

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, OCTOBER 13, 2014, 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Oath of Pedro Diaz; John Fermon; Bryce Janseen; Tyrel Klein and Caleb Zimmerson, Entry Level Police Patrol Officers.**
 - B. Proclamations Declaring October 2014 as Community Planning Month and Proclamation Declaring November 2014 as Bloomington Board of Election Commissioners Month.**
- 7. “Consent Agenda”**

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #9.

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

 - A. Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 be dispensed with and the minutes approved as printed.)**

- B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
- C. Rejection of Bids for Mold Remediation at the Police Department's Training Facility. (Recommend that the bids for the Mold Remediation project be rejected, and the project be rebid.)**
- D. Rejection of Bids for Gasoline and Diesel Fuel for City vehicles and equipment. (Recommend that the bids for Gasoline and Diesel Fuel be rejected, and the bid be reissued.)**
- E. Change Order #1 for the 2013 Street and Alley Repair Contract. (Recommend that Change Order #1 to the 2013 Street and Alley Repair Contract, with Rowe Construction Co. be approved, in the net amount of \$36, 067.82, and the Resolution adopted.)**
- F. Sale of CDBG Owned Property - 1203 N. Clinton Blvd. to Rev. Jennifer Edwards Bertrand. (Recommend that the sale of 1203 N. Clinton Blvd. to Rev. Jennifer Edwards Bertrand in the amount of \$24,501 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- G. Intergovernmental Agreement with District 87 for Providing Salt for 2014/2015 Winter Season at a cost of \$58.34 per ton. (Recommend that the Agreement with District 87 for providing salt be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- H. Request to Retain Farnsworth Group for the Design of Relocating two (2) Twenty-four Inch (24") Water Transmission Mains at Main St. Bridge in the Town of Normal and a Study of Lining the Cast Iron Twenty-four Inch (24") Transmission Main. (Recommend that the Agreement with Farnsworth Group for the design to relocate the two (2) twenty-four inch (24") Water Transmission Mains at Main St. Bridge crossing and a study of lining the cast iron twenty-four inch (24") transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Application of Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week. (Recommend that a GPBS liquor license for Pilot Travel Centers LLC d/b/a Pilot Travel Center #299, located at 15222 W. Market St., be created contingent upon compliance with all applicable health and safety codes with the following condition : 1.) the Emergency Contract Sheet be amended to include an individual who resides in McLean County.)**

- J. Application of A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. (Recommend that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., be created contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City.)
- K. Lake Bloomington Lease Transfer Petition for Lot 11, Block 0 of Camp Peoria Point, from Herman Schoening III and Fred Schoening to Douglas Biever and Julia Baller-Biever. (Recommend that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)
- L. Text Amendment to Chapter 44. Zoning, Section 44.6. Table of Authorized Principal Uses in Each Zoning District and Section 44.13. Administration and Enforcement, E. Board of Zoning Appeals and 3. Meetings, Hearing, Procedures and Rules. (Recommend that the Text Amendment be approved and the Ordinance passed.)
- M. Second Tolling Agreement with McLean County Land Trust CC- 1. (Recommend that the Second Tolling Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)
- N. Petition submitted by McLean County Land Trust FSB 1200, (d/b/a Towanda Plaza Corp.) requesting Approval to Rezone from C – 3, Community Regional Shopping District to R – 3A, Multiple Family Residence District for 1234, 1236, 1238 E. Empire. (Recommend that the Rezoning be approved and the Ordinance passed.)

8. “Regular Agenda”

- A. Presentation Regarding Illinois Department of Transportation, (IDOT), Proposed FY 2015 – 2020 Multi Modal Transportation Plan for the Bloomington Normal Area Projects and IDOT's Request for Public Input into the Development of its Upcoming Multiyear Program: Jim Karch, Director of Public Works. *(Time 40 minutes: Presentation 20 minutes/Q & A 20 minutes)*

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session - cite section

13. Adjournment

14. Notes



FOR COUNCIL: October 13, 2014

SUBJECT: Proclamation of Declaring October 2014 to be Community Planning Month and Declaring November 2014 to be Bloomington Board of Election Commissioners Month

RECOMMENDATION: That the proclamations be made a matter of record.

BACKGROUND: The following proclamations will be presented:

Declaring October 2014 to be Community Planning Month. Tom Dabareiner, Director of Community Development will be in attendance to accept the proclamation.

Declaring November 2014 to be Bloomington Board of Election Commissioners Month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Proclamations

Motion: That the Proclamations be made a matter of record.

