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

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

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

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

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

B. **Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.)**

C. **Payment to State of Illinois in Excess of the Estimated Amount Approved in the Amount of $323,285.19 for FAP Route 704, (I-55 BUS – Veterans Pkwy.), State Section (1)N & TS-1, City MFT Section 81-00230-00-PV and Change Order in the Amount of $135,527.46. (Recommend that the Final Payment to the State of Illinois Treasurer in the amount of $323,285.19 and Change Order in the Amount of $135, 527.46 be approved, and the Resolution adopted.)**

D. **Final Payment to State of Illinois in the Amount of $175,447.38 for the Constitution Trail (Grove to Croxton), Illinois Project HPP-4070/001/000, City Section 05-00333-00-BT, and Approval of a Change Order to Pay an Additional $24,001.94. (Recommend that the Final Payment to the State of Illinois Treasurer in the amount of $175,447.38 and Change Order in the amount of $24,001.94 be approved, and the Resolution adopted.)**

E. **Ratification of Agreement with Police Benevolent Labor Committee Telecommunicators for the period of May 1, 2014 through April 30, 2016. (Recommend that the Agreement with Police Benevolent Labor Committee Telecommunicators be ratified, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

F. **Intergovernmental Agreement with Evergreen Memorial Cemetery. (Recommend that the Intergovernmental Agreement with Evergreen Memorial Cemetery be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

G. **Government Center: Operation & Maintenance Costs/ Attachment No. 13. (Recommend that Attachment Number 13 to the Amendment to the Lease and Operation and Maintenance Agreement for the City and County Office Building be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

H. **Suspension of Ordinances to Allow Consumption of Alcohol at Davis Lodge on January 31, 2015. (Recommend that the Ordinance be passed.)**

I. **Water Main Extension from Doyte and Carolyn Burton for Property Located at 2107 W. Washington St. (Recommend that the Agreement with Doyte and Carolyn Burton for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

J. **Water Main Extension from Roy Whittinghill for Property Located at 2113 W. Washington St. (Recommend that the Agreement with Roy Whittinghill for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

K. **Water Main Extension from John Thomas for Property Located at 2117 W. Washington St. (Recommend that the Agreement with John Thomas for a**

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

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

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

8. "Regular Agenda"

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

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

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session - cite section

13. Adjournment

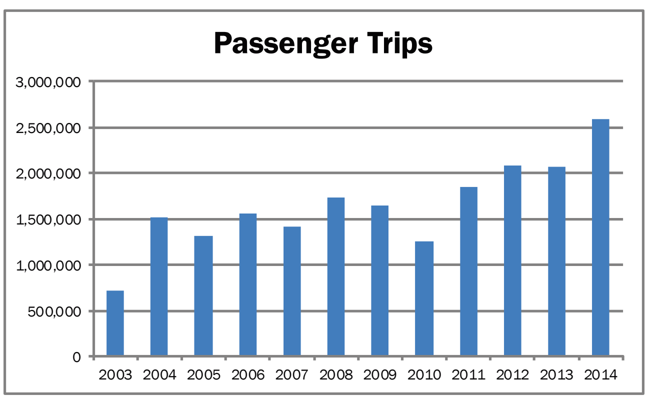
14. Notes

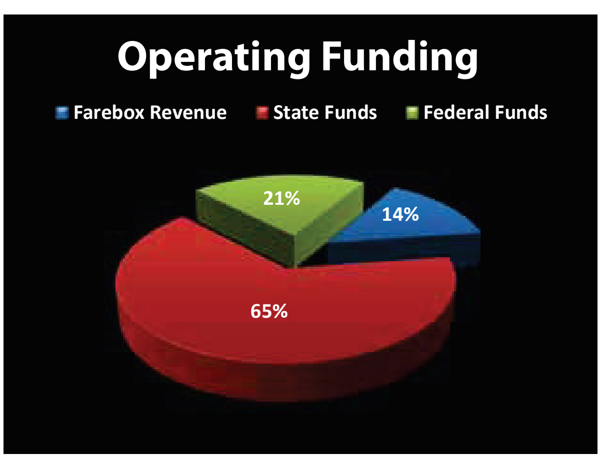
UPDATE/JAN 2015

VISION To be the reliable and safe transportation connecting communities

ORIGINS

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





PERFORMANCE FY2014

GENERAL

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

FIXED ROUTE

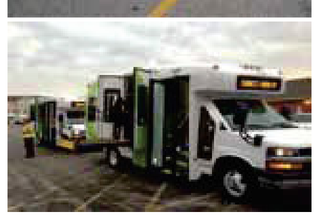
Passenger Trips	2,521,963
Total Revenue Miles	1,270,497
Total Revenue Hours	91,297

DEMAND RESPONSE

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

NOTABLE ACHIEVEMENTS

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



CONTACT

Connect Transit
351 Wylie Drive
Normal, IL 61761
connect-transit.com

Andrew Johnson
General Manager
309.829.1123
ajohnson@connect-transit.com

Item 6D.

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

Presentation Document Distributed Via Addendum

FOR COUNCIL: January 26, 2015

SUBJECT: Council Proceedings of January 12, 2015

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for January 12, 2015

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

Motion: ______________________________ Seconded by: ______________________________

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

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

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

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

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

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

Aldermen Absent: Judy Stearns and Scott Black.

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

Staff Absent: Tracey Covert, City Clerk.

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

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

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

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

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

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

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

The following was presented:

Introduction of Laurel Schumacher, Citizens Beautification Committee.

Mayor Renner recognized Ms. Schumacher.

The following was presented:

Introduction of John Hanson, Airport Authority Board.

Mayor Renner recognized Mr. Hanson.

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

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on January 8, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Hauman, seconded by Alderman Lower that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: Recommend that the Appointment be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

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

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

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

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Beth Oakley, Executive Asst.

Recommended by:

Tari Renner
Mayor

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

BACKGROUND: The Evergreen Lake Spillway Bridge Superstructure Replacement Project was awarded by Council to Stark Excavating, Inc. on October 27, 2014. To date Stark has removed the old deck and both pier caps, and will now begin performing concrete repairs on the abutments and replacement of the pier caps. All work is scheduled for completion by May 15, 2015. Engineering Technician personnel are performing daily construction observation duties, however, the upcoming concrete repair work requires structural engineering expertise to identify what areas need to be repaired. Hanson Professional Services prepared the construction plans for this project and have Licensed Structural Engineering personnel experienced in performing the needed work.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by:	Greg Kallevig, PE, CFM, Project Engineer
Reviewed by:	Brett Lueschen, Interim Director of Water Steve Rasmussen, Asst. City Manager
Financial & budgetary review by:	Carla A. Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2015 -

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

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

1. That the bidding process be waived and the Procurement Manager be authorized to Purchase Engineering Services for Construction Inspection from Hanson Professional Services, Inc. at a cost not to exceed of $14,200.

ADOPTED this 12th day of January, 2015.

APPROVED this 13th day of January, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with McLean County for 2015 Booking Services

RECOMMENDATION/MOTION: Recommend that the Intergovernmental Agreement with McLean County Sheriff's Department for 2015 Booking Services be renewed, in the amount of $25,572, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: For several years an intergovernmental agreement has been in effect between the City and McLean County Sheriff's Department for retention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Hauman, seconded by Alderman Lower that the Intergovernmental Agreement with McLean County Sheriff's Department for 2015 Booking Services be renewed, in the amount of $25,572, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Motion carried.

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

RECOMMENDATION/MOTION: Recommend that the Third (3rd) Tolling Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

THIRD TOLLING AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The "Effective Date" shall mean the date of April 14, 2014.

2. The "Termination Date" shall mean the date of June 12, 2015.

3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.

4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.

5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014 and/or the extension date within the original Tolling Agreement of October 14, 2014 or Second (2^{nd}) Tolling Agreement of January 13, 2015.

6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of

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

City of Bloomington, Illinois,
A Municipal Corporation

By: Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

David Fedor, as Trustee

EXHIBIT A

FOURTH AMENDMENT TO ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

City of Bloomington, Illinois,
A Municipal Corporation

By: Tari Renner
Mayor

ATTEST:

Tracey Covert, City Clerk

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

Motion by Alderman Hauman, seconded by Alderman Lower that the Third (3rd) Tolling Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement with New World Systems for Standard Software Maintenance

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Darren R. Wolf, Communications Center Manager

Reviewed by: Kenneth Bays, Asst. Chief of Police

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

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

Recommended by:

David A. Hales
City Manager

Motion by Alderman Hauman, seconded by Alderman Lower that the three (3) year Agreement with New World Systems for a Standard Software Maintenance Agreement in the amount of $318,615 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, and Fruin.
Nays: None.

Motion carried.

The following was presented:

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

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

<u>STRATEGIC PLAN LINK:</u> Goal 1. Financially sound City providing quality basic services.

<u>STRATEGIC PLAN SIGNIFICANCE:</u> Objective 1d. City services delivered in the most cost effective, efficient manner.

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

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

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

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

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

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

Current City Hosted Solution:

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

Proposed T2 Hosted Solution:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

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

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

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: Recommend that the Ordinance be passed.

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

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

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

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

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

Motion carried, (viva voce).

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the December 9, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Reviewed by:	Debbie Bohannon, Parks, Recreation, & Cultural Arts Office Manager

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2015 - 1

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

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

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

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

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

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

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

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

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

PASSED this 12th day of January.

APPROVED this 13th day of January.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: Recommend that the Ordinance be passed.

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

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

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

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

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

Motion carried, (viva voce).

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

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Reviewed by: Debbie Bohannon, Parks, Recreation, & Cultural Arts Office Manager

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2015 - 2

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

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

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

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

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

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

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

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

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

PASSED this 12th day of January.

APPROVED this 13th day of January.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

The Mayor directed the clerk to call the roll which resulted in the following:
Ayes: Aldermen Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, and Fruin.

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

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

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

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by:	Ryan L. Otto, P.E., Project Engineer
Reviewed by:	Jim Karch, PE, CFM, Director of Public Works Steve Rasmussen, Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

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

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Twelfth Addition to Hawthorne Commercial Subdivision;

3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

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

Respectfully submitted,

By: Larry Bielfeldt
Owner

ORDINANCE NO. 2015 - 3

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

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

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

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

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

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

1. That the Final Plat of the Twelfth Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.

2. That this Ordinance shall be in full force and effective as of the time of its passage this 12th day of January, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Legal Description

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

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by:	Ryan L. Otto, P.E., Project Engineer
Reviewed by:	Jim Karch, PE, CFM, Director of Public Works Steve Rasmussen, Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

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

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Third Addition to Sapphire Lake Subdivision

3. That your petitioner also seeks approval of the following exemptions variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none.

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

Respectfully submitted,

By: Larry Bielfeldt
Owner

ORDINANCE NO. 2015 - 4

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

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

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

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

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

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

1. That the Final Plat of the Third Addition to Sapphire Lake Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.

2. That this Ordinance shall be in full force and effective as of the time of its passage this 12th day of January, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
DESCRIPTION OF PROPERTY

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

PIN 15 – 31 – 256 - 004

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

Reviewed by:	Sue McLaughlin, ICMA-CM, Interim Asst. City Manager Robert Moews, Superintendent of Parks
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

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

RECOMMENDATION/MOTION: Recommend that the Sewer and Storm Water Rate and Impact Fee Study be awarded to Raftelis Financial Consultants in the amount of $76,970 and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities and Goal 5. Great Place-Livable, Sustainable City.

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

BACKGROUND: The Finance, Public Works, and Water Departments have participated in a Request for Qualifications for a Sewer and Storm Water rate and impact fee analysis/study.

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

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

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

FEE INFORMATION

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

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

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

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

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

Respectfully submitted for Council consideration.

Prepared by:	Stephen Arney, Public Works Administration
Reviewed by:	Jim Karch, PE CFM, Director of Public Works Steve Rasmussen, Asst. City Manager
Financial & Budgetary review by:	Carla A. Murillo, Budget Manager Patti-Lynn Silva, Finance Director
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Mwilambwe cited concerns with hiring Raftelis Financial Consultants.

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

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

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

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

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

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

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

Alderman Lower questioned Staff providing a basic recommendation.

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

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

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

Motion by Alderman Sage, seconded by Alderman Hauman that the Sewer and Storm Water Rate and Impact Fee Study be awarded to Raftelis Financial Consultants in the amount of $76,970 and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

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

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

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

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

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

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

Motion carried, (viva voce).

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

FINANCIAL IMPACT: None. License fee waived.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

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

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by:	Kevin Kothe, City Engineer
Reviewed by:	Jim Karch, PE CFM, Director of Public Works Tom Dabareiner, Director of Community Development Steve Rasmussen, Asst. City Manager
Financial & budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Angela Fyans-Jimenez, Deputy Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

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

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Motion carried.

Renee Gooderham
Chief Deputy Clerk

FOR COUNCIL: January 26, 2015

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on January 8, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

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

Recommended by:

David A. Hales
City Manager

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

Motion: ______________________ Seconded by: ______________________

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

FOR COUNCIL: January 26, 2015

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

RECOMMENDATION/MOTION: Recommend that the Final Payment to the State of Illinois Treasurer in the amount of $323,285.19 and Change Order in the Amount of $135,527.46 be approved, and the Resolution adopted.

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

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

BACKGROUND: The Council approved a City/State Agreement on November 8, 2010 with the Illinois Department of Transportation, (IDOT), acting on behalf of the State of Illinois for FAP Route 704, (I-55 BUS – Veterans Pkwy.), State Section (1)N & TS-1, City MFT Section 81-00230-00-PV, commonly known as the intersection of Veterans Pkwy. and Morris Ave., (and also the intersections of Morris Ave. and Six Points Rd., and Veterans Pkwy. and Greenwood Ave.).

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

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

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

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

Respectfully submitted for Council consideration.

Prepared by:	Greg Kallevig, Project Engineer
Reviewed by:	Jim Karch, PE, CFM, Director of Public Works Brett Lueschen, Interim Water Director
Reviewed by:	Steve Rasmussen, Asst. City Manager
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Carla A. Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

Motion: ______________________ Seconded by: ______________________

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

RESOLUTION NO. 2015 -

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

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

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

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

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

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

ADOPTED this 26th day of January, 2015.

APPROVED this ____________ day of January, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

AUTHORIZATION FOR PAYMENT OF APPROVED CONTRACTS

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

CONTRACT AMOUNT: $794,758.00

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

DATE CONTRACT APPROVED BY COUNCIL: 11/22/2010

COMPLETION DATE:

PREPARED BY : Maria Basalay

DEPARTMENT: Public Works

PAYMENT RECORD OF CONTRACT

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

CHANGE ORDERS/COMMENTS: IDOT Job Number ; Contract Number

1/26/2015 $135,527.46 (change order amount) Water

AMOUNT TO BE APPROVED BY COUNCIL: $323,285.19

Partial or **Final** — Final

VENDOR # 95

CHECK PAYABLE TO :

Treasurer, State of Illinois
Illinois Department of Transportation
Room 322, Harry R. Hanley Building
2300 So. Dirksen Parkway
Springfield, IL 62764

Illinois Department of Transportation

Invoice

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

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

EXPLANATION OF CHARGES

PAY FROM THIS INVOICE

AMOUNT

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

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

FINAL CITY SHARE:

L05EL01 0021 TOTAL $214,450.49 @ 10%	$21,445.05
L05EL02 0021 TOTAL $217,878.92 @ 20.00%	$43,575.78
L05EL03 0021 TOTAL $104,952.03 @ 7.00%	$7,346.64
07A0L01 0021 TOTAL $38,737.54 @ 100%	$38,737.54
07A0L01 0038 TOTAL $67,000.10 @ 20.00%	$13,400.02
07A0L01 0043 TOTAL $30,762.25 @ 100%	$30,762.25
SUB-TOTAL OF $155,267.28 @ 15.00% ENGINEERING	$23,290.09
07A0L02 0043 TOTAL $671,854.96 @ 100%	$671,854.96
SUB-TOTAL OF $671,854.96 @ 10.00% ENGINEERING	$67,185.50
LESS PREVIOUS PAYMENTS OF	($594,312.64)
Payment Due Date 01/15/2015 **TOTAL DUE**	$323,285.19

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

Pg 1 of 2

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

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

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

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CONTRACTOR INVOICE

DOC ID: 0000 000000000

DOT VENDOR: C56720

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

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

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

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

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

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

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

ZERO PAYMENT

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

FINAL ESTIMATE 28 TOTAL $ 0.00

****
* F I L E C O P Y *
****

FOR COUNCIL: January 26, 2015

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

RECOMMENDATION/MOTION: Recommend that the Final Payment to the State of Illinois Treasurer in the amount of $175,447.38 and Change Order in the amount of $24,001.94 be approved, and the Resolution adopted.

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

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

BACKGROUND: The Council approved a City/State Agreement on April 27, 2009 with the Illinois Department of Transportation (IDOT), acting on behalf of the State of Illinois for administration of a Federal grant to construct Constitution Trail (Grove to Croxton), Illinois Project HPP-4070/001/000, City Section 05-00333-00-BT.

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

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

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

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

Respectfully submitted for Council consideration.

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

Motion: ____________________ Seconded by: ____________________

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

RESOLUTION NO. 2015 -

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

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

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

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

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

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

ADOPTED this 26th day of January, 2015.

APPROVED this ____________ day of January, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Illinois Department of Transportation

Invoice

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

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

EXPLANATION OF CHARGES **PAY FROM THIS INVOICE**

AMOUNT

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

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

FINAL CITY SHARE:

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

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

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

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

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12/09/14 15:24:56

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
CONTRACTOR INVOICE

DOC ID: 0000 000000000

DOT VENDOR: C56720

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

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

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

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

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

FAS-ID	CONTRACT AWARDED AMT	ADDITIONS	DEDUCTIONS	TOTAL ADJUSTED CONTRACT VALUE	TOTAL AMOUNT DUE TO DATE
HY20K01	250,000.00	3,231.80	4,442.00	248,789.80	248,789.80
LY20K01	1168,778.00	77,627.97	122,920.58	1123,485.39	1,123,485.39
07C0K01	120,486.00	39,220.94	5,705.00	154,001.94	154,001.94
TOTAL	1539,264.00	120,080.71	133,067.58	1526,277.13	1,526,277.13

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

ZERO PAYMENT CREDIT AMOUNT

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

FINAL ESTIMATE 14 TOTAL $ -265.52

*** FILE COPY ***

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12:09:14 15:37:06

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

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

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

SUBJOB: FAS-ID: HY20K01 COUNTY: 113 CONST/SFTY: Y047

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

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

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

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

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

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	AWARDED QUANTITY	ADDED QUANTITY	DEDUCTED QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	ADJUSTED TOTAL PRICE
FRC00301	ASPHALT MILLING	DOLLAR		3,762.970		3,762.970	1.0000	3,762.97
FRC00302	UNDERCUT FOR BLK RET W	DOLLAR		780.400		780.400	1.0000	780.40
FRC00303	GRADE YARDS AT 610-612	DOLLAR		5,517.130	68.170	5,448.960	1.0000	5,448.96
FRC00304	PIPE INSTALL AT TAYLOR	DOLLAR		464.880	7.020	457.860	1.0000	457.86
FRC00305	HAUL & PLACE TOPSOIL	DOLLAR		12,869.620	180.010	12,689.610	1.0000	12,689.61
FRC00306	GRADE AT TAY/ROB & POW	DOLLAR		983.330		983.330	1.0000	983.33
FRC00307	RELOC INLET STA 107+00	DOLLAR		1,270.990		1,270.990	1.0000	1,270.99
XX002118	STORM SEW D I 12	FOOT	860.000		21.000	839.000	60.0000	50,340.00
XX005790	REC SAN S LAT 6	EACH	6.000			6.000	1,775.0000	10,650.00
XX007998	INLETS, TH T50 F & G	EACH	7.000			7.000	1,300.0000	9,100.00
XX007999	SAN MH W/ T1 F AND G	EACH	3.000			3.000	4,200.0000	12,600.00
XX008000	D I SAN SEWER 12	FOOT	400.000		2.000	398.000	80.0000	31,840.00
XX104100	CONN EX MANHOLE	EACH	3.000		1.000	2.000	1,100.0000	2,200.00
X0322923	SEGMENT CONC BLK WALL	SQ FT	2,375.000			2,375.000	44.0000	104,500.00
X0632001	CLEAR PROT CTG F/CONC	SQ FT	4,286.000		742.000	3,544.000	5.5000	19,492.00
X9500100	FENCE REM & REPL	FOOT		130.000		130.000	35.0000	4,550.00
X9500500	FURNISH TOPSOIL	CU YD		238.210		238.210	35.0000	8,337.35
X9500501	CHAIN LINK FENCE GATE	EACH		2.000		2.000	3,500.0000	7,000.00
Z0010615	CLEAN EX INLETS	EACH	1.000			1.000	275.0000	275.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000			1.000	13,500.0000	13,500.00

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

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

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

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

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

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

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

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

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

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

BCMS057:DTGB22TS:BCMROTS
12:09:14 15:37:06

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

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
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PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	AWARDED QUANTITY	ADDED QUANTITY	DEDUCTED QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	ADJUSTED TOTAL PRICE
60238710	INLETS TA W/SPL GRATE	EACH	1.000	1.000		2.000	1,000.0000	2,000.00
60240210	INLETS TB T1F OL	EACH	1.000			1.000	1,000.0000	1,000.00
60240301	INLETS TB T8G	EACH	1.000			1.000	1,000.0000	1,000.00
60255500	MAN ADJUST	EACH	6.000		4.000	2.000	350.0000	700.00
60257600	MAN ADJ F&G SPL	EACH	1.000		1.000		550.0000	
60266600	VALVE BOX ADJ	EACH	3.000		2.000	1.000	250.0000	250.00
60500060	REMOV INLETS	EACH	1.000			1.000	225.0000	225.00
60500070	REMOV MAN - MAIN FLOW	EACH	1.000	1.000		2.000	1,200.0000	2,400.00
60500090	REM INLET- MAIN FLOW	EACH	1.000			1.000	1,000.0000	1,000.00
60602400	CONC GUTTER SPL	FOOT	250.000	9.000		259.000	32.0000	8,288.00
60602800	CONC GUTTER TB	FOOT	585.000		69.500	515.500	29.0000	14,949.50
60603300	GUTTER OUTLET	EACH	4.000			4.000	500.0000	2,000.00
60604400	COMB CC&G TB6.18	FOOT	65.000		23.000	42.000	36.0000	1,512.00
60606800	COMB CC&G TB9.18	FOOT	1,455.000		48.000	1,407.000	20.0000	28,140.00
66400105	CH LK FENCE 4	FOOT	20.000		20.000		60.0000	
66400505	CH LK FENCE 8	FOOT	285.000		285.000		32.0000	
66400555	CH LK FENCE 5 SPL	FOOT	485.000		5.500	479.500	23.0000	11,028.50
66400560	CH LK FENCE 6 SPL	FOOT		136.900	136.900		22.0000	
67100100	MOBILIZATION	L SUM	1.000			1.000	86,250.0000	86,250.00
70103700	TRAF CONT COMPL	L SUM	1.000			1.000	6,000.0000	6,000.00

ILLINOIS DEPARTMENT OF TRANSPORTATION
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STATE JOB: C-95-325-07

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

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	AWARDED QUANTITY	ADDED QUANTITY	DEDUCTED QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	ADJUSTED TOTAL PRICE
78001110	PAINT PVT MK LINE 4	FOOT	2,830.000		86.400	2,743.600	1.0000	2,743.60
78001130	PAINT PVT MK LINE 6	FOOT	60.000	75.200		135.200	2.0000	270.40
78001150	PAINT PVT MK LINE 12	FOOT	90.000	11.000		101.000	3.0000	303.00
	COUNTY/CONST/SAFETY TOTALS		1,168,778.00	77,627.97	122,920.58		1,123,485.39	1,123,485.39
	FAS ID TOTALS		1,168,778.00	77,627.97	122,920.58		1,123,485.39	1,123,485.39

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

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

SUBJOB: FAS-ID: 07C0K01 COUNTY: 113 CONST/SFTY: Y060

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	AWARDED QUANTITY	ADDED QUANTITY	DEDUCTED QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	ADJUSTED TOTAL PRICE
FRC00300	FIRE HYDRANT INSTALLAT	DOLLAR		21,260.940		21,260.940	1.0000	21,260.94
XX003526	D I WAT MNF 8X6 RED	EACH	3.000		1.000	2.000	350.0000	700.00
XX003538	D I WAT MNF 8 TEE	EACH	3.000		1.000	2.000	600.0000	1,200.00
XX003539	D I WAT MNF 8 X 6 TEE	EACH	1.000	2.000		3.000	350.0000	1,050.00
XX003544	D I WAT MNF 6 90 BEND	EACH	1.000	1.000		2.000	475.0000	950.00
XX004377	STEAMER FIRE HYDRANTS	EACH	5.000	1.000		6.000	2,950.0000	17,700.00
XX004731	CON TO EX WM	EACH	2.000			2.000	1,500.0000	3,000.00
XX004895	PIPE UNDERDRN CLN OUT	EACH	8.000		3.000	5.000	150.0000	750.00
XX005478	D I WM 6 RJ	FOOT	105.000	39.000		144.000	55.0000	7,920.00
XX005479	D I WM 8 RJ	FOOT	380.000		11.000	369.000	55.0000	20,295.00
XX006168	SAMPLING TAP	EACH	2.000	2.000		4.000	300.0000	1,200.00
XX007027	TRENCH BACK WATERMAIN	CU YD	464.000	78.000		542.000	27.0000	14,634.00
XX007996	GATE V W RES J & B 6	EACH	7.000		1.000	6.000	700.0000	4,200.00
XX007997	GATE V W RES J & B 8	EACH	3.000			3.000	1,200.0000	3,600.00
X0300020	WATER SERV CONNECTION	EACH	11.000			11.000	495.0000	5,445.00
X0323175	DI WM BEND 90 8"	EACH	1.000			1.000	550.0000	550.00
20800250	TRENCH BACKFILL SPL	CU YD	132.000	145.000		277.000	59.0000	16,343.00
56103100	D I WATER MAIN 8	FOOT	725.000	11.000		736.000	39.0000	28,704.00
56400100	FIRE HYDNTS TO BE MVD	EACH	1.000		1.000		1,500.0000	
56400400	FIRE HYDNTS RELOCATED	EACH	1.000		1.000		1,500.0000	

ILLINOIS DEPARTMENT OF TRANSPORTATION
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SUBJOB: FAS-ID: 07C0K01 COUNTY: 113 CONST/SFTY: Y060

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	AWARDED QUANTITY	ADDED QUANTITY	DEDUCTED QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	ADJUSTED TOTAL PRICE
56400500	FIRE HYDNTS TO BE REM	EACH	3.000			3.000	1,500.0000	4,500.00
	COUNTY/CONST/SAFETY TOTALS		120,486.00	39,220.94	5,705.00		154,001.94	154,001.94
	FAS ID TOTALS		120,486.00	39,220.94	5,705.00		154,001.94	154,001.94
	PROJECT TOTALS		1,539,264.00	120,080.71	133,067.58		1,526,277.13	1,526,277.13

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 20, 2014

SUBJECT: Notification to Maintain

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

Dear Ms. Covert:

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

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

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

Sincerely,

Tim Kell cw

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

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

DTGI2236:BCMR036 ILLINOIS DEPARTMENT OF TRANSPORTATION
08/13/14 12:46:18 FINAL ACCEPTANCE OF IMPROVEMENT

IMPROVEMENT FUNDED BY: FEDERAL, CITY OF BLOOMINGTON

TO CONTRACTOR:

STARK EXCAVATING INC
1805 W WASHINGTON STREET
BLOOMINGTON IL 61701

DESIGNATION BY DEPARTMENT OF TRANSPORTATION

ROUTE: CONSTIT TRAIL

SECTION: 05-00333-00-BT COUNTY: 113 MCLEAN

PROJECT: HPP-4070/001/000

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

TYPE OF IMPROVEMENT:

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

TOTAL COST: 1,526,277.13

August 13, 2014

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

Tim Kell

INTERIM ENGINEER OF CONSTRUCTION

COPIES TO:
BUDGET & FISCAL MANAGEMENT JOANNE WOODWORTH

ACTING ENGINEER OF DESIGN & ENVIRONMENT JOHN BARANZELLI
REGIONAL ENGINEER, DISTRICT 05 KENSIL GARNETT & DST 5 LOC RD OFFICE

ACTING ENGINEER OF LOCAL ROADS JIM KLEIN
LOCAL AGENCY OFFICIAL BLOOMINGTON
FILE

BC-107(REV. 01/05)

FOR COUNCIL: January 26, 2015

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

RECOMMENDATION/MOTION: Recommend that the Agreement with Police Benevolent Labor Committee Telecommunicators be ratified, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

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

Leave Time

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

Wages and Benefits

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

Miscellaneous Items

- Addition of Language on Paycheck Distribution.

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

Term of Agreement
- Two (2) year Agreement

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

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

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

Increase in wage tables by 2.25% effective May 1, 2014. Increase in wage tables by 2.25% effective May 1, 2015. Estimated cost of these wage increases for full-time employees during the term of the contract, excluding longevity increases, is approximately $50,000.

Respectfully submitted for Council consideration.

Prepared by:	Angie Brown, Human Resources Specialist
Reviewed by:	Nicole Albertson, Human Resources Director
Financial & budgetary review by:	Paulette Hurd, Chief Accountant
Legal review by:	Angela Fyans- Jimenez, Sorling Northrup

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Contract

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

Motion: ______________________________ Seconded by: ______________________________

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

AND

TELECOMMUNICATORS

POLICE BENEVOLENT LABOR COMMITTEE

MAY 1, 20~~11~~14 – APRIL 30, ~~2014~~2016

GLOSSARY

Please infer the following definitions when reading this contract:

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

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

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

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

~~Day Monday through Friday inclusive~~

His/He/Him includes both male and female telecommunicator

TCM refers to a telecommunicator

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

AGREEMENT

This Agreement made and entered into this 1st day of May, 20~~11~~14 by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT LABOR COMMITTEE (hereinafter referred to as the "Union"):

WITNESSETH:

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

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

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

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

Section 1.2. New Classifications.

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

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

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

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

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

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

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

____
Date

____
Name

Section 2.2. Fair Share Deductions.

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

Section 2.3. Religious Exemption.

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

Section 2.4. Indemnification.

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

Section 2.5 Union Activity.

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

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Time Limit for Filing.

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

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

Section 3.2. Definition and Procedure.

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

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

STEP 2: If the grievance is not settled in Step 1 and the TCM or the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within ~~five (5)~~ *ten (10)* business days after the designated Supervisor’s answer in Step 1 and shall be signed by both the ~~TCM~~ grievant and Chief Steward~~Union President~~. The Chief of Police shall discuss the grievance within ~~five (5)~~ ten (10) business days with the ~~Union President~~ Chief Steward at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to the ~~Union President~~ Chief Steward within ~~five (5)~~ *ten (10)* business days following their meeting.

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

Section 3.3. Arbitration.

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

<u>Section 3.4. Authority of Arbitrator.</u>

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

<u>Section 3.5. Expenses of Arbitration.</u>

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

<u>Section 3.6. Employee Rights.</u>

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union; provided the Union is afforded the opportunity to be present at such conferences and any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to exercise its discretion to refuse to process employee's grievances which it believes not to be meritorious.

Section 3.7. Meeting Between the Parties.

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

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

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

Section 4.2. No Lockout.

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

ARTICLE 5 DRUG AND ALCOHOL TESTING

Section 5.1. Alcohol and/or Illegal Drug Policy.

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

(a) consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the TCM's personal vehicle while working;

(b) possessing, selling, purchasing, consuming or delivering any illegal drug at any time;

(c) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;

(e) consuming or possessing illegal drugs at any time, on or off duty.

