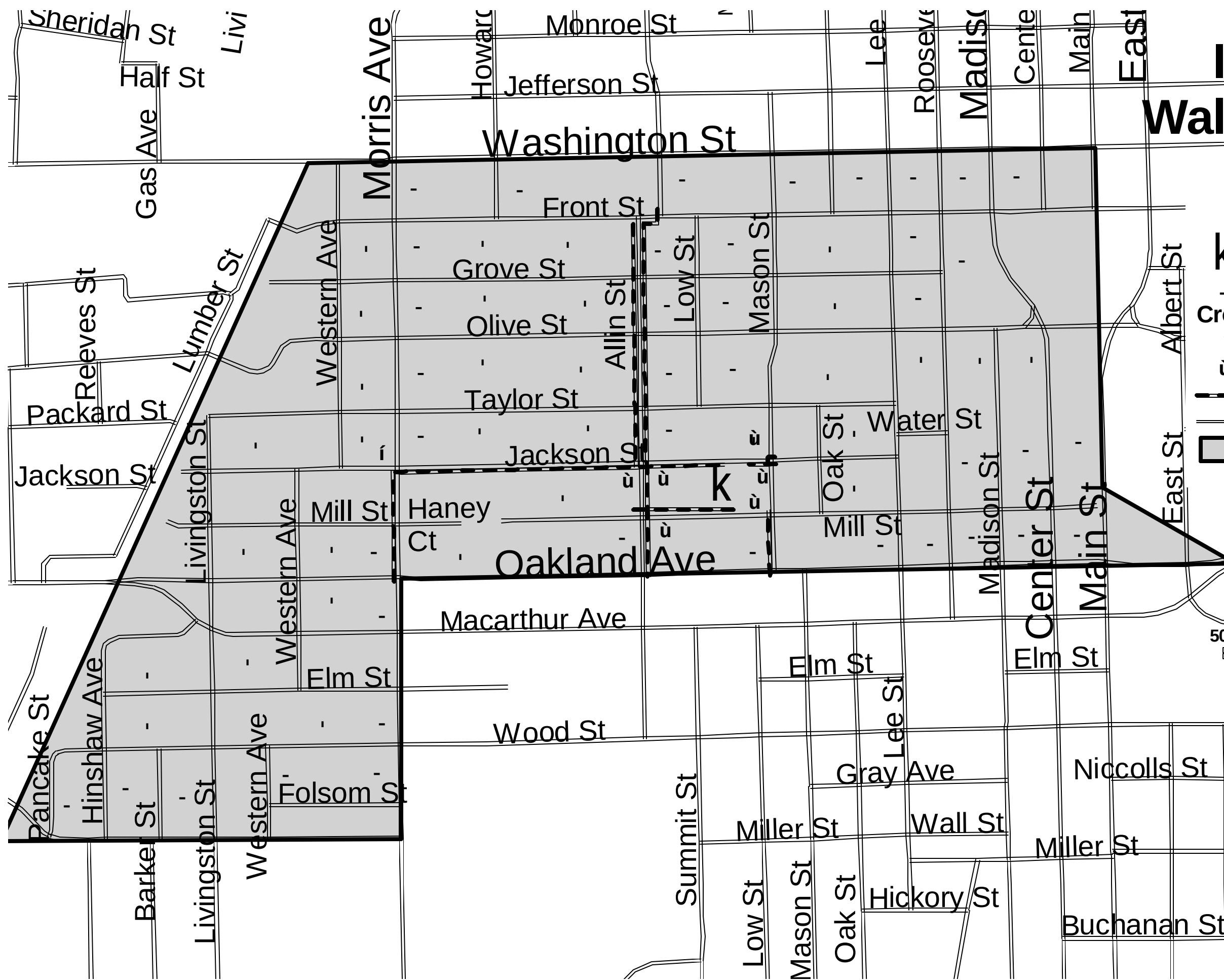


- School Building
- Safe Direction to School
- Crossing Protection
- Safety Patrol
- School Walking Route
- Streets
- School Walking Area Boundary