Motion: _____ Seconded by: _____

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

PROCLAMATION

Declaring October 2014 to be Community Planning Month

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and,

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and,

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and,

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and,

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and,

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and,

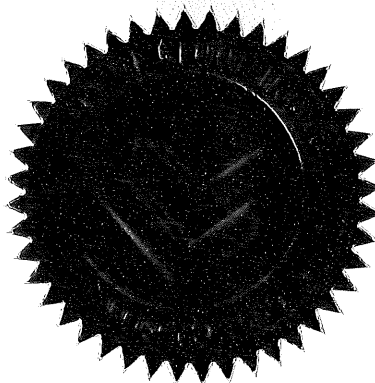
WHEREAS the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bloomington; and,

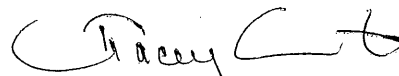
WHEREAS, We recognize the many valuable contributions made by professional community planners of the City of Bloomington and extend our heartfelt thanks for the continued commitment to public service by these professionals,

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim October 2014 as

Community Planning Month


Tari Renner
Mayor




Tracey Covert
City Clerk

PROCLAMATION

Declaring November 2014 to be Bloomington Board of Election Commissioners Month

WHEREAS, on November 3, 1914, the citizens of the City of Bloomington, Illinois, cast their ballots in favor of establishing a Board of Election Commissioners in the City of Bloomington; and,

WHEREAS, on November 18, 1914, the first meeting was held by said Board, naming Charles F. J. Agle (Rep.) Chairman, Ned E. Dolan (Rep.) Vice Chairman, and Edward J. Carroll (Dem.) Secretary; and,

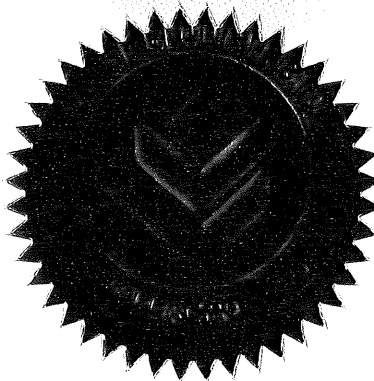
WHEREAS, the Board of Election Commissioners has served the citizens by administering the voter registration records and elections for the City of Bloomington with fairness, accuracy, and in a non-partisan manner since its establishment; and,

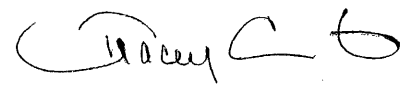
WHEREAS, the citizens of the City of Bloomington recognize and appreciate the service of the Board of Election Commissioners in the democratic process as the foundation of government in our community and nation,

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim November 2014 as

City of Bloomington Board of Election Commissioners Month


Tari Renner
Mayor




Tracey Covert
City Clerk



FOR COUNCIL: October 13 2014

SUBJECT: Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 be dispensed with and the minutes approved as printed.

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

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

BACKGROUND: The Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for September 22, 2014
Attachment 2. Special Session Minutes for September 15, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

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

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

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, September 22, 2014.

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

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

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

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

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

Alton Franklin, 508 Patterson Dr., addressed the Council. He expressed his concern regarding any waiver of the bid process. He did not understand these requests. He believed that the Request for Proposal process was efficient. Tracking backwards was not in the best interest of the citizens.

He congratulated Diana Hauman regarding her appointment as Alderman Ward 8. He noted his investment in time, thought and caring. He cited the number of times he had addressed the Council under Public Comment. He had spoken with Council members one on one. He planned to issue a press release on Thursday, September 25, 2014 to announce his plans to run for Alderman Ward 8. He had never sought political office. He was a person of service. He had served in the military. He was a caring, concerned, engaged citizen. At times, he could be abrasive. He believed his views were measured as his interest was in the growth and progress of the City.

April Huber, 817 E. Wood St., addressed the Council. She was following up on transparency. She stated that on September 12, 2014, Judge Foley dismissed a case involving emails. She noted negative comments. She cited Freedom of Information Act requests regarding Council meetings. It was a criminal felony to block documents. Citizens had incurred costs. She restated her interest in transparency issues.

The following was presented:

SUBJECT: Appointment of Alderman Ward 8

RECOMMENDATION/MOTION: That the Appointment be approved.

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

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

BACKGROUND: I ask your concurrence in the appointment of Diana Desio Hauman, 48 Kenfield Circle, Bloomington, 61704 to the position of Alderman Ward 8. This position will appear on the 2015 municipal election ballot.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor interviewed all applicants.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Mayor Renner introduced this item. He had sought Council feedback. He had also consulted Rob Fazzini, former Alderman Ward 8, as a courtesy. His recommendation to fill the vacancy was Diana Hauman.

Alderman Stearns stated that she would vote in support of this item. This vacancy was extremely important. She noted the future direction of the City. There were varying opinions on the Council. She expressed her support for the electoral process. Resignations were disappointing as the person who was elected was not honoring his/her commitment. Incumbents have the advantage at election time. She read an email that she had written to Mayor Renner on September 10, 2014. Finally, she noted that under the law an appointment by the Mayor took the advice/consent of the Council.

Alderman Lower expressed his support for Alderman Stearn's comments. He had known Alton Franklin for the last six to seven (6 – 7) years. He knew Mr. Franklin both personally and professionally. He was encouraged by Mr. Franklin's civic involvement and looked forward to his future involvement with the Council.

Motion by Alderman Black, seconded by Alderman Fruin that the Appointment be approved.

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

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

Nays: None.

Motion carried.

Tracey Covert, City Clerk, administered the Oath.

The following was presented:

2014 Beautification Awards.

Josh Barnett, Beautification Committee Chair, addressed the Council. The Beautification Committee would be presenting eleven (11) awards. Beautification was an important facet of the community. The Committee received ninety-four (94) nominations. He recognized the Beautification Committee members who were present at this evening's meeting, (six members were present). He thanked them for their service.

