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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, January 26, 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, Judy Stearns, Scott Black, Joni Painter, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

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.

Mayor Renner noted that eight (8) Comment Cards were received. He requested a motion to suspend the rules to allow more than five (5) individuals to speak. He noted that the three (3) minutes limit would be maintained.

Motion by Alderman Schmidt, seconded by Alderman Stearns to suspend the rules to allow more than five (5) individuals to speak.

Motion carried, (viva voce).

Dale Naffzinger, 1610 S. Main St., addressed the Council. He had attended the Citizens Summit (CS) on January 20, 2015. He questioned the budget deficit in relationship to the Local Motor Fuel Tax and Amusement Tax. He believed Pensions required review. The City was here to provide for the Community. He believed citizens were taking care of the City. Citizens want the needs addressed prior to wants.

Josh Scmidgall, 2212 Beacon Ct., addressed the Council. He believed the City was weak and lost.

Sue Feldkamp, 1401 Wright St., addressed the Council. She thanked Mayor Renner for the invitation to the CS. She believed there was positive dialogue. She questioned

feasibility studies. She noted that actions were not taken on same. She requested more summits. She believed the citizens should make City decisions.

Bruce Meeks, addressed the Council. He had submitted a proposed open government data ordinance. Feedback had not been received. He requested a line by line budget detail at the City Manager's February 23, 2015 Budget presentation.

Alton Franklin, 508 Patterson Dr., addressed the Council. He attended the CS. He believed Council was not hearing citizens. Great ideas required action. He believed generating revenue equaled increased taxes. Council was not taking action, cuts were required.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He attended the CS. He noted that the 2015 Citizen Priority Survey was provided at same. He read from page nine (9), *Q2 The City of Bloomington has adopted six (6) broad strategic goals.* He cited the rankings. He requested Council keep same in mind as the budget was prepared. He noted that Patti Lynn Silva, Finance Director, had provided a handout at the CS. Street improvements would be funded from the Local Motor Fuel Tax. No funds were spent for street improvements. Operating expenses borrowed could lead to disaster.

Brexton Isaacs, 506 E. Empire St., addressed the Council. He thanked Mayor Renner for his comments reference racist remarks made by a Police Patrol Officer. He believed such comments were unacceptable. He believed elected officials' had the responsibility to unite the Community.

Cecelia Tuchart, P.O. Box 2, addressed the Council. She cited concern with Morton Community Bank safety deposit box practices. While she was in the hospital her safety deposit box was opened by same.

Mayor Renner noted that Council does not usually respond to Public Comment. He requested Ms. Tuchart meet with him after tonight's meeting.

The following was presented:

State of the City Address by Mayor Tari Renner.

Mayor Renner addressed the Council. He noted that www.nerdwallet.com ranked Bloomington as the one of the top ten (10) growth economies. CNN Money indicated Bloomington as one of the best small Metro areas to live. He noted another designation; one (1) of the ten (10) best Metro areas for working retirement and singles. He cited the following community amenities: fastest growing community; great workforce; highest education; low crime rate; high speed rail; multi entertainment and strategic location.

He believed with the challenges, progress had been made. He thanked Staff and Council for their team effort. The year consisted with openness, transparency and transition. New Staff brought new ideas and energy.

He noted awards received: Transparency from the Illinois Policy Institute Transparency; Pension Funding Policy State wide and Financial Management from the International City Managers Association on Financial Management.

He noted FY 15 budget challenges: snow removal, Pepsi Ice Parking Deck, and Coliseum HVAC system.

He attended the US Conference of Mayors held in Washington D.C. He noted Bloomington was virtually the only city conducting Mayoral Open House, Town Hall Meetings, Citizens Academy and Citizens Summits.

He believed cultural change would improve city service efficiencies and effectiveness. Department Managers would be evaluated and/or hired based on their responsiveness to citizens. He believed employee moral had improved.