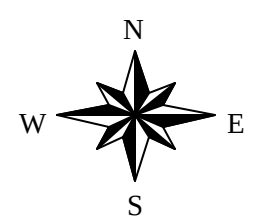


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the McLean County GIS

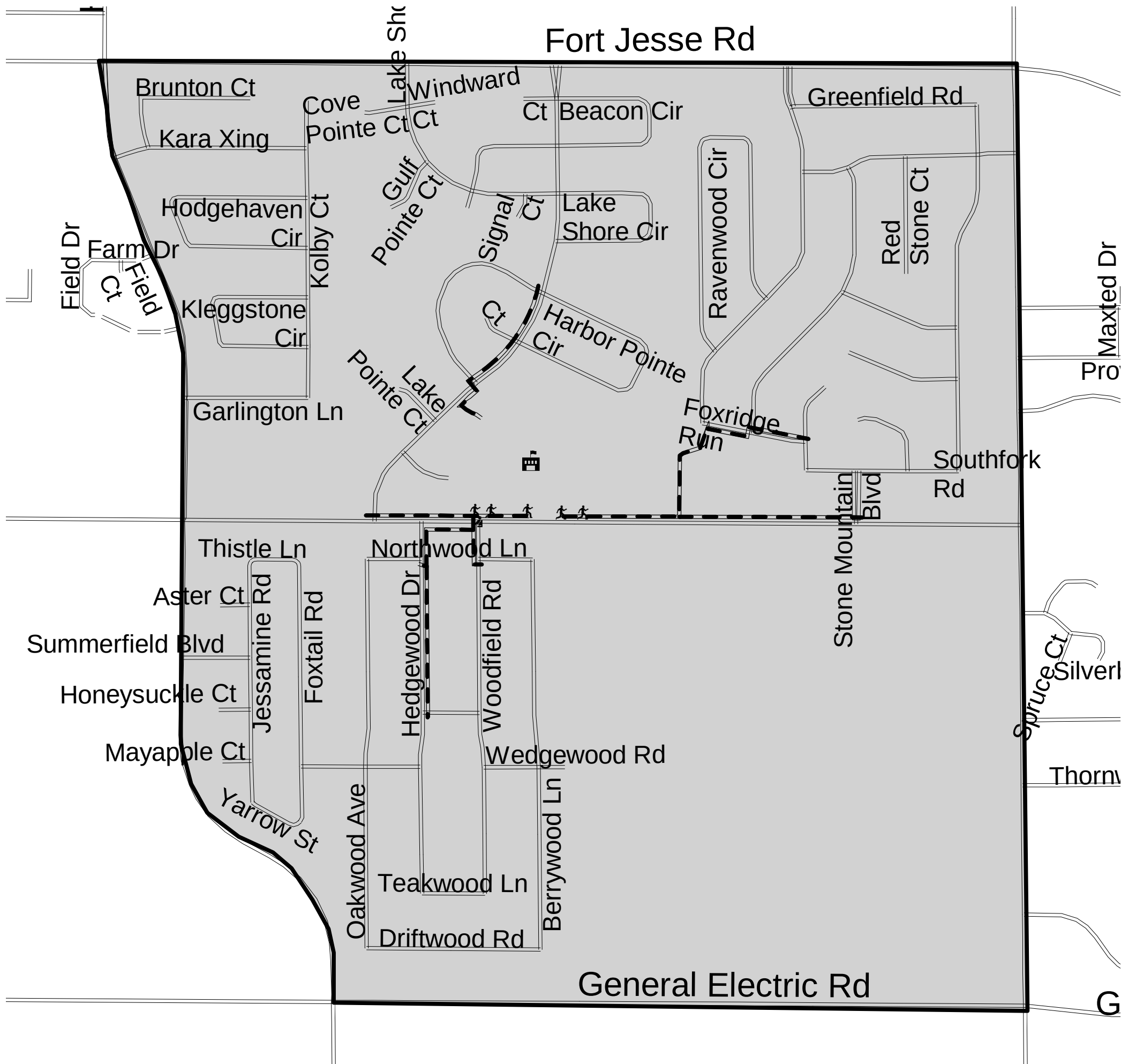
Irving School Walking Route Plan



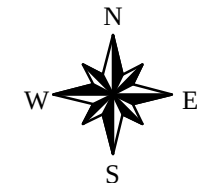
- K** School Building
- Safe Direction to School
- Crossing Protection**
- í** Crossing Guard
- ù** Safety Patrol
- School Walking Route
- Streets
- █** School Walking Area Boundary



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North Pointe School Walking Route Plan



- School Building
- Safe Direction to School
- Crossing Protection
- Crossing Guard
- Safety Patrol
- School Walking Route
- Streets
- School Walking Area Boundary

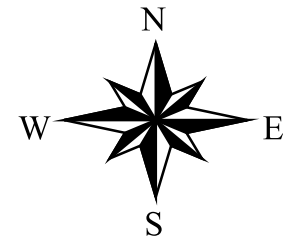
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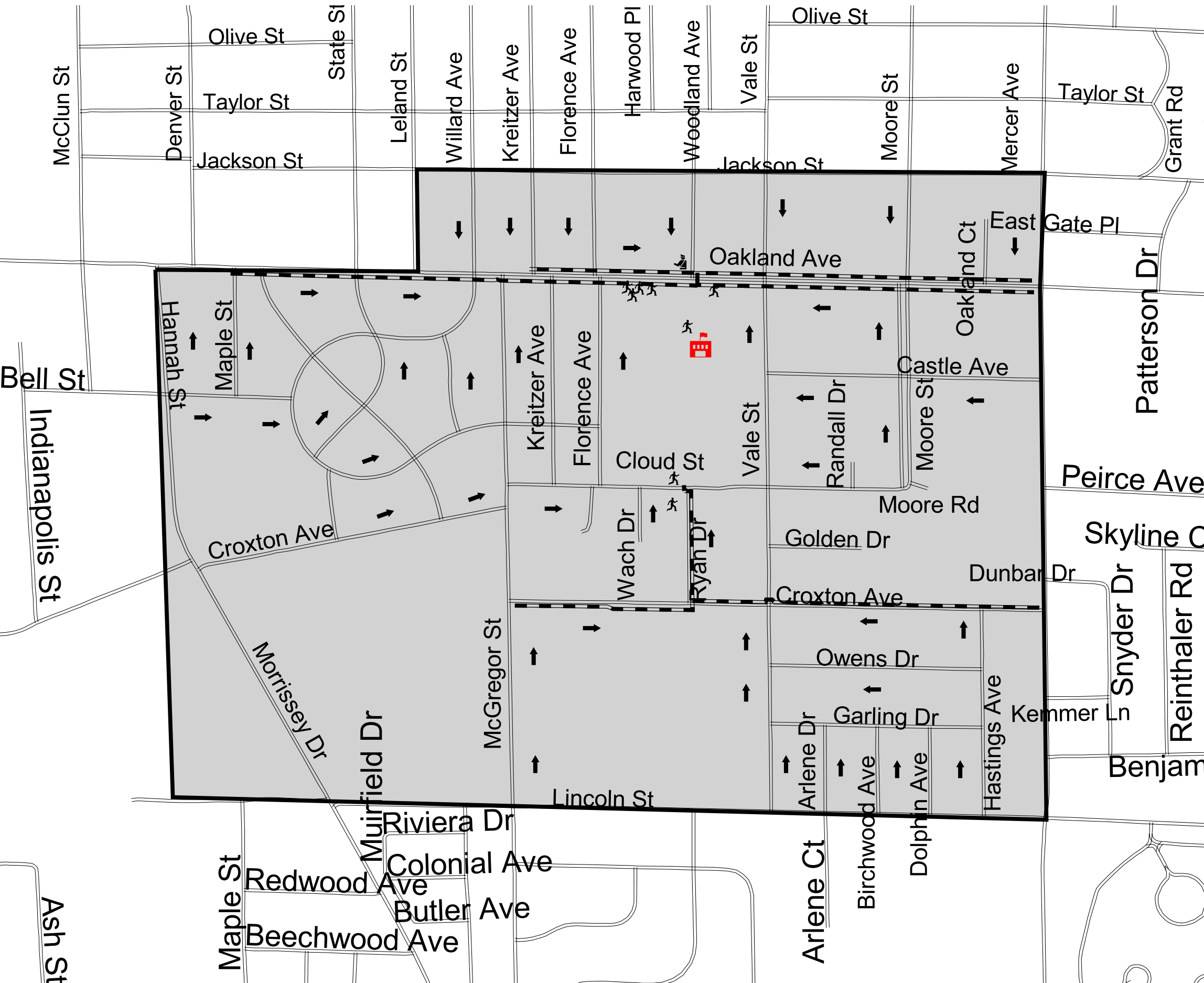
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Engineering Department
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Oakland School Walking Route Plan