Section 5.2. Drug and Alcohol Testing Permitted.

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

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

Section 5.3. Order to Submit to Testing.

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

Section 5.4. Voluntary Requests for Assistance.

The City shall take no adverse employment action against a TCM who, prior to any notification of drug or alcohol testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the TCM if he is then unfit for duty in his current assignment. If no assignment is available, the TCM would be required to use appropriate leave time.

Section 5.5. Discipline.

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

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

Section 5.6. Positive Results.

Concentration of a drug at or above the levels established by SAMHSA (Substance Abuse and Mental Health Services Administration) shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such "cut off" levels change from time to time. It is in the interest of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA.

ARTICLE 6 EMPLOYEE RESPONSIBILITY

Section 6.1. Prescription Drug Usage.

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

ARTICLE 7 DISCIPLINE

Section 7.1. Standards of Discipline.

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

(b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the TCM's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as good cause for his no longer holding the position. No non-probationary employee shall be disciplined without just cause.

Section 7.2. Felony Indictment.

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

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

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

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 8 HOURS OF WORK.

Section 8.1. Application of this Article.

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

Section 8.2. Regular Workday and Workweek.

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

Section 8.3 Breaks.

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

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

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

Section 8.4. Shift Assignment.

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

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

Section 8.5. No Pyramiding.

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

Section 8.6. Shift Trading.

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

ARTICLE 9 WAGES

Section 9.1. Wages.

Telecommunicators will receive a 2.25% across the board increase on May 1, 20144~~1~~ and ~~,~~ May 1, 201~~2~~5 ~~and May 1, 2013~~. Telecommunicators currently on payroll shall be paid in accordance with Appendix B. TCM's on the payroll at the time of the May 1, 2014 contract ratification will receive retro pay.

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

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

Section 9.2. Longevity.

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

Years of Service	%
5 Years	5%
10 Years	7%
15 Years	9%
20 Years	11%

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

~~Section 9.3. Overtime.~~

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

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

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

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

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

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

   a. ~~Inquire with on-duty TCMs to obtain volunteer (sick call or other short notice opening)~~
   b. ~~If there are no on-duty volunteers, a group text/email will be sent to all TCMs who have elected to be on the voluntary call list. The group text/email will include the hours available and request a "reply-all" within 15 minutes of the message being sent if someone wishes to volunteer for the open shift. The opening will be filled on a "first-come, first-serve" basis. TCMs who wish to be notified by text/email are responsible for notifying the supervisor in writing of any changes to their contact information.~~
   c. ~~If there is no volunteer for the shift a TCM working the preceding shift will be held over for the first four hours of the open shift and a TCM assigned to the subsequent shift shall be forced in for the last four hours of the open shift, subject to the following:~~
      i. ~~The least senior TCM (on duty or due to report for duty) with the fewest credits shall be held over or forced in to cover the shift as described in Appendix A.~~

      ii. ~~Full-time TCM's shall receive "credit" for being held over or forced in. One (1) to four (4) hours worked for a hold-over/force in equals one credit. More than five hours worked as a hold-over/force in equals two (2) credits.~~
      iii. ~~The mandatory overtime "credit" list will be posted in the Communications Center at all times.~~
      iv. ~~Efforts will be made to limit forces into four (4) hour blocks.~~
      v. ~~Full-time and Seasonal TCMs may choose to be included in the group text/email procedure described in 6b, above This is a yes or no decision that will be made to coincide with Shift Assignment (8.4).~~
      vi. ~~In the event of an emergency or other exigent circumstances, the City retains the right to forego the~~

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

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

Section 9.3. Paycheck Distribution.

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

ARTICLE 10 LEAVES

Section 10.1. Vacation Leave.

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

Years of Continuous Service	Length of Vacation
DOH, but less than 8 years	~~2 weeks~~ 80 hours
8 years, but less than 15 years	~~3 weeks~~ 120 hours
15 years, but less than 20 years	~~4 weeks~~ 160 hours
20 years or more	~~5 weeks~~ 200 hours

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

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

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

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

Section 10.2. Personal Convenience Leave.

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

Section 10.3. Court Days.

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

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

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

Section 10.5. Sick Leave.

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

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

TCMs calling in sick should contact the Shift Commander and Communication Center as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member. ~~In addition, a message should be left on the Communications Center Coordinator's voicemail indicating their need for sick leave.~~

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

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

Sick Leave Abuse. Abuse of paid leave is prohibited. Employees who are suspected of abuse of sick leave may be required, as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

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

Concerns regarding sick leave abuse will be addressed with the TCM

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

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

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

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

Section 10.6. Bereavement Leave.

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

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

Section 10.7. Jury Duty.

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

Section 10.8. Leave Without Pay.

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

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

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

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

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

Section 10.9. Negotiation Release Time.

Two (2) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. No more than one member from any shift may be released. Members shall be carried time for time on their scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

Section 10.10. Survivor's Benefit.

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

Section 10.11. Scheduled Leave Days.

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

All other vacation days, court days , floating holidays and personal convenience leave shall be selected on a first come basis. All leave time scheduled in this manner must be requested at least three (3) days in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance. All single vacation days, court days , floating holidays and personal convenience leave requests must be available to the employee at the time it is taken and shall be taken in a minimum of one (1) hour increments. Once a leave day is approved it will not be cancelled or revoked by the City. Scheduled leave days requested for the following calendar year will not be processed until after the vacation bid processed is completed.

Section 10.11. FMLA.

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

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ARTICLE 11 BENEFITS

Section 11.1. Uniforms and Clothing.

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

Section 11.2. Parking.

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

Section 11.3. Group Health Insurance.

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

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

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

(a) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for single, employee-plus one and family coverage. (Example of Family Coverage Formula: Full family coverage premium X 75% equals the City share; full family coverage premium X 25% equals the employee's share)

(b) The City will offer a group dental insurance plan to all full time employees. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent care coverage.

(c) The City will offer a group vision insurance plan to all full time employees. The City agrees to pay fifty percent of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.

(d) In any year in which the total amount of medical benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington health insurance plan or plans.

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

(f) In any year in which the total amount of vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington ~~dental~~ vision insurance plan.

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

Section 11.4. Tuition Reimbursement.

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

1. The telecommunicator makes a request in writing to the Department Head and Human Resources prior to registration of his/her intent to claim tuition reimbursement for the course and the Department Head and Human Resources approves the request in writing.

2. The telecommunicator must have completed three (3) years of service to be eligible.

3. The course is required or part of a required sequence leading to a degree in an appropriate field of study, or certificate course in an appropriate field of study, or is determined by the department head in his or her discretion to be of benefit to the Department.

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

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

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

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

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

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

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

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

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

ARTICLE 12 - OVERTIME PROCEDURE

Section 12.1 Overtime

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

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

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

SECTION 12.2 SCHEDULED VACANCIES

Used for staffing shortages and approved leave time:

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

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

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

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

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

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

SECTION 12.3 SHORT-NOTICE OVERTIME

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

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

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

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

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

SECTION 12.4 GROUP TEXT/EMAIL

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

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

-

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

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

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

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

SECTION 12.5 VOLUNTARY OVERTIME
Used in the event a TCM is unable to work a shift they volunteered for:

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

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

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

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

SECTION 12.6 FORCED OVERTIME
Used for any opening that was not filled by a volunteer:

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

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

1. TCMs working ten (10) or less consecutive hours, including trades.
2. TCMs whose next scheduled shift begins eight (8) hours or less following the force-over, or whose scheduled shift ended eight (8) hours or less prior to the force-in.
3. ~~Seasonal TCMs who are on-duty for eight (8) consecutive hours or less~~.
4. TCMs working more than ten (10) consecutive hours, including trades.
5. TCMs who have scheduled benefit leave time of eight (8) consecutive hours for the shift preceding the force-in or following the force-over.
6. TCMs working overtime or a shift trade on their regular day off.

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c) TCMs who qualify for more than one category shall be considered as the highest possible category they qualify for (1. being the lowest category.)

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

e) The parties agree that the exclusive remedy for a violation of this procedure shall be that the TCM required to be forced-over or forced-in shall receive one (1) additional “credit." The affected TCM must address the problem with management no later than five (5) business days after the violation. No other TCMs will receive credit caused by this discrepancy.

SECTION 12.7 FORCE CREDITS
The following guidelines are to clarify how "credits" are accumulated:

a) Full-time TCMs shall receive a "credit" for being forced.

b) One (1) to four (4) hours worked as a force, equals one (1) credit.

c) Five (5) or more hours worked as a force, equals two (2) credits.

d) The overtime "credit" list will be posted in the Communications Center.

ARTICLE 1~~2~~3 PAY & DAYS OFF IN LIEU OF HOLIDAYS

Section 1~~2~~3.1. Payment in Lieu of Holidays.

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

ARTICLE 1~~3~~4 SENIORITY

Section 14~~3~~.1. Definition.

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

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

b. "Service Time" means total continuous full time employment with the City. Service time shall determine amount of leave benefits and wages.

Section 1~~3~~4.2. Loss of Seniority.

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

a. He/she resigns or quits; or is no longer a full-time employee; or

b. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure); or

c. He/she retires; or

d. is absent for three (3) consecutive days without notifying the City; or

e. is laid off from work one (1) year. Seniority shall accumulate during such absence; or

f. is laid off and fails to report for work within three (3) day after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay.

ARTICLE 1~~4~~5 LAYOFF AND RECALL

Section 1~~4~~5.1. Procedure for Layoff.

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

Section 1~~4~~5.2. Procedure for Recall.

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

ARTICLE 1~~5~~6 PROBATIONARY PERIOD

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

ARTICLE 1~~6~~7 PROMOTIONS AND VACANCIES

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

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

ARTICLE 1~~7~~8 TRAINING

Section 1~~7~~8.1. Communication Training Officer.

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

Section 1~~7~~8.2. Training.

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

Section 1~~7~~8.3. Training Time.

1. Assigned by Supervisor:

    (a) If a TCM is assigned by a Communication Management Staff to attend training on his regular allowed leave day, based on the needs of the department, they will be paid overtime or assigned a different allowed leave day that workweek.

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

ARTICLE 1~~8~~9 SEASONAL EMPLOYEES

Section 19.1. Seasonal Employee Scheduling.

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

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

Section 19.2. Seasonal Employee Conditions.

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

ARTICLE 20~~19~~ MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 21~~0~~ SAVINGS

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

ARTICLE 22~~1~~ SUBCONTRACTING

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

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

ARTICLE 23~~2~~ ENTIRE AGREEMENT

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

Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

ARTICLE 24~~3~~ TERM OF AGREEMENT

This Agreement shall be effective upon the date of execution and shall remain in full force and effect until April 30, 20~~14~~16. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of the Agreement is provide to the other party in the manner set forth in the following paragraph.

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ___~~18th~~___ day of ~~December~~January, ~~2013~~2015.

FOR THE CITY OF BLOOMINGTON:

____

____

____

____

____

FOR THE UNION:

____

____

____

____

~~APPENDIX "A" OVERTIME~~

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

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

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

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

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

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

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

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

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

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

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APPENDIX "A~~B~~" WAGE SCHEDULES

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

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

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

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

FOR COUNCIL: January 26, 2015

SUBJECT: Intergovernmental Agreement with Evergreen Memorial Cemetery

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

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services. Goal 2. Revenue for City rendered services.

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Evergreen Memorial Cemetery.

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

Respectfully submitted for Council consideration.

Prepared by: Maria Basalay, Public Works Office Manager

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

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Intergovernmental Agreement

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

Motion: ____________________ Seconded by: ____________________

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

EVERGREEN MEMORIAL CEMETERY
INTERGOVERNMENTAL AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Charging the Cemetery full cost as established by cubic yards of debris delivered to the City during the tracking period, in addition to labor and equipment expenses incurred as well as charges assessed to the City by external entities to dispose of the debris, or

b. Charging the Cemetery partial costs, as established by cubic yards of debris delivered to the City during the tracking period, to cover the costs of disposal only. These costs would include City labor expenses as well as payments to external entities for disposal of unchipped branches and the disposal of leaf debris, or

c. Providing the service free of charge to the Cemetery.

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

City of Bloomington, Illinois,
A Municipal Corporation

By:______________________
Tari Renner, Mayor

Evergreen Memorial Cemetery
Board of Trustees

By:______________________
Eugene C. Lorch, BOT President

FOR COUNCIL: January 26, 2015

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

RECOMMENDATION/MOTION: Recommend that Attachment Number 13 to the Amendment to the Lease and Operation and Maintenance Agreement for the City and County Office Building be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: (to be completed)

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

Motion: ______________________________ Seconded by: ______________________________

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

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

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

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

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

ATTEST:	APPROVED:
______________________________ County Clerk, Board of McLean County, Illinois	______________________________ Chairman, Board of McLean County, Illinois Executed: ____________________
ATTEST:	Approved:
______________________________ Secretary, Public Building Commission of McLean County, Illinois	______________________________ Chairman, Public Building Commission of McLean County, Illinois Executed: ____________________
ATTEST:	Approved:
______________________________ Clerk, City of Bloomington, Illinois	______________________________ Mayor, City of Bloomington, Illinois Executed: ____________________

County of McLean

Budget Worksheet Report

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

County of McLean

Budget Worksheet Report

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

County of McLean

Budget Worksheet Report

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

County of McLean

Budget Worksheet Report

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

FOR COUNCIL: January 26, 2015

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

RECOMMENDATION/MOTION: Recommend that the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Diana Martinez and Jody Cabanaw to allow moderate consumption of alcohol at their January 31, 2015, wedding reception to be held at Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Renee Gooderham, Chief Deputy Clerk.

Staff Absent: Tracey Covert, City Clerk.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Diana Martinez addressed the Commission. The wedding ceremony and reception would be held at the Davis Lodge on January 31, 2015. It would start around 4:00 p.m. and end at 10:30 p.m. She anticipated 100 guests. Redbird Catering, located at 1507 N. Main St., would provide the food and beverage service. Liquor service would be limited to beer and wine only.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Diana Martinez and Jody Cabanaw to allow moderate consumption of alcohol at the Miller Park Pavilion for their January 31, 2015 wedding reception be approved.

Motion carried, (viva voce).

Commissioner Renner stated that this item would appear on the Council's January 26, 2015 Consent Agenda. He encouraged them to attend same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the January 13, 2015 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Reviewed by: Brett Lueschen, Interim Water Director

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Ordinance

Motion: That the Ordinance be passed.

Motion: ______________________ Seconded by: ______________________

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

ORDINANCE NO. 2015 -

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

WHEREAS, Diana Martinez and Jody Cabanaw are planning to hold their wedding reception at the Davis Lodge from 4:00 p.m. to 10:30 p.m. on January 31, 2015; and

WHEREAS, Diana Martinez and Jody Cabanaw have requested permission from the City to serve beer and wine during this event; and

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

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

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

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

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

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

PASSED this 26th day of January.

APPROVED this Xth day of DATE.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from Doyte and Carolyn Burton for property located at 2107 W. Washington St.

RECOMMENDATION/MOTION: Recommend that the Agreement with Doyte and Carolyn Burton for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Doyte and Carolyn Burton, property owner of 2107 W. Washington St. in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between Doyte and Carolyn Burton and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Doyte and Carolyn Burton

FINANCIAL IMPACT: All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Council

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Water and proposed water main extension agreement.
Attachment 2. Map

Motion: That the Agreement with Doyte and Carolyn Burton for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: ______________________________ Seconded by: ______________________________

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

WATER & PROPOSED WATER
MAIN EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 26th; day of January, 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Doyte and Carolyn Burton, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

PIN# ____________________________ a/k/a 2107 W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is $430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that

CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Doyte and Carolyn Burton are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

(1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;

(2) be required to agree to dedicate any utility easements requested by the CITY at that time;

(3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, ________________________________, a Notary Public in and for said County in the State aforesaid, do hereby certify that Doyte and Carolyn Burton personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this________ day of __________________, 2015.

____
(Notary Public)
My Commission Expires: _____________

ATTEST:

____
Tracey Covert, City Clerk

CITY OF BLOOMINGTON

____
Mayor Tari Renner

PREPARED BY:
Sorling Northrup
Jeffrey R. Jurgens, of Counsel
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173
E-Mail: jrjurgens@sorlinglaw.com

PLEASE RETURN TO:
City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701


2" Private water service
New 2" connection for private water service
8" City water main
Interurban Rd
Washington St
2151
2023
2020
2119
2117
2113
2109
2107
2112

FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from Roy Whittinghill for property located at 2113 W. Washington St.

RECOMMENDATION/MOTION: Recommend that the Agreement with Roy Whittinghill for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Roy Whittinghill, property owner of 2113 W. Washington St in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between Roy Whittinghill and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Roy Whittinghill.

FINANCIAL IMPACT: All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by:	Brett Lueschen, Interim Water Director
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1.Water & proposed water main extension agreement
Attachment 2. Map

Motion: Recommend that the Agreement with Roy Whittinghill for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: ______________________ Seconded by: ______________________

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

WATER & PROPOSED WATER
MAIN EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 26; day of January, 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Roy Whittinghill, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

PIN# 21-06-176-008 a/k/a 2113W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is $430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that

CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Roy Whittinghill are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

(1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;

(2) be required to agree to dedicate any utility easements requested by the CITY at that time;

(3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, ________________________________, a Notary Public in and for said County in the State aforesaid, do hereby certify that Roy Whittinghill personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this________ day of __________________, 2015.

____
(Notary Public)
My Commission Expires: _____________

ATTEST: CITY OF BLOOMINGTON

___________________________ ________________________________
Tracey Covert, City Clerk Mayor Tari Renner

PREPARED BY:
Sorling Northrup
Jeffrey R. Jurgens, of Counsel
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173
E-Mail: jrjurgens@sorlinglaw.com

PLEASE RETURN TO:
City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701


2" Private water service
New 2" connection for private water service
8" City water main
Interurban Rd
Washington St
2151
2023
2020
2107
2109
2113
2117
2119
2112

FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from John Thomas for property located at 2117 W. Washington St.

RECOMMENDATION/MOTION: Recommend that the Agreement with John Thomas for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: John Thomas, property owner of 2117 W. Washington St. in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between John Thomas and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: John Thomas

FINANCIAL IMPACT: All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by:	Brett Lueschen, Interim Water Director
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Water & proposed water main extension agreement
Attachment 2. Map

Motion: That the Agreement with John Thomas for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: ______________________________ Seconded by: ______________________________

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

WATER & PROPOSED WATER MAIN EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 26th; day of January, 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and John Thomas, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

The West ½ of the following described premises: A part of Lot 21 in C.A. Nafziger's Subdivision of part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at a point 1220.5 feet East of the Southwest corner of said Nafziger's Subdivision, thence North 129 feet, thence Southeasterly along the North line of the Illinois Traction Railway's old line 330.45 feet, thence South 120 feet, thence West along the South line of said Nafziger's Subdivision 334 to the place of beginning, in McLean County, Illinois.

PIN# 21-06-176-003 a/k/a 2117 W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is $430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to the customer

connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that John Thomas_ are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

(1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;

(2) be required to agree to dedicate any utility easements requested by the CITY at that time;

(3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, ________________________________, a Notary Public in and for said County in the State aforesaid, do hereby certify that _John Thomas____ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this________ day of __________________, 2015.

____
(Notary Public)
My Commission Expires: _____________

ATTEST:

____
Tracey Covert, City Clerk

CITY OF BLOOMINGTON

____
Mayor Tari Renner

PREPARED BY:
Sorling Northrup
Jeffrey R. Jurgens, of Counsel
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173
E-Mail: jrjurgens@sorlinglaw.com

PLEASE RETURN TO:
City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701


2" Private water service
New 2" connection for
private water service
8" City water main
Interurban Rd
Washington St
2151
2023
2020
2119
2117
2113
2109
2107
2112

CITY OF Bloomington ILLINOIS

FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from Doyle Martin for property located at 2119 W. Washington St.

RECOMMENDATION/MOTION: Recommend that the Agreement with Doyle Martin for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Doyle Martin, property owner of 2119 W. Washington St. in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between Doyle Martin and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Doyle Martin

FINANCIAL IMPACT: All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Water & Proposed water main extension agreement
Attachment 2. Map

Motion: That the Agreement with Doyle Martin for a Water Main Extension be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: ______________________________ Seconded by: ______________________________

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

WATER & PROPOSED WATER
MAIN EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 26th day of January 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Doyle Martin, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

A part of Lots 21 and 22 in C.A. Nafziers's Subdivision of part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at a point 890.5 feet East of the Southwest corner of said Nafziger's Subdivision, thence North 137 feet, thence Southeasterly along the North line of the Illinois Traction Railways old line 330.4 feet, thence South 129 feet, thence West along the South line of said Nafziger's Subdivision 330 feet to the place of beginning, in McLean County, Illinois.

PIN# 21-06-152-002 a/k/a 2119 W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is $430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to the customer connecting to the water main. The second installment plus interest is due one year from the date

of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Doyle Martin_ are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

(1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;

(2) be required to agree to dedicate any utility easements requested by the CITY at that time;

(3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, _________________________________, a Notary Public in and for said County in the State aforesaid, do hereby certify that Doyle Martin personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this________ day of __________________, 2015.

____
(Notary Public)
My Commission Expires: _____________

ATTEST: CITY OF BLOOMINGTON

_____________________________ _________________________________

Tracey Covet, City Clerk Mayor Tari Renner

PREPARED BY:
Sorling Northrup
Jeffrey R. Jurgens, of Counsel
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173
E-Mail: jrjurgens@sorlinglaw.com

PLEASE RETURN TO:
City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701


2" Private water service
New 2" connection for private water service
8" City water main
Interurban Rd
Washington St
2151
2023
2020
2119
2117
2113
2109
2107
2112

FOR COUNCIL: January 26, 2015

SUBJECT: Proposed Water Main Extension from Lori Burton for property located at 2201W. Washington St.

RECOMMENDATION/MOTION: Recommend that the Agreement with Lori Burton for a Water Main Extension be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Lori Burton, property owner of 2201 W. Washington St. in Mclean County, has requested permission to tap-on to the City's Water Main to serve the above property. Currently, the property is outside and not contiguous to the City's Corporate Limits. The Water Main Extension Agreement between Lori Burton and the City will allow the property to connect to the City's water main now and provide for annexation to the City whenever the parcel becomes contiguous and the City so request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Lori Burton

FINANCIAL IMPACT: All cost of connection to the City's water main will be borne by the property owner.

Respectfully submitted for Council consideration.

Prepared by:	Brett Lueschen, Interim Water Director
Reviewed by:	Steve Rasmussen, Assistant City Manager
Financial & Budgetary review by:	Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager
Legal review by:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Water & proposed water main extension agreement.
Attachment 2. Map

Motion: Recommend that the Agreement with Lori Burton for a Water Main Extension be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: ______________________________ Seconded by: ______________________________

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

WATER & PROPOSED WATER MAIN EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 26; day of January, 2015, by and between the City of Bloomington, a Municipal Corporation, hereinafter called "CITY" and Lori Burton, owner(s) of the real property hereinafter described and called "CUSTOMER", WITNESSETH:

For and in consideration of the mutual covenants and undertakings herein made, CITY and CUSTOMER herein covenant and agree as follows:

1. CITY agrees to plan, supervise and permit the construction of approximately 500' feet of 2 inch water main to be extended along the street(s) and highway(s) known as W. Washington St., for use of the CUSTOMER in obtaining water service from the water reservoir and water main system of CITY to and for the benefit of the property or properties in McLean County owned by CUSTOMER and legally described as:

A part of Lots 22 and 23 in C.A. Nafziger's Subdivision of part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at a point 569.5 feet East of the Southwest corner of said Nafziger's Subdivision; thence North 144 feet, thence Southeasterly along the North line of the Illinois Traction Railways old line 321.35 feet; thence South 147 feet, thence West along the South line of said Nafziers's Subdivision 321 feet to the point of beginning, EXCEPTING therefrom the West 110 feet, in McLean County, Illinois.

PIN# 21-06-152-004 a/k/a 2201 W. Washington St.

and shown by plat of said area attached hereto and made a part hereof, and in accordance with specifications approved by the CITY.

2. CUSTOMER agrees to pay his/her share of the cost of the water main completed as follows: the total cost of the water main divided by the number of lineal feet of said main, divided by two, multiplied by the frontage of the above described property. CUSTOMER'S contribution is $ 430.00 payable in advance. Alternatively, the CITY may allow the CUSTOMER to pay the amount in three (3) installments. The first installment is payable prior to

the customer connecting to the water main. The second installment plus interest is due one year from the date of this agreement. The third installment plus interest is due two years from the date of this agreement. Interest on the unpaid balance shall be 6%. The City may disconnect water if any payment is more than 30 days past due. The payment schedule is attached.

3. CUSTOMER agrees that said extended water main shall become the property of and subject to the control of the CITY as a part of its water distribution system and that CUSTOMER and his/her property shall become subject to and shall be obligated to conform to all ordinances and other rules and regulations of the CITY with regard to the construction, use and maintenance of water mains and for the payment of charges for water services now in effect and as hereinafter enacted and amended from time to time.

4. CUSTOMER certifies that Lori Burton_ are all of the owners and their spouses and mortgagees of said above-described property and there are no other parties who have any other right, title or interest in said property.

5. As a covenant running with the land, CUSTOMER agrees that in the event any portion of the above-described property hereafter becomes contiguous with the corporate boundaries of the City of Bloomington, CUSTOMER will within one hundred eighty (180) days after the City Council adopts a Resolution requiring him to do so, annex said property to the City of Bloomington by petition or if required by the City, by an annexation agreement. Simultaneously or at the earliest time CUSTOMER could legally petition to do so, CUSTOMER will petition for annexation to the Bloomington-Normal Water Reclamation District. Upon failure of CUSTOMER to do any of the foregoing, the CITY in its sole discretion may discontinue water service to said property and may refuse and continue to refuse water service to such property until all such annexations have been completed. Alternatively, the CITY may seek injunctive or other judicial relief to force CUSTOMER to comply with the terms of this Paragraph and annex into the CITY.

6. This Agreement does not affect the operation of City ordinances. At the time of annexation, CUSTOMER will in an Annexation Agreement:

(1) be required to agree to dedicate street right-of-way abutting his property in such amounts as may be required in the then current street plan;

(2) be required to agree to dedicate any utility easements requested by the CITY at that time;

(3) be required to agree to participate financially to the cost of making local improvements affecting customer's property.

7. CUSTOMER covenants and agrees that he/she will not permit or allow any other person, firm or corporation to connect or annex to said water main or use water therefrom or in any other way benefit from the service provided to CUSTOMER under the terms of this AGREEMENT, except where express written permission has been procured therefore from CITY.

8. CUSTOMER and CITY agree that covenants herein contained are the essence of this Agreement.

IN WITNESSETH WHEREOF the parties have hereunto set their hands and seals the day and year above written.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, ________________________________, a Notary Public in and for said County in the State aforesaid, do hereby certify that Lori Burton personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the person or persons named in Paragraph 4 of said instrument is/are the only person or persons who have any right, title or interest of record in and to the property described in said instrument, and that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including release and waiver of the right of homestead.

Given under my hand and notarial seal this________ day of __________________, 2015.

____
(Notary Public)
My Commission Expires: _____________

ATTEST: CITY OF BLOOMINGTON

___________________________ ________________________________
TraceyCovert, City Clerk Mayor Tari Renner

PREPARED BY:
Sorling Northrup
Jeffrey R. Jurgens, of Counsel
1 North Old State Capitol Plaza, Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173
E-Mail: jrjurgens@sorlinglaw.com

PLEASE RETURN TO:
City Clerk
City of Bloomington
109 East Olive Street
Bloomington, IL 61701


2" Private water service
New 2" connection for private water service
8" City water main
Interurban Rd
Washington St
2151
2023
2020
2119
2117
2113
2109
2107
2112

FOR COUNCIL: January 26, 2015

SUBJECT: Tucci Recapture Agreement

RECOMMENDATION/MOTION: Recommend that the Agreement Authorizing Reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Functional, well maintained sewer collection system.

BACKGROUND: In September 2013 the developer's engineer for the residential home located at 1504 E. Emerson St. approached the City regarding availability of public sanitary sewer adjacent to the property. Illinois State law, and the City, requires that any residential property within 300' of a public sanitary sewer be connected to the public sanitary sewer. Public sanitary sewer was available within 300' but did not extend to the lot. Historically, the City has extended the public sewers utilizing public monies and recaptured the expenditure in the future through tap on fees. City fund balances did not allow this historic process to occur for this location. It was proposed that City staff and the property owner would negotiate a recapture agreement benefiting the property owner if the property owner agreed to install the public sanitary sewer required for this development.

The home at 1504 E. Emerson St. was constructed for Pamela Tucci. The sanitary sewer extension has now been completed at a total cost of $148,478.82. In addition to benefiting Ms. Tucci's property, the extension also has the potential to benefit other properties along E. Emerson St., including Lots 7, 8, and 9 (hereinafter "Benefitting Properties"). Accordingly, Ms. Tucci is seeking a recapture agreement with the City wherein the other Benefitting Properties will be required to pay a percentage share of the cost as a condition of any final plat or before any building permits related to repair and/or installation of a septic system are issued. The Recapture Agreement does not create a liability on the part of the City to make payments to Ms. Tucci unless payments are actually received from a Benefitted Property. Ms. Tucci bears all costs of enforcing and defending the implementation of the Recapture Agreement and holds the City harmless and must pay any damages assessed as a result of the enforcement of the Recapture Agreement. The City is further not required to bring suit to collect money from the Benefitted Properties. A lien, will however be filed to show the recapture amount due.

The Recapture Agreement is valid until the recapture amount has been paid or for twenty (20) years, whichever occurs first. Recapture of a percentage share of public infrastructure that is fronted by one developer, but that benefits other property owners, is a common practice among both home rule and non-home rule municipalities.

Staff will enter a note into the MUNIS system and add entries in the tapon database tracking the benefitting properties.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property owners impacted by the sewer expansion and recapture agreement have been notified and provided a copy of the proposed agreement.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments:
Attachment 1. Recapture Agreement
Attachment 2. Exhibit C Map
Attachment 3. Letters to Manahan & Kingston
Attachment 4. Administrative Code

Motion: That the Agreement Authorizing Reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

Motion: ______________________ Seconded by: ______________________

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

AN AGREEMENT AUTHORIZING REIMBURSEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS BENEFICIAL TO THE PUBLIC

PIN: 14-34-402-010

THIS AGREEMENT AUTHORIZING REIMBURSEMENT FOR CONSTRUCTION OF IMPROVEMENTS BENEFICIAL TO THE PUBLIC is entered into this day of January, 2015 (hereafter referred to as the "AGREEMENT") by and between the CITY OF BLOOMINGTON, a municipal corporation located in McLean County, Illinois, (hereafter referred to as "CITY"), Pamela Tucci, of 1504 E. Emerson, Bloomington, IL (hereinafter referred to as "OWNER"), and B.J. Armstrong, Inc., of 2401 E. Empire Street, Suite B, Bloomington, IL (hereafter referred to as "DEVELOPER").