Mayor Renner presented the 2014 Beautification Awards to the following recipients: There were seven (7) residential awards. The following individuals were present to receive their award: Marcia Hammerstrand, 16 Fountain Lake Ct.; Kaye Beck, 401 S. McLean St.; Linda and XXXX Kukuk, 610 E. Emerson St.; Delmar & Janice Hardwick, 1005 W. Front St.; Ronald & Mary Anderson, 1311 Seminary St.; Lynda Krouse, 1320 Fell Ave.; and Staci Steiger, 1421 E. Olive St. There were four (4) nonresidential awards. The following individuals were present to receive the award: Kelly & Jamie Mathy for Kelly's Bakery & Café, 113 N. Center St.; Bobby Moews, Superintendent – Parks, for City Hall, 109 E. Olive St.; Glenna Ashley, PNC Bank, 202 E. Washington St.; and Arnie Lizakowski & Brad Secord for Brookridge Homeowners Association, 5 London Ct.

Mayor Renner thanked the Award recipients.

The following was presented:

SUBJECT: Council Proceedings of September 8, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of September 8, 2014 be dispensed with and the minutes approved as printed.

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of September 8, 2014 be dispensed with and the minutes approved as printed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on (September 18, 2014).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request Waiver Formal Bid Process for Water Sample Analysis

RECOMMENDATION/MOTION: Recommend that the formal bid process be waived, the Council authorize payment to PDC Laboratories, Inc., Peoria, IL, in the amount of \$100,000, for various laboratory services for additional water sample analyses; primarily nitrate and nitrate related compounds and the Resolution adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term.

BACKGROUND: The Water Department has chosen to opt out of the IEPA, (IL Environmental Protection Agency), laboratory program due to price, as well as report timeliness and accuracy in adhering to the City's compliance sampling schedule. Additionally, IEPA is not set up to analyze environmental samples that are not part of a regulatory compliance schedule. The Water Department is required to perform coliform tests on eighty (80) distribution system samples per month to ensure the City's water system is safe. Testing is also performed to meet the required microbiological testing for new water main construction. Bacterial tests are routinely run on samples from customers with water quality concerns.

In order to maintain certification, time and effort is required to perform the required quality control/quality assurance testing to demonstrate the City's reported results are valid. The volume of microbiological samples analyzed per month, and the immediate public health consequences in the unlikely event of possible contamination, justify the time and expense of maintaining certification. To maintain compliance with the Safe Drinking Water Act regulations, the water is required to be analyzed by a laboratory certified for analysis of those chemical constituents. The City is approved for certain in-house testing activities that need to be analyzed immediately, like pH, turbidity, alkalinity and hardness. City staff routinely runs those tests.

Due to the time required by the extra processing and the need for additional specialized instrumentation, the Water Department generally has an outside laboratory perform those analyses. The Water Department has a certified laboratory run lake and watershed samples for data consistency and validity, for additional parameters, and due to the sheer number of samples which need to be analyzed from storm runoff events and in times of rapid changes in nitrate concentration in the lakes and streams.

Staff recommends waiving the formal bid process and awarding the water testing services to PDC Laboratory, Peoria, IL, for the following reason: PDC has provided analysis services for the City's regulatory compliance and environmental samples for over a decade. They also provide services that IEPA and other laboratories do not offer: email alerts of results and on-line access to preliminary and final test results. These services help City staff address issues in a timely fashion, allowing the City to maintain compliance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This is budgeted in the Water Purification-Other Professional Services (50100130-70220) account in the FY 2015 Budget. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 142.

Prepared by: Brett Lueschen, Interim Director of Water

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 46

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PAYMENT FOR LABORATORY SERVICES FOR WATER TESTING AT THE WATER TREATMENT PLANT FROM PDC LABORATORIS AT A COST OF \$100,000

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

1. That the bidding process be waived and the Purchasing Agent be authorized to issue a Purchase Order for Laboratory Services for Water Testing at the Water Treatment Plant from PDC Laboratories a cost of \$100,000.

ADOPTED this 22nd day of September, 2014.

APPROVED this 23rd day of September, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

Motion by Alderman Painter, seconded by Alderman Schmidt that the formal bid process be waived, the Council authorize payment to PDC Laboratories, Inc., Peoria, IL, in the amount of \$100,000 for various laboratory services for additional water sample analysis; primarily nitrate and nitrate related compounds and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waive Formal Bid Process and Authorize the Purchase of Water Main Supplies to Construct a new Water Main on MacArthur Ave. between Livingston and Morris Ave.

RECOMMENDATION/MOTION: Recommend that the formal bid process be waived, the purchase of water main supplies from Water Products Company, Bloomington, IL be approved, in the amount of \$17,584, to construct a new water main on MacArthur Ave. and the Resolution adopted.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner and Objective 2. Quality water for the long term.

BACKGROUND: The City's Public Works Department is performing road work and sewer improvements on MacArthur Ave. City staff believe that this is a perfect opportunity to replace a poorly conditioned water main in conjunction with the sewer replacement. Public Works is waiting to proceed on resurfacing the pavement until the Water Department completes the new replacement water main, due to an unavoidable delay in design engineering.