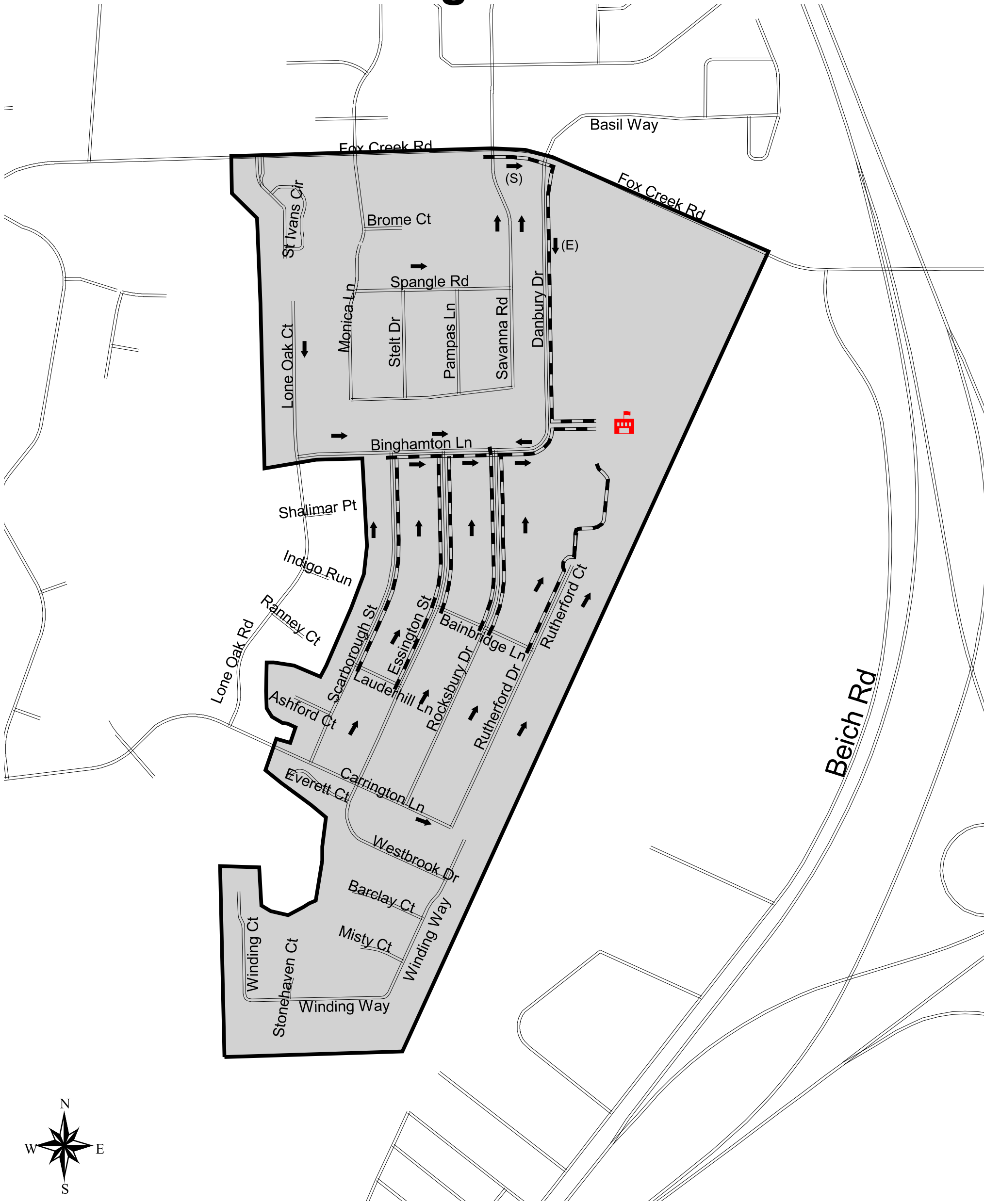
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-  **Safe Direction to School**
- Crossing Protection**
 -  **Crossing Guard**
 -  **Safety Patrol**
-  **School Walking Route**
-  **Streets**
-  **School Walking Area Boundary**



Produced 2/28/2007
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Pepper Ridge School Walking Route Plan