WHEREAS, OWNER is the owner of record of real estate described in Exhibit "A" (hereinafter referred to as the "PARCEL"); and

WHEREAS, OWNER has proposed making certain improvements, namely Tucci Residence Sanitary Sewer Extension at the following location: 1504 E. Emerson Street, Bloomington, IL (hereinafter referred to as "IMPROVEMENTS"); and

WHEREAS, DEVELOPER intends to construct the IMPROVEMENTS; and

WHEREAS, the IMPROVEMENTS are valuable and substantial improvements benefiting properties described in Exhibit "B" and shown in Exhibit "C" which are attached hereto and made a part hereof and which are further described as the "BENEFITING PROPERTIES"; and

WHEREAS, it is the opinion of the corporate authorities of the CITY that such IMPROVEMENTS benefit the properties described in Exhibit "B"; and

WHEREAS, the IMPROVEMENTS will be dedicated to public use, and accepted by the CITY, upon completion by DEVELOPER and approval by the City Engineer; and

WHEREAS, upon acceptance, the CITY shall be responsible for all maintenance, repair, modification, removal or replacement of the IMPROVEMENTS; and

WHEREAS, prior to the occurrence of a Recapture Event with respect to the BENEFITING PROPERTIES, OWNER desires to recapture an allocable share of certain costs incurred (or to be incurred) by OWNER in connection with the IMPROVEMENTS and other costs set forth herein, which items, costs, and allocations of those costs have been approved by the CITY; and

WHEREAS, the CITY is authorized by the Illinois Municipal Code (65 ILCS 5/9-5-1 et. seq.) and its home rule powers to enter into agreements to provide for the recapture of offsite improvement costs.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

Section 1. **<u>Recitals</u>.** The foregoing recitals are hereby incorporated by reference into the body of this Agreement as if fully set forth and repeated.

Section 2. **<u>Cost of Improvements</u>.** The cost of the IMPROVEMENTS, as described in Exhibit "B", attached hereto and made a part hereof, *have* been estimated in the sum of One Hundred Forty-Eight Thousand Four Hundred Seventy-Eight and 82/100 Dollars ($148,478.82). Note that the cost of IMPROVEMENTS is in addition to other related costs (described in Section 3 below), which are also subject to, and payable by the BENEFITING PROPERTIES under this Agreement. OWNER shall be entitled to recapture seventy-five percent (75%) of those costs constituting the IMPROVEMENTS in the amount of One Hundred Eleven Thousand Three Hundred Fifty-Nine and 11/100 Dollars ($111,359.11) dollars ("RECAPTURE AMOUNT") from the BENEFITING PROPERTIES set forth in Exhibit "B".

Section 3. **<u>Performance and Acceptance of Improvements</u>.** Within ten (10) days of this agreement, the DEVELOPER shall furnish to the CITY a Performance and Workmanship Bond in the amount of 110% of all public improvements in the development on the form(s) specified by City Code.

Upon written acceptance by the CITY of the public improvements, the DEVELOPER shall guarantee the public improvements against faulty materials and workmanship for a period of one year and the required surety or bond shall be reduced from 110% of the construction costs to 10% of the construction costs. After the one (1) year period, the City Engineer shall inspect the public improvements and determine if all public improvements remain in acceptable condition; the remaining surety or bond amount shall be released upon written notice from the City Engineer that all public improvements remain in acceptable condition. At the time the CITY accepts the improvements for which recapture is sought, the DEVELOPER will *have* 60 days to file said certified costs with the CITY. Should the DEVELOPER fail to file said certified costs within 60 days, CITY shall provide written notice of said failure to OWNER. OWNER shall be provided 30 days from receipt of notice to obtain and file said certified costs with the CITY. In the event OWNER and DEVELOPER fail to file said certified costs within the timeframes allotted herein, this AGREEMENT will become null and void.

The CITY recognizes certain improvements may occur in stages, therefore the following acceptance process is permitted where applicable:

A) Roadways: Acceptance may occur in two phases. Phase one may include: excavation, sub-base, base course, binder course, final surface course, striping, curb and gutter, sidewalk, surface restoration/seeding and storm sewer. Phase two encompasses all remaining improvements, which may include sidewalks and lighting.

B) Water and sanitary sewer: Acceptance will occur in one phase: at completion.

The City will not accept individual pieces or parts of public improvements within a development except as detailed above.

Section 4. <u>Collection of Recapture</u>. The CITY agrees to assist the OWNER in collecting said RECAPTURE AMOUNT from the BENEFITING PROPERTIES, including requiring said payment as a condition of any final plat of subdivision or before any building permits, related to repair and/or installation of a septic system, are issued as to the BENEFITING PROPERTIES; allocated among the BENEFITING PROPERTIES in the manner set forth on Exhibit “B”. The obligation of any BENEFITING PROPERTY to pay the RECAPTURE AMOUNT associated with that BENEFITING PROPERTY only occurs upon said BENEFITING PROPERTY triggering one of the conditions set forth in this Section 4.

Section 5. <u>Payment of Recapture</u>. The payment set forth in the preceding paragraph, plus any applicable interest, when collected by the CITY, shall be promptly paid to the OWNER as soon as practical following receipt of such payments but, in any event, no later than forty-five (45) days following receipt.

Section 6. <u>Term</u>. The term of this Agreement shall remain in full force and effect until the earlier of which occurs (i) such time as the OWNER has been fully reimbursed for that portion of the reimbursement attributable to the BENEFITING PROPERTIES as herein provided; or (ii) twenty (20) years from the date of this Agreement.

Section 7. <u>Interest & Fees</u>. Interest at the rate of four percent (4%) per annum will be charged to the BENEFITING PROPERTY on any unpaid amounts beginning two years after the completion and acceptance by the CITY of said improvements. An administrative fee shall be charged to the BENEFITING PROPERTIES at the rate of two percent (2%) of the total recapturable amount payable to the CITY to cover administrative costs of the recapture agreement. In addition, OWNER shall be entitled to recover from any one or more of the BENEFITING PROPERTIES any amounts incurred in enforcing OWNER’S rights under this Agreement or in collecting amounts payable by any one or more of the BENEFITING PROPERTIES.

Section 8. <u>Lien</u>. The recordation of this Agreement against the BENEFITING PROPERTIES shall create and constitute a lien against the BENEFITING PROPERTIES, and each subdivided lot hereafter contained therein, in the amount set forth herein, plus interest and additional costs as set forth herein.

Section 9. <u>Limitation on Obligations of City / Indemnification</u>. The CITY shall not be obligated to make any payments to the OWNER unless said recapture funds are actually received from the owners of the BENEFITING PROPERTIES. Also, the OWNER shall bear all costs of enforcing or defending the implementation of this Agreement and shall hold the CITY harmless and pay on behalf of the CITY and its officers any damages assessed them as a result of the entry into or enforcement of this Agreement.

Section 10. **<u>Collection and Non-Liability</u>.** The CITY shall forward any recapture payment amounts as set forth herein, but shall not be obligated to bring any suit to enforce the collection of same, nor shall the CITY or any of its officials be liable to the OWNER or his successors or assigns in any manner for failure to make such collections.

Section 11. **<u>Recordation</u>.** A true and correct copy of this Agreement shall be recorded against the BENEFITING PROPERTIES, at OWNER'S expense, with the McLean County Recorder of Deeds. This Agreement shall constitute a covenant running with the land and shall be binding upon the BENEFITING PROPERTIES in accordance with the terms and provisions contained herein.

Section 12. **<u>Notice</u>.** Any notice to be given or sent hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be: (i) delivered personally, with receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at their respective addresses set forth below, and the same shall be effective:

a) upon receipt or refusal if delivered personally or by telecopy facsimile;
b) one (1) business day after depositing such with an overnight courier service; or
c) two (2) business days after the deposit in the mail, if mailed.

A party may change its address for receipt notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the CITY:	City of Bloomington Attention: City Manager 109 E. Olive Street Bloomington, IL 61701
If to OWNER:	Pamela Tucci 1504 E. Emerson Bloomington, IL 61701
If to DEVELOPER:	B.J. Armstrong, Inc. 2401 E. Empire Suite B Bloomington, IL 61704

Section 13. **<u>Severability</u>.** If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the

invalidity thereof shall not affect any other provision, clause, word or designation contained herein. Notwithstanding the foregoing, if a court of competent jurisdiction determines by final order that the amount of the fees or interest payable hereunder exceeds the amount that may be recaptured by the OWNER under currently existing or subsequently enacted by law, then such amount shall be automatically reduced to such amount as the court then determines would conform to such requirements of law so that the provision establishing the fees and interest payable maybe given force and effect.

Section 14. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Section 15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefits of, and be enforceable by the Parties and their respective successors and assigns, and the enforcement and collection of the RECAPTURE AMOUNT due OWNER under the terms of this Agreement shall pass to the executors, trustees, heirs, and beneficiaries of OWNER. Any further assignment may only occur upon the written acceptance of the non-assigning party.

Section 16. Exhibits. The exhibits attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

Section 17. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

Section 18. Jurisdiction. The parties agree all actions instituted to enforce this Agreement shall be commenced and heard in the Circuit Court of McLean County, Illinois, and hereby waive venue in any other court of competent jurisdiction.

APPROVED THIS_______DAY OF_________________, 2015

CITY OF BLOOMINGTON	**DEVELOPER**
BY:_________________________	BY:________________________
CITY MAYOR	
ATTEST:	ATTEST:
____________________________	_________________________
CITY CLERK	Its:

Subscribed and sworn to before me this
____ day of _____________, 2015

____
NOTARY PUBLIC

Subscribed and sworn to before me
this ___ day of _____________, 2015

____
NOTARY PUBLIC

OWNER

____
Pamel Tucci

Subscribed and sworn to before me
this ___ day of ______________, 2015

____
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY BEING DEVELOPED WITH OFFSITE IMPROVEMENTS

Lot 10 in the Subdivision of Lot 4 in Ewing and Evans Subdivision of part of the Southeast Quarter and part of the Southwest Quarter of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 14-34-402-010

EXHIBIT B

DESCRIPTION OF BENEFIT AREA & ESTIMATED COST

LEGAL DESCRIPTION(S): Lots 7, 8, 9 and 10 in the Subdivision of Lot 4 in Ewing and Evans Subdivision of part of the Southeast Quarter and part of the Southwest Quarter of Section 34, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County Illinois.

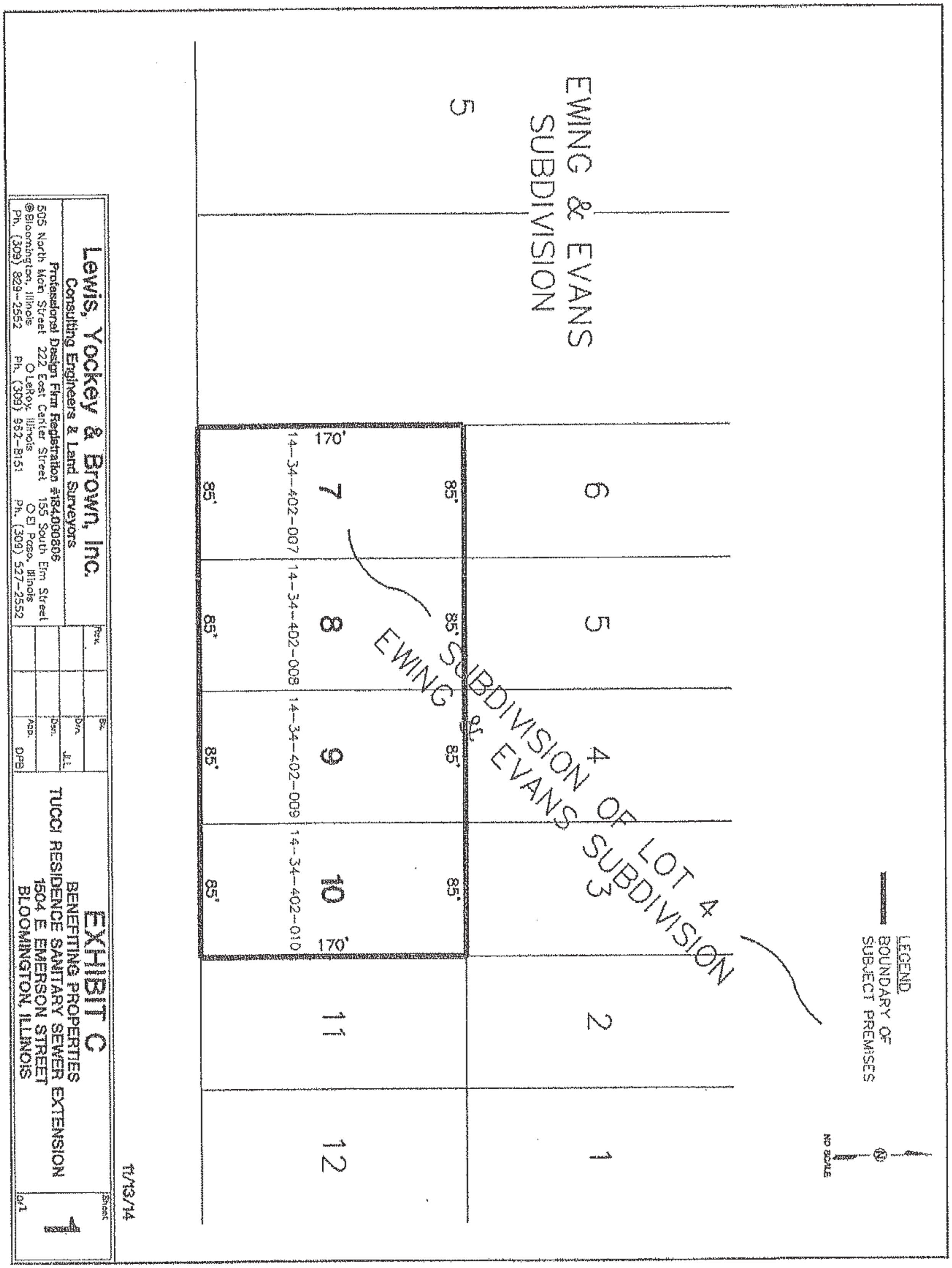
ENGINEER'S ESTIMATE: $148,478.82

Description	**Cost**
Construction	**$127,573.40**
Engineering	**$18,905.42**
Legal	**$2,000.00**
Interest	**$0.00**
Easement Acquisition	**$0.00**
Total	**$148,478.82**

DISTRIBUTION:

Parcel	**Owner**	**PIN**	**Acres**	**Cost Percentage**	**Dollar Cost**
Lot 7	Kevin Kingston	14-34-402-007	.33	25%	$37,119.71
Lot 8	Kevin Kingston	14-34-402-008	.33	25%	$37,119.70
Lot 9	Patricia Manahan Trust	14-34-402-009	.33	25%	$37,119.70

EXHIBIT C



1215.03

CITY OF Bloomington ILLINOIS

Legal Department

January 15, 2015

Patricia Manahan
1502 E. Emerson
Bloomington, IL 61701

Re: Sewer Recapture Agreement

Dear Ms. Manahan:

As you may be aware, a sanitary sewer extension was constructed and completed for the property at 1504 E. Emerson Street in the City of Bloomington. This extension also benefits three other properties, including property owned by you {PIN NO. 14-34-402-009}. Illinois State law, as well as the City, requires that any residential property within 300 feet of a public sanitary sewer be connected to the public sanitary sewer. As the sewer extension has now been constructed and it is within 300 feet of your property, you will be required to connect your property to the sanitary sewer if your current septic system ever fails (or requires an additional permit} or as a condition of any final plat of s bdivision being approved for your property.

In addition, the sewer extension was funded solely by Pamela Tucci, at a total cost of $148,478.82. As there are other benefitting properties to the extension, it is common in Illinois for the individual covering the initial expense to seek recapture of a fair share from benefited properties. In this case, Ms. Tucci is seeking 75% of the cost of the sewer extension which equates to 25%·for each of the other three properties there were benefited (or approximately $37,119, plus interest and a mall administrative fee, per parcel}. The obligation to make this payment is set forth in what is called a "recapture agreement" (see attached}. Note under the proposed recapture agreement the amount is not due immediately, but only becomes due prior to the issuance of any new septic permit or submission and approval of a final plat of subdivision for your property. The recapture agreement will also be recorded, constitute a lien on the property and be valid for 20 years. This specific recapture agreement is set to be considered and acted upon by the City Council at its meeting on January 26, 2015.

This letter is purely for informational purposes to let you know that the sewer extension has been completed and that a recapture agreement has been proposed and will be considered by the City Council at its meeting on January 26, 2015. If you have any questions, you can contact Bob Yehl in the Public Works Department at {309} 434-2234 or myself at {309} 434-2213. Alternatively, you can contact Elizabeth Megli, the attorney for Ms. Tucci, at (309} 828-5281. Otherwise, no action is required on your part at this time.

Very truly yours,

Jeff Jurgens
Corporation Counsel

cc: Joni Painter, Alderman
David Hales, City Manager
Elizabeth Megli, Esq.

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157
legal@cityblm.org

Phone: (309) 434-2213
Fax: (309) 434-2316
TTY (309) 829-5115

CITY OF Bloomington ILLINOIS

legal Department

January 15, 2015

Kevin Kingston
1408 E. Emerson
Bloomington, IL 61701

Re: Sewer Recapture Agreement

Dear Mr. Kingston:

As you may be aware, a sanitary sewer extension was constructed and completed for the property at 1504 E. Emerson Street in the City of Bloomington. This extension also benefits three other properties, including two properties owned by you (PIN NOs. 14-34-402-007 and 14-34-402-008}. Illinois State law, as well as the City, requires that any residential property within 300 feet of a public sanitary sewer be connected to the public sanitary sewer. As the sewer extension has now been constructed and it is within 300 feet of both of your properties, you will be required to connect your property to the sanitary sewer if your current septic system ever fails (or requires an additional permit) or as a condition of any final plat of subdivision being approved for your property. Note an event triggering connection of one property to the sewer will not automatically require connection of the other property.

In addition, the sewer extension was funded solely by Pamela Tucci, at a total cost of $148,478.82. As there are other benefitting properties to the extension, it is common in Illinois for the individual covering the initial expense to seek recapture of a fair share from benefited properties. In this case, Ms. Tucci is seeking 75% of the cost of the sewer extension which equates to 25% for each of the other three properties there were benefited (or approximately $37,119, plus interest and a small administrative fee, per parcel). The obligation to make this payment is set forth in what is called a "recapture agreement" (see attached). Note under the proposed recapture agreement the amount is not due immediately, but only becomes due prior to the issuance of any new septic permit or submission and approval of a final plat of subdivision for your property. The recapture agreement will also be recorded, constitute a lien on the property and be valid for 20 years. This specific recapture agreement is set to be considered and acted upon by the City Council at its meeting on January 26, 2015.

This letter is purely for informational purposes to let you know that the sewer extension has been completed and that a recapture agreement has been proposed and will be considered bythe City Council at its meeting on January 26, 2015. If you have any questions, you can contact Bob Yehl in the Public Works Department at (309} 434-2234 or myself at (309} 434-2213. Alternatively, you can contact Elizabeth Megli, the attorney for Ms. Tucci, at (309} 828-5281. Otherwise, no action is required on your part at this time.

Very truly yours,

Jeff Jurgens
Corporation Counsel

cc: Joni Painter, Alderman
David Hales, City Manager
Elizabeth Megli, Esq.

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157
legal@cityblm.org

Phone: (309) 434-2213
Fax: (309) 434-2316
TTY (309) 829-5115

TITLE 77: PUBLIC HEALTH
CHAPTER I: DEPARTMENT OF PUBLIC HEALTH
SUBCHAPTER r: WATER AND SEWAGE
PART 905 PRIVATE SEWAGE DISPOSAL CODE
SECTION 905.20 GENERAL REQUIREMENTS

Section 905.20 General Requirements

a) Rate of Flow for Domestic Sewage. Each unit of the private sewage disposal system shall be designed to treat the volume of domestic sewage discharged to it. The volume of sewage flow shall be determined from Appendix A, Illustration A. For non-residential establishments, the Department will consider the use of actual flow volumes obtained from similar installations in lieu of the quantities contained in Appendix A, Illustration A, when the flow data is documented. Examples of the documentation that could be accepted would be actual measurements of the quantity of wastewater, or water use receipts. In the design of a private sewage disposal system, peak flows shall be designed for or attenuated.

b) Type of Waste. A private sewage disposal system shall be designed to receive all waste from the buildings served.

1) Prohibited Influent. No sub-soil drainage, discharge from roof drains or swimming pool wastewater shall be directed to the private sewage disposal system.

2) Hot Tub Wastewater. Wastewater generated by a hot tub or similar device shall be discharged to one of the following:

A) A separate subsurface seepage system, provided that the seepage field is designed to accommodate the liquid capacity of the hot tub on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.

B) The seepage field serving the domestic wastewater flow, provided the seepage field is increased in size to accommodate the additional flow from the hot tub on a daily basis. This drainage shall be piped around the septic tank and directly into the seepage field.

3) Motorized Equipment. Waste products, such as automotive grease, oils, solvents and chemicals, shall not discharge to a private sewage disposal system. These waste products shall be handled according to rules for disposal of oil, gas and grease promulgated under the Environmental Protection Act, or according to 35 Ill. Adm. Code, Subtitle G, or shall be

softener on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.

B) A separate building drain, in accordance with the Illinois Plumbing Code, that will discharge to a subsurface seepage system, provided that the seepage field is designed to accommodate the flow from this device on a daily basis. A septic tank is not required in front of a seepage field receiving flow from this device.

c) Individual Service. The use of a private sewage system to serve more than one property is prohibited except where a common property is provided, under joint ownership of the users, or where the system is under public jurisdiction or managed by a district established for the maintenance of these systems.

d) Water and Sewer Line Separation. The following criteria shall govern the separation of water supply lines and sewer lines:

1) Horizontal Separation. Sewers shall be installed at least 10 feet horizontally from any existing or proposed water line. When local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water line provided that the elevation of the crown of the sewer is at least 18 inches below the invert of the water line.

2) Crossings. Where sewer lines must cross water lines, the sewer line shall be laid at an elevation so that the crown of the sewer line is at least 18 inches below the invert of the water line. This vertical separation shall be maintained for that portion of the sewer line located within 10 feet horizontally of any water line it crosses. When sewer lines must cross above water lines, the sewer lines shall be Schedule 40 or equivalent material with watertight joints.

e) Sanitary Sewer. New or renovated private sewage disposal systems shall not be approved where a sanitary sewer operated and maintained under permit of the Illinois Environmental Protection Agency is available for connection. A sanitary sewer is available for connection when it is within 300 feet of a residential property or a non-residential property with a sewage flow less than 1500 gallons per day, or within 1000 feet of a non-residential property with a sewage flow greater than or equal to 1500 gallons per day, unless a physical barrier or local ordinance exists that prevents connection to the sewer. If connection from the property to the sanitary sewer cannot be made with an individual line (i.e., 4" inch line), then a private sewage disposal system may be installed.

f) Acceptable Pipe Materials

1) All piping located more than 5 feet from the building foundation, used to convey wastewater to a private sewage disposal system, shall be considered a part of the private sewage disposal system and shall be watertight. This piping shall be ductile iron, vitrified clay or plastic pipe. Only vitrified clay or plastic pipe shall be used from the septic tank and after the distribution box (where used). Perforated pipe or open-jointed tile shall be used only as provided in this Part.

FOR COUNCIL: January 26, 2015

SUBJECT: Text Amendment to Chapter 2, Sections 39, 42 and 54A and Chapter 16, Article IV Sections 48 – 50, 52 and 58 of the City Code Pertaining to Procurement

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

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; and Goal 5. Great place — livable, sustainable City.

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

BACKGROUND: Parts of the City's current procurement processes are outdated, ineffective and unclear and should be improved. As a result of these deficiencies procurements transactions are subject to too many interpretations. The current code is a source of frustration to both staff and vendors alike. Well managed updates will provide clear and practical direction on a daily basis. After extensive (since October 2013) review and evaluation of the City's procurement process, practice and ordinances, Finance and Legal staff presented recommendations for updates to the Code to a City Council work session on 12/8/14. Based on "Best Practice" of industry leaders in public procurement the revisions:

1. Establishment of legal authority
2. Provide uniform policies throughout the organization
3. Build public confidence in public procurement
4. Ensure fair and equitable treatment of everyone
5. Provide for increased efficiency, economy, purchasing power and flexibility
6. Fostering effective broad based competition
7. Safeguard the integrity of the procurement system
8. Prevent against corruption, waste, fraud and abuse

Under the proposed ordinance revisions Council maintains three (3) strong levels of control on city wide procurement with the addition of a fourth (4^{th}) level:

1. The adoption of a comprehensive line item budget for operating and capital expenditures for all funds.
2. The approval of all award of bids, request for proposals, contracts, over $50,000, previously $25,000. Council approves all bid waivers over $25,000.
3. The approval of the check warrant for all sums due from the city (all bills except employee costs) before bills can be paid.

4. The approval of a formal project management plan for the design, construction, and oversight of all public facility construction over $500,000.

Once the proposed ordinance revisions are adopted, the Finance Department under the direction of the Administration and Legal departments, will establish formal regulations encompassing the ordinance changes and outlining procedures for procurement under $50,000. Changes to procurement procedures will be reviewed and tested by external auditors. The Procurement Division will serve as the funnel for procurement transactions providing internal control insuring compliance with regulations and best practices. Regulations for procurement under $50,000 will include but is not limited to:

1. A formal bid process for procurement over $25,000, previously $10,000: unless there is a specific exemption as outlined in the ordinance, which will be substantiated by procurement and approved by the City Manager, e.g., sole source, limited source.
2. A minimum of three (3) formal quotes are required for procurement over $10,000 up to $25,000 unless there is a specific exemption as outlined in the ordinance, which will be substantiated and approved by procurement, e.g., sole source, limited source.
3. Procedures for procurement under $10,000 already exist which will be revised, made into formal regulations, and approved by auditors.
4. Internal audit procedures will be expanded to detect patterns of abuse and ensure compliance with new regulations. Findings will be actionable and reported to Human Resources and Administration.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Presentation on December 8, 2014 Council Work Session.

FINANCIAL IMPACT: Enterprise effectiveness will be a key impact of clarifying and implementing proposed changes decreasing reputational risk in the vendor communities. Increasing the bid limit will allow small business' to participate without incurring the cost of submitting formal bids/requests for proposals.

Respectfully submitted for Council consideration.

Prepared by: Jon Johnston, Procurement Manager
Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance
Attachment 2. Process Slides
Attachment 3. December 8, 2014 Work Session Memo
Attachment 4. Work Session Power point presentation

Motion: That Text Amendment be approved and the Ordinance passed.

Motion: ______________________________ Seconded by: ______________________________

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

ORDINANCE 2015 - ___

AN ORDINANCE AMENDING THE CITY CODE PROVISIONS ON PROCUREMENT AND COLLECTIONS

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

SECTION 1. That Chapter 2, Sections 39, 42, and 54A, and Chapter 16, Article IV, Sections 48, 49, 50, 52 and 58 Chapter of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

CHAPTER 2 Administration

Section 39. Same – Powers and duties generally.

H. The Manager shall examine and report on all proposed contracts to which the City may be a party, and ~~may~~ <u>shall</u> sign on behalf of the City any contract authorized by the City Council, excepting where the Council directs that some other officer or officers shall do so.

J. The Manager shall be general purchasing agent of the City, and except where specific provision to the contrary is made by law or by the Council, he shall make all purchases of <u>construction, repair, maintenance, services, goods,</u> supplies, materials, and equipment authorized by the Council, in the manner prescribed by and subject to the limitations imposed by law. No purchase shall be made or obligation incurred except upon authorization by the Council, and no expense shall be incurred except for purposes for which no prior appropriation is required by law if the amount thereof is not covered by an unexpended appropriation for the purpose.

Section 42: Mayor.

D. Except where such matters are subject to a veto, the Mayor shall sign on behalf of the City any ~~contract~~ <u>document</u> or deed authorized by the Council.

Section 54A: Settlement of Litigation, <u>Claims and Collections</u>.

<u>(4)</u> <u>For any judgment obtained by the City or for any other amount owed to the City, the City Manager is authorized to enter into an agreement with one or more collection agencies for the collection of said debts.</u>

<u>(5)</u> <u>The City Manager is authorized to enter into tax repayment agreements with individuals, corporations or businesses that are 30 days or more</u>

behind in the payment of any City tax owed to the City for the collection said taxes.

Chapter 16 Department of Finance

Section 49: Approval of Contracts, Purchases, Open Market Orders and General Spending Levels ~~Purchases Costing Less than Twenty-Five Thousand Dollars~~

~~The City Manager is hereby authorized to purchase, at his discretion, on the open market, commodities and supplies costing not more than Ten Thousand Dollars ($10,000). For commodities and supplies costing more than Ten Thousand Dollars ($10,000.00) but less than Twenty-Five Thousand Dollars ($25,000.00), the City Manager is authorized to purchase that item, at this discretion, on the open market, if the item to be purchased is included in the currently approved annual budget and the item will be purchased through a competitive bidding process.~~

(a) The City Manager is hereby authorized to procure, at his discretion, on the open market, commodities, ~~and~~ supplies and services, and construction, repair and maintenance projects, costing not more than Fifty Thousand Dollars ($50,000.00) per individual purchase, contract and/or procurement. This provision shall apply only to the extent the amount of the procurement is covered within the City's existing appropriation ordinance.

(b) The City Manager's determination with respect to contracts, purchases or open market orders involving the expenditure of more than Fifty Thousand Dollars ($50,000.00) per individual purchase, contract and/or procurement shall be approved by the Council before taking effect.

(c) The approval of contracts, purchases and open market orders, whether within the authority of the City Manager or the Council shall remain subject to the applicable competitive procurement requirements of Section 50.

(d) The City Manager shall establish regulations, as set forth in Chapter 2, Section 14, setting forth more detailed requirements and procedures for the procurement of commodities, supplies and services, and construction, repair and maintenance projects as well as when contracts shall be used for procurement and when purchase orders shall be used.

(e) The City Manager may authorize payments of expenditures approved in the City's budget and appropriation ordinance that are routine in nature and otherwise required by an existing contract or intergovernmental agreement, as well as utility payments, health insurance payments and other contributions approved within the budget and appropriation ordinance. Any such expenditure shall be reported on the City's Bills and Payroll report.

(f) Nothing herein shall limit the ability of the City Manager to hire employees, enter into and sign employment contracts, and to sign contracts with employment agencies.

(g) The City Manager shall have the authority to execute a change order to any contract if either: (1) the amount of the change order is under $5,000.00; or (2) the change order does not raise the total cost of the procurement more than $50,000. For all other change orders, the City Council shall approve the change order or may give authority to the City Manager in the motion to approve the contract authority to execute change orders.

(h) All formal contracts shall be approved as to form by the Corporation Counsel.

Section 50: Competitive Procurement Requirements; Notice of Procurement; Waiver of Bids ~~Qualifications of Bidder; Approval of Contracts; Purchases in Excess of Ten Thousand Dollars~~

~~All contracts or open market orders made by the City shall be awarded to the bidder whose bid is determined by the City Manager to serve best the interest of the City, taking into consideration the quality of the goods or services to be supplied, their conformity with the specifications, the price, delivery terms and the service reputation of the vendor, provided, that the City Manager's action with respect to purchases or contracts involving the expenditure of more than Ten Thousand Dollars ($10,000.00) shall be approved by the Council before taking effect. All formal contracts shall be approved as to form by the Corporation Counsel.~~

~~All notices to bidders for procurement of goods or services in excess of Ten Thousand Dollars ($10,000.00) shall be published no less than ten (10) days in advance of the date announced for the receiving of bids, in a daily newspaper of general circulation in the City, and shall simultaneously be available at the City Clerk's office in the City Hall. The newspaper notice required shall include a general description of the articles to be purchased, shall state where bid documents may be secured and the time and place for opening bids. In addition, sealed bids shall be solicited by mailing notices to prospective suppliers. All such contracts shall be awarded by the City Council. The City Council by Resolution adopted by a majority vote of the Councilmen elected, including the Mayor, may direct the City Manager to enter into such contracts or make such purchases by waiving the bidding process. In cases where the goods or services have already been approved through a state competitive bidding process or are being purchased~~

~~through a joint purchase agreement with one or more other governmental units, the City Council may approve the purchase without the request of a Resolution waiving the bidding process.~~

(a) Requirements. Except as provided in Section 50(c), all contracts, purchases or open market orders in the amount of $25,000 and above made by the City in shall be awarded to the vendor whose bid, quote or offer, after due notice is given as provided in subsection (b) below, is determined by the City Manager (for procurements between $25,000 and $50,000) or the Council (for procurements in excess of $50,000) to serve best the interest of the City, taking into consideration the quality of the construction, repair, maintenance, services, goods, supplies, materials, and equipment supplied, their conformity with the specifications, the price, delivery terms and the service reputation of the vendor, and such other criteria as may be specified in the documents seeking the bid, quote or offer. The City reserves in all cases the right to reject all bids, quotes and/or offers. This process shall be known as "competitive procurement." For the procurement of construction, repair, or maintenance, equipment, supplies, materials, goods or services estimated to be under Twenty-Five Thousand ($25,000.00), the City Manager shall establish purchasing and/or bid procedures by regulation.