He noted that there were tough upcoming Budget choices. The City had been doing more with less for six (6) years. He believed local government make things happen. There were unfunded mandates. Citizens understand what they are paying for at the local government level. Police, Fire, 911 Center Public Works, Water Economic Development and Parks Recreation & Cultural Arts were core services. He requested creative ideas.

Growing the local economy would assist the community. He believed same was a core function. There were concerns with Strip malls and Malls nationwide. In the twenty – first (21st) century the focus was on Downtowns and historic neighborhoods. He believed without revitalization of the Downtown (DT), Bloomington would not grow economically. There were many DT assets. He cited the Route 66 Visitor Center as an example. He believed same was strategic for the macro economy. He noted the possible southeast library expansion. There was private/public interest to join in same. There was renewed private interest in locating a hotel adjacent to the Coliseum. He believed same would add to the performance schedule. Investments were needed to make progress.

He believed there was a lot to build on. Progress had been made by working together and understanding each other. Continued teamwork brings endless possibilities.

The following was presented:

Proclamation Declaring February 2015 Therapeutic Recreation Month, presented to Barb Wells, Parks, Recreation Supervisor, and Nicole Kohler, SOAR Manager, Recreation and Cultural Arts.

The following was presented:

Connect Transit Presentation by Andrew Johnson, Connect Transit General Manager.

Mayor Renner, introduced Andrew Johnson, General Manager for Connect Transit (CT). Mr. Johnson, CT General Manager, addressed the Council. He stated that 2014 had

been a great year. He cited the following examples; twenty –five percent (25%) ridership increase in 2014, forty percent (40%) increase in the last three (3) years and continued investments in outreach and technology. He noted in 2011 there were 1.8 million trips, 2014 there were 2.6 million trips. 2015 trips were anticipated to reach three (3) million.

The bus shelter and stop study/survey was complete. Community outreach would begin. There would be a move from flag stops to fixed stops. The belief was these were reliable and safer. An Open House would be held on January 29, 2015 from 4:40 – 6:00 in the City Hall Council Chambers.

He noted CT was leading a multi - state joint procurement for buses. Thirty (30) buses would be received over the next five (5) years. The joint procurement was with twenty – eight agencies from seven (7) states. The procurement allowed for better pricing and faster delivery time. Connect Transit received a $2 million grant from Federal Latters of Opportunity. This would assist with payment for same.

Buses would begin generating revenue by offering advertising on the side and rear. Soon there would be a wrapped bus.

He noted that outreach included state and local elected officials. A member of Congress had ridden the buses.

He cited the following upcoming projects: installation of new shelters and stops; five to ten (5 – 10) new buses and improvement of transfer stations, including design work for Front St. A Comprehensive Cost Analysis (CCA) would be conducted spring 2015. The consultant would review operational processes. He believed results would provide: efficient and effective routing, bus frequency, greater span of service and possibly seven (7) day a week service.

Creative funding was required to obtain goals. He cited appreciation with the City funding assistance. It had been years since the federal government passed a surface transportation bill. He did not believe same would change. Federal and State government provide eight – five percent (85%) operational funding. Local funding was the key. He believed increased ridership and public input provided demand. Work would continue to look for nontax revenue.

Alderman Fruin questioned the current budget. Mr. Johnson stated the budget was a little under the projected. He noted diesel was locked in a low rate.

Alderman Sage thanked Mr. Johnson for the update. He noted that Connect Transit was operating similar to a business. Mr. Johnson acknowledged the Transit Board and staff for their teamwork.

Alderman Lower questioned preemptive signaling. He noted that the City of Champaign working with the Fire Department received a grant to have GPS & GIS

installed on the buses. Mr. Johnson stated there had been informal discussions on same. The CCA would address same.

Alderman Black thanked Mr. Johnson for the presentation. He had ridden the bus. He noted that drivers were equipped with IPad's and an App was available to track buses.

The following was presented:

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

Mayor Renner introduced Vasudha Pinnamaraju, Mclena County Regional Planning Commission Director. Ms. Pinnamaraju, addressed the Council. Phase II Comprehensive Plan was complete. The Bring It On Bloomington! Survey had 2000 respondents from diverse backgrounds.