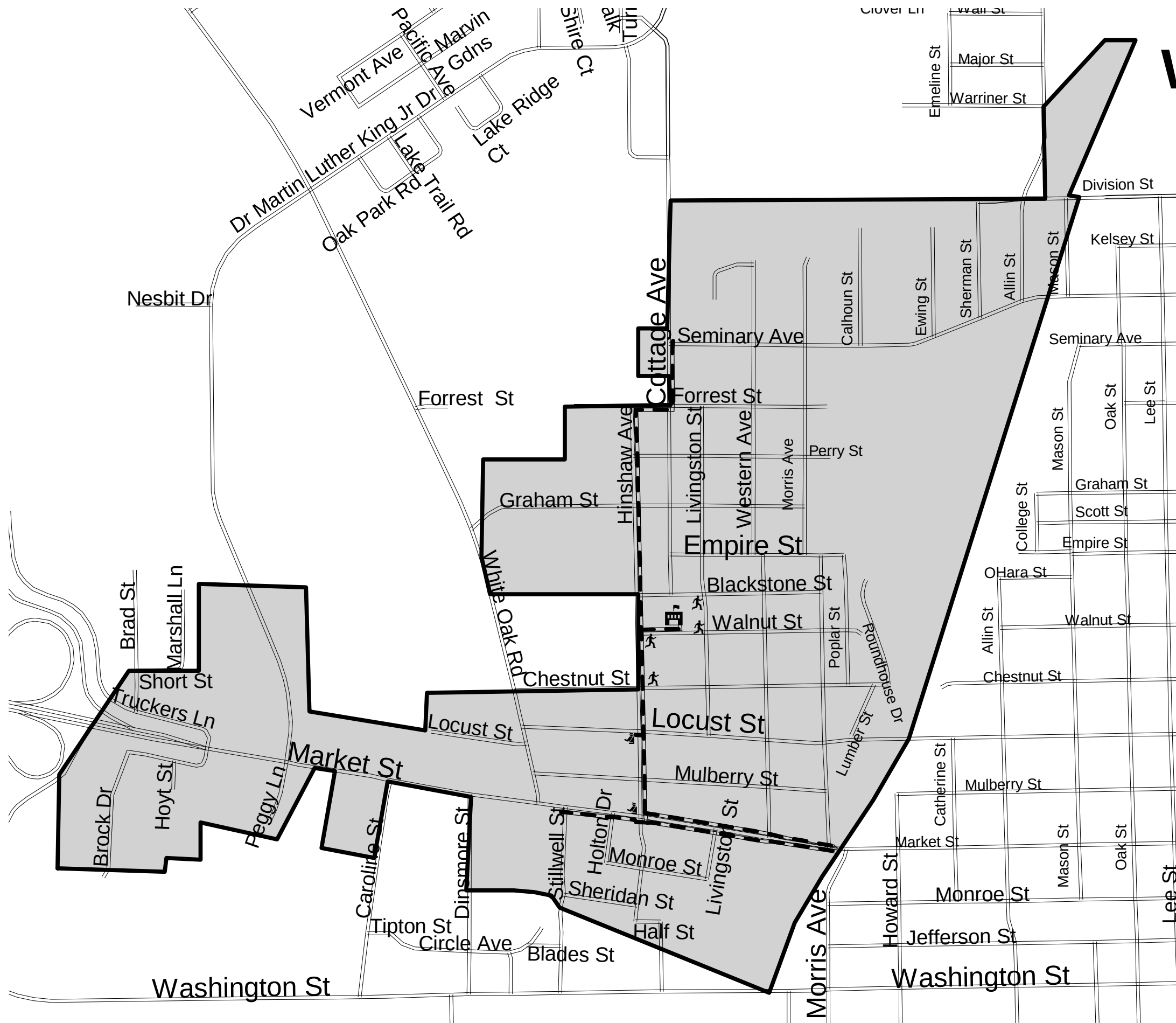
500 0 500 1000 Feet

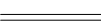


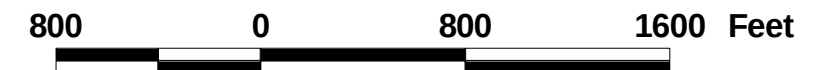
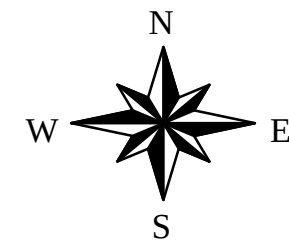
Produced 11/21/06
by the
City of Bloomington
Engineering Department
with Data from
the McLean County GIS

-  **School Building**
-  **Safe Direction to School**
-  **School Walking Route**
-  **Streets**
-  **School Walking Area Boundary**
- (S)** **SAFEST SIDE OF THE STREET TO WALK**
(IF NO SIDE IS INDICATED EITHER SIDE MAY BE USED)