(b) Notices. All notices to bidders or responders for procurement of construction, repair, or maintenance, equipment, supplies, materials, goods or services estimated to be Twenty-Five Thousand Dollars ($25,000.00) or more shall be published no less than ten (10) days in advance of the date announced for the receiving of bids or responses, in a daily newspaper of general circulation in the City, and shall simultaneously be available at the City Clerk's office in the City Hall. The newspaper notice required shall include a general description of the articles to be purchased, shall state where the competitive procurement documents may be secured and the time and place for opening bids or responses. In addition, sealed bids or responses shall be solicited by mailing notices to prospective suppliers.

(c) Waiver of Competitive Procurement Requirements. The competitive procurement requirements set forth in this Article may be waived in the following circumstances by either the City Manager or City Council, as applicable:

(i) Resolution Waiving. The City Council by Resolution adopted by a majority vote of the Councilmen elected, including the Mayor, may direct the City Manager to enter into contracts or to make purchases in excess of Twenty-Five Thousand Dollars ($25,000.00) by waiving the competitive procurement process. A resolution waiving the competitive procurement requirements may be approved when the City Council determines the bid waiver to be in the best interests of the City and the waiver is for contracts for construction, repair and maintenance, services, goods, supplies, materials and equipment and is authorized by two-thirds of the Councilmen elected; or

(ii) Joint Purchases. In cases where the construction, repair, or maintenance, equipment, supplies, materials, goods or services for amounts in excess of Twenty-Five Thousand Dollars ($25,000.00) have already been approved through a state competitive bidding process or are being purchased through a joint purchase agreement with one or more other governmental units, the City Council or City Manager may approve the purchase without the adoption of a Resolution waiving the competitive procurement process. Nothing shall prevent the City from seeking quotes and bids, and making purchases, from suppliers or vendors who can provide lower prices than those available through joint purchasing programs for equivalent or better items. The City Manager is further authorized to enter into joint purchasing agreements without prior approval of the City Council and to exercise his or her spending authority without competitive procurement if the purchase is through a joint purchasing program.

(iii) Sole Source Procurement. Contracts for construction, repair and maintenance, services, goods, supplies, materials and equipment that are produced or provided by only one supplier or vendor may be awarded without engaging in the competitive procurement processes required by this Code and without adoption of a resolution by either the City Council or City Manager, as applicable. For this exception to apply, the following steps must followed:

(1) The City Manager, or his designee, shall perform due diligence to determine whether there is more than one possible vendor and shall document said efforts;

(2) The vendor shall provide a letter indicating its sole source status; and

(3) If the City Manager, or his designee, determines that there is only one supplier or vendor of the construction, repair and maintenance, services, goods, supplies, materials and equipment the City requires, the City Manager, or his designee, is authorized to negotiate and to recommend to the City Council for contacts and purchases in excess of $50,000, as applicable, a contract with such supplier or vendor to purchase the construction, repair and

maintenance, services, goods, supplies, materials and equipment, at prices or on terms most advantageous to the City. In such a case, the City Manager, or his designee, shall make a written determination that such supplier or vendor is the sole source for such construction, repair and maintenance, services, goods, supplies, materials and equipment. For contracts or purchases between $25,000 and $50,000, the City Manager may proceed with the purchase without Council approval if all of the steps outlined herein are met.

(iv) Limited Source Procurement. Contracts for construction, repair and maintenance, services, goods, supplies, materials and equipment that are produced or provided by a specialized supplier or vendor, or where due to compatibility issues with existing equipment a limited source procurement is necessary, may be awarded without engaging in the competitive procurement processes required by this Code and without the adoption of a resolution. For this exception to apply, the following steps must followed:

(1) If the City Manager, or his designee, determines that a specialized supplier or vendor is needed or has been used in the past on a specific project for construction, repair and maintenance, services, goods, supplies, materials and equipment within the special parameters required by the City or pursuant to an overall plan for procurement to achieve improved public service or long term operational efficiencies for the City, the City Manager, or his designee, is authorized to negotiate and to recommend to the Council a contract with such supplier or vendor to purchase the construction, repair and maintenance, services, goods, supplies, materials and equipment, at prices or on terms most advantageous to the City. For contracts or purchases between $25,000 and $50,000, the City Manager may proceed with the purchase without Council approval if all of the steps outlined herein are met.

(2) In the case of a Limited Source Procurement, the City Manager, or his designee, shall make a written determination of the basis for the special City parameters or overall plan for procurement to achieve improved public service or long term operational efficiencies for the City and that such supplier or vendor is the single source for such construction, repair and maintenance, services, goods, supplies, materials and equipment.

(v) Professional Services. Contracts, agreements or memberships in or with trade or professional organizations, lobbying groups, governmental services memberships, and professional services for legal and employment related services shall be exempt from the competitive procurement requirements as shall all employee contracts and hires and agreements with any collection agencies.

(vi) Emergency Procurements. Emergency procurements pursuant to Section 52.

Section 52: Emergency Purchases; Report Required When More Than Twenty-Five Thousand Dollars

In the case of accident or other circumstances creating an emergency where necessary to protect life, the public health and safety, and public property, or in the case of the occurrence of any breakage or loss of equipment, or in other circumstances which could not reasonably be anticipated, whereby in which any necessary regular service of the City is, or is about to be, interrupted or whereby the City will suffer any great or continuing loss, the City Manager, upon the request of the department head, may negotiate an emergency purchase to address any such circumstance ~~restore or maintain such service or to terminate such loss~~, without ~~advertising for bids~~ engaging in the competitive procurement process and in such amount as may be necessary in the circumstances. In the case of such emergency purchases involving amounts in excess of Fifty Thousand Dollars ($50,000.00) ~~of more than Twenty-Five Thousand Dollars ($25,000.00)~~, the City Manager shall, at the next meeting of the Council thereafter, render a full report on the case.

Section 58: Public Facility Construction.

The goal of the public construction of City facilities is to deliver public facilities that meet the needs of the citizens and the public employees that use them and that represent sound investments of tax dollars. High-quality, cost-effective design and construction services are key to achieving this goal on each public facility construction project. As part of any proposed new public facility construction project estimated to be in excess of $500,000, the City Manager shall first propose to the City Council a project management plan for the design, construction and oversight of the project.

The project management plan may either be approved or rejected by a majority of the City Council and the project management plan ultimately approved shall govern the design, construction, oversight and general scope of the project. This plan shall include whether the project will be design-build or whether a general contractor will be utilized. The project management plan shall be approved prior to bidding the project, but may be altered or amended by a majority of the City Council after bidding. The project management plan shall include a schedule, identify critical issues, outline any risks, estimates of cost, and budget. The project management plan shall provide for the transition of all record drawings, record of contractors and subcontractors, operation and maintenance manuals, training for the proper operation of the facility and equipment, and a record of warranties to City staff.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 6. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ___ day of ___________, 2015.

APPROVED this ____ day of _________, 2015.

APPROVED:

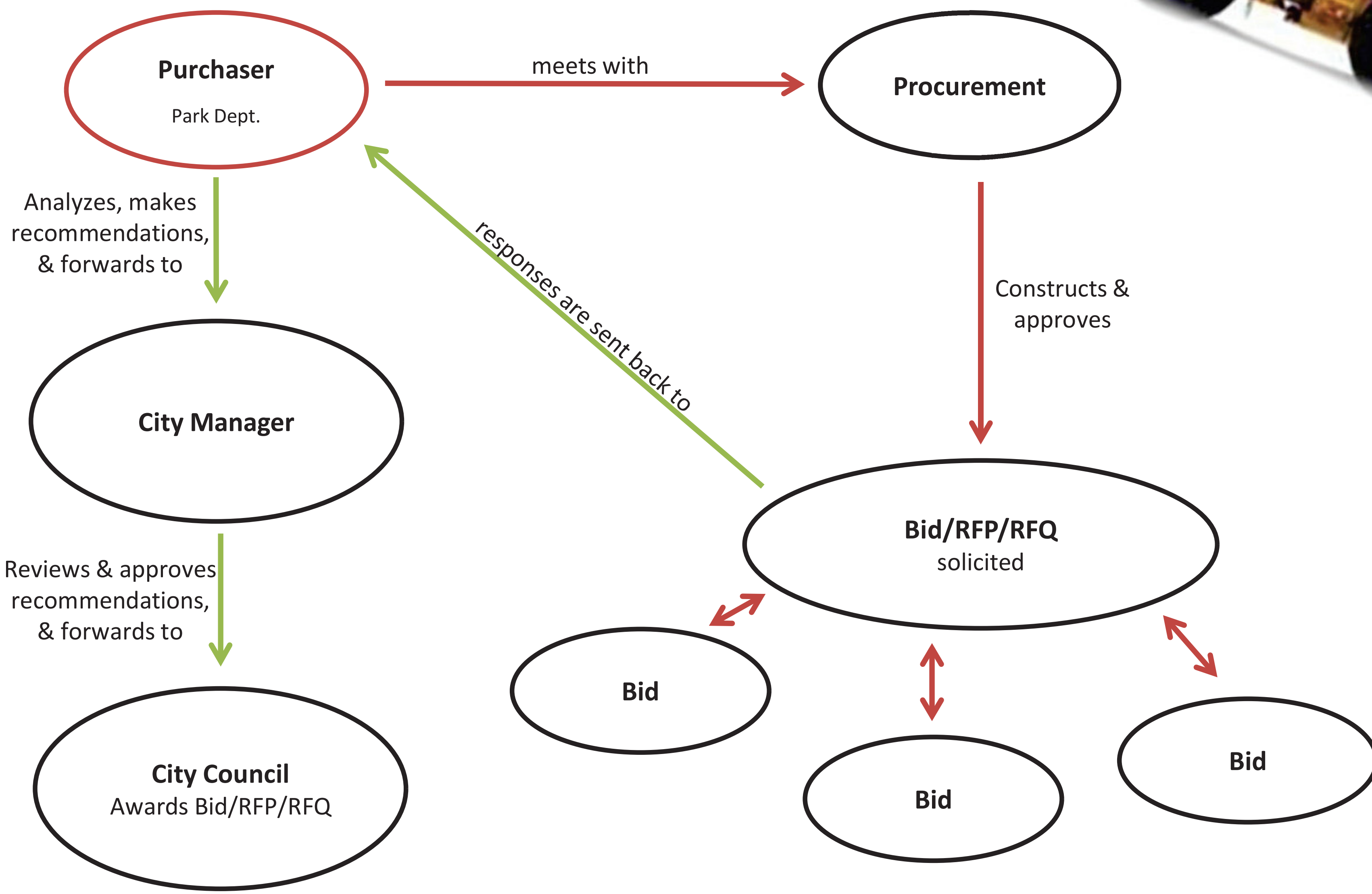
Tari Renner
Mayor

ATTEST:

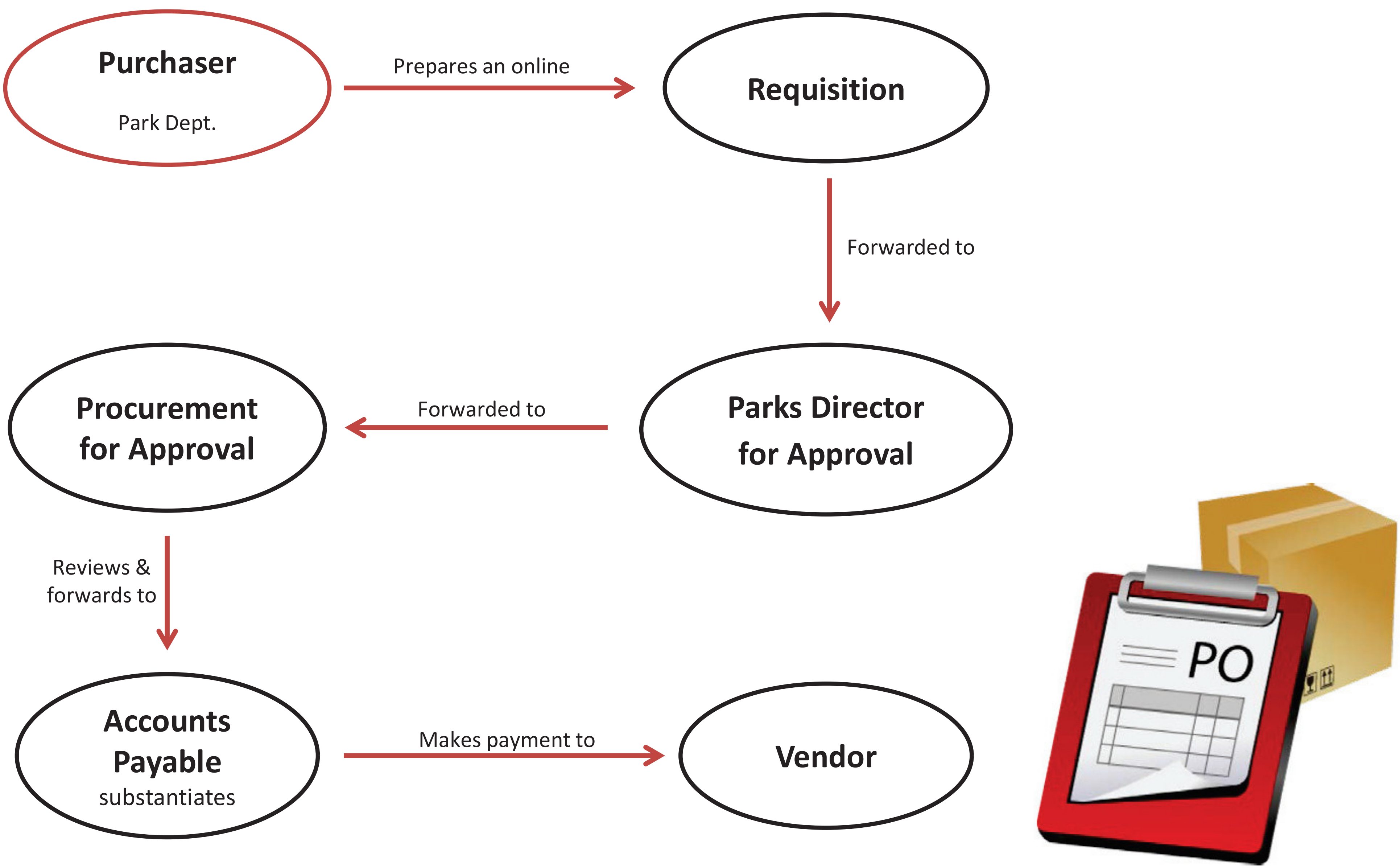
Tracey Covert
City Clerk

SAMPLE PURCHASE: ≥ $50,000

Bucket Loader for Parks



Sample Process Once Awarded by Council



CITY OF Bloomington ILLINOIS

FOR COUNCIL: December 8, 2014

SUBJECT: Proposed Procurement Ordinance

RECOMMENDATION/MOTION: Informational only.

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

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

BACKGROUND: Finance has reviewed procurement practices with stakeholders over the last year. It is clear when enforcing current practices that the necessary staff needed to comply with current ordinance language is unavailable and is not likely to be available in the near future. In addition, frustrations voiced by the vendor community are echoed regularly to the City's Procurement Division. Major complaints: bid limits are too low; no bid exemptions for non-biddable items; the cost of proposing to the City is too high; unclear authority, guidelines and procedures for City staff; contract terms need to be decided up front; other communities have higher bid limits, bid exemptions and more autonomy to purchase.

Finance undertook a multi-pronged action plan to resolving procurement issues:

1. Stabilize the Procurement division and understand the inner workings of the procurement cycles.
2. Meet with and interview internal and external stakeholders to understand potential deficiencies.
3. Evaluate complaints for validity and examine current procedures, practices for accuracy and efficiencies.
4. Understand the City's legal parameters and ordinances regarding contracts and procurement.
5. Make and implement recommendations for improvement.

To date Finance has:

1. Hired a seasoned Procurement Manager who has extensive background in city planning, grant administration, and engineering and construction procurement.
2. Developed a Procurement round table meeting to meet with staff and managers involved in the procurement process - to gather data, educate, and vet out procurement concerns.
3. Investigated vendor concerns/complaints to assess where, if any, break downs occurred.
4. Reviewed and evaluated procurement policies of other units of government
5. Collaborated with legal to identify procurement related statutes applicable to the City and revise and clarify City ordinances to include both legal and finance recommendations.

6. Developed a Proposed Ordinance on which City Council can comment.

Proposed Ordinance Revisions will:

1. Be the foundation for the development of new procurement regulations which will be approved by the City Manager.
2. Provide clear lines of authority to execute all procurement transactions increasing efficiencies and transparency.
3. Reduce the amount of formal proposals from vendors and reduce the cost of doing business.
4. Re-focus staff hours on high dollar, complex, procurement transactions.
5. Add more accountability for construction projects.
6. Ensure corporate counsel approves all formal contracts.
7. Raise the City's bid limit from $10,000 to $25,000 or .03 percent of the general fund budget.
8. Authorize the City Manager to approve procurement up to $50,000 after bid requirements have been met - formerly, $25,000.
9. Provide the authority to make routine payments that are approved in the budget that are not considered biddable: utilities, intergovernmental agreements, health insurance payments, contributions to agencies (CT Transit, CVB) and sole source issues.
10. Provide for specific and clear bid exemptions; currently there is no bid exemptions included in the City ordinances beyond the ability to generally waive the bid process. Specific exemptions for employment and professional services (i.e. legal) and limited source.
11. Add language for Construction Projects requiring the City Manager bring forth a project management plan for projects over $500,000. Currently there is no such requirement.
12. Clarify the ability to use state bids or other joint purchasing agreements to satisfy bid requirements.
13. Language clarification on defining emergency procurement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales
City Manager

Procurement Overview

Prepared by

Jon Johnston, Procurement Manager

Patti-Lynn Silva, Finance Director

Jeff Jurgens, Corporate Counsel

Overview

- Procurement Overview
- Review and Analysis
- Recommendation

Procurement Overview

- Procurement - purchase of goods, services, commodities, and construction.
- The City's Procurement Division (Under Finance Dept.) office has a staff of 2
- Dedicated to the oversight of City wide procurement

  FY 2014 - $75 million & >30,000
- Procurement values range from $20 to $2,000,000
- We may purchase everything from "clown noses" to chemicals for treating drinking water to building sewers
- "Procurement's" is to serve as an active internal control, strive to provide open and transparent competition & comply with applicable laws and regulations

Review and Analysis

- Started about two years ago
- Procedures need to be reviewed and updated from time to time
- Supporting this review and evaluation were
  - * Inputs from “vendors’ supported this direction
  - * Change in City Management
  - * Input from City staff
- Major Goals:
  - Review of effectiveness of procurement as an internal control.
  - Implementation of industry best practices by the National Institute of Government Procurement (NIGP).
  - Utilize feedback from others when considering changes
    - Bid limits to low
    - Too expensive to prepare bids for small vendors
    - Ineffective use of staff hours and expertise
    - Unclear authority, guidelines & procedures.

Review and Analysis

- The review and analysis of the procurement function, regulations, and best practices revealed:
  - The procurement code needs more clarity - confusion at many levels of users
  - Current language is outdated
  - City's bid limit is too low in comparison to peers and the economy (inflation)
  - Unclear lines of authority for contracts
  - Staff time needs to reallocate more focus to high dollar complex procurement
  - More accountability for construction projects is needed
  - Corporation Council needs to review all contracts.

Review and Analysis Continued

- To work smarter City staff has been conducting regularly scheduled “Round-table” meetings since August 2013 where Citywide staff provides input on procurement and other information is shared. This has provided clarity in identifying shared concerns of procurement concerns with which departments struggle

Recommendations

- City Manager will execute all contracts only after the Council authorization.
- The bid limit will be raised from $10,000 to $25,000 in keeping with the economy - Non Home Rule communities, like Wapella, have a $20,000 Bid limit
- The City Manager can authorize procurements up to $50,000 after “bidding” occurs
- The City Manager, in conjunction with the Finance Department, shall establish and/or revise regulations/policies for City procurement.
- The City Manager may sign employment contracts, contracts with employment agencies and tax repayment agreements.
- Bid waiver resolutions are not required for joint purchases, sole or limited source suppliers, professional services & emergency procurements
- City will specify management information on all projects over $500,000

Recommendations Continued.

- City Manger has authority to waive bidding and direct payments for routine purchases such as utilities, health insurance premiums, regulatory permits, etc.
- City Manager has authority to procure necessary & compatible, software, public safety equipment, services, commodities, etc., that make financial sense, reduce inefficiencies in a timely manner

SUMMARY

- Vendors and City Staff have provided great input
- Existing standards have been reviewed and evaluated
- City standards have been measured against “peers” as well as “industry standards”
- Numerous recommendations have been considered, crafted and offered
- Recommendations represent efforts to make City operations more efficient and cost effective

CONCLUSION

- Staff was tasked to provide a review and offer recommendations that improve the quality of the City
  Residents – Vendors – Staff
- That task has been delivered
- Staff will continue to strive make needed improvements and better the City
- These changes offered will provide the tools needed to provide better and more efficient use of City resources
- Not making needed changes will impede implementing needed improvements

CITY OF Bloomington ILLINOIS

ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

JANUARY 26, 2015

ADDITION TO CONSENT AGENDA

Item 6D. Mclean County Regional Planning Commission Presentation by Vasudha Pinnamaraju, AICP. *Presentation documents attached.*

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.*

REMOVE FROM REGULAR AGENDA

Item 8A. Tucci Recapture Agreement. (Recommend that the Agreement Authorizing Reimbursement for the Construction of Improvements Beneficial to the Public in the Ewing & Evans Subdivision be approved, and the Mayor and City Clerk authorized to execute the necessary documents.)

BRING IT BLOOMINGTON!

PLAN IT. SEE IT. LIVE IT.

A VISION FOR THE FUTURE

December 2014

DRAFT

This report was prepared by the
McLean County Regional Planning Commission
as Phase 2 of the City of Bloomington's
Comprehensive Plan 2015.

CREDITS

Bloomington City Council
Tari Renner, Mayor
Kevin Lower, Ward 1
David Sage, Ward 2
Mboka Mwilambwe, Ward 3
Judith Stearns, Ward 4
Joni Painter, Ward 5
Karen Schmidt, Ward 6
Scott Black, Ward 7
Jim Fruin, Ward 9

Bloomington Planning Commission
Stan Cain, Chair
J. Alan Balmer
Christopher Cornell
Rex Diamond
James Pearson
John Protzman
Ryan Scritchlow
David Stanczak
Kevin Suess
Rob Wills

Comprehensive Plan Steering Committee
Georgia Bouda
*Richard Briggs
*Stan Cain
Tracey Covert
*Thomas Dabareiner
*Nora Dukowitz
Austin Grammer
David Hales
Brendan Heffner
Jim Karch
Mike Kimmerling
Frank Koehler
Kevin Kothe
*Alex McElroy
Stephen Rasmussen
Mark Woolard

*Also served on Visions & Values subcommittee

Project Partners
City of Bloomington
Bloomington Car Wraps
Bloomington Housing Authority
Bloomington School District 87
Bloomington-Normal Association of Realtors
Bloomington-Normal Economic Development Council
Bloomington-Normal YMCA
Central Illinois Regional Airport
Clare House
Connect Transit
COUNTRY Financial
Ecology Action Center
Green Top Grocery
Home Sweet Home Ministries
Illinois Wesleyan University Action Research Center
Life Center for Independent Living
McLean County Chamber of Commerce
McLean County Museum of History
McLean County Wellness Coalition
McLean County YWCA
Sugar Mama Bakery
University of Illinois Extension
West Bloomington Revitalization Project

Promotional Video
Dan Boyd
Krista Gaff
David Hales
Domonica Hilt
Kellie Nolan
Larry Phillips
Tari Renner
Greg Shaw
The Wolfe Family
Connect Transit
Bloomington Center for the Performing Arts

All those who helped with the process, hosted meetings and events, distributed surveys, and provided their input on the Bloomington Comprehensive Plan.

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Grazie

December 11, 2014

Dear Bloomington Resident,

Bring It on Bloomington, a four-month community visioning process for the City of Bloomington's comprehensive plan, was very successful. Thanks to all of you for sharing your thoughts and ideas for the future of our community, and to the many agencies and organizations that believed in this effort and stood behind it. We are happy to report that over 2,000 community members from many walks of life contributed their voices to this process, making this one of the most productive outreach efforts ever undertaken in this community.

The outreach survey's four questions allowed respondents to express their hopes and dreams for Bloomington's future without limitations on the content or length of their responses. We are very excited to see the breadth and depth of subjects covered reflecting the respondents age, income, race, lifestyle and political perspectives.

This document, "A Vision for the Future" is a compilation of the common themes that emerged from careful analysis of over 8,000 comments. These themes were organized into chapters for use in the next step of the planning process. Those chapters include Arts, Culture and History, Economy, Education, Government, Health and Natural Environment, Infrastructure, Neighborhoods and Public Safety. Expect to find recurring and overlapping topics and themes as respondents expressed their opinions the way they experience the community, in totality and not in isolation.

The Vision statement in each chapter is a reflection of the core values and a desired future envisioned by respondents on that subject. Each Vision statement has several guiding themes based on the context within each chapter. These guiding themes will help the hundreds of volunteers contributing their time and energy on the working groups to take your vision a step closer to reality by framing the goals, objectives and actionable items for the comprehensive plan.

We are very excited to learn the hopes and dreams of many residents. We hope you will be as inspired as we are by the passion your fellow residents have for the future of our community. This unified, multi-layered vision provides a solid foundation for the comprehensive plan.

Thank you,

Stan Cain,
Chair of the Bloomington Planning Commission and
Chair of Steering Committee *for* City of Bloomington, Comprehensive Plan

Dziekuje

Shukran

Grazie

Danke

Xièxiè

Shukran

Danke

Thank You

Grazie

Shukria

Gracias

Obrigado

INTRODUCTION

In the last 50 years, the City of Bloomington doubled in population and grew more than 2.5 times in the corporate area. This growth brought about many changes in the demographic profile of the City. Given the rapid growth and changes coupled with the fiscal challenges posed by the recent recession, City of Bloomington leadership wanted a deeper understanding of the community's vision for the future and the developmental priorities. McLean County Regional Planning Commission (MCRPC) was charged with that task as part of the City's comprehensive plan.

Visioning is a process by which the community defines what it wants for the future. An extensive public outreach that allows everyone to collectively shape the vision is a critical first step. Accordingly, MCRPC launched a visioning effort called "Bring It On Bloomington" in June 2014, whereby the community's core values were identified upon which a unified vision was built.

With the motto of "we will come to you for your input," this four-month long visioning process reached over 6,000 people at 51 different meetings or community events at times most convenient for the residents. Over 2,000 members of the community completed and returned the four-question survey during the outreach. Particular attention was paid throughout the process to include the voices that are typically not involved in local decision making.

Over 8,000 individual comments were reviewed and analyzed, discovering what the community members love and hold close to their heart, things they see as challenges, their inspirations for the future and suggested strategies to help overcome those challenges. The respondents covered a wide variety of topics with great depth. While there are variations, a few dominant themes or core community values quickly emerged. This report is a compilation of those voices, values and the themes in all their complexity.

There is a distinct sense of community in Bloomington. Many describe this as a family-friendly community and prize its "small town feel" where people care for each other, and it is generally clean, peaceful and quiet. They see this spirit in the neighborhood schools, parks and public places where the children and neighbors gather. Bloomington's plentiful job opportunities, universities and community colleges, entertainment choices and cultural opportunities, and a range of shopping and dining options were the "big city amenities" frequently cited by the respondents.

It was clear that the rich history is greatly valued and celebrated. Overwhelmingly, respondents wanted to see a healthy core where the Downtown is thriving and the older neighborhoods are in vogue again.

People recognize solid infrastructure as the backbone for growth and prosperity of the City. Many urged continued investment in the City's current infrastructure and careful and thoughtful expansion of critical assets in the future. The community values opportunities for healthy and active lifestyles, such as the City's many parks and Constitution Trail, and access to fresh, local food.

Residents favor an efficient city government that operates with transparency and respect for the public. Many value the good work of City staff in protecting and providing services for residents.

Respondents covered a breadth and depth of issues from built to social and civic to political. These issues are carefully organized into eight different chapters. Each chapter represents the community's collective thoughts within an interconnected network in which no one person, organization or institution is fully in charge.

While the comprehensive plan will incorporate most of the community's input, there are some limitations. A small minority of comments called for the reorganizing of Bloomington's governmental structure, an aspiration well beyond the scope of the comprehensive plan. The common themes from these comments are included in the chapter titled "Alternative Perspective" as an acknowledgment of that voice.

As illustrated in Figure 1, the core values and the unified vision can become the foundation for future planning initiatives by the City, other public and not for profits as well as grant applications.