The City's Water Department Distribution Division will construct the new water main. The project consists of two (2) City blocks and the timeline on the water main work will be two (2) weeks. City staff estimates that the City will save \$150,000 by handling the work in-house.

City staff did request quotations for the materials that will be needed for this project. Staff chose to request quotations instead of going out for bid for the materials due to the time sensitivity of this project. Staff believed by acquiring three (3) quotations a fair pricing for the materials would be obtained. Below is the breakdown of the three (3) quotations:

Vendors Name	Amount
Water Products Company, Bloomington IL	\$17,584.00
Ferguson Waterworks, DeKalb IL	\$21,644.05
HD Supply Waterworks, Washington IL	\$24,034.80

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A letter was sent to the neighborhood on March 28, 2014.

FINANCIAL IMPACT: The total project cost for materials is \$17,584. This is budgeted in the Water Transmission & Distribution-Other Supplies (50100120-71190) account. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 138.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Director of Water Director

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 47

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND AUTHORIZING THE PURCHASE OF WATER MAIN SUPPLIES FOR THE MACARTHUR AVENUE WATER MAIN FROM WATER PRODUCTS COMPANY AT A PURCHASE PRICE OF \$17,584

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

1. That the bidding process be waived and the Purchasing Agent be authorized to issue a Purchase Order for water mains supplies for the MacArthur Ave. water main from Water Products Company at a Purchase Price of \$17,584.

ADOPTED this 22nd day of September, 2014.

APPROVED this 23rd day of September, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Schmidt that the formal bid process be waived, the purchase of water main supplies from Water Products Company, Bloomington, IL be approved, in the amount of \$17,584, to construct a new water main on MacArthur Ave., and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT Rejection of Request for Proposal (RFP) for Lime Sludge Removal from Storage Lagoons at the Water Treatment Plant, (#2015 – 27), and Enter into a One (1) Year Contract with Oros and Busch for same

RECOMMENDATION/MOTION: Recommend that all submissions for RFP for Lime Sludge Removal be rejected, the formal bid process be waived, the City enter into a one (1) year renewal contract with Oros and Busch for same, the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

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

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

BACKGROUND: The Water Department recently requested proposals for a five (5) year contract to remove lime sludge from the Water Treatment Plant's storage lagoons. Lime sludge is a reusable byproduct of the water softening process. It is removed from the sludge lagoons by a contractor and marketed to farmers for pH control of their farmland. This process must take place each year as the water softening process creates about 25,000 lbs. of sludge each day. Oros and Busch was awarded the current contract, which will expire on September 30, 2014. The final year's cost was approximately \$31.84 per dry ton of lime sludge removed.

The City received two (2) responses to the RFP. The City responded to a question posed during the pre-bid meeting concerning applicability of prevailing wage requirements. The City's response was that prevailing wages applied. One (1) of the vendors submitted an alternate RFP, stating that Illinois' prevailing wage requirements did not apply to the disposal of municipal sludge, not otherwise related to any other construction. The difference in cost for one (1) year's lime sludge removal was a reduction estimated at \$43,000 due to the difference in the two (2) wage rates.

Staff requested verification of the exemption for municipal sludge removal operations from the Illinois Department of Labor (IDOL). IDOL responded that, indeed, municipal sludge removal operations not otherwise related to other construction activities were not subject to Illinois' prevailing wage requirements. Unfortunately, the response did not arrive until after the RFP was opened.

Staff is hopeful that if an RFP is issued for Fiscal Year 2016 without the prevailing wage requirement, more proposals might be obtained. In the interim, this one (1) year contract with Oros and Busch will meet the City's immediate needs as well as avoid unnecessary costs.

Oros and Busch Application Technologies was the lowest submittal for the RFP. They also have the current five (5) year award, which expires September 30, 2014. Staff requests that all proposals be rejected and a contract be awarded to Oros and Busch Application Technologies in the anticipated amount of \$37.00 per dry ton of lime removed from October 1, 2014 to April 30, 2015.

The City will issue an RFP early in FY 2015 for Lime Sludge Removal services.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOL and Oros and Busch.

FINANCIAL IMPACT: This work was budgeted in the FY 2015 Adopted Budget in the Water Purification-Landfill and Residual Disposal (50100130-70650) account for \$250,000. The Treatment Plant generates approximately 5,000 dry tons of lime solids per year, for an estimated project removal cost of \$185,000. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 142.

There are three to four (3 – 4) years of solids in storage; if field conditions allow for removal of greater quantities this backlog will be addressed.

Respectfully submitted for Council consideration.

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

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

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

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Schmidt that all submissions for RFP for Lime Sludge Removal be rejected, the formal bid process be waived, the City enter into a one (1) year renewal contract with Oros and Busch for same, the Mayor and City Clerk be authorized to execute the necessary documents, and any associated contracts approved in form and substance by Corporation Counsel.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for Water Treatment Chemicals

RECOMMENDATION/MOTION: That the bid, (#2015 - 35), be awarded, on a price per ton basis, to the qualified, responsive low bidders as noted in the table, for the next twelve (12) months with the exceptions that carbon dioxide is being presented as the third year of a three (3) year agreement with a four percent (4%) per year escalator and hydrofluosilicic acid is being presented as the second year of a three (3) year agreement with no price increases.