Sheridan School Walking Route Plan

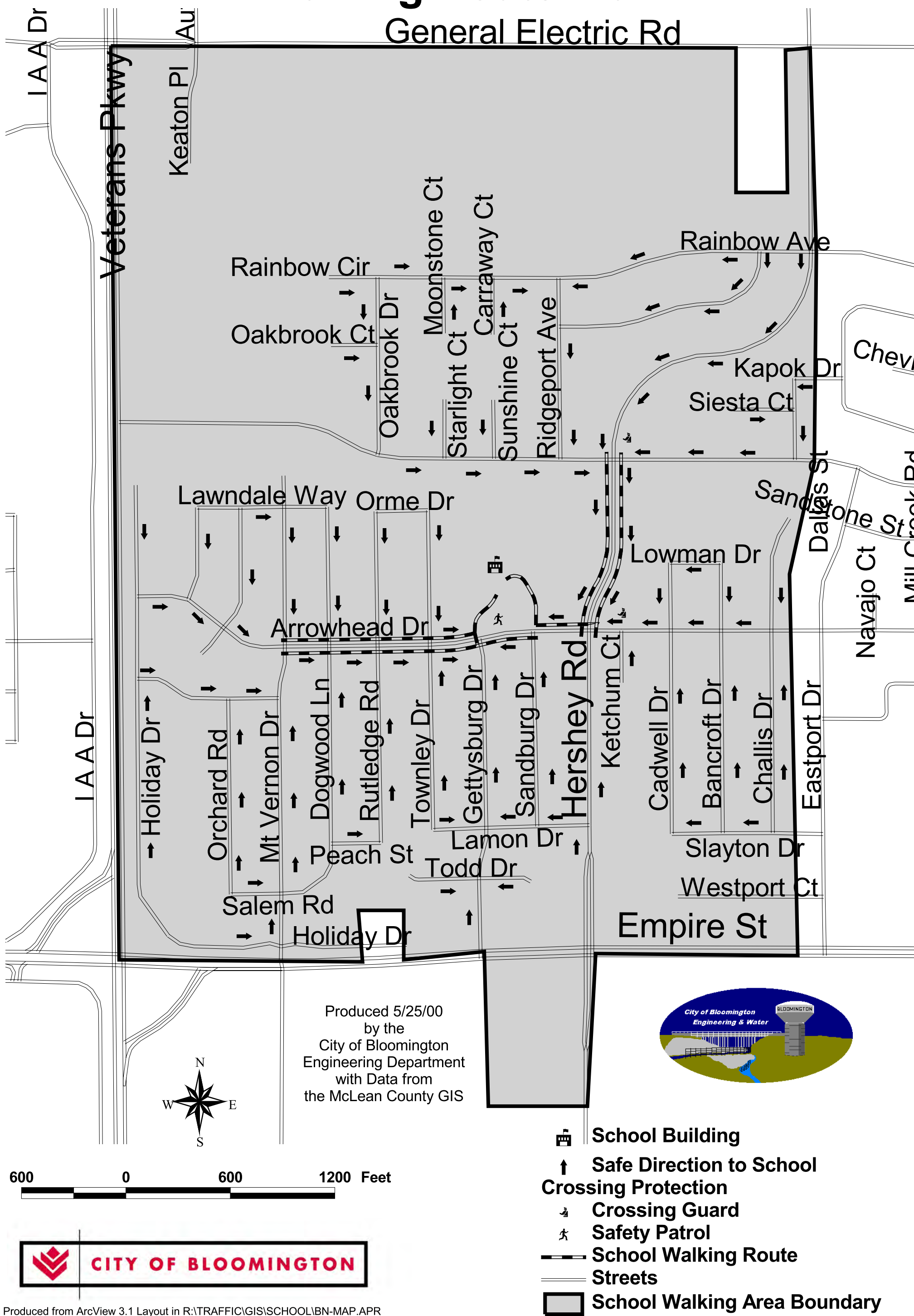


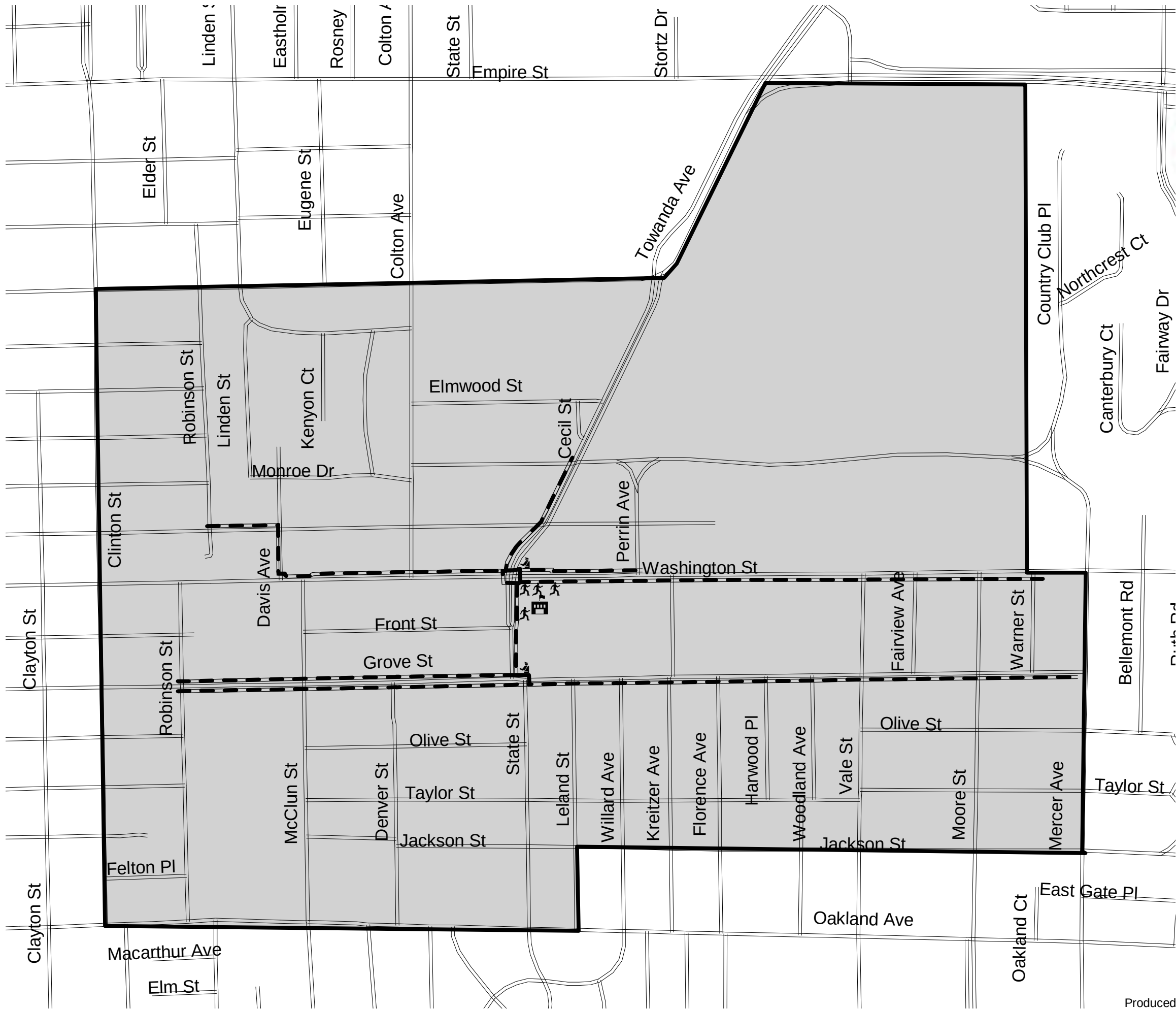
-  **School Building**
- Safe Direction to School**
- Crossing Protection**
-  **Crossing Guard**
-  **Safety Patrol**
-  **School Walking Route**
-  **Streets**
-  **School Walking Area Boundary**



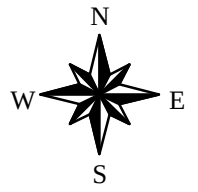
Produced 5/24//00
by the
City of Bloomington
Engineering Department
with Data from
the McLean County GIS