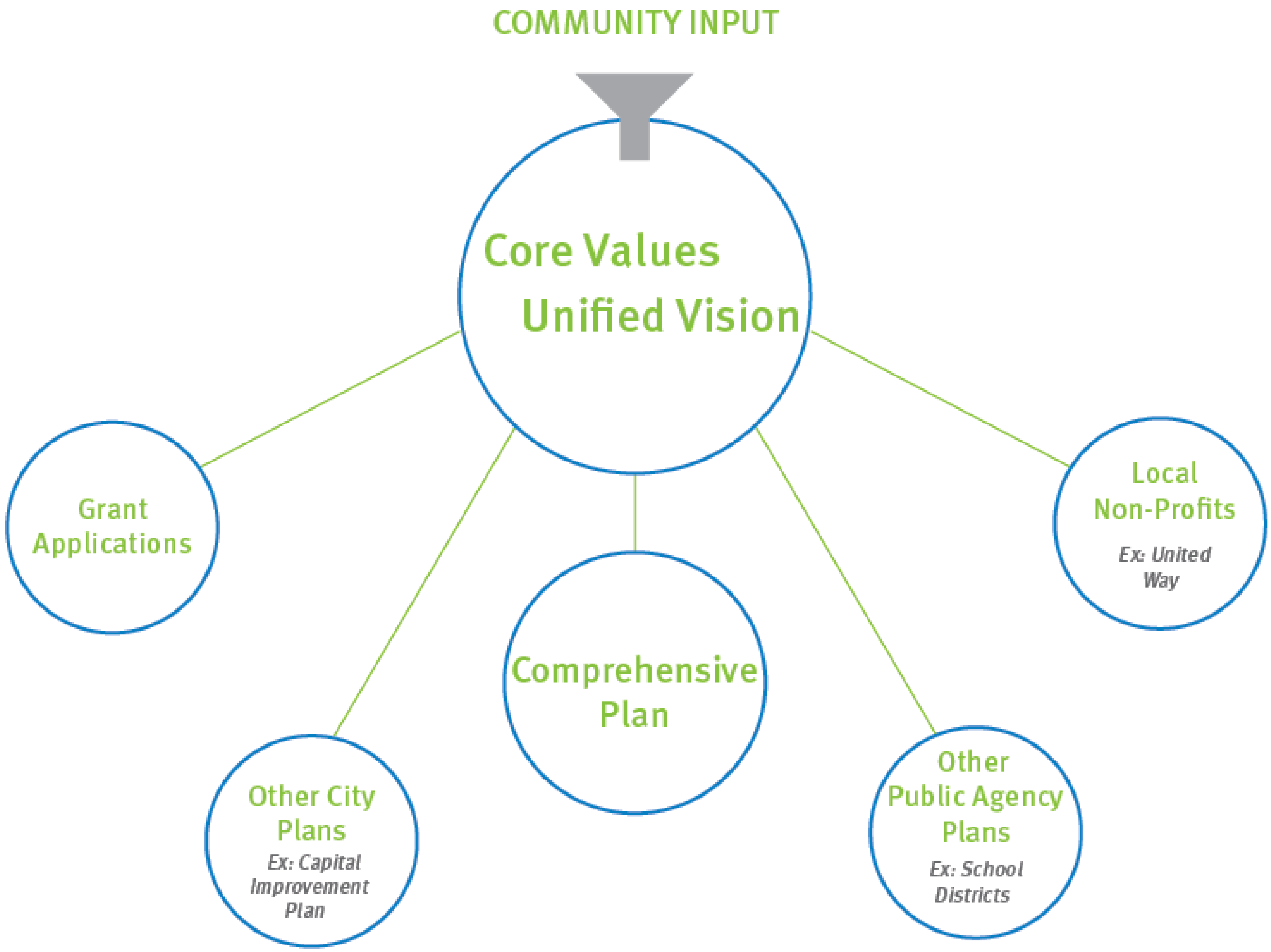

COMMUNITY INPUT
Core Values
Unified Vision
Grant Applications
Other City Plans
Ex: Capital Improvement Plan
Comprehensive Plan
Other Public Agency Plans
Ex: School Districts
Local Non-Profits
Ex: United Way

FIGURE 1

CORE VALUES...

Small Town Feel With Big City Amenities

Residents prize Bloomington's **small town feel** where neighbors are welcoming and care about each other and those that are less fortunate.

The **family-friendliness** of the community makes it a great place to raise kids and grandkids.

Safe **neighborhoods** ensure general peace and quiet and a feeling of security in homes.

Residents appreciate the aura of **history**, with each new generation finding its place in Bloomington's journey.

Bloomington has **big city amenities such as job and education choices** to build lives, a **variety of entertainment options** that enhance the quality of life, and a rich palette of **arts and cultural opportunities.**

Keeping and enhancing our **sense of community,** community pride, diversity of people, jobs, activities, public spaces and amenities is vital for the long-term health and vibrancy of this community.

Stable Economy

The community's **recession-resistant economy** is highly valued by the residents and includes...

...a range of **good-paying jobs** provided by many large corporations and small companies.

...a highly educated **"white collar" workforce.**

...a lively marketplace of goods and services, with world products and local crafts**.**

People would like to see...

...a **diversified local economic base** with a range of stable businesses.

...an emphasis on **local** services **and small** businesses in the interest of long-term economic sustainability.

...a **culture of entrepreneurship** in the community.

...the City positioned to be competitive in the **21st century economy.**

Good Education System

Quality schools, public and private contribute to Bloomington's reputation as a family-friendly community.

Colleges and universities offering intellectual enrichment and life-long learning opportunities are among the City's great assets.

Residents..

...recognize that the **health of the public school system** is crucial for the City's long-term success.

...support additional **after school programs** to nurture the **youth**, particularly lower income.

Dynamic Neighborhoods

Bloomington's people **value its wide selection of neighborhoods** and **strongly support neighborhood revitalization and preservation.**

The **Downtown** district is the center of **history**, government and law. Residents seek to redefine the Downtown as the epicenter of all activity, a , unique, mixed-use neighborhood.

Residents value **historic neighborhoods surrounding Downtown** and support **their preservation and redevelopment** to enhance the City's character.

West Side neighborhoods have experienced severe disinvestment but hold great potential.

Newer neighborhoods bring their own character and attractions.

Residents support...

...**dissolving** the physical, economic and social **divide between the East and West Sides**

...development of **connected, affordable, mixed-use neighborhoods in the future.**

...providing a **range of housing choices** for people of all ages and income levels.

Solid Infrastructure

Bloomington boasts civic infrastructure developed over 150 years. Residents recognize that a solid infrastructure is the backbone to support growth and quality of life in the community.

Residents value the parks, trails, streets, community facilities and other municipal service systems that earlier generations had the foresight to conceive and build.

Bloomington confronts the dilemmas of...

...aging infrastructure above and below ground.

...constrained resources for repair, renovation and preservation.

Residents advocate...

...immediate investment in the upkeep of current assets.

... careful and thoughtful consideration of expansion.

...evaluation of the ongoing costs and benefits.

Healthy Community

Residents of Bloomington embraced healthy and active lives with...

...frequent use of **trails, parks and other recreational opportunities** across the city.

...**support for local food** producers and **farmers' markets.**

...local restaurants that focus on **local products.**

...**clean resources** such as water and air.

...easy access to **quality health care services**.

Residents desire...

...a safe and attractive **walking and biking network** throughout the community.

...**a small footprint** that will foster **multi-modal transportation** while preserving the surrounding **natural environment.**

Effective Government

Residents of Bloomington favor...

...government that is a **careful and thrifty** steward of **City resources.**

...government that considers issues raised by residents in its actions.

...cooperation, communication and **vision from its elected leadership.**

...municipal government that operates with **transparency and respect** for the public.

Residents value the **good work of city staff** protecting and providing for residents in everyday and extraordinary circumstances.

UNIFIED COMMUNITY VISION

In twenty years (2035)...

Bloomington will be a unique, cohesive, and vibrant community, successfully uniting and integrating its downtown core, established neighborhoods, and future developments. Supported by its high quality of life and enduring economic stability, Bloomington will be the destination for people and businesses that seek a culture of innovation and entrepreneurship. Its residents will continue to thrive, surrounded by rich history, arts and culture, lifelong learning opportunities, a healthy environment, and an active lifestyle.

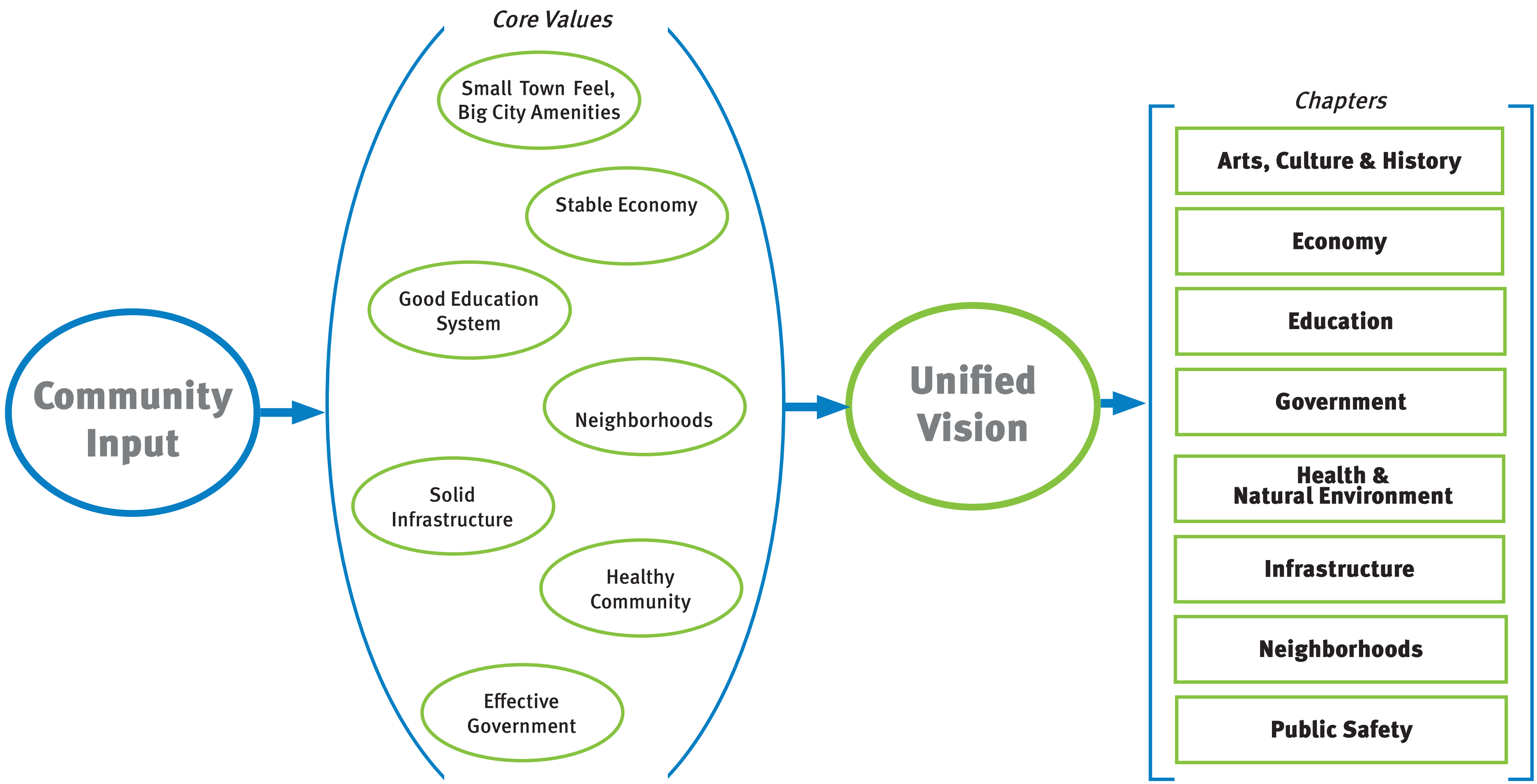

Community
Input
Core Values
Small Town Feel,
Big City Amenities
Stable Economy
Good Education
System
Neighborhoods
Solid
Infrastructure
Healthy
Community
Effective
Government
Unified
Vision
Chapters
Arts, Culture & History
Economy
Education
Government
Health &
Natural Environment
Infrastructure
Neighborhoods
Public Safety

FIGURE 2

DATA GATHERING AND ANALYSIS

The unified vision and the core values described in this document reflect feedback received directly from citizens who live, work, and play in Bloomington, through the Bring It on Bloomington survey. This document summarizes that feedback with supporting sample comments and graphics. For those who have not been following this process from the beginning, it may be difficult to absorb all of the information contained in the document. This chapter attempts to make that process easier by briefly explaining the survey questions used, how the survey data was organized, analyzed and presented here.

CORE SURVEY QUESTIONS

The Bring It On Bloomington survey was available to the public through a variety of channels in both paper and electronic forms. From the beginning of the outreach process on July 1st through its close on October 31st, over 2,000 residents filled out the survey [*also see the Public Outreach chapter*].

The core survey was composed of four open-ended questions. These questions were (1) What do you value the most in Bloomington and why? (2) What is the one thing you would change in Bloomington today to make it a better community? (3) Imagine in 20 years all your hopes and dreams for your ideal city have been realized, what does Bloomington look like then? (a timeframe that matches the horizon period of the Comprehensive Plan); and (4) As you imagine Bloomington the way you just described, what should we do to get there? To provide context for these answers, respondents were asked to provide basic demographic information—how long they have lived in Bloomington, age, gender, race/ethnicity, educational attainment, languages spoken other than English, household income, whether they rent or own their house or apartment, number of people living in the household, and city ward.

Traditionally, surveys aimed at large audiences use a multiple-choice rather than an open-response format. The decision was made to use open-ended questions in order to hear from the public with no limitations. Each response in an open-ended survey captures the views and opinions of the respondents in all their complexity, that a multiple-choice option cannot.

There are certainly strong common themes that run throughout the comments, but open-ended questions reveal some of the endless potential variations on those themes, which gives planners a better idea of how to move forward. Because the responses to all four questions were posted on the the project website, www.bringitonbloomington.com, they also provide engaged citizens a unique opportunity to find out what others in the community think, in their own words.

Open responses are not without their drawbacks, primarily in interpreting the results. Because each one is unique, open responses cannot easily be organized into categories or quantified. In order to organize the more than 8,000 unique responses in a meaningful way, each response was tagged with one or more of a set list of words or short phrases representing common ideas that appeared in the comments. A subsection of the Comprehensive Plan Steering Committee formed the Vision and the Values subcommittee to assist with this process.

Using responses to Question 1 (the "value question") as an example, a comment stating that the respondent valued the Constitution Trail would be tagged "Parks & Trails," as would a comment that valued Miller Park. A response to Question 2 (the "improvement question") suggesting that the city repave its roads would be coded "Infrastructure Investment," as would a comment calling for improvements to sewers, the water supply, or other utilities. These tags were used to create word clouds throughout the process to keep the public up to date on what sorts of responses were being received, and how frequently.

In preparing this document, they were used as a quick and convenient way to aggregate comments that might be relevant to each of the document's nine chapters and establish relationships between particular kinds of responses and demographics. It is important to note that staff read and reread every comment that might be relevant to each section in any given chapter before generating the contents in the chapters. The tags were useful as a device for organizing large amounts of otherwise unstructured data.

READING TIPS

VISION AND GUIDING THEMES

Below the title of each chapter is a sentence or a short paragraph which describes an overall vision based on the comments related to that subject area.

Each chapter identifies a few guiding themes that relate to the discussion within various sections of that chapter. These guiding themes provide guidance for development of the goals and objectives for the comprehensive plan. These themes appear both at the beginning of the chapter and at the end of each corresponding section to help provide context to the reader.

SAMPLE COMMENTS

It is one thing to read a summary of a group of comments; it is another to see a concrete example. A well-chosen sample comment can replace hundreds of words of explication and elaboration. Sample comments are placed in the margins alongside relevant text. For the most part, comments within the quotations are verbatim except for the clarification provided using the square brackets.

Comments in green are values expressed by the respondents while suggested improvements are in blue. Responses to question 3 (the "vision question") are in black and preceded by the phrase "I Envision". Responses provided for question 4, strategies to achieve the vision, are not included in this document. Quotes from those responses may be used in the final comprehensive plan report alongside the goals, objectives and actionable items.

QUALITATIVE LANGUAGE

The language in this document is primarily qualitative rather than quantitative, reflecting a desire to present common themes without overemphasizing numbers that cannot perfectly represent open responses.

Simple descriptive statistics are provided for each chapter to give the reader a sense of which themes came up most often and, in some instances, how frequently they came up within particular demographic groups. Given the subjective nature of coding open responses, and given that the survey could not reach every Bloomington resident, these statistics should not be taken as authoritative statements about how Bloomington should be, but as tools for identifying key issues and formulating plans for the future.

ALTERNATIVE PERSPECTIVES

As the survey results came in, it became clear that a particular group of responses were substantially different in kind from the others. These responses, which make up 6% of the overall total, present a vision of extremely limited government and much lower taxes. Because responses of this type are so similar to each other, but so different in character from the other comments, they are discussed in their own chapter. Moreover, none of the statistics presented in the other nine chapters include these responses [*Also see the Alternative Perspectives chapter*].

Note: Terms such as "citizens," "respondents," "residents," "Bloomingtonians," and "people" are used interchangeably throughout this document. All refer to the respondents of this survey.

ARTS, CULTURE AND HISTORY

Our future should be inspired by the rich and important history with abundant art and cultural opportunities.

GUIDING THEMES

- *The Bloomington area will value, support and fully integrate the arts, in all their diversity, into the fabric of civic life.*
- *The community will honor its past and provide a perspective for the future by preserving historic buildings, neighborhoods and other links to the City's early years.*
- *Bloomington will foster community interaction and reinforce a sense of place through positive, welcoming and unique public spaces.*

"Bloomington's heritage, Most particularly the Old Courthouse, the Square around the Courthouse, the Consistory (BCPC), and all of the great buildings that have not succumbed to fire and have been rehabilitated and/or well maintained. The Farmer's Market has become a real plus as well. It is a family-friendly event. We have some great artists in the community who showcase their talent in their galleries in the DT area. First Friday is a wonderful way for citizens to be exposed to the rich culture that our community has to offer."

"Bloomington Center for the Performing Arts. It adds much needed culture to the City and brings people to the downtown area. The economic impact is far greater than City Council realizes and the Council really needs to get behind it. They have a gem, and they don't even realize it."

Arts, culture and history are an integral part of our City's enduring spirit and vitality. A fourth of all respondents enjoy the abundant art and cultural opportunities available in our community. They value the City's history, its art galleries, entertainment venues, festivals and other cultural events. They also recognize that preserving and maintaining these unique assets is important to our community's future.

ARTS AND CULTURE

Respondents make it very clear that art and cultural offerings in Bloomington and its twin city Normal enhance the quality of life in our metro area. A majority of respondents express appreciation for cultural venues such as the Bloomington Center for the Performing Arts (BCPA), McLean County Museum of History, McLean County Arts Center, Castle Theatre, Bloomington Public Library, David Davis Mansion State Historic Site, Ewing Cultural Center, U.S. Cellular Coliseum, Heartland Theatre and the Corn Crib. Particularly cherished cultural activities include concerts and other performances at the BCPA, First Fridays in Downtown Bloomington, the Illinois Shakespeare Festival, Sugar Creek Arts Festival and the WGLT Summer Concert.

Bloomingtonians closely associate the arts and culture of this community to its historic Downtown. It is no surprise given most of these venues are clustered in Downtown (as illustrated in Figure 3). In addition to these, Downtown Bloomington boasts the city's highest concentration of historic buildings, art studios and galleries, all of which were identified as valuable assets to the community. The weekly farmers' market in Downtown and the unique local shops and restaurants located there make it the cultural hub of the City [*also see the Downtown section in the Economy chapter*].

Respondents who identify Bloomington as a "small town with big city amenities," or a community with a "variety of things to do" frequently refer to the art and cultural entertainment in the City. They appreciate the abundance of "low cost/no cost" entertainment that people can enjoy at their own pace [*also see the Family Friendly Activities and Entertainment Options in the Economy chapter*].

"Small town atmosphere with the great universities + arts + cultural opportunities."

Some respondents call for adding more public art, increasing the number and variety of visual and performance arts in the existing venues, and providing more opportunities for learning art at all ages. Many respondents believe that cultivating local businesses and restaurants would also bring a unique culture to Bloomington [*also see the Local Businesses section in the Economy chapter*].

"More arts, more restaurants, more festivals and things to do."

Guiding theme: The Bloomington area will value, support and fully integrate the arts, in all their diversity, into the fabric of civic life.

I Envision
"clean, friendly, fun, creative environment that values diversity of thought, appreciates arts and culture and offers great hope for our children. A place the people want to visit, live, work, and raise their family."

HISTORY

Bloomington's people value and celebrate their city's history. Many respondents value the city's historic buildings and mon-

"History, culture, farmer's market, DTB (Downtown Bloomington) shops and restaurants, public library, museum, arts. Love it's diversity, it's entertainment. The downtown Bloomington area inspires me to go back to my painting and crafts roots…"

I Envision
"I feel that the city will have successfully embraced the technological and ecological advances yet to be imagined while maintaining its reverence for its rich history. The key is in keeping our stories ever present."

uments not only for their architecture but also for the character they add and the stories they tell about our community. Bloomington's many historical neighborhoods and the unique old homes are cited with pride, contrasting them to the newer housing styles. However, many respondents note the east vs. west divide in the community and caution that this growing cultural difference may not be healthy for our community's future [*also see the East/West Divide section in the Neighborhoods chapter*].

In responding to the opportunities for improvement, Bloomingtonians overwhelmingly suggest preserving and enhancing our historic buildings and architecture. They urge rehabilitation and adaptive reuse of the underutilized buildings and preservation of older historic neighborhoods for the cultural and economic health of the community.

Guiding theme: The community will honor its past and provide a perspective for the future by preserving historic buildings, neighborhoods and other links to the City's early years.

THE PUBLIC SPHERE

Bloomingtonians envision a future where the "small town feel" is preserved and enhanced with a Downtown that is full of unique local businesses and is the epicenter of entertainment and cultural opportunities for all ages. They envision a culturally thriving city filled with public spaces, such as plazas, squares, streets, and parks, that host the unique cultural events that help promote social interaction and create a sense of community. They visualize historic buildings that are preserved, restored and retrofitted for newer uses [*also see the Downtown section in the Economy chapter*].

Guiding theme: Bloomington will foster community interaction and reinforce a sense of place through positive, welcoming and unique public spaces.

Another aspect respondents identify as adding value to the city's culture is our diversity in people and places. Race, ethnicity, socio-economics and age are all identified as contributors to the uniqueness of the City. Universities are also identified as big cultural contributors to the community [*also see the Higher Education section in the Education chapter*].

"More active and alive downtown. More outdoor art and outdoor cafes…"

"The diversity. When I can sit at a park watching my kids play with multiple children of many different ethnicities, I feel we are all very lucky."

I Envision
"A mix of residential and business available in the downtown area. When I go downtown now and sit outside with a cup of coffee, I look up and wonder what it would be like, how much more life there would be, with the upper floors of the downtown buildings renovated and offering unique places for people to live. The downtown area is so rich with history, capitalize by offering incentives for those building owners to renovate and improve their real estate. Those buildings shouldn't be empty above the first floor."

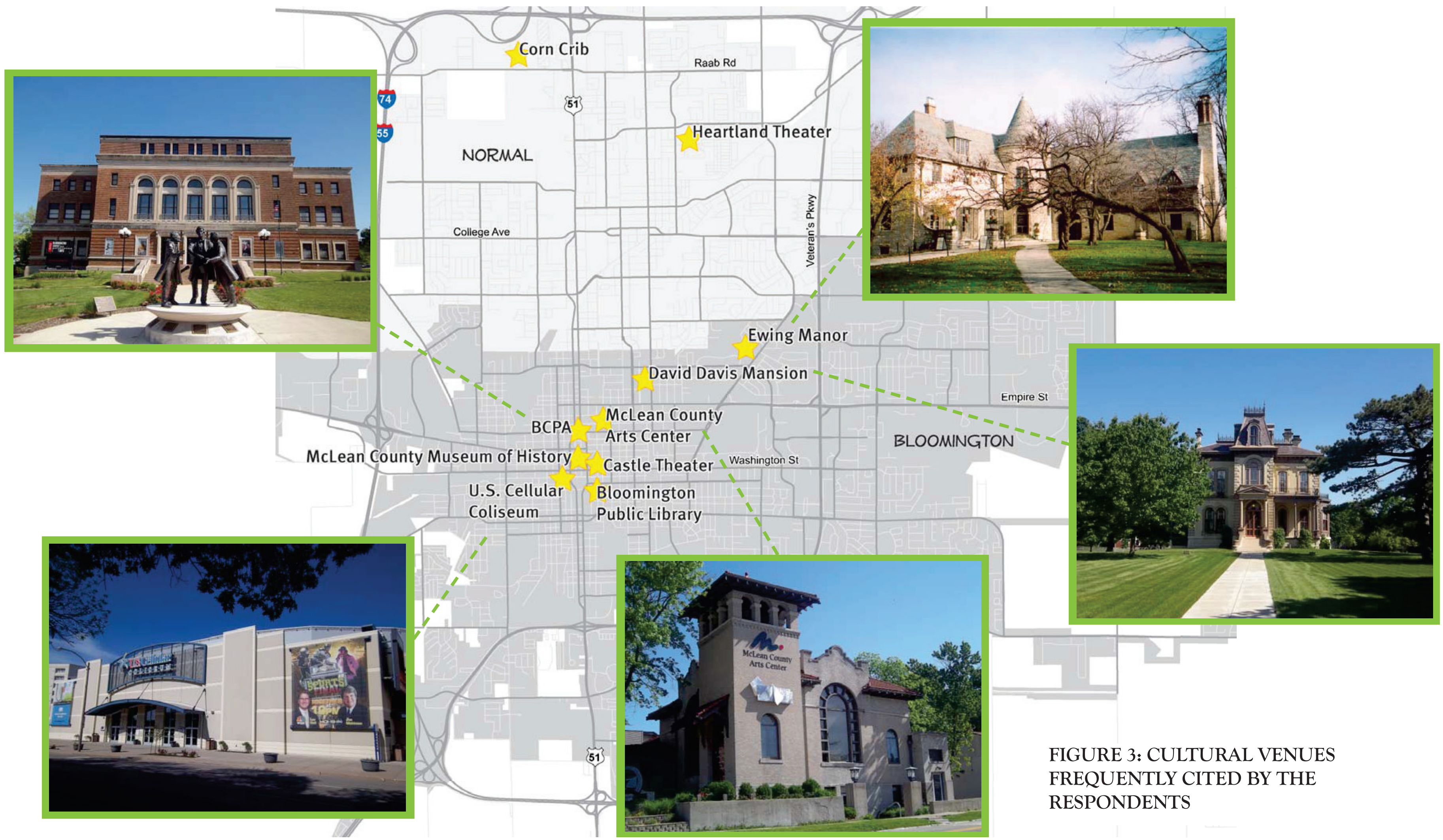


FIGURE 3: CULTURAL VENUES FREQUENTLY CITED BY THE RESPONDENTS

ECONOMY

Bloomington will be thriving, with a diversified local economy and a culture of entrepreneurship and innovation. As a regional economic leader, it will attract and nurture highly skilled workforce. The community's high quality of life will bolster its economic competitiveness.

GUIDING THEMES

- *Bloomington will continue to leverage its strategic location and infrastructure capital as tools for economic development.*
- *The Bloomington area will continue to have a strong local economy with varied employers and job opportunities for people of all ages and skill levels. It will lead the efforts in the region for attracting, retaining and nurturing a highly skilled workforce.*
- *Downtown will be thriving as a unique local attraction and regional destination. It will be the City's cultural hub and entertainment center, with positive and welcoming public spaces appealing to people of all ages for living, working and playing.*
- *Bloomington will continue to be a regional destination for shopping and dining, with a wide variety of establishments for everyone to enjoy.*
- *Bloomington will be an active community year round with plenty of entertainment options for people of all ages and income levels.*
- *Bloomington strives to be an inclusive City that provides a basic quality of life and opportunity for all.*
- *The City will seek to remain an affordable community.*
- *Bloomington will enhance its standing as an attractive regional destination.*

"Its a nice mid sized community with things to do, it's clean, and my job is here."

The City of Bloomington and the metro area generally enjoy a stable economy with relatively low unemployment rates compared to the surrounding communities and the State. The local economy is a subject that is close to many peoples' hearts. Nearly 80% of all respondents commented on topics addressed in this chapter. A majority of those respondents cite the stability of the local economy and number of things to do for all ages as qualities they value the most about the city. Many Bloomingtonians also see the need to diversify the economy with a healthy mix of smaller businesses and larger companies to enjoy the same level of economic stability in the future.

LOCATION AND CONNECTEDNESS

Bloomington's strategic location in the state and its transportation connections by road, rail and air contribute to the City's economic advantage.

Respondents value easy access by car to major metropolitan areas such as Chicago, St. Louis and Indianapolis. The Central Illinois Regional Airport (CIRA) greatly expands the ease of access of people and goods to and from the community to many cities across the nation and beyond. CIRA connects people and goods from the community to cities across the nation and beyond. Bloomingtonians are eagerly awaiting the high speed rail connection currently underway between Chicago and St. Louis. A few suggested commuter rail connections to improve access to the surrounding communities like Champaign and Peoria [*also see the Transportation section in the Infrastructure chapter*].

Guiding theme: Bloomington will continue to leverage its strategic location and infrastructure capital as tools for economic development.

"...Economic Development: City governance needs to encourage businesses and industry related to freight transportation industry and warehouse, tourists, and recreation. My reasoning is Bloomington area has 3 Interstate highways, a state highway, and "Route 66." There are also rail and air services. I don't believe these assets are marketed correctly. Bloomington has potential for a major inland port sending goods to Chicago, St. Louis, Indianapolis, Madison, WI., Memphis..."

EMPLOYMENT (JOBS, BUSINESSES AND WORKFORCE)

Respondents voice a great appreciation for their jobs and the availability of job opportunities through large employers in this community, such as State Farm, the local hospitals, universities and the school districts. In many instances, respondents who call Bloomington a "small town with big city amenities" classify the job opportunities along with plentiful options for shopping, dining and entertainment as those "big city amenities" that add to the quality of life in this community.

While suggesting improvements, respondents called for a diversified economy with a mix of small local businesses and large corporations. Many Bloomingtonians believe the locally owned stores, shops and other businesses add to the sense of community and bring a unique culture to the City. Respondents suggested creating a favorable climate for entrepreneurs and small business growth [*also see the Government chapter*]. Many respondents note with pride that Bloomington is a highly educated "white collar" economy. Local universities are often credited as the incubators of such a work-

"Strong Employment The jobs that are available in Bloomington make this area valuable. Employers big and small provide the lifeblood of our community. Without jobs our city would not: • Attract new residents • Bring in tax revenue to fund local government • Score state and federal grants"

"...encouraging (and soliciting) unique local businesses within the community. A offering of small-businesses (shops, restaurants, etc) will help grow the local economy by adding jobs and local spending. We don't need to solicit more chain businesses – those will come on their own, we need to encourage local start-ups."

"Seems resilient. Mostly a good place for kids, has a good amount of jobs"

I Envision
"The year is 2034 and Bloomington, aka "Little Silicon Valley", is the Midwest's hot bed of tech startups. Entrepreneurs have been placing down headquarters for the last 15 years because of the large skilled labor pool..."

I Envision
"An affordable place to live with great jobs for people of all education levels."

force. Respondents identify a need to better retain university graduates and Millennials in the community. Along with well-paying jobs, this generation desires an "urban" lifestyle over a "suburban" lifestyle. Respondents suggest expanding jobs in industries expected to be thriving in the future, such as the technology industry. Given the universities and other resources available in Bloomington, many feel confident that this is possible.

Some respondents express concerns over income inequality in the community, particularly on the west side of town, and which has largely gone unnoticed. The difficulty for low skilled workers to find well-paying jobs in a "white collar" community is identified as a challenge. Respondents call for a need to create well-paying jobs and job training programs for low skilled workers [*also see the Education and Neighborhoods chapters*].

Guiding theme: The Bloomington area will continue to have a strong local economy with varied employers and job opportunities for people of all ages and skill levels. It will lead the efforts in the region for attracting, retaining and nurturing a highly skilled workforce.

DOWNTOWN

A third of all respondents from across the City commented on Downtown. Some value it as is, while most would like to see a more inviting, thriving Downtown.

Respondents appreciated the architectural history associated with its buildings, the local shops, the concentration of studios and art galleries, antique stores, and the culture they collectively bring to Downtown.

While seeing the Downtown as a discrete neighborhood in need of additional support from the city and the private sector, respondents noted the Downtown occupies a unique position as the historic center and origin of Bloomington. This central status is reinforced by the attraction of community facilities including the Bloomington Center for the Performing Arts, the U. S. Cellular Coliseum and Pepsi Ice Center, the McLean County Museum of History and its forthcoming Route 66 tourism center, and the Downtown arts community.

Residents also very much value the Farmers' Market, the Castle Theatre, and the Bloomington Public Library. Initiatives to create and support new local businesses in Downtown are applauded, and future Downtown business development and diversity is strongly supported. Facilities located in Downtown link residents to Bloomington history, provide cultural and entertainment choices, and demonstrate that adaptive reuse of older buildings is both possible and desirable.