CHEMICAL	VENDOR	Unit of Measure	CURRENT YEAR	LAST YEAR	% Change
Ferric Sulfate	Kemira	Ton	\$177.53	\$190.00	-6.6%
Carbon Dioxide^	PraxAir	Ton	\$62.73	\$60.32	4.0%
Sodium Hexametaphosphate~	Carus Corporation	Ton	\$1,930.00	\$1,940.00	-0.5%
Liquid Chlorine	JCI Jones	Ton	\$320.00	\$500.00	-36.0%
Anhydrous Ammonia	Tanner Industries	Ton	\$1,640.00	\$1,640.00	0.0%
Hydrofluosilicic Acid*	Mosaic	Ton	\$522.00	\$522.00	0.0%

All chemicals are delivered on an as needed truckload basis, except for a single 20,000 pound shipment of sodium hexametaphosphate.

^ Third year of a three (3) year agreement with a maximum four percent (4%) escalator. The current year price reflects a four percent (4%) price increase.

~ Single 20,000 pound shipment price.

* Second year of a three (3) year agreement with no price increases.

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

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

BACKGROUND: On September 11, 2014, bids were opened for the City's water treatment chemical needs. With the exception of the four percent (4%) increase for carbon dioxide, (third year of a three (3) year agreement with a four percent (4%) per year escalator), prices remained steady or declined. Chlorine had the most significant price decrease (thirty-six percent/36%) for a three (3) year constant price agreement.

The use of these individual chemicals in the water treatment process is as follows:

Ferric Sulfate – A compound used to increase the removal of suspended materials, such as small soil particles, that are suspended in the water. Basically, very small suspended particles clump together to settle quicker in the water treatment plant.

Carbon Dioxide – The compound that gives pop its fizz is the same material used to lower the pH in water after the removal of dissolved minerals through the use of lime, (the water softening process). Lime greatly increases the pH of the water and that pH must be lowered to prevent the formation of scale on the filters and to make the water palatable. Carbon Dioxide, which forms a weak acid, is bubbled into the water to accomplish this.

Sodium Hexametaphosphate – This phosphate compound is used to prevent scale from forming on the filters in the water treatment plant.

Liquid Chlorine – Chlorine is used as a disinfectant in water treatment plants. It is a strong oxidant so it helps with taste and odor as well. In the United States, a minimal amount of chlorine must be present in the pipes in all areas of the water distribution system to continue working as a disinfectant all the way to a customer's water service connection.

Anhydrous Ammonia – Ammonia is added to the water already containing chlorine to form a class of compounds known as chloramines. Chloramines act as disinfectants, just like chlorine, but are stable in the water delivered to customers for a longer period of time than just chlorine alone.

Hydrofluosilicic Acid – Commonly just referred to as fluoride, this chemical is added to the water to increase the amount of fluoride in drinking water to levels which are optimal for the protection of adults, but to a greater extent, children's teeth from cavities. There is a modest amount of naturally occurring fluoride in the water taken from our reservoirs; the addition of hydrofluosilicic acid simply increases that to optimal levels. The addition of fluoride to optimal levels is a state law in Illinois.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on August 27, 2104. A total of eleven (11) bids were received by the September 11, 2014 deadline. Two (2) no bids were received.

FINANCIAL IMPACT: Payment for the purchase of water treatment chemicals for the year will be made from the Water Purification Budget-Water Treatment Chemicals (50100130-71720). This account is budgeted for \$825,439 in Fiscal Year 2015. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 143.

Respectfully submitted for Council consideration.

Prepared by: Richard Twait, Superintendent of Water Purification

Reviewed by: Brett Lueschen, Interim Director of Water

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

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Schmidt that the bids be awarded, on a price per ton basis, to the qualified low bidder: Kemira Water Solutions – Ferric Sulfate; Carus Corporation – Sodium Hexametaphosphate; Tanner Industries –

Anhydrous Ammonia; JCI Jones – Liquor Chlorine; for the next twelve (12) months and the Purchasing Agent be authorized to issue Purchase Orders. Exceptions: 2012 Carbon Dioxide bid from Prax Air was presented and approved as a three (3) year with a maximum four percent (4%) price escalator in year three (2014) and 2013 Hydrofluosilicic Acid bid from Mosaic Crop Nutrition, LLC was presented and approved as a three (3) year with no price increase in year two (2014).

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order for Contract, (Bid# 2014 - 39), for 2014 Bond General Resurfacing for Resurfacing Arrowhead Ln. at Lake Bloomington

RECOMMENDATION/MOTION: Recommend that the Change Order using the unit prices from Rowe Construction for the 2014 Bond General Resurfacing Program be accepted, and the Change Order be approved, in the base amount of \$40,000, to be paid out of the FY 2015 Budget, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 4d. Improved neighborhood infrastructure; and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The replacement/resurfacing of the City owned and maintained roads and lanes around Lake Bloomington had been minimal or non-existent for many years. The resurfacing program resumed in FY 2014 with some of the worst lanes, (Nighthawk, Davis Lodge Rd. and Parkview Ln.), being resurfaced, for a total of \$200,000. The plan was to budget \$100,000 per year in order to keep up with the needs. However, no funds were budgeted in FY 2015.