Stevenson School Walking Route Plan





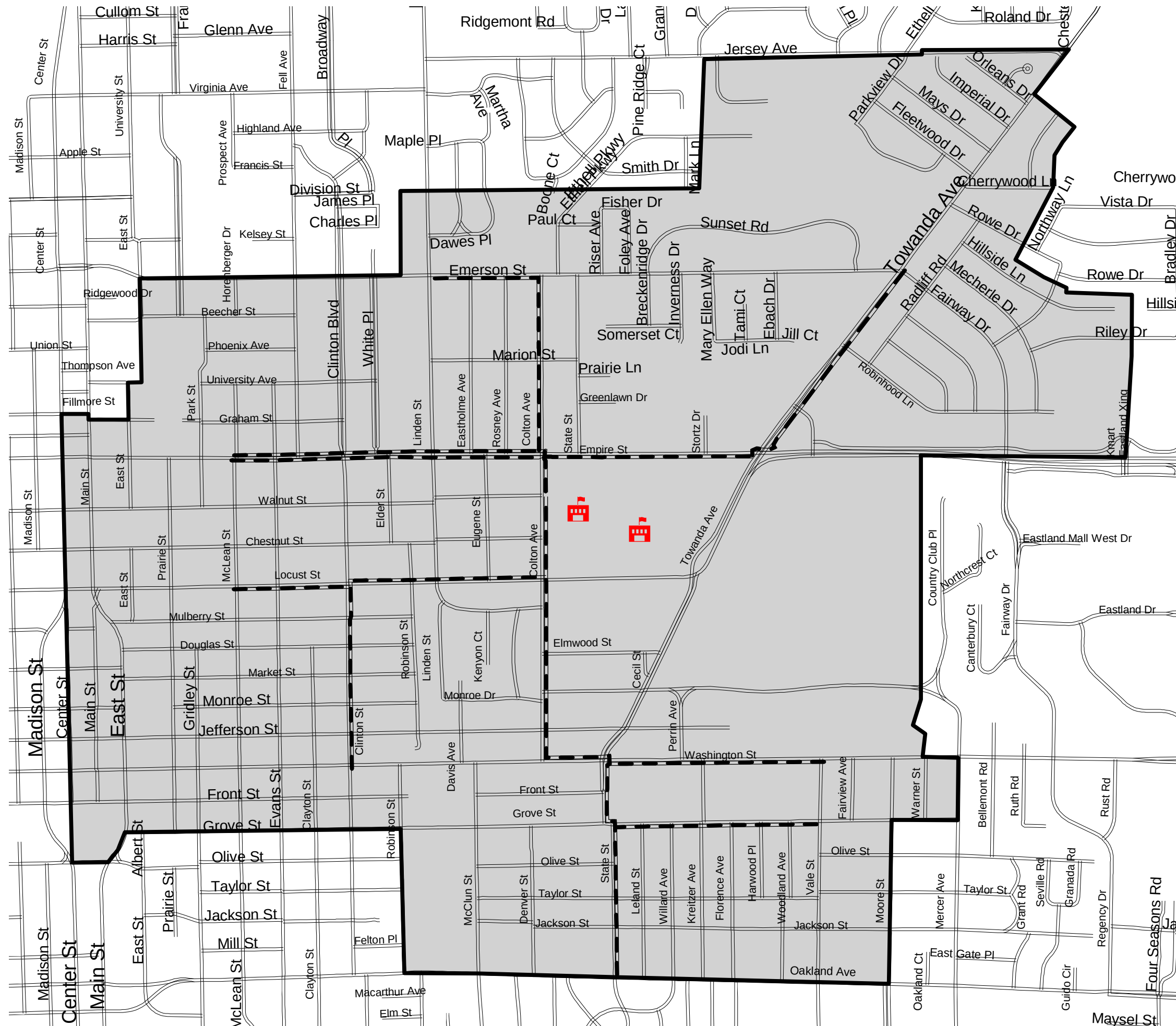
Washington School Walking Route Plan



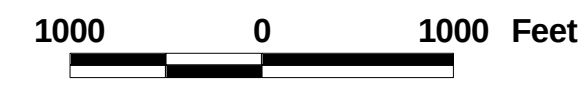
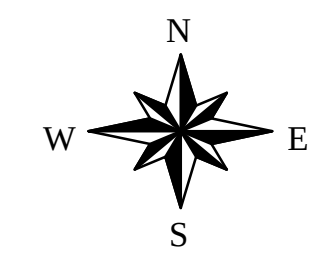
-  School Building
-  Safe Direction to School
-  Crossing Protection
-  Crossing Guard
-  Safety Patrol
-  School Walking Route
-  Streets
-  School Walking Area Boundary



Produced 4/17/01
by the
City of Bloomington
Engineering Department
with Data from
the McLean County GIS



Bloomington High School and Bloomington Junior High School Walking Route Plan



- School Building
- Crossing Protection
- Crossing Guard
- Safety Patrol
- School Walking Route
- Streets
- School Walking Area Boundary

Produced 9/25//07
by the
City of Bloomington
Engineering Department
with Data from
the McLean County GIS



A-4: Carriage Walk Hold Harmless Agreement



 CITY OF
Bloomington **ILLINOIS**
CARRIAGE WALK HOLD HARMLESS

Carriage walks encourage pedestrians to cross the street at mid-block locations instead of at intersections. Mid-block crossings are hazardous to pedestrians because drivers do not anticipate the pedestrians in these locations. Often, drivers cannot see pedestrians due to parked vehicles. Federal, State and City policies or codes require that pedestrian crossings shall be located at street intersections whenever possible. These are the safest location for pedestrians. Carriage walks also place structural stress on City sidewalks and curbs, often leading to damage and tripping hazards.

The property owner of the address shown below hereby requests that the City of Bloomington allow a carriage walk at said address to be installed or remain in place. Property owner hereby indemnifies releases and holds the City of Bloomington, its agents, officials and employees harmless from any legal or equitable liability or duties of any kind which may otherwise result from the existence or use of said carriage walk. The undersigned acknowledges that carriage walks just like driveway aprons are private improvements constructed in the public right-of-way. A permit is required before doing work in the public right-of-way. The cost of installation and maintenance of the carriage walk is the responsibility of the undersigned property owner.