Many suggest increasing the number of shows and events in the Coliseum and the BCPA as a way to make those facilities profitable and bring more people Downtown [*also see the Community Facilities section in the Infrastructure chapter, and the Health and Natural Environment chapter*].

"Downtown. It is the spiritual heart of Bloomington. Most of the noteworthy history of Bloomington has its roots in downtown. I also happens to be incredibly beautiful and laid out very well."

"I would break up that group of bars downtown and spread them out more..."

I Envision
"A more interesting downtown area, including the library park area, fewer bars downtown, a more family friendly downtown, expanded Farmers Market."

"...I would encourage shop owners to operate when people can visit their establishments. 9:00-5:00 just doesn't cut it, except on weekends."

"I would love to see more non-chain restaurants/ outdoor cafes in the downtown area that have people gathering- something like in downtown champaign- there are lots of cafes and restaurants there and people sitting out at tables in the streets. More outside areas to gather and spend time!"

"Stronger focus on public transportation and incentives to revitalize older neighborhoods/downtown."

Some aspects of the Downtown neighborhood are described by residents as challenges to address through revitalization. Many respondents are concerned about the impact of the many bars concentrated in the area, noting that while these establishments draw customers from elsewhere in the city, they can also create disincentives for people to come downtown, particularly those in search of family-friendly activities.

Many suggestions are offered to make Downtown more appealing for families and other age groups. Respondents urged to attract more locally owned businesses and stores that bring a unique culture which will create a competitive advantage for the Downtown area. Local restaurants, boutique shopping, an ice cream shop, coffee shops and other family-friendly retail establishments are among particular suggestions. Many advocate extending store hours beyond 5:00 p.m. during the week days and adding more activities and cultural events as strategies to increase patronage to the Downtown area [*also see the Arts, Culture and History chapter*].

Respondents frequently contrast commercial activity in the City's center to that of Veterans Parkway. Many comments call for making Downtown's public spaces more enticing with landscaping, lighting, outdoor seating, music and public art. Several respondents express a great desire to make Downtown friendlier to walkers, bikers and transit riders. There are just as many respondents requesting improvements to the parking situation in Downtown, suggesting the need for a healthy balance between automotive and alternative modes of transportation [*also see the Transportation section in the Infrastructure chapter*].

Many respondents point to the redevelopment of Uptown Normal and suggest that Bloomington use similar strategies in the Downtown neighborhood. Bloomingtonians want a thriving Downtown that is a destination for all ages. Many point out the need to expand the housing options in and around Downtown. The link between the health of the inner city neighborhoods to that of the Downtown is clearly identified [*also see the Downtown section in the Neighborhoods chapter*].

Guiding theme: Downtown will be thriving as a unique local attraction and a regional destination. It will be the cultural hub and entertainment center with positive and welcoming public spaces appealing to people of all ages for living, working and playing.

SHOPPING AND DINING

Bloomingtonians greatly appreciate the city's many shopping and dining options. These activities are generally associated with the Downtown and the Veterans Parkway corridor. Many respondents associate local businesses and restaurants with Downtown, while chains and malls are frequently tied to the Veterans Parkway corridor.

While the mix of local and chain establishments is appreciated, there is a great

I Envision
"A thriving downtown with outdoor venues and concerts, retail, restaurants, improved bike lanes, improved parks, and clean well-lighted streets and alleys lined with flowers."

I Envision
"A place where the downtown is thriving, old neighborhoods are in vogue again, we have a plan for the future and are living it."

" business community, meaning not just chain eateries and businesses, but local and unique establishments."

"Bloomington has a small town feel yet with many amenities such as a great selection of restaurants, shopping, parks and rec activities, fine arts programs and so much more than you would expect."

"We are a homeschooling family with 3 under 7 yrs. We value family events/activities and educational opportunities..."

"More family things to do. There are more family activities in the summer but nothing in winter!"

desire to expand on local businesses and dining options, including ethnic stores and restaurants, within and beyond Downtown.

It should be noted that respondents under 34 years of age favored local business more than other age groups, suggesting that local establishments and the unique culture they bring are important factors to attract and retain younger members to Bloomington.

Guiding theme: Bloomington will continue to be a regional destination for shopping and dining with a wide variety of establishments for everyone to enjoy.

FAMILY FRIENDLY ACTIVITIES AND OTHER ENTERTAINMENT OPTIONS

Bloomington's "family-friendliness" is upheld as one of the City's greatest virtues and a primary reason why many people live here. As can be expected, respondents between the ages of 25 to 44 (young adults) are most likely to value the family-friendly activities offered by the community. Many point out that there are plenty of things to do at your own pace. Arts and cultural events, sports programs, recreational opportunities provided through the parks and recreation department, trails, the farmers' market, and the zoo are among the entertainment options identified by respondents [*also see the Community facilities section in the Infrastructure chapter; Health and Natural Environment; and Arts, Culture and History chapters*].

While many respondents agree that Bloomington has a good entertainment scene, gaps in the choice and affordability of activities for youth, young adults and seniors are identified. There is a desire to expand events and activities during both the summer and winter months that appeal for a broader audience such as festivals, fairs, and an increased variety of shows at the BCPA and Coliseum.

Respondents generally agree that it is crucial to make this community more appealing to younger adults to maintain a healthy workforce in our community. However, there is a greater opposition to a concentrated "bar scene" or "night life" that is typically appealing to that age group in the Downtown area, suggesting the need for a healthy balance and a careful consideration for certain land use types.

Guiding theme: Bloomington will be an active community year round with plenty of entertainment options for people of all ages and income levels.

ECONOMIC AND SOCIAL EQUALITY

Bloomingtonians value each other. Several respondents believe that the caring and helpful nature of the people here is what creates a strong sense of community. Some point out the quality and variety of social services available to residents as evidence of how this community comes together to care for those who are less fortunate. A third of all respondents discuss social and economic issues in the City.

"Skating rinks for the kids. Dave & Busters, a Monkey Joe's....Indoor arcade's for families to take and have fun with their kids. Not just walking around our empty mall."

I Envision
"It would look like Madison, Wisconsin, with lots of restaurants, outdoor activities, attractions + lots of life with people of all ages doing things together (instead of the generation segregation we often see here)..."

"Friendly community; lots of variety of things to do; supports all of the arts; convenient location to other towns and communities; clean; family-oriented community but at the same time offers things for singles."

“Raise awareness that there are pockets in our community that need attention. People and families are living in poverty despite the wealth that surrounds us.”

“More support for the parts of the city with humans who are struggling. There’s a serious homeless population who largely go unnoticed except for caring people and organizations...”

I Envision
“Multicultural equal opportunity city.”

Respondents appreciate the social services provided by both public agencies and non-profits. The Bloomington Housing Authority, McLean County Health Department, City of Bloomington Township, Connect Transit, United Way, YWCA, YMCA, Home Sweet Home Ministries, Western Avenue Community Center and the West Bloomington Revitalization Project (WBRP) are among the agencies many value.

The area food pantries, homeless shelters and other groups are also recognized as crucial services in the community. Programs such as Stepping Stones offered by the YWCA, free bus service offered through Connect Transit, and the SOAR program offered through the Bloomington Parks and Recreation department are among the valued social services.

Many Bloomingtonians are concerned about the City’s increasing income and social inequality and the community’s general lack of awareness of the problem. The stark socioeconomic differences between the East Side and the West Side are highlighted. Lower income levels and the related social issues are predominantly associated with the west. Many respondents are unhappy about the instant stereotyping about residents on this side of the City [*also see The East West Divide section in the Neighborhoods chapter*].

Homelessness is identified by some respondents as an issue in the City that typically goes unaddressed. They are unhappy to see homelessness and deep poverty surrounded by affluence. In the short term, respondents call for increased public-private partnerships to provide additional support services such as soup kitchens and homeless shelters. People would like to see a comprehensive solution to assist people out of the homelessness cycle in the long run. The concentration of homeless people in the Downtown area is identified as a challenge for its future development.

While respondents generally agree that Bloomington is a family-friendly community with many activities for children, the gap in affordable activities for lower income youth is pointed out. Having more affordable activities for youth in their neighborhoods is offered as a strategy to “keep them out of trouble” [*also see the Neighborhood Safety section in the Public Safety chapter*].

Respondents note the challenges low income youth face in accessing higher education. Some suggest that school districts could help low income students move beyond high school by working with higher education institutions and providing scholarships. Additional opportunities through job training to help break the cycle of poverty are offered as a suggestion [*also see the Education chapter*].

The need for the community to accommodate retirees and seniors is another common theme. These residents need affordable and accessible housing. Public places, community facilities and public transportation should also be available and accessible [*also see the Housing Section in the Neighborhoods*

“More social services to help low-income youth and residents who fall through the cracks in our society.”

“Increase the focus on retirees/seniors equally with young families...”

“The partnerships between the various social services (United Way, Housing Authority, private programs like Home Sweet Home) in the area and their interaction with local businesses/churches/hospitals/community groups to provide services for those in town.”

I Envision
“No separation between lower income (West Side) and rest of community. Equal opportunity & safety for all.”

"...Programs and activities to address needs of seniors, homeless, mentally ill, disadvantaged youth, ex-offenders and other at risk populations. Equality in public schoools (Irving, Bent + Sheridan on par with Washington, Oakland, etc."

"As a retiree I can afford to stay in Bloomington because affordable housing allowed me to retire debt free."

"Need a soccer complex (sports complex) for the kids to play, host tournaments, & generate revenue."

chapter]. Activities for seniors are somewhat lacking, and there is a desire to expand the choice of activities.

A few applaud the community's efforts in addressing the mentally ill, but others want to see a comprehensive solution and continued investment in this area.

While respondents appreciate the current volunteer opportunities, there is a desire for more of them. They believe that volunteer opportunities would help educate the community at large on the issues facing certain pockets of Bloomington. This could be a way to give people with various backgrounds a reason to interact with one another and build a unified community [*also see the Community Leadership section in the Government chapter*].

Guiding theme: Bloomington strives to be an inclusive City that provides a basic quality of life and opportunity for all.

COST OF LIVING

Respondents typically qualify the city as relatively affordable. They point out the relatively low cost of living given the high quality of services offered by the community. Housing and entertainment costs are frequently described as "reasonable"; however, some express concern that this is beginning to change. Respondents point out rising housing prices, rents and taxes [*also see the Government chapter and the Housing section in the Neighborhoods chapter*].

Guiding Theme: The City will seek to remain an affordable community.

A REGIONAL ATTRACTION

The rich history, arts and cultural events, sports and other entertainment opportunities attract many people to Bloomington, making it a regional destination. Some respondents suggest increasing the City's appeal to visitors to the community. Respondents call for improving the appearance of the entrances to the City from the west and the south.

Some respondents identify a need for a new soccer complex that not only serves the needs of children and youth in the community, but is big enough to host tournaments and attract visitors. Several respondents feel the need to give the Coliseum visitors more compelling reasons to spend their time in the Downtown area. A few respondents believe that the Route 66 visitors center and the hotel proposal being discussed for the Downtown area may bring more people to the area.

Guiding theme: Bloomington will enhance its standing as an attractive regional destination.

I Envision
"...I think we need to provide more programs to help our at-risk children. Bloomington does have a lot of support, and organizations like Western .avenue Community Center do good work, but as more and more families slip into poverty in our community, we need more interventions to give our young people opportunities."

"Cost of living and safety - ability to be appealing to families and be competitive in attracting people to this community"

I Envision
"By dint of its reputation, Bloomington will become a , vital city that is known statewide as the preferred location attracting permanent residents, visitors, statewide conferences by maintaining a remarkable quality of living, public safety, diversity, and a seamless integration of old and new that keeps the city's historic charm, yet is on the pulse of innovation with an aim of Bloomington becoming a leading city within Illinois."

EDUCATION

Education in Bloomington will continue to be a pillar of the community, enriching our culture and economic competitiveness.

GUIDING THEMES

- *Bloomington will continue to be a magnet for families by investing in its public school system. Public schools will strive to become more balanced socioeconomically.*
- *Beyond providing educational opportunities, our colleges and universities, in partnership with the community, will enrich our culture and boost our economic competitiveness.*

"Friendly, Safe, with good schools (k-College)."

"The high quality of public education available from elementary through post-secondary. I value it because it is the foundation for property and community health."

"Redistrict the schools. Young families would rejuvenate the downtown and near east side if their children weren't bussed past 2 schools to go to the one that is farthest west."

A good education system is the bedrock of any community. One of the major factors in the consideration of a community for potential residential and business locations is the quality of educational opportunities provided to the residents. Nearly a quarter of all respondents cite Bloomington's quality public, private and higher educational opportunities as the reason why they call this community their home.

PRIMARY AND SECONDARY EDUCATION

Bloomington is served by two public school districts, District 87 and Unit 5, and several private schools. Respondents highly valued the public education provided by both school districts. Bloomingtonians cite the high graduation rates of the public high schools serving the area as evidence of quality education in this community. They linked the quality of life in this community to the local public education system. Many of these respondents also describe the City as a family friendly community, clearly indicating that the primary and secondary education system contributes to the community's reputation as a "family-friendly community."

The variety of activities and eventsavailable to young people, such as sports, recreational and extracirricular learning opportunities,are recognized as generally enhancing the holistic development of young people [*also see Family Friendly Activities and Other Entertainment Options section in the Economy chapter*]. A few respondents identified the diversity as a factor contributing towards the overall learning experience in the public schools, while others felt that these schools should become more racially integrated.

It is interesting to note that respondents of all ages value the public school system in Bloomington. Many of those who value the public schools also say they value the safety in this community, highlighting the deep connection between these two.

While a majority of respondents value the current public school system, a few note the stigmatization of the west side of the City and social inequality in educational institutions. Respondents point to a declining quality of schools serving the west side of the City. Issues related to declining property values in the core of the City served by District 87 and the related challenges to school funding were also identified [*also see the West Side Neighborhoods section in the Neighborhoods chapter*].

A lack of affordable after school activities for low income youth was pointed out as an issue. People identified the need for the community to get together to address this issue noting that it is crucial to keep these kids on a productive path and out of trouble.

Increased access to higher educational opportunities for lower income students was also called for. Providing scholarships to pursue higher education or job training for smooth transition into workforce were also among the suggestions to help the at risk youth.

"I would like to clean up the reputation of West Bloomington. There are wonderful people who live there but are painted to be less than those who do not. The same thing goes for the schools who service those populations."

"Focus more on improving education, specifically high school education. More development on the west side to encourage growth."

I Envision
"I would imagine a community that comes together to support the schools, is actively involved in attending local events."

"Continue the educational opportunities for our young people in their 20's and 30's after they graduate from college..."

Respondents are worried about the funding for the public school systems and their capacity to continue providing the valued educational services. Some called for an increased intergovernmental cooperation among the school districts and the municipalities including exploring the option to merge the two public school districts serving the City [*also see the Intergovernmental Cooperation section in the Government chapter*].

Guiding theme: Bloomington will continue to be a magnet for families by investing in its quality public school system. Public schools will strive to become more balanced socioeconomically.

HIGHER EDUCATION

The universities and community colleges in both Bloomington and Normal provide tremendous higher education opportunities in our community. Illinois Wesleyan University, Illinois State University and Heartland Community College are all recognized as valuable resources in many comments.

In many instances, respondents who describe Bloomington as having "big city amenities" refer to these higher educational opportunities. Along with education, our colleges and universities also extend access to lifelong learning opportunities to community members of all ages. People also praise these institutions' invaluable cultural contributions [*also see the Arts, Culture and History chapter*].

Bloomingtonians are proud of the City's "highly educated" and "white-collar" population. They link high levels of education to economic success. Colleges and universities are not only valued for the education they provide, but also as incubators of the highly-skilled workforce essential to support our existing employers and strengthen our future economy. Many identify this community as fertile ground for innovation and new industry.

Several respondents identify themselves as IWU or ISU alumni who decided to call Bloomington their home after finishing college. This demonstrates the community's ability to not only attract but also retain the college graduates, vital for the City's success now and in the future. However, some respondents see room for improvement in this area.

Other suggestions include increased workforce training opportunities, particularly for low skilled workers, to reduce income inequality [*also see the Economy chapter*].

Guiding theme: Beyond providing educational opportunities, our colleges and universities, in partnership with the community, will enrich our culture and boost our economic competitiveness.

"IWU is what got me to Bloomington and I love that the town and the school have such a strong reciprocal commitment and support of each other."

I Envision
"More racially integrated schools, incentive for local children to attend ISU and IWU, more large business and/or manufacturing, and comprehensive mental health care."

I Envision
"To be the best city in Illinois and in the nation, by having near full employment, excellent universities and colleges and more middle class families."

I Envision
"Fun, attractive place for a variety of jobs and careers. With so many colleges and universities, we could be much better! People don't desire to live here really. Why is that? I would love to stay here the next 20, but want to be where my grown kids desire to go. So far, that's not here. It's because of "options" with just about everything."

GOVERNMENT

City government will work closely with its residents and public agencies at all levels. It will be responsive, transparent, and efficient in its management of resources and services.

GUIDING THEMES

- *The City will continually strive for organizational excellence by providing quality services at levels that can be sustained by revenue.*
- *The City will continue to use codes, ordinances and other tools to promote the health, safety and welfare of the community .*
- *Taxes and fees will strike a balance between supporting valued City services and maintaining Bloomington's affordable cost of living.*
- *Recognizing that certain issues are most effectively addressed at a regional level, the City will continue to work closely with public agencies at all levels towards achieving local and regional goals.*
- *City leadership will embrace a culture of cooperation, allowing it to move the community forward with a unified vision.*
- *The City will continually strive to provide critical and relevant information on a timely basis and facilitate two-way dialogue between City government and the community.*
- *The City recognizes that balancing land use is one of the most powerful tools available in structuring a sound tax base and managing the public cost of growth.*

"All the city services provided from parks to trash and yard pick up. I have not seen such services in other cities."

"We enjoy amenities such as the trail, entertainment venues like BCPA/ Coliseum and we enjoy the parks. Bloomington also offers a lot of services such as curbside recycle and curbside debris removal."

"Have police live in neighborhoods they patrol, instead of small towns like Heyworth."

About half of all respondents address topics discussed in this chapter. The opinions of respondents who comment on the government and its services vary significantly. Some like things as they are, while others would like to see services improved. Some suggest lowering taxes, while others do not mind paying taxes as long as they are used efficiently. Overwhelmingly, respondents support using tax dollars to maintain the City's existing infrastructure over building new [*also see the Infrastructure chapter for additional discussion on this*].

CITY SERVICES

Residents generally seem happy with City services and particularly appreciate Parks and Recreation, Public Works, Cultural District, Bloomington Public Library, and the Police and Fire departments. Respondents mention City services provided by the public works department such as garbage, recycling, yard waste and bulk waste pick up, and timely snow removal as valuable City services. There is a desire to see more recycling initiatives in the parks, Downtown and other public places. Many cite the new residential recycling program as a step in the right direction [*also see the Health and Natural Environment chapter for additional discussion*].

Respondents express concern about the street conditions. There is general consensus that infrastructure investment should be the City's top priority. The definition of essential infrastructure varies greatly from streets and sewers to bike trails and public transportation. However, many agree that, with the exception of bike infrastructure, maintenance of existing infrastructure should be prioritized over building new infrastructure [*also see the Infrastructure chapter for detailed discussion on this*].

The City's Parks and Recreation department is highly regarded by the community. People are happy with the friendly staff and the affordable programming provided by this department. They are generally pleased with the parks infrastructure and the recreational programming and desire more of those opportunities [*also see the Health and Natural Environment chapter for additional discussion*]. Respondents call for providing an adequate budget for the parks department noting that they provide equitable access to all people as well as the social need for recreational opportunities.

The general safety in this community is one of the major factors contributing towards the family friendly nature of Bloomington and many credit the police department and the police officers for that. However, respondents identify the need for an increased police force to address the public safety issues on the West Side. Some identify the need for the police officers to be less abrasive towards minorities [*also see the Public Safety chapter for additional discussion*]. The fire department is a valued City service. However, respondents urged for an increase in funding to provide adequate fire protection for the entire City.

"The parks. The bus routes. The police dept. They are the best."

"The Bloomington Police Department. They have always been easy to work with, quick on response times..."

I Envision
"People who risk their lives to help citizens of this city, such as firefighters and police officers, they need adequate staffing. Bloomington should be as safe as possible, I don't want my ambulance taking longer because there are underfunded stations that cannot open or slow police arrival time because they don't have enough officers. I hope in 20 years that can be resolved."

Residents value community facilities such as the BCPA and Bloomington Public Library. Many members point out the need to keep these facilities active, alive and appropriately funded [*also see the Community Facilities section in the Infrastructure chapter*].

Guiding theme: The City will continually strive for organizational excellence by providing quality services at levels that can be sustained by revenue.

CODE ENFORCEMENT

Residents express concern over a lack of code enforcement, particularly on the west side, by the PACE department (now Community Development department) and the police department. Respondents want the City to take an active role in enforcing the property maintenance codes, particularly for rental properties. The West Side is frequently cited for a general lack of upkeep of the lawns and homes. Some respondents believe that stricter code enforcement will help alleviate these issues and revitalize the area [*also see the Neighborhoods chapter*].

"I wish PACE would fine more for people not doing the necessary maintenance on their properties. That would fix a huge part of the City!"

A few respondents call for better code enforcement or revision of codes to reduce the visual clutter created by signage, billboards, and utility lines along Veterans Parkway.

Safety on the streets is one of the biggest concerns for drivers, bike riders and pedestrians. Many urge the need for stricter enforcement of the rules of the road in general, but more importantly around school zones. People point out that college towns like Bloomington have less experienced young drivers. Many believe that increased police presence and stricter enforcement will make the streets safe for all.

The high concentration of bars in Downtown is identified as a major challenge [*also see the Downtown section in the Economy chapter*]. Many express concern over drunk driving, littering and loitering, particularly at night. Respondents discourage the City from issuing any more liquor licenses in the area and find ways to minimize the current licenses.

People point out that better enforcing of rules in the Downtown area will help with its revitalization and make it a family-friendly and pedestrian-friendly area.

Guiding theme: The City will continue to use codes, ordinances and other tools to help promote the health, safety and welfare of the community.

"Please hold landlords/property owners responsible for property both inside and out."

TAXES AND FEES

Respondents from all walks of life describe Bloomington as a very affordable community. Many refer to the housing costs, affordable public services and entertainment options, and the general cost of living in the community. A few express concerns that affordability is starting to decrease, citing the increase in taxes and fees in the community.

While many respondents acknowledge that state taxes are partially to blame for the unfavorable tax climate, there is a great

I Envision
"The city to be promoting involvement in building our city up instead of focusing on cuts, taxes and politics. Focus on improving our community rather than looking at what we can do without."

I Envision
"Pretty much the same, but spending must be reined in so that city services can still be provided @ a fair cost."

"More forward thinking is needed. The conservative economic voices out shout those who are willing to pay more in taxes to help improve all aspects of community."

I Envision
"A community with partnerships where different parts of the community work together for the good of the whole. It isn't government vs churches vs schools vs social service agencies but rather all of us working together."

desire for the City to do everything in its purview to keep Bloomington affordable for both residents and businesses. Some criticize the political leadership while others offer suggestions to address this situation. They range from lowering property taxes and utility fees to providing incentives to businesses to locate here. Some people suggest privatizing the Coliseum, which is in operating losses, to help lower the burden on taxpayers. Others support the public ownership of the Coliseum and would like to see more programming to make it profitable [*also see the Community Facilities section in the Infrastructure chapter*]. Along those lines, people want the City to use caution in the use of public dollars in future projects.

On the other hand, some respondents are willing to pay additional taxes to enjoy greater public services provided their tax dollars are being spent wisely. Respondents' definitions of "wise spending" vary greatly, however, and include maintaining existing streets, adding new bike lanes, and providing equitable services for all. Several respondents suggest providing financial support to organizations and nonprofits that are already doing good work in the community, such as West Bloomington Revitalization Project [*also see the Neighborhoods chapter*].

A few respondents call for a balanced pension for both the police and fire department.

Guiding theme: Taxes and fees will strike a balance between supporting valued City services and maintaining Bloomington's affordable cost of living.

INTERGOVERNMENTAL COOPERATION

Many respondents identify the value in Bloomington-Normal being two cities operating as one community. This includes sharing natural resources, the variety of entertainment options, and the choices offered by two school districts. A handful of respondents suggest better collaboration among the two municipalities and the school districts for efficient use of tax dollars. Specific suggestions include sharing or merging public safety services, libraries, parks and the public school districts.

Guiding Theme: Recognizing that certain issues are most effectively addressed at a regional level, the City will continue to work closely with public agencies at all levels towards achieving local and regional goals.

COMMUNITY LEADERSHIP

Some residents appreciate the leadership of the City Council and City administration. They cite communication by certain aldermen with their constituents, customer service at City Hall, attempts to increase the transparency of City government, the vision for Downtown and efficient City operations. Others criticize the lack of coordination among the City's political leadership. Respondents are disappointed to see many plans that are not implemented and urge

I Envision
"Bloomington/Normal governments, while still separate, have strengthened a symbiotic relationship, the exchange of wise dialogue has heightened as has the and transparency of leaders, McLean County and surrounding counties have aggressively worked together to protect the area's water supply for future generations..."

I Envision
"A city cooperating with Normal to emphasize social, political, and environmental issues that improve the quality of life."

"Well I kind of feel like the extra $20 on my water bill is a little bit outrageous. It should take less garbage men doing less strenuous work now than it used to, I don't think it's right to pay a recurring $20 a month for it."

"City government to be open to change by listening and implementing unfamiliar ideas that could be potentially the best foot forward for future."

the political leaders to reach a consensus for implementation.

While some acknowledge that the City is moving in the right direction, they call for additional transparency. Many want the City to improve its communications with citizens. They feel that the City should find ways to communicate with certain demographics such as senior citizens and those without internet access. Many want opportunities to participate and assist the City in moving the community forward.

Guiding theme 1: City leadership will embrace a culture of cooperation, allowing it to move the community forward with a unified vision.

Guiding Theme 2:The City will continually strive to provide critical and relevant information on a timely basis and facilitate two-way dialogue between City government and the community.

GROWTH

Bloomingtonians are happy to see the City thriving. Moving forward, many want to see the City continue to grow. However, several express concern over the type of growth that is going into the outskirts, abandoning the core. Respondents strongly believe that tax dollars are being used to heavily subsidize new growth while abandoning the existing infrastructure in the core. The City's development practices are believed to be conducive to the developers and not the tax payers. With reference to City expansion, respondents urge developers to pay the true cost of development, including infrastructure and schools [*also see the Neighborhoods chapter*].

Guiding theme: The City recognizes that balancing land use is one of the most powerful tools available to the City in structuring a sound tax base and managing the public cost of growth.

I Envision
"The city is more vertical and has a vibrant, restored downtown. It's less willing to annex in perimeter property and it looks strongly at long term operating costs as decisions are being made rather than just first costs. There is also a more proactive approach to quality of life issues that are keystone elements to attracting and retaining the kinds of businesses that we want to have in the community."

I Envision
"Government is a reflection of what the people want, where my children can live in an affordable fashion and not want to simply leave the city upon graduation."

HEALTH & NATURAL ENVIRONMENT

Bloomington will practice environmental stewardship and provide healthy and active lifestyle choices for all.

GUIDING THEMES

- *Bloomington's enjoyable, accessible, safe, park system enhances quality of life and promotes a strong sense of community.*
- *Bloomington's walking and biking network will enhance healthy lifestyle choices in the community by connecting people to places in a safe and attractive way.*
- *Bloomington will become a food-secure community that promotes the ability to grow, consume, and distribute healthy, locally produced food. Our food system will benefit our community, our economy and our environment.*
- *Bloomington will be a community that provides quality physical and mental health care to all of its residents.*
- *Bloomington will demonstrate stewardship of its environment and natural resources.*

"The trail and parks. I love the easy access to exercise, take walks with friends and family, and that it's easy to move about the twin cities on foot or bike."

"...I think Constitution Trail and our Parks and Rec departments ... are tremendously attractive features."

A focus on public health is one of the primary themes running through the survey responses, with nearly half of all responses touching on this broad subject. Respondents are concerned not only with the physical and mental health of individuals, but also environmental health. In general, respondents characterize Bloomington as a healthy and active community and a good steward of the environment; however, they have many suggestions for improvement.

PARKS AND GREEN SPACE

Respondents express a deep appreciation for the many parks and open spaces that dot the community. Bloomingtonians identify the parks as beautiful public spaces that provide free or affordable recreational and fitness opportunities for all people, provide access to the natural environment, and create a strong sense of community.

Particularly treasured by the community are neighborhood parks, the Miller Park Zoo, and the golf courses. The variety of programs offered by the Bloomington Parks and Recreation department, including SOAR, music, and other cultural events, are highly valued by the community. Many suggest that the parks' relative safety and accessibility make it easy for people to enjoy these amenities.

The most common suggestion for improvements is simply to have more of these facilities throughout the city. In particular, residents express a great desire to expand after school programming for youth. They believe these positive activities will provide much needed enrichment to "bored youth" and keep them from getting in trouble [*also see the Public Safety and Education chapters*]. Other suggestions include creating more green spaces within the urban area; expanding sports fields to be able to hold regional tournaments; expanding entertainment opportunities during the winter months, when the choice of activities is limited; increasing recreational activities, such as aquatics, for people of all ages and incomes; and creating a dog park in Bloomington.

Guiding theme: Bloomington's enjoyable, accessible, safe, park system enhances quality of life and promotes a strong sense of community.

WALKING AND BIKING

Respondents enjoy the ability to walk or bike anywhere in the community for recreation, fitness, and commuting. The Constitution Trail is highly regarded as an amenity that promotes a healthy and active lifestyle. The trail weaves around the twin cities and lends to accessibility throughout the community, connecting areas of town for commuters and recreational users. Several respondents note that the Trail reduces traffic congestion, which provides environmental benefits.

For a variety of reasons, respondents want to see the City become more bicycle and pedestrian friendly. Some emphasize the fitness benefits of walking and biking; some focus on the environmental benefits; some

"Better, bigger, cleaner parks."

"More parks/sport/arts complexes/ programs for youth"

"The Constitution Trail! A wonderful exercise and commuter and recreation line!"

“It is a family oriented community with a lot of things for families to do. I also love the accessability of the constitution trail.”

“Parts of the city are very unfriendly or unsafe for bicycles and pedestrians. Veteran’s Parkway is like a castle wall around the city, often with no safe way for pedestrian crossing...”

“Less sprawling. More walkable venues for dining and entertainment. Fully connected bike and walking trails.”

highlight the sense of community encouraged by walking and biking around the neighborhood. Whatever the reason, a large proportion of respondents want to be able to “go places” and “do things” in the community without using their cars.

Respondents have many suggestions for improving walking and bicycling infrastructure. Making it easier to cross Veterans’ Parkway is one of the most common suggestions. Veterans’ is perhaps the biggest barrier for both walking and bicycling in the community. While respondents realize that it is predominantly auto-oriented, walkers and bikers want to be able to safely cross this highway. Extending the Constitution Trail and thoughtful extension of on-street bike infrastructure would also make it easier for walkers and bikers to move around town. Some respondents discuss improvements to the public transit system in conjunction with the walking and biking network [*also see the Transportation section in the Infrastructure chapter*].

Respondents contrast the mostly walkable Downtown area to the auto-oriented Veterans’ Parkway, but they see a lot of room for improvement in Downtown walkability. Bloomingtonians want Downtown to be more pedestrian-friendly.

Respondents also discuss the relationship between the physical layout of the community and walking and biking accessibility. While the size of the community is conducive to non-automotive transportation, the current separation of land uses and the street patterns make it difficult to get around without a car. Limiting sprawl and keeping the community’s footprint small is suggested as a way to facilitate travel by alternate modes of transportation [*also see the Neighborhoods, Infrastructure and Government chapters*].