Ms. Pinnamaraju reviewed the four (4) core survey questions. She explained the organization of responses. There were 8000 individual responses. She believed feedback was positive and same reflected the community.

She reviewed the Core Value responses on page eight and nine (8 & 9). Seven (7) Core Values were identified: 1.) small town feel with big City amenities; 2.) stable economy; 3.) good education system; 4.) dynamic neighborhoods; 5.) solid infrastructure; 6.) healthy community; and 7.) effective government. She noted that respondents in Ward 6 & 7 believe they were unsafe. Big city amenities were reflected in the educational choices and the variety of entertainment options.

Alderman Streans left the dais at 7:55 p.m.

Respondents believed that Bloomington provided a stable economy due to the highly educated white collar workforce and range of good paying employment opportunities.

The education system offered quality schooling in the public and private sector. Ms. Pinnamaraju noted that funding changes for public schools was a concern. There were requests for increasing educational opportunities for low income youth.

There was support for neighborhood revitalization and preservation especially surrounding the Downtown (DT). There was belief that the DT was the center of history, government and law. The DT would be a good mixed use neighborhood. There were requests to dissolve the east west divide.

Respondents cited value with parks, trails, streets and community facilities. They acknowledged aging infrastructure.

Alderman Stearns returned at 8:01 p.m.

Trails, parks and other recreational options were recognized as part of a healthy community. There was appreciation for locally grown food and farmers' markets. There were requests for safe walking/biking trail and the use of multi modal transportation. There was concern with the preserving the natural environment.

Respondents requested thrifty stewardship of City resources. Citizens requested consideration of issues raised before actions were taken. They valued the city staff's work.

Ms. Pinnamaraju read the Unified Community Vision. She noted that proposed alternative perspectives were provided in the plan. The belief was to limit the role of government.

Ms. Pinnamaraju believed challenges were uniting and integrating the DT core, established neighborhood and future developments, and enduring future economic stability. The example she provided was Veterans Parkway dividing the city.

The next steps were to present the plan to the Planning Commission June 2015 for approval. Same would be recommended for Council approval July 2015.

David Hales, City Manager, addressed the Council. He thanked Ms. Pinnamaraju and staff for their work on the project. He believed the results were key to future planning.

Alderman Fruin questioned other community participation. Ms. Pinnamaraju cited an intergovernmental agreement with Bloomington Housing Authority, the Town of Normal, District 87 and Unit 5.

Alderman Mwilambwe believed the survey presented was positive. It was a nice contrast during budget preparation. Ms. Pinnamaraju acknowledged positive comments.

The following was presented:

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

Motion by Alderman Painter, seconded by Alderman Stearns 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 by Alderman Painter, seconded by Alderman Stearns 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, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Motion by Alderman Painter, seconded by Alderman Stearns 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, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

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

RESOLUTION NO. 2015 - 2

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 27th day of January, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert

Motion by Alderman Painter, seconded by Alderman Stearns 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

RESOLUTION NO. 2015 - 3

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 27th day of January, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Stearns 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Painter, seconded by Alderman Stearns that the Agreement with Police Benevolent Labor Committee Telecommunicators be ratified, 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, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

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

EVERGREEN MEMORIAL CEMETERY
INTERGOVERNMENTAL AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Bloomington, Illinois, A Municipal Corporation	Evergreen Memorial Cemetery Board of Trustees
By:Tari Renner, Mayor	By:_____ Eugene C. Lorch, BOT President

Motion by Alderman Painter, seconded by Alderman Stearns that the Intergovernmental Agreement with Evergreen Memorial Cemetery 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, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

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

ORDINANCE NO. 2015 - 5

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

WHEREAS, 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, 2015.

APPROVED this 27th day of January, 2015.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Stearns 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, Black, Stearns and Fruin.

Nays: None.

Motion carried.