Arrowhead Ln. is in an advanced state of deterioration. Numerous complaints of hazardous conditions from residents were received, and Lake Maintenance staff reported that the roadway had deteriorated to the point where further damage was unavoidable during routine snow removal operations.

Cold patch asphalt was applied to the very worst spots this spring, but the damage will reappear when freeze/thaw conditions return and snow removal operations resume.

Staff requests that \$40,000 be transferred from the FY 2015 Adopted Budget in Lake Maintenance - Other Professional & Technical Services (50100140 - 70220) to Lake Maintenance-Street Construction (50100140 - 72530).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on February 24 and March 3, 2014 and a pre-bid meeting was held at 10:30 a.m. on March 3, 2014 in the Public Works Department's Conference Room. Area residents were informed of the City's intention to repair the road before this winter through phone conversations and during a Lake Bloomington Association's Resident Advisory Committee meeting at Lake Bloomington.

FINANCIAL IMPACT: The FY 2015 Adopted Budget has \$300,000 budgeted in Lake Maintenance - Other Professional & Technical Services (50100140 - 70220). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 146. If Council approves this change order, \$40,000 of budgeted funds will be transferred to Lake Maintenance - Street Construction (50100140 - 72530). No funds have been expended to date from Lake Maintenance - Other Professional & Technical Services, which was budgeted to perform a cluster onsite waste pilot system and study for City owned areas around Lake Bloomington. This pilot may be delayed.

Respectfully submitted for Council consideration.

Prepared by: Rick Twait, Superintendent of Water Purification

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 48

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$40,000 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND ROWE CONSTRUCTION**

WHEREAS, the City of Bloomington has previously entered into a contract with Row Construction and

WHEREAS, for the reasons set forth in a staff report dated September 22, 2014 it was necessary to; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 22, 2014 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$40,000 in the contract between the City of Bloomington and Rowe Construction be approved.

ADOPTED this 22nd day of September, 2014.

APPROVED this 23rd day of September, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Schmidt that the Change Order using the unit prices from Rowe Construction for the 2014 Bond General Resurfacing Program be accepted, and the Change Order be approved, in the base amount of \$40,000, to be paid out of the FY 2015 Budget, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at the Lake Bloomington Davis Lodge on October 11, 2014

RECOMMENDATION/MOTION: That the Ordinance be passed.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Philip Wayne and Emmalee Baker to allow moderate consumption of alcohol at their October 11, 2014, wedding reception to be held at the Lake Bloomington Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk, and Philip Wayne, groom and Emmalee Baker, bride and requestors' representatives.

Commissioner Renner opened the liquor hearing and requested that the requestor's representatives address this request. Philip Wayne and Emmalee Baker, groom and bride, addressed the Commission. The wedding ceremony and reception would be held at the Lake Bloomington Davis Lodge on October 11, 2014. It would start around 5:00 p.m. and end at 11:00 p.m. They anticipated 100 guests. Famous Dave's, located at 1603 B Morrissey Dr., would provide the food and beverage service. Liquor service would be limited to beer and wine only. Quiet hours at Davis Lodge commence at 10:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Philip Wayne and Emmalee Baker to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their October 11, 2014 wedding reception be approved.

Motion carried, unanimously.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Rick Twait, Supt. of Water Purification – Lake Bloomington
Brett Lueschen, Interim Director of Water

Recommended by:

Tari Renner
Mayor

ORDINANCE NO. 2014 - 100

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, Philip Wayne and Emmalee Baker are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 5:00 p.m. to 11:00 p.m. on October 11, 2014; and

WHEREAS, Philip Wayne and Emmalee Baker have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on October 11, 2014 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 22nd day of September, 2014.

APPROVED this 23rd day of September, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 8, Block 4 of Camp Kickapoo, from Ellen T. Flanagan to Ellen T. Flanagan Revocable Living Trust

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

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

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

BACKGROUND: The sewage disposal system inspection was completed in August 2014. The septic system appears to be functioning normally. The septic tank needed to be pumped and McBrayer has pumped the tank, but it should be checked regularly. A chlorine tablet should be placed in the chlorinator tube regularly as needed. The age of the sewage disposal system is over twenty-five (25) years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately twenty to twenty-five, (20 - 25), years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease Fee. With this transfer, the lake lease formula will generate \$748.28 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140 - 57590.

Respectfully submitted for Council consideration.