Guiding theme: Bloomington’s walking and biking network will enhance healthy lifestyle choices in the community by connecting people to places in a safe and attractive way.

HEALTHY FOOD OPTIONS

Many Bloomingtonians express a great deal of support for local food. There is a great desire to create awareness of the benefits of healthy, local food and extend those benefits to people of all incomes. Discussions included expanding access to fresh food through farmers’ markets, healthy/specialty grocery stores, food cooperatives, urban agriculture and farm-to-plate operations.

Some residents mention urban agriculture and community gardens as sources of fresh food and as a strategy for neighborhood beautification. Many link the local food options to achieving a healthy natural environment.

The Downtown Bloomington Farmers’ Market and Artists’ Alley is recognized as an asset to the Downtown area and the community at large. The Farmers’ Market is valued both for fresh produce and as a cultural event that brings the community together. It provides the opportunity to know “what’s

“...Bike lanes - especially protected lanes - would help invigorate downtown and make the city safer for motorists, bicycles, and pedestrians.”

“The Farmer’s Market – an essential way to connect to local farmers and get best produce and build community.”

I Envision
“We become a culture that depends and thrives on local businesses and food producers, that values environmental health, and is a community that becomes more unified in our shared spaces - allowing people of all economic status to enjoy safe and beautiful places together.”

I Envision
"We have as many people regularly biking, walking and bussing to locations and events as we do driving. We have a food cooperative that has become a community hub, socially and economically. We have a thriving population of people who value our local shops and food sources."

I Envision
"A great downtown, bike/walking friendly streets to help with the obesity epidemic, local businesses, easy access to sustainable, organic foods, a city that put priority on wellness, health and the Earth."

in your food" while supporting local farmers. It further boosts the local economy by bringing residents into the Downtown area who shop at local stores while visiting the Farmers' Market.

While residents value access to the number of grocery stores offering fresh food, they are quick to point out the lack of options on the south and west sides of Bloomington. To improve this situation, Bloomington residents suggest attracting grocery stores to those areas to allow for more healthy food options. Some residents point out the value in programs offered by community organizations like the West Bloomington Revitalization Project (WBRP) to bring affordable produce to the West Side [*also* see *the Neighborhoods chapter*].

Guiding theme: Bloomington will become a food-secure community that promotes the ability to grow, consume, and distribute healthy, locally produced food. Our food system will benefit our community, our economy and our environment.

HEALTH CARE

Residents generally value Bloomington's health care system. Citizens comment on the quality of services provided by local doctors and hospitals, as well as the McLean County Health Department and the Community Health Care Clinic. Residents speak of the importance of providing good health care to all of the members of the community.

Some residents identify mental health care as an overlooked service in the community. These services are not always accessible for low income and at risk populations. Access to preventative health and oral care is also identified as an issue for our low income population.

Guiding theme: Bloomington will be a community that provides quality physical and mental health care to all of its residents.

ENVIRONMENTAL HEALTH

For residents, the health of the environment and the preservation of the community's natural resources are high priorities. They want natural resources such as lakes, streams, and parks managed in an environmentally sound way.

Citizens praise the City's relatively low pollution and current efforts in the realm of environmental stewardship. Efforts such as the curbside recycling program are lauded for the benefits they bring now and will bring in the future. Suggested improvements include expanding the recycling program and making more of an effort to preserve local farmland. A number of residents felt that the local farmland is a tremendous natural resource and has a huge impact on the local economy.

There is a great desire for revitalizing the existing urban neighborhoods and limiting suburban sprawl. This sentiment is predominant in the majority of comments [*also see Neighborhoods and Infrastructure chapters*]. Many feel that the current development pattern is not conducive to environmentally friendly modes of travel such as walk, bike or

I Envision
"A limit on urban sprawl and strip malls. Lots of trees. Clean and very safe city--no gangs. Something like a trolley system where you could get on and off at many different places. Top notch centrally located medical facility."

I Envision
"Healthy, green economy that favors all citizens. Improved water supply and water conservation. Solar and power alternatives..."

"Good recycling program and parks. It adds to quality of life and protects the environment."

I Envision
"Less growth/ maintain farm ground/ More reuse of land already developed."

I Envision
"Bloomington will have accounted for the shifts in automotive transportation and built infrastructure to take advantage of this. Don't waste so much space on parking due to car sharing, and consider automated cars when building out new roads. Consider more electric charging stations."

public transportation.

Long-term suggestions for sustained environmental health include switching to alternative forms of energy, maintaining lush green open spaces without the use of harmful chemicals, and taking steps to ensure cleaner air and water.

Guiding theme: Bloomington will demonstrate stewardship of its environment and natural resources.

I Envision
"-Pedestrian and bicycle friendly - Lots of green space - Less asphalt in particular smaller parking lots - Pesticide (Chemical) free Community, parks, and community property."

I Envision
"- The current borders still the borders but more densely developed within. In other words, no more suburban-like sprawl of subdivisions into the farmland. Build up not out, w/ more apartments + smaller lots of homes - Thriving downtown area - Well used public transportation w/in + to/from town 100% renewable energy (solar + wind) - More community vegetable garden areas w/ recreational programming for youth."

INFRASTRUCTURE

Bloomington's public infrastructure will provide a solid foundation for the City's quality of life and economic prosperity.

GUIDING THEMES

- *Bloomington will grow responsibly with careful consideration of the long-term benefits and costs of the public infrastructure.*
- *Bloomington will be proactive in assessing water requirements now and in the future.*
- *Ongoing investment in sanitary and storm sewers will provide systems which function efficiently and protect the local environment.*
- *Bloomington residents benefit from a wide array of community facilities that offer recreation, entertainment, sports, city events and cultural resources for the entire community.*
- *Bloomington's state of the art transportation network will provide residents access to all their needs and enhance the region's economic competitiveness.*
- *Bloomington will become more accessible through an expanded public transportation system.*
- *Bloomington recognizes the challenge of evolving energy resources and supports the use of energy alternatives.*

I Envision
"Same size as now!! With updated infrastructure so that water mains, etc are not bursting all over town every other week. Infrastructure also includes top notch streets and BIKE paths/trails everywhere!!! We need more and safer trails throughout BLM/Normal and surrounding countryside."

Nearly half of all respondents addressed infrastructure related issues. They appreciate the work city departments do to maintain and improve the City's infrastructure while forcefully noting that there are deficits in nearly all City-managed systems. The most common concern is the state of the street network and the need to prioritize extensive investment in repair and maintenance. Residents note issues with current water quality and the need to move forward on securing water resources for the future.

GENERAL INFRASTRUCTURE OBSERVATIONS AND GROWTH

A number of respondents are satisfied with the state of the City's infrastructure, but more urge a concerted effort to maintain or upgrade infrastructure to meet future needs. A good state of infrastructure repair is necessary to maintain a positive business climate and quality of life in the City.

General comments on needed improvements refer to streets, bridges, water quality and sewers as primary systems in need of priority attention. Some commenters also note that sidewalks are a matter of concern. Respondents cite a need for improved and expanded bicycle capacity, transit expansion, and an increase in the use of green technologies. A number of respondents advocate infrastructure maintenance and upgrading over system expansion. This may be achieved by keeping Bloomington within or near its current physical size. Continued sprawl will create a demand for costly new infrastructure and its ongoing maintenance.

Respondents understand the relationship between infrastructure and community growth. While growth is viewed positively in terms of increased economic opportunity, respondents express concern for growing the corporate limits and its associated infrastructure costs.

Guiding theme: Bloomington will grow responsibly, with careful consideration of the long-term benefits and cost of the public infrastructure.

WATER

Respondents discussing Bloomington's current water system sometimes express satisfaction with water quality, but suggest improvements to correct periodic quality problems such as taste, and to address the impact of drought like that experienced in the late 1980s.

Residents look to a future Bloomington that has established reliable and resilient water sources that can meet the City's needs, as determined by the growth and any environmental conditions that affect the water supply. There is also support for an upgraded and improved water treatment and delivery system, to ensure continuing water quality.

Guiding theme: Bloomington will be proactive in assessing water requirements now and in the future.

SANITARY AND STORM SEWERS

Few respondents made specific comments regarding the sanitary and storm sewer systems. Those who did, believe both

"Reduce sprawl, refocus on redevelopment of the urban center and older neighborhoods."

"We need to improve the infrastructure. We cannot continue to put off the need to maintain roads, sewers, etc. Those are much more important to all residents rather than adding more parks and walking trails. Without a good source of water-we will not grow now and/or in the future."

"Bloomington use to have the best tasting water. Now it tastes terrible!"

"A long term water source. Establish a major plan for our city."

"We have to invest in our infrastructure – this HAS to be priority number 1. The city has millions of dollars of street and sewer work that needs to be done, especially in the core of the city. We have to find a way to make this happen, and happen now..."

"The Bloomington Public Library, Miller Park Zoo, BCPA, the David Davis Mansion. BCPA is really great for improving the cultural life of Bloomington and gets some great performances. The Bloomington Public Library has a great staff and great book, movie, audiobook, and electronic resources...The Miller Park Zoo is a nice place for the whole family to visit and teaches children to love animals. The Jr. Zookeeper program and their classes are a great learning opportunity for kids in our community. The David Davis Mansion is a really important part of our local history..."

systems require improvements. Although some respondents find the current system reliable, many note the need for system repair and updates citing the cost estimates from the Public Works department. Updated sewer systems are an important element in future development.

Guiding theme: Ongoing investment in sanitary and storm sewers will provide systems which function efficiently and protect the local environment.

COMMUNITY FACILITIES

Respondents are enthusiastic about community facilities, particularly the programs more than the physical spaces in which they are offered. Residents appreciate and patronize Bloomington Public Library, Miller Park Zoo, the Senior Center at Miller Park, entertainment and sports events at the BCPA, U.S. Cellular Coliseum and Pepsi Ice Center and cultural experiences at the McLean County Museum of History, David Davis Mansion and the Creativity Center. Residents also mention health care facilities as an important resource, and the Downtown Farmers' Market as both a cultural and healthy living resource. Local parks and the Constitution Trail are among the most valued community facilities [*also see the Health and Natural Environment chapter*].

Suggestions are offered regarding facilities at Miller Park and possible expansion or replacement of the Bloomington Public Library. With respect to several of the community facilities, including the BCPA and the Coliseum, respondents note that parking is not adequate and should be upgraded.

Some difference of opinion regarding the Coliseum persists; while many of the comments approve of the events there and at the Pepsi Ice Center, there remain a few respondents who argue for the sale of the Coliseum to a private concern. It should be noted that the Pepsi Ice Center and the Coliseum share the same facility [also see Government chapter].

The community facilities valued by the respondents are seen as integral to the future of the city. Residents want these places and programs to thrive and expand where possible.

Guiding theme: Bloomington residents will benefit from a wide array of community facilities that offer recreation, entertainment, sports, city events and cultural resources for the entire community.

TRANSPORTATION

Residents have much to say about the city streets; summarized in two words – fix them. The street system allows for quick access to destinations throughout the community, with few trips requiring more than twenty minutes. Some note that recently, congestion has increased travel times, particularly in the Veterans Parkway corridor. Sidewalks, the primary location for pedestrian travel, are also in need of repairs and expansion.

The Constitution Trail is recognized as a commuting facility used to access schools and employment locations. Those who

"Add parking for the BCPA. Sorely needed."

"This one is so simple and obvious ... FIX the ROADS!!!..."

I Envision
"Our infrastructure would be repaired and able to withstand normal traffic. Also, our street system would not be compromised..."

I Envision
"Better streets, more bike paths, more diverse employer base"

"... Constitution trail is awesome. Being able to bike and run without the threat of automobiles is very liberating and lets people see more of the city from angles they don't usually get to notice."

"Make downtown even more vibrant and livable. There needs to be more foot traffic and better transit downtown. There should be a transit hub not just a few bus stops by each other. People should think of downtown as a destination where they want to work, live, and be entertained."

"...Bloomington is very easy to get around... It does a great job of keeping traffic moving even when it's rush hour."

use the trail system for commuting would like to see trail expansion, on-street bicycle improvements and secured bicycle parking. Specifically noted are trail and bicycle lane extensions which connect to one another and to high-volume destinations such as schools and universities, large employment centers and retail districts.

Concern for the condition of the City's streets extends into comments regarding Bloomington's future. A well-maintained street network is viewed as important to safety, quality of life, economic development and tourism. Some residents see the City accommodating newer transportation technologies such as alternative fuel cars, more electric car charging stations, car sharing and automated cars. An updated street system can be an element in reducing congestion and controlling traffic in residential areas. A handful of respondents comment on the East Side highway project, some in favor and others in disagreement.

With respect to other modes of transportation, respondents note support for high-speed passenger rail service, particularly to Chicago. Residents like the service at Central Illinois Regional Airport (CIRA), but would like to see a broader range of direct destinations from the airport.

Guiding theme: Bloomington's state of the art transportation network will provide residents access to all their needs and enhance the region's economic competitiveness.

PUBLIC TRANSPORTATION

Residents value the service and access provided by Connect Transit, the local public transit system. Transit users note that the system makes daily life easier to manage in a very automobile-oriented community. They appreciate the affordable fares and note that it provides access to school and employment for those without cars.

Respondents generally request faster service, greater coverage of the city by the route system, and longer hours of service. Some commenters note that the infrequent service on many routes makes it difficult to use the transit system for daily commuting. Many further note that there should be transit service on Sundays for access to worship and employment. Longer service hours, perhaps even 24-hour service daily, would allow residents with non-standard working hours to use public transit. Expansion of the route system would also increase the pool of riders.

Guiding theme: Bloomington will become more accessible through an expanded public transportation system.

ENERGY

A few survey respondents note a need for expanded energy resources and a reduction in the use of fossil fuels, both by the City and by residents. They support development of new energy resources, and particularly the use of renewable energy sources.

Guiding theme: Bloomington recognizes the challenge of evolving energy resources and supports the use of energy alternatives.

I Envision
"Many more trees and much much more "walkable" as a city, from the down town core to the fringes of town. A unified single beautiful community not so addicted to car culture."

I Envision
"If you want to go somewhere, you don't need a car. Buses, trails integrate even more into the city. Local establishments are more prominent than chains."

"Extend public transportation buses to run on Sundays."

I Envision
"Better access to commuter passages Electric trolleys Work from home High speed rail to larger cities. Garbage shoots outside No garbage pickup Quieter neighborhoods."

I Envision
"City buildings are mostly powered by renewable energy sources, and technology is the hub of our economy."

NEIGHBORHOODS

Bloomington's vibrant and diverse neighborhoods will remain the framework of our community.

GUIDING THEMES

- *Bloomington's neighborhoods, in all their diversity, are the core of community life and provide the foundation and framework for a safe, vital and successful city.*
- *Bloomington's historic older neighborhoods will be sought-after residential areas where growth and change are accommodated with respect for their historic context.*
- *Bloomington's revitalized West Side will be a fusion of renewed residential areas, local businesses and community members enjoying the results of their engagement and initiative.*
- *The City will continue to leverage public/private resources to ensure that it is developed equitably.*
- *Housing in Bloomington will be affordable and accessible with a range of choices for all.*

"I love that though Bloomington is a small city, we have elements of a larger city - lots of local businesses, culture & arts, a rich history, the Constitution trail, wonderful parks & entertainment, etc…"

"Family feeling-- no matter what neighborhood, I feel like there is a feeling of 'family' and 'togetherness'."

"I was born and raised here, as I feel safe here, Bloomington is growing fast, but it still has a "smaller town" feel. People are friendly and ready to help. We are very caring here."

Almost all responses touched on topics relevant to neighborhoods in some fashion. The responses reveal a deep connection between residents and their neighborhoods. Respondents describe how the experience of living in Bloomington's varied neighborhoods creates a sense of the city as a unique and welcoming community.

NEIGHBORHOODS DEFINE BLOOMINGTON'S QUALITY OF LIFE

Neighborhoods are bound together with the values and experiences of residents' families and their view of the community as a wonderful place to grow up and raise the next generation. Many identified themselves as Bloomington natives or long-term residents, and expressed the hope that their children and grandchildren could enjoy the same neighborhood atmosphere in years to come. Neighborhoods are valued as the framework for community, the setting in which people experience their city most directly, and the tangible manifestation of the quality of life they find here. Several respondents value their friendly neighbors and good neighborhoods.

The fundamental significance of Bloomington's neighborhoods is seen in their contribution to stable and prosperous economic conditions, community health and safety. Frequently cited is the connection between neighborhood vitality and infrastructure maintenance. Residents want the public infrastructure in their neighborhoods to be maintained in serviceable condition and improved as necessary [*also see Economy, Infrastructure, Health and Natural Environment, Government, Arts, Culture and History*].

Neighborhoods contribute to an oft-cited aspect of life in Bloomington, that the City combines the feel of a small town with the amenities and resources of a larger city. That small-town feeling is embodied in the neighborhoods, where respondents expressed their sense of safety and connection to their fellow residents. While people are attached to their own neighborhoods, they often cited their affection for the older, historic neighborhoods, sometimes even specific homes with particular historic, architectural or aesthetic value. There is concern that these special areas of Bloomington are being left behind as the city grows.

These established areas of the City are viewed as essential to Bloomington's character and charm, which contribute to its personality and draw new residents and visitors to our community. Several respondents also noted the attraction of the mix of history and enduring Midwestern culture that is at the center of Bloomington's appeal.

Many envisioned preserving the historic neighborhoods, enhancing the residential options in Downtown and adding mixed use and transit oriented neighborhoods where walking, biking or taking the bus can become the norm [*also see the Transportation section in the Infrastructure chapter*].

Guiding theme: Bloomington's neighborhoods, in all their diversity, are the core of community life, and provide the foundation and

"I value the ability to live here and raise children. It is a well rounded community with many facets for having a family. Good schools, nice neighborhoods, churches, parks, family activities, good employment, easy access to medical professionals, clean environment, athletic opportunities. In order to have a stable family life, a community must have the facilities and aspects for children and parents, as well as extended care givers and grandparents."

"Public services are excellent. My neighborhood is very nice…"

"The small town style open plan neighborhoods in the old city…the ones with old trees, garden's, front porches, and sidewalk's. I value my privacy, but I value the sense of community, kids walking to school, families riding bikes, neighbors talking across yards and alleys."

“The downtown area and the historic neighborhoods because they bring character and charm to the town.”

I Envision
“Bloomington will be an employment incubator with high densities near downtown and reinvestment in old industrial facilities. Neighborhoods will maintain their character with mixed use development filling the void for new and affordable housing. Transit oriented development will be encouraged, especially connecting Downtown Bloomington to Uptown Normal, perhaps with fixed guide-ways transit, but at least increased frequency.”

“The city (downtown) need to be revitalized. it’s not that we have too many bars it more that it need more real businesses. This is a community with vitality.”

framework for a safe, vital and successful city.

DOWNTOWN REVITALIZATION

Respondents regard keeping and enhancing the vitality of the residential areas within and around Downtown as a primary tool to bring new energy and a neighborhood sensibility to Downtown itself. In the areas adjoining Downtown there is clear support for revitalization and investment to elevate surrounding neighborhoods and support Downtown as well. Many respondents discussed the special characteristics and challenges of the Downtown neighborhood, resulting from its mix of commercial, corporate and residential functions.

There are concerns arising from Downtown being a gathering point for homeless people, although respondents acknowledge the complicated social forces that perpetuate homelessness. These and other factors create the impression that the Downtown neighborhood is unsafe. Respondents want these issues addressed directly through revitalization and renewed commercial development, so that the resources in the neighborhood will be more readily used by all residents [*also see the Economy chapter*].

Guiding theme: See the Downtown section in the Economy chapter.

HISTORIC NEIGHBORHOODS

Bloomington is fortunate in its long and colorful history. The numerous historic buildings, sites and neighborhoods reflect various stages of the City’s development. They demonstrate the community’s historical continuity and contribute to its identity.

Respondents suggest actions to preserve historic neighborhoods. In the context of neighborhoods, finding a way to upgrade and maintain all public infrastructure is frequently noted as the essential predicate to all other neighborhood improvements. This includes streets, bicycle and pedestrian trails and routes, sidewalks, water and sewer systems [*also see the Infrastructure chapter*].

Respondents also emphasize the importance of green space and neighborhood parks. Residents often preferred rescuing older neighborhoods as opposed to expansive new residential development at the edges of Bloomington. Residents also express preferences for the traditional neighborhood design of straight streets and sidewalks rather than the curved streets and cul-de-sacs of suburban style residential development. The structure of older neighborhoods promotes faster travel times and reduces the potential for congestion.

Residents expressed concern that our older neighborhoods frequently receive less attention in comparison to the newer subdivisions. These neighborhoods are visible reminders of where we have been and deserve active protection and enhancement.

Guiding theme: Bloomington’s historic older neighborhoods will be sought-after residential areas where growth and change are accommodated with respect for their historic context.

I Envision
“A marriage of historic buildings with new. Easier access for bicyclists to the downtown, An end to streets that don’t go anywhere (cul de sacs).”

“Improve downtown. Normal did a wonderful job revitalizing uptown. They tore down bars, put in unique stores and restaurants, and made it look beautiful. Having access to healthy stores is also important. I’d add a Trader Joe’s and Whole Food. A dog park would be great too!”

“I would revitalize downtown Bloomington. As it is now there is not much to do there and some parts of it are not very safe to walk around in especially at night. I think that if the downtown was better it would encourage growth in the city and stop the sprawl.”

“Completely revitalize the downtown area to be more reflective of our citizenry. Move public works out of central core, and create opportunities for more health oriented shops and activities. Hotel, convention center, restaurants.”

“Better bike infrastructure. Pedestrian zone in downtown Bloomington - and I’m a business owner in the downtown district.”

WEST SIDE NEIGHBORHOODS

There is concern about the status of neighborhoods on the West Side, including areas adjacent to Downtown and along the Market Street corridor. Concern is not limited to those living on the West Side. Comments noted issues relating to infrastructure maintenance, community facilities, and the perceived and actual disparity between conditions on the east and west sides of the city.

Suggested infrastructure improvements include rethinking the West Market Street gateway, adding neighborhood-scale businesses and services, and eliminating blight while maintaining neighborhood diversity. Information infrastructure, such as data networks, is also important as the information economy expands.

Many respondents noted the influence and successes of the West Bloomington Revitalization Project. This program demonstrates the progress that results from community engagement and commitment. Respondents repeatedly called for economic development that provides for West Side needs, such as accessible grocery stores, pharmacies and other retail, and employment opportunities.

Access to grocery stores providing a full range of foods, particularly fresh produce, is needed on the West Side. Bloomington’s western and southwestern neighborhoods have very few full-scale grocery stores at present and they are difficult and even dangerous to reach without access to a car. Residents express the need for manageable access to fresh food for pedestrians or bus riders. Food stores should have choices available for users of the SNAP and WIC supplemental nutrition programs.

Some cited the need to improve neighborhoods through city action against neglectful landlords and blighted properties [*also see the Government chapter*].

Guiding theme: Bloomington’s revitalized West Side will be a fusion of renewed residential areas, local businesses and community members enjoying the results of their engagement and initiative.

THE EAST/ WEST DIVIDE

Neighborhood revitalization is discussed as a means of addressing the social and economic divides between the East and West Sides of Bloomington. Respondents express concern about the polarization of interests and resources in the city and a need for solutions that are equitable for all. Approaches suggested for the West Side concentrate on improving affordable housing, engaging in economic development that creates jobs and reduces poverty, and ensuring that residents in need of assistance receive the support they need to move out of poverty.

Other steps include correcting the West Side food desert, supporting more extensive transit service, improved school performance in the District 87, and providing community facilities to support education, employment and accessibility.

On East Side, the state of infrastructure has improved and is maintained, as is

“Less division between east and west. I hate that people have perceptions of a “good” side of town and a “bad” side of town. Need balance.”

“Revive, reinvigorate the inner city, older neighborhoods and the west side. Change the perception and remove the stigma of these areas to attract younger families.”

I Envision
“The west side would be a welcoming place, strong neighborhoods empowered under the one unified blanket of Bloomington, solvent government.”

"We need a grocery store on the west side."

"I'd like to see all of those beautiful old houses on the near west side cleaned up and the neighborhoods revitalized."

I Envision
"Each area is easily walkable, with conveniences of neighborhood groceries, parks, entertainment, etc. available to everyone. There would be no more East side/West side divisions, every area would be maintained equally with pride. And every building would be accessible to persons with disabilities."

access to community resources and facilities. Survey responses note the importance of additional bike infrastructure on East Side, coupled with improvements to allow safe access for pedestrians and bikers to the commercial corridor along and radiating from Veterans Parkway [*also see the Transportation section in the Infrastructure chapter*].

Guiding theme: The City will continue to leverage public/private resources to ensure that it is developed equitably.

HOUSING

As noted in the discussion regarding the West Side, survey respondents commented on the need for affordable and accessible housing. Affordable housing should be available throughout the community, with public transportation providing access to schools, places of employment, and goods and services such as fresh food and healthcare. Respondents noted the need for affordable rental housing options in denser neighborhoods with services, such as Downtown Bloomington. Some comments noted the particular needs of older residents, in terms of preferred housing types for people with reduced mobility, limited incomes, and those requiring levels of assistance with day-to-day activities. Affordable housing is also needed for lower income families, and is best located close to schools, parks and other community resources.

Some respondents noted that more and better affordable housing distributed throughout Bloomington's residential neighborhoods would foster more social equality among city residents, whatever their economic, ethnic, disability or other status. This could be encouraged through broad access to public transit and other transportation choices, and would aid in developing and maintaining a culture of diversity, excellence and achievement in neighborhood schools.

Locating both rental and owner-occupied affordable housing throughout the community would lessen the perception that rental housing is detrimental to neighborhoods. Some respondents felt that the city is over-supplied with rental housing options, a view often expressed in context with comments suggesting that the respondents agreed that rental housing in inherently less desirable.

With respect to housing choices for older residents and those residents with disabilities, comments noted the need for the city's ordinances to acknowledge and perhaps promote the use of universal accessible design and "visitability" standards in new home construction. The acceptance of these standards would enable residents with mobility, physical or cognitive challenges to engage fully in their neighborhoods and the community at large.

Guiding theme: Housing in Bloomington will be affordable and accessible with a range of choices for all.

"More development of westside: revitalization or current businesses to promote jobs, affordable quality childcare near bus stops, buses running 8pm-8am, grocery store on westside, safe after school activities for ages 6-18."

"Enforce the existing property code with specific attention to rental properties in areas of blight."

"More affordable housing in nicer neighborhoods..."

"The Boomers are coming of age; keeping them, and their assets, is important to this community...especially with the State Farm restructuring. There are too few affordable, attractive options here..."

PUBLIC SAFETY

Our responsive police, fire and emergency services will ensure safety and security for residents to live, learn, work and play.

GUIDING THEMES

- *All of Bloomington neighborhoods will be safe places to live, learn, work and play.*
- *The Bloomington Police Department will work closely with neighborhood residents to maintain a safe atmosphere in our communities.*
- *The City, in partnership with community organizations and citizens, will ensure safety on the streets for all modes of travel.*

"There are so many things to value. Most important to me is safety from crime through law enforcement, fire, & rescue."

"Safety. Because not much else matters if you and your loved ones are not safe."

Ensuring the safety and security of its citizens is paramount for any City government. Being the kind of City where people feel safe and want to raise a family is crucial for the growth and development of any community. About a third of all respondents directly addressed public safety issues and many more commented on subjects discussed in this chapter. These respondents generally characterize Bloomington as a safe place for them to live and raise their families. Respondents on the West Side did comment that safety is a concern for them and the City should be working towards improving it.

NEIGHBORHOOD SAFETY

Residents treasure the safety in their neighborhoods. They describe their neighborhoods and the community in general as family friendly and a safe place to raise their kids. Some respondents said that the peace and quiet are reasons to live here. Commenters draw a connection between safety and a sense of community and togetherness among neighbors.

While responses indicate a general happiness with the City's safety level, East and West Side residents have very different perceptions about the levels of safety in their own neighborhoods. Respondents who identified themselves as living in the Wards 6 and 7 (West Side wards) were the only groups who were more likely to call for safety improvements than to say they value their current level of safety. West Side respondents are very concerned about the increase in drugs, gangs, theft and other criminal activities.

Many respondents from all areas of the city express concerns about safety in the West Side and Downtown. These commenters feel that much needed revitalization efforts on the west side of the community would lead to an increase in safety. Beautification efforts such as upkeep of lawns and homes and improving the general aesthetics of neighborhoods are often mentioned in conjunction with safety issues, suggesting these concepts may be seen as connected. Many identify a need for continued investment in housing and improving social conditions as a prerequisite for making the West Side a safer and more attractive place to live [*also see West Side neighborhoods in the Neighborhoods chapter*].

A notable proportion of public safety comments focus on youth issues. Many respondents suggest more activities for youth as a measure to improve safety within the community. Having more positive activities through parks and recreation, BCPA, etc. for young people would provide enrichment and are perceived to divert them from negative influence.

Guiding theme: All of Bloomington neighborhoods will be safe places to live, learn, work and play.

DOWNTOWN AND BARS

Residents and visitors to Downtown identify a significant need to improve safe-

"Better police control of areas that are known problems."

"There is really nothing for our teens and tweens to have for a positive place to gather. Develop some areas that tweens and teens can safely hang out with activities... dances, bonfires, learning job skills."

"Limit the number of bars in downtown. Good businesses are driven out by the filth + inappropriate behaviors. Police seem to be unresponsive..."

ty and the perception of safety in the area. Downtown's cluster of bars that attract college students are a public safety concern. Reducing the concentration of bars and attracting family friendly stores and restaurants were suggested as a strategies to make Downtown safer, particularly at night [*also see the Downtown section in the Economy chapter*].

POLICE

Respondents are divided in their views of the Bloomington police force. Some are happy with police services, while others have encountered harassment, racism and poor community interaction and communications. Better relations with residents, particularly with minority groups, are widely called for.

"A police force that is more considerate of minorities and less abrasive towards the Bloomington community as a whole."

Several respondents want to see an increased police force to protect all neighborhoods, including those that are currently underserved.

Guiding theme: The Bloomington Police Department will work closely with neighborhood residents to maintain a safe atmosphere in our communities.

BICYCLE/PEDESTRIAN SAFETY

Residents who enjoy walking and cycling comment that they feel unsafe in certain areas due to a lack of sidewalks, issues with traffic and alignment of roads, and neighborhood conditions. Making Bloomington's streets more pedestrian and bicycle friendly through efforts such as bike lanes, better lighting, and extending Constitution Trail would increase pedestrian, cyclist and auto safety throughout the community [*also see the Transportation section in the Infrastructure chapter*].

Guiding theme: The City, in partnership with community organizations and citizens, will ensure safety on streets for all modes of travel.

I Envision
"... A place the people want to visit, live, work, and raise their family."

ALTERNATIVE PERSPECTIVES

As the people of Bloomington responded to the community survey, an ongoing review of the survey responses began. MCRPC staff read and re-read comments made by survey respondents, reviewing them for common themes to be applied to the comprehensive plan.

When the public outreach period ended on October 31, 6% of responses consisted of topics that are not generally raised by the respondents as a whole. These responses, presented in this chapter, focused intently on limiting the role of government, and sometimes repeated the same response to all four questions. The contents in this chapter are an acknowledgment of this voice. These responses, however, cannot be considered during the comprehensive planning process for reasons explained below.