Property Address _____

Property Owner (print) _____

Signature _____

Date _____

EXPLANATION FOR CARRIAGE WALK TO REMAIN IN PLACE



A-5: Tree Planting Permit Tree Removal Permit

**City of Bloomington
Tree Planting Permit**

Request for approval to plant a tree located in the City right-of-way. The individual firm doing the work is responsible for obtaining the permit. Section 5, Ordinance No. 1996-12. Permit is required to plant trees. It shall be unlawful for any person, firm, or corporation to plant any tree located on City property without first obtaining written permission from the City of Bloomington, Parks Maintenance Division.

The city requires **three business days** notice for approval.

Property Owner _____ Phone _____
Address _____
Individual/Firm doing work _____ Phone _____
Address _____

Please mark where trees are to be planted and contact JULIE at 1-800-892-0123 before digging. You will receive a GIS number. If you do not have the number when filling out this form, contact our office at (309) 434-2280 or email us at parkscityblm.org when you receive it. **GIS NUMBER**

Below is a list of trees that are prohibited from being planted in the parkway. Please check before purchasing tree.

Prohibited Species of Street Trees

Abies species (Pine)	Acer negundo (Box Elder)
Acer saccharinum (Silver Maple)	Alnus species (Hickory)
Alnus (Alder)	Betula species (Birch)
Catalpa species (Catalpa)	Elaeagnus argentea (Russian Olive)
Fraxinus species (Ash)	Ginkgo biloba (Ginkgo - female)
Juniperus species (Juniper)	Madia pinnatifida (Cage Orange)
Morus species (Mulberry)	Picea species (Spruce)
Pinus species (Pine)	Plantanus species (Sycamore)
Populus species (Poplar)	Pseudotsuga menziesii (Douglas fir)
Quercus palustris (Pin Oak)	Rubus species (Rosa)
Rhus species (Sumac)	Salix species (Willow)
Sorbus species (Mountain ash)	Taxus species (Yew)
Thuja species (Hemlock)	Ulmus pumila (Silver Elm)
(All scrub type planting material.)	

It is made a condition in granting this permit that the applicant will be responsible for any damage to City property or damage to private owners during performance of work. This also includes damage resulting from work done by applicant's agents or employees. It is further agreed to abide by the rules and regulations and ordinances of the City of Bloomington.

Applicant _____
Parks & Recreation
City of Bloomington

**City of Bloomington
TREE MAINTENANCE/REMOVAL PERMIT**

Date _____ 20____

Request for approval to trim, remove, or do other maintenance work to a tree located in the City right-of-way. The individual firm doing the work is responsible for obtaining the permit. Section 5, Ordinance No. 1996-12. Permit is required to trim, remove, or do other maintenance work to a tree located on City property without first obtaining written permission from the City of Bloomington, Parks Maintenance Division. You can call us at 634-2280 or email us at parkscityblm.org if you have questions.

Free three business days notice for approval. Applicant agrees to clean up all brush and wood, level of stump to 12" below ground level if tree is completely removed.

Property Owner _____ Phone _____
Address _____
Individual/Firm doing work _____ Phone _____

Cost of Insurance Yes ☐ No ☐
Applicant shall carry personal liability and property insurance in the amount of \$100,000 per event, \$300,000 per occurrence and \$25,000 property damage.

Removal ☐ Spraying ☐ Other ☐
If removal, describe _____
Work to be accomplished _____
Where is tree located on property _____
Additional information _____

Approved ☐ Disapproved ☐ Reason _____

Permit Expires _____ 20____

In addition to granting this permit that the applicant will be responsible for any damage to City property or damage to private owners during performance of work. This also includes damage resulting from work done by applicant's agents or employees. Applicant also agrees to keep sidewalks and gutters clear and unobstructed while work is being done. It is further agreed to abide by the rules and regulations and ordinances of the City of Bloomington.

Applicant _____
Parks & Recreation
City of Bloomington

Date _____

City of Bloomington Tree Planting Permit

Request for approval to plant a tree located in the City right-of-way. The individual firm doing the work is responsible for obtaining the permit, **Section 5, Ordinance No. 1986-13**. Permit is required to plant trees. It shall be unlawful for any person, firm, or corporation to plant any tree located on City property without first obtaining written permission from the City of Bloomington, Parks Maintenance Division.

The city requires three business days notice for approval.

Property Owner _____

Address _____ Phone _____

Individual/Firm doing work _____

Address _____ Phone _____

Please mark where trees are to be planted and contact JULIE at 1-800-892-0123 before digging. You will receive a DIG number. If you do not have the number when filling out this form, contact our office at (309) 434-2260 or email us at parks@cityblm.org when you receive it. **DIG NUMBER** _____

Below is a list of trees that are prohibited from being planted in the parkway. Please check before purchasing tree.

Prohibited Species of Street Trees

Abies species (Firs)	Acer negundo (Box Elder)
Acer saccharinum (Silver Maple)	Ailanthus altissima (Tree of Heaven)
Alnus (Alder)	Betula species (Birch)
Catalpa speciosa (Catalpa)	Elaeagnus angustifolia (Russian Olive)
Franxinuss species (Ash)	Ginkgo biloba (Ginkgo - female)
Juniperus species (Junipers)	Maclura pomifera (Osage Orange)
Morus species (Mulberry)	Picea species (Spruces)
Pinus species (Pines)	Plantanus species (Sycamore)
Populus species (Poplars)	Psuedotsuga menziesii (Douglas fir)
Quercus palustris (Pin Oak)	Robinia species (Locust)
Rhus species (Sumac)	Salix species (Willow)
Sorbus species (Mountain ash)	Taxus species (Yews)
Tsuga species (Hemlocks)	Ulmus pumila (Siberian Elm)
(*All scrub type planting material.)	

It is made a condition in granting this permit that the applicant will be responsible for any damage to City property or damage to private owners during performance of work. This also includes damage resulting from work done by applicant's agents or employees. It is further agreed to abide by the rules and regulations and ordinances of the City of Bloomington.