Prepared by:

Connie Fralick, Office Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 11, Block 3 of Camp Iroquois, from Helen F. Welch to John S. and Terry Hoffman

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

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

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

BACKGROUND: The sewage disposal system inspection was completed in August 2014. The septic system appears to be functioning normally. The septic tank does not need to be pumped but should be checked regularly. The tank is closer than ten feet (10') to the house, and the sink in the basement would need to be removed or routed to the septic system. The pump station does not have a capacity of 1.5 times the daily flow and it does not have a dual pump. The age of the sewage disposal system is over thirty-six (36) years. The McLean County Health Department

estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 - 25) years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the current formula, (\$.15 per \$100 of Equalized Assessed Value/EAV), for determining the Lake Lease Fee or \$270.87 per year. With this transfer, the lease will be moved to the \$.40 per \$100 of EAV, this change will generate \$722.33 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140 - 57590.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

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

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Text Amendment to Chapter 4. Air Pollution, Section 26. Open Fire Regulations

RECOMMENDATION/MOTION: Recommend that the Text Amendment be approved and the Ordinance passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; 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: Since the enactment of an ordinance establishing open burning permits, (September 10, 2010), only one (1) organization has requested and made payment for an open burning permit. This organization was a non for profit, (church), and this amendment would bring the City in line with the Town of Normal as there is no fee charged. The Fire Department recommends that the \$50 permit fee be eliminated from the City Code. Organizations that wish to have a bonfire will still be required to obtain a permit and their site be inspected prior to the event.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Fire Chief - Administration

Reviewed by: Michael Kimmerling, Fire Chief

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

ORDINANCE NO. 2014 - 101

**AN ORDINANCE AMENDING BLOOMINGTON
CITY CODE CHAPTER 4, SECTION 26**

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

SECTION 1. That Chapter 4, Section 26 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

- E. Bonfire may be allowed only for officially sponsored activities of civic, educational and religious organizations. Bonfires are not approved for the general public. Allowed bonfires are subject to the following conditions:
 - 2. The organization requesting the bonfire must obtain a burn permit ~~(\$50.00)~~ from the Bloomington Fire Department at least 48 hours prior to the lighting of the bonfire. A fire department official will need to inspect the site the day of the burn.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 6. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 22nd day of September, 2014.

APPROVED this 23rd day of September, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Schmidt 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 Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Fiscal Year 2015 Budget Amendment for the Community Development Block Grant (CDBG) in the amount of \$315,649

RECOMMENDATION/MOTION: Recommend that the Budget Amendment be approved and the Ordinance passed.

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

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

BACKGROUND: State statutes require expenditures incurred within each individual fund not to exceed the appropriation amount set forth in the annual budget of an established fiscal period. In an effort to strengthen the fiscal controls of the budgetary process, City staff has prepared a budgetary amendment for the current Fiscal Year (FY). This action corresponds with the August 24, 2009 discussion where City staff committed to the Council that the majority of budget amendments would be presented in the FY the expenditure occurred rather than in the proceeding FY.

The FY 2015 Budget included an appropriation of \$590,000 for the CDBG fund. This projection was based upon the grant dollars that were received from the federal Department of Housing and Urban Development (HUD) in the previous fiscal year. Grant awards are normally announced by HUD in February of each year; however, the 2014 - 2015 grant award letter was not received until April 2014. The City was awarded \$567,978 for FY 2015. Therefore, City staff is requesting a budget amendment to the Community Development Administration – Federal

Grants revenue line item to \$567,978 versus the originally projected \$590,000. The difference of \$22,022 was taken from the demolition budgeted activity.

In addition, \$337,671 was the total carryover from FY 2014, which is the result of receiving more program income than what was projected and unbudgeted carryover funds from the previous year. Program income is revenue that is received from the principal and interest payments on housing rehabilitation loans. The majority of the CDBG loan data base is “deferred loans” (i.e. loans that do not require any payment as long as the recipient is the owner and occupant of the property). Loans are paid in full upon vacating the property - death; sale or leasing of the property. There is no way to predict how many of these “deferred” loans will be paid in full during the fiscal year; which usually results in receiving more revenue than projected. Carryover dollars have been allocated to already established FY 2015 budget line items within the Community Development budget, as follows:

Administration	\$5,000	<i>(22402410-70610-50000) Advertising</i>
Rehabilitation Loans	\$50,000	<i>(22402430-79020) Rehab Loans</i>
Rehabilitation Grants	\$200,000	<i>(22402430-79130)</i>
Rehab. Service Delivery	\$2,671	<i>(22402430-70690) Other Purchased Services</i>
Demolition	\$52,978	<i>(22402440-70651)</i>
Public Services	\$5,000	<i>(22402450-79130) Grants</i>
Total:	\$315,649	<i>Net budget amendment</i>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The revenue line item for Community Development Administration – Federal Grants (22402410 - 53110) will be raised by a “net” amount of \$315,649. The expenditure line items: a “net” amount of \$52,978 for Community Development Capital Improvement – Demolition (22402440 - 70651); Community Development Rehabilitation - Loans: \$50,000 (22402430 - 79020); Community Development Rehabilitation - Grants: \$200,000 (22402430 - 79130); Community Development Rehabilitation - Other Purchased Services: \$2,671 (22402430 - 70690); Community Development Community Services - Grants: \$5,000 (22402450 - 79130); and Community Development Administration - Advertising: \$5,000 (22402410 - 70610).

Stakeholders can locate the budgets for these accounts in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 38 through 49.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Division Mngr. - Code Enforcement

Reviewed by: Tom Dabareiner, Director of Community Development
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

ORDINANCE NO. 2014 – 102

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

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

WHEREAS, a budget amendment is needed as detailed below;

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

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

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

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

PASSED the 22nd day of September, 2014.