While responding to questions 2 and 4 of the survey, these respondents focused on the following general themes:

- Dissatisfaction with the current elected leadership of Bloomington, or portions thereof;
- Recommendations for the following, as elements of a preference for limited government:
    - Actions requiring a political process, such as the removal of elected officials;
    - Management of city staff/employees requiring policy decisions on the part of elected officials or senior staff, such as across-the-board salary reductions, dismissals or departmental restructuring;
- Changes to pension or other benefits for city staff, requiring policy decisions and/or ordinance or statutory changes at the local or state level, or renegotiation of contracts;
- Privatization of a substantial portion of municipal services;
- Public assistance programs, including public housing, to be restricted or eliminated, although such programs are not controlled at the municipal level;
- Restricting or prohibiting residence in Bloomington for persons perceived by the respondent to be undesirable, sometimes defined by the place of origin of the person as presumed by the respondent;
- Lower taxes, including the recommendation of tax reductions for taxes not levied by the City of Bloomington;
- Use of tax revenues only for "basics" or "needs" or "necessary" services and programs as defined by the respondent;
- Substantial cuts in municipal expenditures combined with expectations of increased municipal services;
- Sale or other disposition of City assets, most commonly the U.S. Cellular Coliseum, and
- A balanced municipal budget, elim-

ination of municipal debt or fiscal responsibility (used interchangeably).

Recommendations made in the following group of comments raise questions of policy which cannot be settled within the scope of the comprehensive plan:

- Recommendations for action require political decisions by Bloomington's voters, by the City Council, and in some instances by outside governmental entities, including the state and federal governments. Political decisions such as these are outside the scope of the comprehensive plan, and in some instances outside the purview of the City of Bloomington.

- Recommendations for alterations in the City's terms of engagement for its staff fall outside the scope of the comprehensive plan. Such actions and may require policy changes respecting the terms of service for city employees, negotiations with respect to city employees represented by unions, or the City's ability to make unilateral contract revisions for outside service providers or consultants.

- Recommendations for the revision or elimination of public assistance programs administered or funded under state or federal provisions cannot be executed by the City of Bloomington. This also applies to the implementation of policies created for the purpose of excluding residence by persons of a specific national or ethnic origin, or economic or educational status.

In the limited number of comments which attempt to define a distinction between the essential and non-essential expenditures, respondents in this group did not agree on a definition of which municipal programs and activities fell within those categories; some comments saw parks as essential spending, while other found them frivolous. Others did not attempt to distinguish between the two categories, and provided no guidance in the planning process as to how such determinations should be made. Their call for limited government is beyond the scope of the comprehensive planning process.

PUBLIC OUTREACH

BRING IT, BLOOMINGTON!
PLAN IT . SEE IT . LIVE IT.

The comprehensive planning process for the City of Bloomington began in early 2014. The City contracted with the McLean County Regional Planning Commission (MCRPC) to completely overhaul the previous plan based on a broader community input. The goal of the outreach process was to reach at least 10% of the population. It fell slightly short of that goal, but the process reached over 6,100 residents, including 2,076 survey responses, making it Bloomington's biggest outreach effort ever.

LOGO

The first step in the Comprehensive Plan process was branding the public outreach phase. A graphic design professor from Illinois State University, Julie Johnson, assisted in that area. The slogan "Bring It On Bloomington: Plan It, See It, Live It" was an instant winner. This phrase used a fun use of language to encourage and challenge residents to provide a future direction for the City. This logo was used to brand all the marketing materials, from the survey to informational posters to lawn signs. This graphic representation of the public outreach phase could be seen on the City's website and social media accounts.

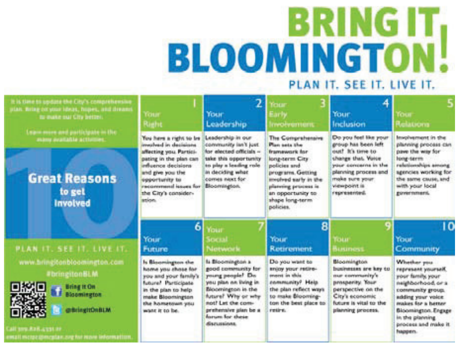
PROMOTIONAL VIDEO

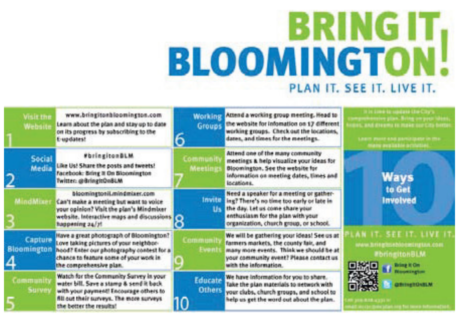
The "Bring It On Bloomington" video, produced by Phil Vandivier, a local videographer, introduced the Comprehensive Plan process to the general public. The video provided viewers basic information about what a comprehensive plan is and why they should get involved. It featured great visuals of the city, including Downtown, local parks, and a few of the businesses synonymous with Bloomington. The video featured several community members, each of whom gave a reason why have chosen Bloomington as a place to live, work, and play. The video lasted approximately three minutes and helped drive the spirit of the Bring It On Bloomington public outreach campaign. The video reached over 25,000 community members via the social media and was featured at public meetings and on the web portal.

WEB PORTAL

The Bring It On Bloomington web portal, www.bringitonbloomington.com, was created as a "one-stop shop" for anyone looking to learn more about the Comprehensive Plan. The web portal hosts a variety of information, including the current state of the process, survey responses, and the existing conditions report. This portal will continue to be used throughout this process to keep the public informed on the progress of the plan.

The "Engage" page of the web portal was the online home of the Bring it On Bloomington survey. The page contained a link to the survey, a word cloud showing the most common survey responses, and a link to each week's actual responses. The word cloud and responses were updated weekly. The goal was to encourage people to participate in the





process in as many ways as possible, so after residents finished the survey online, they were directed back to the web portal, where they could find further ways to get involved with the process.

POSTERS (10 WAYS AND 10 REASONS)

Two pieces of literature were created to help get the word out, "10 Great Reason to get Involved" and "10 Ways to Get Involved." Each of these pieces could be printed on a regular sheet of paper or turned into a poster. These provided easy ways to get information to people at meetings and events. Both pieces had information directing people to the website and social media sites.

"10 Great Reasons to get Involved" was an informational guide that provided ten reasons why one should participate in the comprehensive plan update. The guide attempted to explain the unique opportunity this process provides residents to fulfill their civic duty and help shape their community's future.

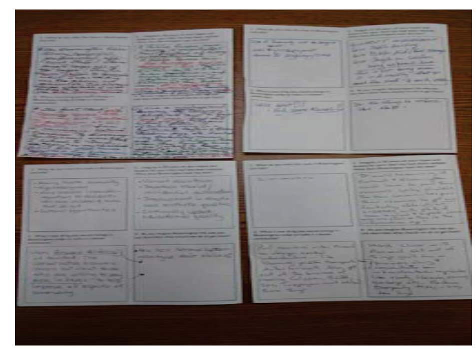
"10 Ways to Get Involved" listed ten tools a person could use to voice their opinion or concern. The guide encouraged readers to (among other things) visit the website, fill out the survey, and contribute feedback through social media, community meetings, and discussions with neighbors.

THE SURVEY

The survey consisted primarily of four short, open-response questions designed to discover 1) what residents like most about Bloomington now; 2) how they would like it to change in the near future; 3) what their ideal Bloomington would look like 20 years from now; and 4) what can be done to bring that ideal future about. Ten demographic questions allowed staff to break the responses down by demographic group.

The survey was made available in both physical and digital formats. The paper survey was made available through a wide variety of channels. Most significantly, it was mailed along with the city water bill to over 25,000 residents. Because not all residents receive water bills, MCRPC also made a concerted effort to reach people in rental housing and mobile homes by contacting landlords and residents and placing surveys in common areas. Community events provided opportunities to reach residents outside their homes, so staff attended a number of events and venues and handed out both paper surveys and the link to the online survey. Several organizations and businesses throughout the community contributed by making surveys freely available to patrons. Connect Transit, for example, made surveys available to riders and placed drop boxes inside buses, allowing people to contribute their voices without interrupting their daily routines.

Most of the surveys were filled out online. The success of the online survey can be attributed to several factors. The survey's prominence on the Bring It On Bloomington website made it easy for web visitors to fill out the survey. Facebook and other social me-



dia outreach clearly boosted the number of surveys filled out online, especially during the last two months of outreach, when social media outreach efforts were increased. Many of the same organizations that helped distribute paper surveys also promoted the survey on their websites and encouraged people to fill out the survey through newsletters and email blasts to subscribers. Finally, for Internet-savvy residents, filling out the online survey and clicking "send" was probably faster and easier than filling out the paper survey and mailing it back to MCRPC.

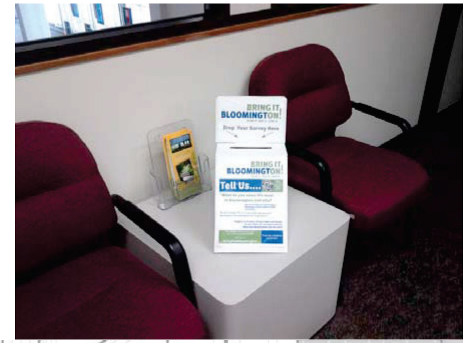
All told, the survey outreach process reached tens of thousands of residents and brought in 2,076 responses.

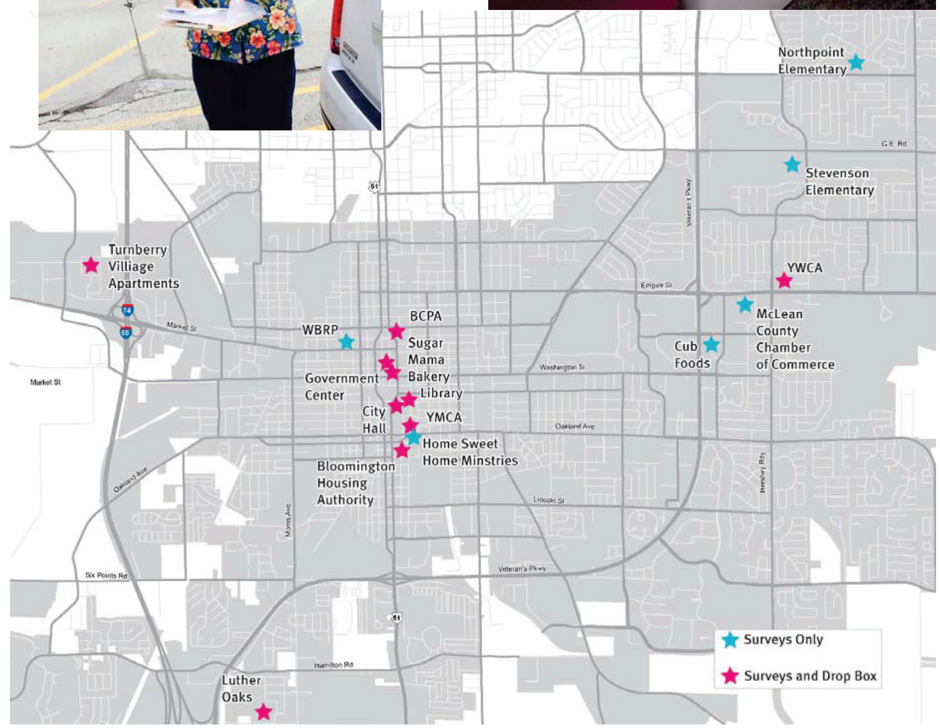
DID YOU FRIEND US, TWEET US, OR INTERACT?

Social media was and continues to be a critical tool for disseminating information and gathering input from residents. The three social media tools used for the public outreach were Facebook, Twitter, and Mindmixer.

With over 1,000 likes, the Facebook page played a major role in getting the word out about the Comprehensive Plan and the survey. Residents were asked to "like" the Facebook page and share posts regarding meeting information, public feedback updates, and other elements of the outreach process. The page continues to be used to share information regarding the next steps of the Comprehensive Plan with the public.

Twitter has been used for the same





purpose, though it has not been as popular as the Facebook page, perhaps because Facebook allows residents more opportunities to respond and talk to each other. Through the end of the outreach process, the Bring It On Bloomington Twitter account had 107 followers and had posted 84 tweets.

Mindmixer has provided community members more targeted opportunities to interact with each other and with staff. Mindmixer is a website that gives organizations a way to start conversations with individuals, which are enhanced by the various interactive software tools the site provides. Members of the public can then join conversations through written comments, ratings, and sharing posts. One conversation on the Bloomington Mindmixer portal asks participants to pinpoint their favorite places in Bloomington on an interactive map and describe what they like about it. Another asks participants to submit their best photographs of the city, several of which were eventually used in this document. Conversations such as these are useful as a way to keep people involved once their interest has already been piqued through Facebook or Twitter.

MEETINGS AND EVENTS

MCRPC's approach to getting to the public involved in this plan was to attend all types of community meetings and events. There was no time too early or late in the day, no group too big or too small to meet with. Some meetings were as small as a few people and other events included more than 100. MCRPC staff and volunteers attended over 30 events and meetings in the four month public outreach period, including neighborhood organizations, PTO meetings, the Farmers' Market, and various other civic organization meetings.

Community events provided a further opportunity to present information about existing conditions, get more public feedback, and encourage people to fill out the survey. Events included the farmers' market, a quad fair, service clubs and block parties.

Throughout this process, MCRPC staff presented at various City of Bloomington meetings, including the City Council, Planning Commission, Historic Preservation Commission, and Zoning Board of Appeals. At these meetings, staff gave updates on the progress of outreach efforts, the number of surveys received by the time of the meeting, and an overview of the feedback that had been gathered, and presented draft plan documents such as the Existing Conditions Report to the various Boards and Commissions and the Council.

MEDIA

Along with attending meetings and events, MCRPC took advantage of local media to help spread the word about the Comprehensive Plan and community survey. Over the course of the public outreach phase, MCRPC's executive director gave four radio interviews on local stations (two on WGLT, one on WJBC, and one on WBNQ) to give

insight into the comprehensive plan, providing information on why the public should be involved and how they could provide their input. Local newspapers and blogs also covered the public outreach process. An article and editorial piece in The Pantagraph and an article in the McLean County News Bulletin helped increase the outreach process's public visibility.

HISPANIC OUTREACH

For this plan, a special effort was made to reach the Hispanic community. The community survey and "10 Reasons to get involved" poster were both translated to Spanish. The web portal a Spanish-language section with information about the City's planning process, reasons to get involved and a link to the survey in Spanish. During the month of September, Hispanic Heritage Month, El Porton, La Carniceria, and Lupita's hosted three outreach events where volunteers transcribed and translated Spanish-language surveys. More than 100 residents participated in Hispanic outreach activities throughout this process.

I WANT IN BLOOMINGTON....

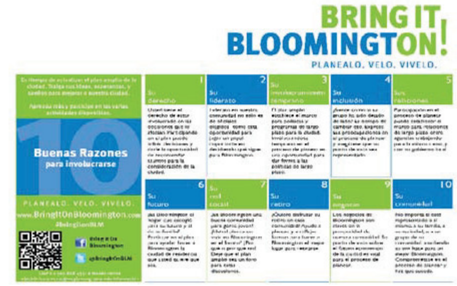
One of the many ways in which people could give their opinions without filling out a survey was to fill out a sign or sticker that had the phrase "I want... in Bloomington" with a thought bubble for people to write in their suggestion. People submitted a wide variety of things they wanted, including particular restaurants and shops, more parks, better bike access, and improved interactions between police and residents, among other things.

The signs and stickers were obviously incapable of capturing as much information as the surveys, but they had the advantages of being more visually appealing and taking less time to fill out. As such, they were an excellent way to attract attention and quickly capture feedback at community meetings and events. Stickers were posted on a whiteboard display at the Farmers' Market and outside the Bloomington Parks and Recreation Department. The signs, meanwhile, turned out to be very photogenic, as several participants agreed to have their photos taken while holding their signs up for the camera.

WHO RESPONDED

The total number of responses to the survey was 2,076. A majority of responses, 1,517, were completed electronically using a survey link in an email, on the website, or on Facebook. Despite the number of surveys sent through the water bill (over 25,000), this method of distribution only brought in 294 surveys. Neighborhood meetings and events brought in 182 surveys. The remaining 83 surveys were gathered from drop boxes on Connect Transit buses and at local businesses.

Along with the four open ended questions, the survey asked 10 demographic questions to give a better picture of who was responding to the survey. We made a concert-



ed effort to reach as many different people as possible. This was especially important in regards to the information gathered about age, geographic area and homeownership.

The first demographic question, "How long have you lived in Bloomington?" received 2,008 responses, with 68 people choosing not to answer. Responses to this question were distributed fairly evenly among those who have lived in Bloomington between six and 15 years and 25 years+. Those who have lived Bloomington for 1-5 years were a small minority of the comments, perhaps because they have enough time to develop strong opinions about the community and think about its future in a long-term sense.

The second, third, and fourth demographic questions asked for information regarding age, gender, and race/ethnicity. In regards to age of respondents, 2,011 people answered with 65 people skipping the question. The vast majority of respondents who provided their age were at least 25, with the largest number of responses coming from those in the 35-44 and 45-54 age brackets. The 18-24 and 17 and under demographics were the lowest represented demographics among respondents to the survey. Realizing that this was going to be an issue, MCRPC staff worked closely with the local universities and high schools to encourage younger members of the community to take an active part. The participation rate improved in September and October once the schools and colleges opened.

The question regarding gender received 1,918 responses, with 158 people not responding. More than half of the respondents to this question were women (63%) while 37% were men.

Of the 1,901 people who responded to the race and ethnicity question, 88.8% identified themselves as Caucasian. The other available responses (aside from "other") were "African-American" (5.7%), "Hispanic/Latino (2.7%)," "Asian (1.9%)," and "Native American (0.8%)." Given the demographic makeup of the City of Bloomington, it was anticipated that the majority of respondents would be Caucasian. In order to gain a more representative sample of the community, staff made efforts to reach out to all segments of the community, including targeted outreach to the Hispanic Community.

There were 1,956 responses to the education attainment question, with 120 people choosing not to answer the question. Of respondents who completed this question, 65% had a Bachelor's Degree or higher, with another 20% indicating that they had completed some college. Only 3.9% of those who responded to the question stated that they did not have a high school diploma or GED. Given the high education levels of the community, this was expected.

Question 6 asked if the respondent spoke a language other than English. The majority of respondents (1,589) chose to skip this question. The remaining respondents (487) had a wide variety of languages spoken (see word Cloud). Many of those

2,076

Total # Survey Respondents

Question 1

What do you value the most in Bloomington and why?

1,942

Answered the question with **134** opting not to answer

Question 2

What is one thing you would change in Bloomington today to make it a better community?

1,969

Answered the question with **107** opting not to answer

who responded stated they spoke "none" or "only English". Among those who did write down a foreign language, the top three responses were Spanish, French, and German. A small percentage of the respondents stated that they speak at least two different languages, with some listing as many as four languages spoken.

Demographic questions seven, eight, and nine requested information about the household. Household income was asked in question seven, with 1,902 people responding and 174 people skipping the question. Over half of respondents identified that their household income is $60,000 per year or more with 32% indicating a household income of $100,000+ annually. The income data gathered from this question is representative of the income levels within the City.

Question 8 was about home ownership. This question received 1,959 responses with 117 people choosing to skip the questions. 80% of those who responded to this question stated that they own their homes, while 20% responded that they rent. While there are more homeowners than renters in the city of Bloomington, the City still has a higher rate of renters (nearly 40%) than were represented in this survey. Efforts to reach a more representative sample by contacting renters and landlords did appear to affect the response rate.

Question 9 was about the number of people in the household. The total number of responses received was 1,983 with 93 people skipping the question. Over half of responses stated that 1-2 people lived in their household (54.97%). Coming close to equaling those responses were people responded by stating they had 3-5 people in their household (41%). Only 4.03% of respondents indicated that there were more than 5 people living in their household.

The final question asked in the survey was for the respondent to provide their address or the city ward in which they lived. Where a street address was given (some in various degrees of incompleteness), staff attempted to match the address to the corresponding city ward, both for ease of analysis and to protect the respondent's privacy. This question received 1,601 responses, with 474 people opting to not answer the question.

Nearly 87% of non-blank responses fell into a city ward; however a small percentage, 13%, did not have a specific ward to which the response could be matched. Depending on the information provided, these responses were categorized as either "Bloomington (5.62%)", "Normal (4.75%)", "Outside of Bloomington (2.12%)", or "Other (0.62%)". The ward with the most responses was Ward 4 (18.03%) with the second highest number of responses coming from Ward 8 (12.93%). The ward with the fewest responses was Ward 7 (6.12%). In order from most to least responses, the other wards were ranked as follows: Ward 1 (9.81%), Ward 9 (9.62%), Ward 6 (8.74%), Ward 3 (7.31%), Ward 2 (7.25%), and Ward 5 (6.81%).

Question 3

Imagine, in 20 years, all your hopes and dreams for your ideal city have been realized. What does Bloomington look like then?

1,864

Answered the question with **212** opting not to answer

Question 4

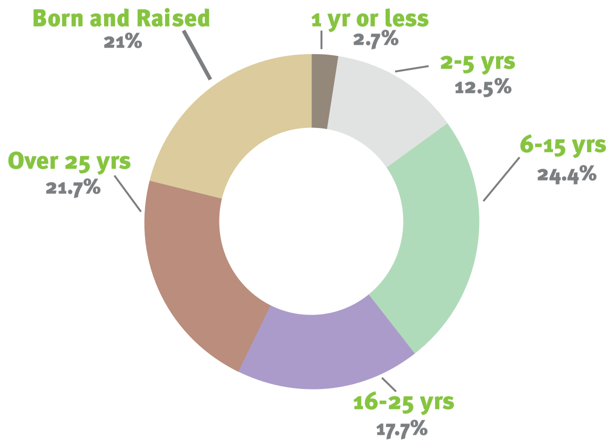
As you imagine Bloomington the way you just described, what should we do to get there?

1,798

Answered the question with **278** opting not to answer

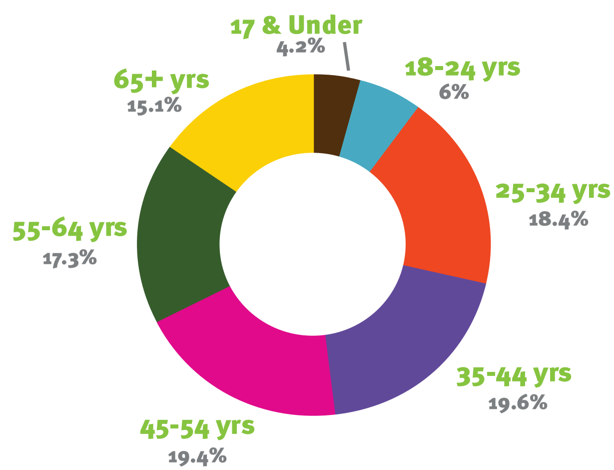
1. How long have you lived in Bloomington?

total responses=2,008 skipped=68



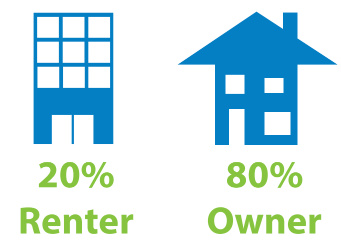
2. Your age?

total responses=2,011 skipped=65



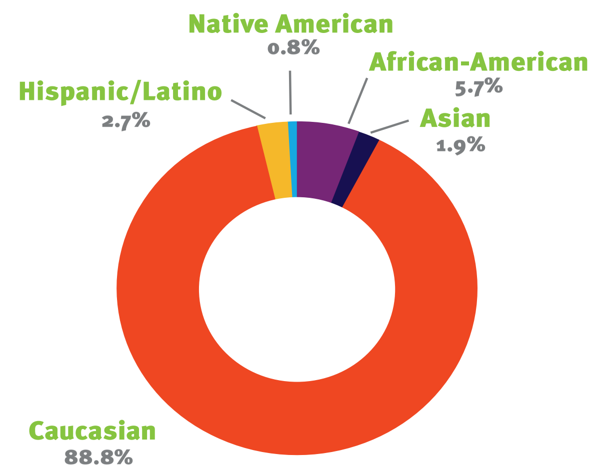
8. Home Ownership?

total responses=1,959 skipped=117



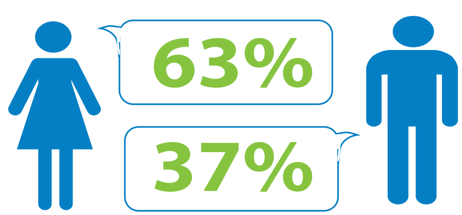
3. Race/Ethnicity?

total responses=1,901 skipped=175



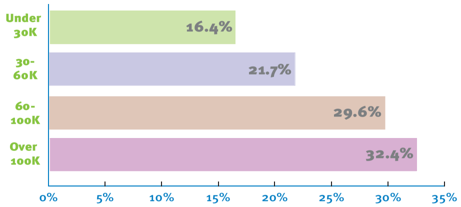
4. Gender?

total responses=1,918 skipped=158



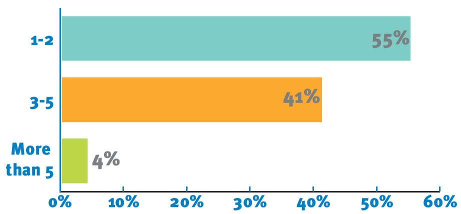
7. Household Income?

total responses=1,902 skipped=174



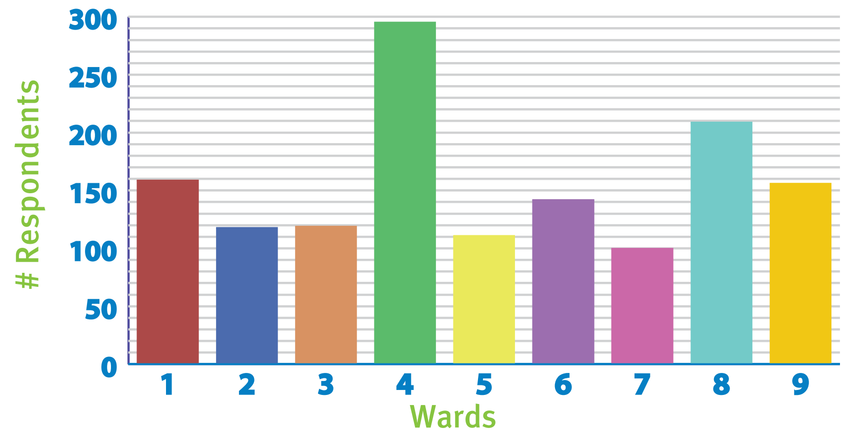
9. Number of people in the household?

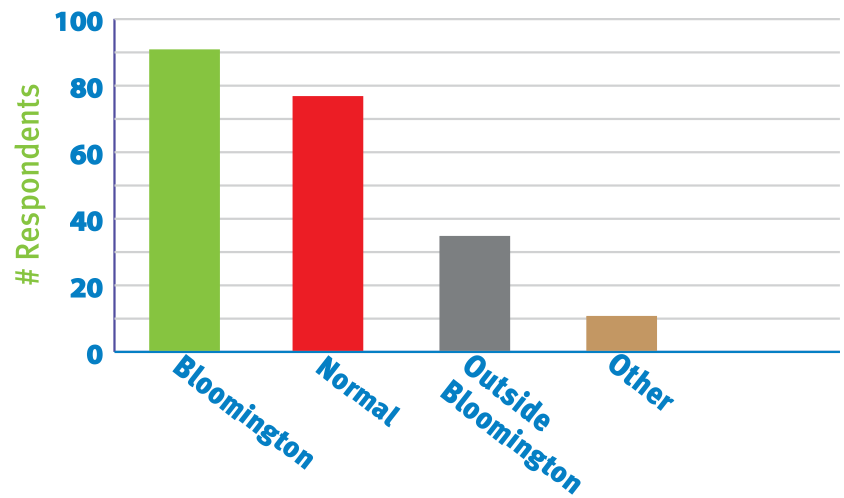
total responses=1,983 skipped=93



10. Please provide your address or city ward?

total responses=1,636 skipped=440



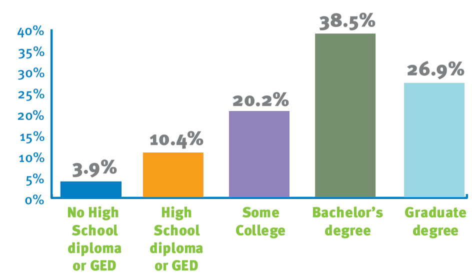


6. Language spoken other than English?

total responses=487 skipped=1,589

5. Educational Attainment?

total responses=1,956 skipped=120



McLEAN COUNTY REGIONAL PLANNING COMMISSION & STAFF

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County of McLean

Mary Jefferson, Vice Chairman
Town of Normal

Michael Buragas
City of Bloomington

Mary Kramp
City of Bloomington

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William Jackson
G.I.S. Coordinator

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Office Manager

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(309) 828-4331
MCRPC@mcplan.org

http://www.mcplan.org

McLean County Regional Planning Commission

@McLeanCountyRPC

FOR COUNCIL: January 26, 2015

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 $4,409,386.34, (Payroll total $2,205,556.05, Accounts Payable total $2,066,809.30, and PCard total $137,020.99).

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 Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

CITY OF BLOOMINGTON FINANCE REPORT

Council of January 26, 2015

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
1/16/2015	$ 239,296.49	$ 82,038.51	$ 321,335.00
1/22/2015	$ 1,258,621.90	$ 332,431.99	$ 1,591,053.89
1/23/2015	$ 216,785.67	$ 76,381.49	$ 293,167.16
Off Cycle Adjustments			-
		PAYROLL GRAND TOTAL	**$ 2,205,556.05**

ACCOUNTS PAYABLE

Date	Bank	Total
1/26/2015	AP General	$ 1,907,583.85
	AP BCPA	
1/12/2015	AP Comm Devel	$ 8,006.46
	AP IHDA	
1/12/2015	AP Library	$ 124,480.18
	AP MFT	$ 8,274.56
01/14/2015-01/21/2015	Off Cycle Check Runs	$ 18,464.25
	AP GRAND TOTAL	**$ 2,066,809.30**

PCARD

12/02/2014-01/02/2015	$ 137,020.99
PCARD GRAND TOTAL	

WIRES

Date	Total
	$ -
WIRE GRAND TOTAL	

TOTAL	**$ 4,409,386.34**

Respectfully,

Patti-Lynn Silva
Director of Finance

CITY OF Bloomington ILLINOIS

ADDENDUM II

BLOOMINGTON CITY COUNCIL AGENDA

JANUARY 26, 2015

CORRECTION TO CONSENT AGENDA

Item 7G. Government Center: Operation & Maintenance Costs / Attachment No. 13.

BACKGROUND: On November 20, 2001, the Public Building Commission ("Commission"), McLean County ("County") and the City of Bloomington ("City") entered into a lease for the Government Center that included a maintenance and operation agreement. Pursuant to the agreement, every year the costs of maintenance of the Government Center are proposed and then split equally between the County and the City. For the period between January 1, 2015, and ending December 31, 2015, the total cost is $765,314. Again, this is split equally, so the City's share of the expenses is ~~$381,657~~, ***$382,657***. The amount is paid to the Commission on a semi-annual basis, specifically by June 30th and September 30th each year. A copy of the Budget Worksheet Report provided by the County outlining the detailed expenses is attached. The historic costs are as follows:

ADDITION TO CONSENT AGENDA

Item 7G. Government Center: Operation & Maintenance Costs / Attachment No. 13.

FINANCIAL IMPACT: *This expense is included in the City's FY 2016 Proposed Budget under Government Center Repair/Maintenance Building (10015485-070510).*