The following was presented:

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

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:

The East ½ of the following described premises: A 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 1554.65 feet East of the Southwest corner of Nafziger's Subdivision of a part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, thence North 120 feet, thence Southeasterly along the North line of the Illinois Traction Railroad's old line 224.5 feet, thence South to the South line of said Nafziger's Subdivision, thence West along the South line of said Nafziger's Subdivision to the Place of Beginning, situated in McLean County, Illinois.

PIN# 21-06-176-007 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.

ATTEST: CITY OF BLOOMINGTON

Tracey Covert, City Clerk Mayor Tari Renner

Motion by Alderman Painter, seconded by Alderman Stearns 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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 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:

The West 117 feet of the following described premises: The East 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# 21-06-176-008 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.

ATTEST: CITY OF BLOOMINGTON

Tracey Covert
City Clerk

Tari Renner
Mayor

Motion by Alderman Painter, seconded by Alderman 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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.

ATTEST: CITY OF BLOOMINGTON

Tracey Covert
City Clerk

Tari Renner
Mayor

Motion by Alderman Painter, seconded by Alderman Stearns 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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.

ATTEST: CITY OF BLOOMINGTON

Tracey Covet
City Clerk

Tari Renner
Mayor

Motion by Alderman Painter, seconded by Alderman Stearns 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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 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.

ATTEST: CITY OF BLOOMINGTON

Tracey Covert
City Clerk

Tari Renner
Mayor

Motion by Alderman Painter, seconded by Alderman Stearns 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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 $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:

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.
FINANCIAL IMPACT: This expense is included in the City's FY 2016 Proposed Budget under Government Center Repair/Maintenance Building (10015485-070510

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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
ATTEST: Tracey Cover, City Clerk, City of Bloomington, Illinois	APPROVED: Tari Renner, Mayor City of Bloomington, Illinois Executed:

Alderman Schmidt cited concern with personnel costs. There was no oversight for custodian or maintenance overtime. She requested a conversation with the Public Building Commission prior to the next renewal.

David Hales, City Manager, addressed the Council. He stated the County Administrator facilitates the contract. They have the responsibility to maintain the building. He reminded Council that the City manages/responsibility for the Abraham Lincoln Parking Deck.

Aldermen Lower, Sage and Black echoed Alderman Schmidt's comments.

Alderman Lower questioned better building management. He believed the building had vacant spaces. The County and City should reevaluate the unused space.

Alderman Black believed it was inefficient to maintain City Hall and the Government Center buildings. Long term planning was needed. His vision was to have a building for City Hall which contained the Library, and plenty of office/meeting space.

Motion by Alderman Schmidt, seconded by Alderman Black 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.

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

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

Nays: None.

Motion carried.

The following was presented:

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

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

Nays: None.

Motion carried.

The following was presented:

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

David Hales, City Manager, addressed the Council. He noted that the Ordinance was the same from the December 8, 2014 Work Session Presentation.

Alderman Black noted that the proposed ordinance was in line with other city Ordinances. He reminded Council that Aldermen were policy makers. He believed same provided staff flexibility

Alderman Lower stated he had spoken with Brett Lueschen, Interim Water Director and Chief Brian Mohr, Fire Department. They had explained the ordinance was a better way to handle the day to day operations. He agreed with same. He believed that amounts should remain the same. It was a matter of oversight.

Alderman Stearns cited concerns with accountability, change orders, waive bids. She believed Council was accountable to constituents' on same. $25,000 was a lot of money. The current ordinance provided Council with an opportunity to review. She heard at the Citizens Summit, held on January 20, 2015 to look at the details, analyze, and provide oversight.

Motion by Alderman Stearns, seconded by Alderman Lower that the City Manager's authority to procure, on the open market, commodities, and supplies and services, and construction, repair and maintenance projects, costing not more than Thirty Thousand Dollars ($30,000.00) per individual purchase, contract and/or procurement.

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

Ayes: Aldermen Stearns and Lower.

Nays: Aldermen Sage, Mwilambwe, Painter, Schmidt, Black, Hauman and Fruin.