Applicant _____

Parks & Recreation _____
City of Bloomington

Date _____ 20____

City of Bloomington
TREE MAINTENANCE/REMOVAL PERMIT

Request for approval to trim, remove, or do other maintenance work to a tree located in the City right-of-way. The individual firm doing the work is responsible for obtaining the permit, **Section 5, Ordinance No. 1986-13**. Permit is required to trim or remove trees. It shall be unlawful for any person, firm, or corporation to trim, remove, injure or destroy any tree located on City property without first obtaining written permission from the City of Bloomington, Parks Maintenance Division. You can call us at 434-2260 or email us at ***parks@cityblm.org***, if you have questions.

The city requires three business days notice for approval. Applicant agrees to clean up all brush and wood, including removal of stump to **12" below** ground level if tree is completely removed.

Property Owner _____

Address _____ Phone _____

Individual/Firm doing work _____

Address _____ Phone _____

Proof of Insurance Yes ☐ No ☐

The applicant shall carry personal liability and property insurance in the amount of \$100,000 per accident, \$300,000 per occurrence and \$25,000 property damage.

Type of Work

Trimming ☐ Removal ☐ Spraying ☐ Other ☐

If other, describe _____

When is the work to be accomplished _____

Type of Tree _____ Where is tree located on property _____

_____ Additional information _____

Approved ☐ **Disapproved** ☐ **Reason** _____

Permit Expires _____ 20____

It is made a condition in granting this permit that the applicant will be responsible for any damage to City property or damage to private owners during performance of work. This also includes damage resulting from work done by applicant's agents or employees. Applicant also agrees to keep sidewalks and gutters clear and unobstructed from dirt and debris while work is being done. It is further agreed to abide by the rules and regulations and ordinances of the City of Bloomington.

Applicant _____

Parks & Recreation
City of Bloomington _____



A-6: Current City Codes



Chapter 38 of the Bloomington's City Codes discusses sidewalks, streets, and other public ways regulations. Below are some common topics for sidewalks:

- Section 2:** Sidewalks are intended for public use and should be kept free and clear for the public's use.
- Section 17:** It is unlawful for performances and exhibitions to impede passage on sidewalks.
- Section 25:** No one should pile snow, ice, or other waste on any public right-a-way.
- Section 53:** No steps, platforms or other fixtures may be extended into or upon any sidewalk.
- Section 62:** It is unlawful for any person to occupy or encumber any sidewalk.
- Section 65:** No signs or advertisements may be placed on sidewalks.
- Section 69:** No storage of personal property is permitted on sidewalks.
- Section 71:** Every owner or occupant should keep the sidewalk clear of snow, ice, or any other obstruction to maintain safe passage for pedestrians.
- Section 74:** Criteria for snow removal on sidewalks by owner or occupant are given.
- Section 148:** No one is permitted to cut or injure any tree standing on the City's public right-of-way without the consent of the City Forester or the consent of the owner of the property.
- Section 171:** Special assessments for sidewalk improvements are detailed.



FOR COUNCIL: July 14, 2014

SUBJECT: Public Comment at City Council Meetings

RECOMMENDATION/MOTION: 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, three (3) 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 85 on public comment at Committee of the Whole Committee meetings). The proposed ordinance eliminates the different rules in Section 17 and updates the provisions of Section 85 to make them applicable to all regularly scheduled Council meetings, Committee of the Whole meetings and Special Meetings where there is at least one (1) action item on the agenda.

The ordinance provides there will be a fifteen (15) minute public comment period 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 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 Council, the order of speakers shall be decided by random draw.

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, the monthly Committee of the Whole meeting and special meetings of the City Council where at least one potential action item is on the agenda.
- (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 and contact information. If more than five individuals desire to make a public comment, the order of speakers shall be by random draw.
- (c) The public comment portion of the meeting ~~will~~ shall be placed on the agenda after roll call and prior to any action or discussion items,~~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 City Council meeting, 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 City Council 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. The City Clerk may establish written rules to govern this process.

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 14th day of July, 2014.

APPROVED this ____ day of July, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

JULY 14, 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 14, 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 \$8,430,225.59, (Payroll total \$4,348,103.56, and Accounts Payable total \$4,082,122.03).

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 14, 2014

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
6/26/2014	\$ 1,294,047.62	\$ 319,914.13	\$ 1,613,961.75
6/27/2014	\$ 270,163.69	\$ 81,928.69	\$ 352,092.38
7/3/2014	\$ 266,846.20	\$ 81,911.14	\$ 348,757.34
7/10/2014	\$ 1,347,552.96	\$ 328,395.33	\$ 1,675,948.29
7/11/2014	\$ 272,620.63	\$ 83,769.70	\$ 356,390.33
7/3/2014	\$ 858.75	\$ 94.72	\$ 953.47
Off Cycle Adjustments			
PAYROLL GRAND TOTAL			\$ 4,348,103.56

ACCOUNTS PAYABLE

Date	Bank	Total
7/14/2014	AP General	\$ 3,836,970.88
	AP BCPA	
7/14/2014	AP Comm Devel	\$ 26,538.25
	AP IHDA	
7/14/2014	AP Library	\$ 55,092.56
	AP MFT	
6/28/2014-7/08/2014	Off Cycle Check Runs	\$ 163,520.34
AP GRAND TOTAL		\$ 4,082,122.03

PCARD

PCARD GRAND TOTAL

WIRES

Date	Total
	\$ -
WIRE GRAND TOTAL	

TOTAL	\$ 8,430,225.59
--------------	------------------------

Respectfully,

Patti-Lynn Silva
Director of Finance



ADDENDUM II

BLOOMINGTON CITY COUNCIL AGENDA

JULY 14, 2014

REMOVED FROM CONSENT AGENDA

- Item 7O. Application of Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, requesting an EAS liquor license. (Recommend that an EAS liquor license for Smith Family Enterprises, Ltd., d/b/a The Lincoln Springs Center, located at 1611 S. Morrissey Dr., Unit 1, be created, contingent upon compliance with all applicable health and safety codes.) *Removed from Agenda per applicant request and rescheduled for August 11, 2014.*

REMOVED FROM REGULAR AGENDA

- Item 8E. Text Amendment to Chapter 2. Administration, regarding Public Comment at Meetings. (Recommend that the Ordinance be passed.) *Rescheduled for July 28, 2014.*