Motion failed.

Motion by Alderman Black, seconded by Alderman Sage that the Text Amendment be approved and the Ordinance passed.

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

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

Nays: Aldermen Lower and Stearns.

Motion carried.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He noted that staff had begun the Sanitary Sewer/Storm Water Rate Study process. He requested establishing an Advisory Committee.

He expressed appreciation with Alderman Painter's assistance on the Tucci Agreement. There were areas in the city which did not have sanitary sewer or water lines. He believed a procedure policy and/or ordinance would promote infill. It would address recapture costs.

He noted that the Police Department had conducted Diversity training. He requested that Nicole Albertson, Human Resources Director, look at the city wide training. He was working, with staff, on an action plan to address workplace diversity.

He noted that there was some renewed interest in the Colonial Plaza.

He thanked Council for their support with the Citizens Summit, held on January 20, 2015. He believed there was great input.

He thanked Brendan Heffner, Police Chief, for his participation with the Breaking Barriers Community Forum.

MAYOR'S DISCUSSION: Mayor Renner thanked Aldermen Schmidt and Sage for their work on the Citizens Summit (CS). He thanked Alderman Black for attending the Mayoral Open House on Friday, January 23, 2015.

He had attended the US Conference of Mayors in Washington, D.C. last week. Approximately 250 Mayors attended same. There was interaction with Cabinet Secretary's. He noted that the Market Place Fairness Act could be passed soon. The Act guarantees that Amazon and EBay pay sales tax. He believed same would have a financial impact on the budget. He cited Mayoral nationwide concerns: crime, infrastructure, and at risk youth.

He noted that Carmike Palace Cinema 10 soft opening was scheduled for February 6, 2015. He reminded Council that the theater was the former Palace Theater. Seating had been reduced from 1800 to 600. It would have a small Sports Bar and the dinner theater.

ALDERMEN'S DISCUSSION: Alderman Fruin noted the renewed interest and optimism with the potential redevelopment of store fronts.

He expressed thanks to the Mayor for informing a citizen, during Public Comment, that they could speak to a Mayor, Alderman or Department Head after the Council meeting.

Mayor Renner stated that it was important to acknowledge the public when they want to solve a problem. He encouraged attendance at the Mayoral Open House. He believed same provided an opportunity to possibly solve a problem on the spot. Alderman Fruin expressed concern with using Public Comment for commercial and/or campaign proposes.

He expressed thanks to the Mayor for the State of the City Address. He believed same was a balance of challenges' and successes.

He expressed concern with Conflict of Interest. He questioned addressing same and follow through. Mayor Renner stated that he had spoken with Jason Chamber, McLean County State's Attorney. He suggested that this topic possibly be placed on a Committee of the Whole agenda.

Alderman Hauman thanked staff for their participation with the CS. She had heard positive comments. She believed it was a give and take. She would like CS at least twice a year.

Alderman Black reminded Council of the Open House with Aldermen Sage, Schmidt and himself on January 27, 2015 at Miller Park Pavilion from 6:00 to 8:00 p.m.

Alderman Stearns explained her reasoning behind not signing the Not In Our Town pledge. She shared the dislike of hate. She believed it was never ok to hate. She questioned stopping hate. She believed same was not just about racism. She questioned the treatment of the mentally ill.

She noted comments made by a Bloomington Police Officer were made known due to a trial. She questioned why not before same. She believed there could have been a better opportunity for discipline.

Alderman Mwilambwe expressed appreciation for citizen's who attended the CS. He believed comments received assisted the city with moving forward and provided opportunity towards improvement.

Alderman Lower expressed thanks to Alderman Schmidt and those who attended the Breaking Barriers Forum held on January 22, 2015. He believed there was a healing process.

He noted that he would be conducting an Open House on February 2, 2015 at the Lafayette Club from 6:30 to 8:30 p.m.

Motion by Alderman Hauman, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 9:14 p.m.

Motion carried.

Renee Gooderham
Chief Deputy Clerk