APPROVED the 23rd day of September, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT 1 ON FILE IN CLERK'S OFFICE)

Motion by Alderman Painter, seconded by Alderman Schmidt that the Budget Amendment be approved and the Ordinance passed.

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

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bicycle Lanes on Jersey Ave.

RECOMMENDATION/MOTION: Recommend that the bicycle lanes for Jersey Ave. from the Sugar Creek bridge to Towanda Ave. be approved.

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; 5b. City decisions consistent with plans and policies; and 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Jurisdiction of Jersey Ave. is divided between the City and the Town of Normal. The City's jurisdiction stretches east from the Sugar Creek bridge to Towanda Ave. The City will resurface its portion of this road using local Motor Fuel Tax (MFT) revenue.

This summer, Normal created bicycle lanes along its portion of Jersey Ave. Based on City staff's conversations with the City's consultant, Ed Barsotti, League of Illinois Bicyclists, staff knows with certainty that the City's Bicycle Master Plan, due this fall, will recommend that these bike lanes be continued along the City's eastern portion of Jersey Ave. The ideal time to create bike lanes is immediately after resurfacing, because the street will need to be restriped at that time. Therefore, City staff requests Council approval to proceed with bicycle lanes at this time. Although the Master Plan is not complete, it would be inefficient and financially wasteful to wait for the plan's completion and return to the street to create the bicycle lanes.

In summary, Jersey Ave. is an appropriate street for bicycle lanes and is a sensible location — partially because our neighboring community, Normal, already placed them there. Creating the bike lanes now is consistent with plans and policies and constitutes partnership for cost-efficient service delivery.

Scope of project: Jersey Ave. will remain a two (2) lane road, with one (1) lane in each direction, plus two (2) bike lanes, one (1) in each direction. Parking will remain on the north side of the street. To provide space for bicycle lanes, parking will be eliminated on the south side of the street. No homes front the south side of Jersey Ave. along the project area.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Letters were sent to property owners and residents whose homes abut Jersey Ave., from the Sugar Creek bridge to Towanda Ave., to inform affected residents and invite comments. This included residents of Normal who live on the north side of Jersey Ave.

The plan received strong support from Town of Normal staff during discussions, and a note from Mercy Davidson, Normal's Town Planner, has been provided to the Council.

FINANCIAL IMPACT: The total street project including the bicycle lanes will be funded in the amount of \$40,000 through the local MFT contract with McLean County Asphalt, (Bid# 2015 - 09). The contract with McLean County Asphalt was approved by City Council on June 23, 2014. This project is being charged to Capital Improvement - Program-FY 2015 Local Motor Fuel Tax (40100100-72530 - 40600).

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Lower requested an overview of this project.

Jim Karch, Public Works Director, addressed the Council. He noted the Bicycle Master Plan. He cited approved streets. Jersey Ave. served as a link to Constitution Trail. There would be MFT, (Motor Fuel Tax), approved work on Jersey Ave. The Bicycle Master Plan was close to completion. The Town of Normal had already installed bike lanes. He noted the proximity of Country Companies, (larger employer). There were no driveways on Jersey Ave. City staff had worked with Normal's staff. Letters were sent to residents.

Alderman Lower stated that it appeared that bike lanes were required by federal law. Mr. Karch noted that this was City initiative on local streets.

Alderman Lower questioned funding.

Mr. Karch noted that Jersey Ave. was a local street not a federal route. Pavement striping would be done after the street resurfacing work. The bike lanes would be painted at that time. If the bike lanes were not approved than the striping would include parking and the center lane markings.

Alderman Lower understood this item. He believed that there would be issues. Parking would be removed. There also was the funding issue. He questioned if MFT funds would be used. He expressed his interest in the direct allocation of expense. He believed that bike lanes would see limited use. He was not against bike routes. He believed that there would be problems.

Mr. Karch stated that the Bicycle Master Plan would include a time line. City staff was sensitive to parking needs. He restated that there were not any properties that fronted on Jersey Ave. The impact would be minimal.

Mayor Renner noted the cost for these bike lanes was the paint.

Alderman Hauman expressed her opinion that MFT funds were an ideal way to fund this item. IDOT was interested was in complete street development. Jersey Ave. was a multi use corridor. Funds would be used to improve the street and to provide a connection for other modes of transportation.

Alderman Lower restated his understanding. His concern addressed safety. He was concerned about how this item was being funded. He cited federal and state mandates. This was a local government issue.

Mr. Karch noted that there was no mandate to provide bike lanes on local streets. The direction had been provided by the Council.

Alderman Lower questioned the logic. Bicyclist should use Constitution Trail.

Mr. Karch cited impact. Bike lanes addressed bicyclist who rode for more than recreation. Bike lanes were part of multi modal transportation. Constitution Trail was a community amenity.

Alderman Painter noted that this item was located in her ward. She respectfully disagreed with Alderman Lower's opinion. She believed that bike lanes were a good idea. They would be used by bicyclist. There was no down side.

Alderman Black noted his recent use of a bicycle for transportation. He had dealt with issues as a bicyclist. There were safety issues when riding on City streets. The future of the community would include multi modal transportation. The Council could not make everyone happy. He expressed his support for bike lanes and encouraged bicyclist to make use of same. It was a small investment to address safety. MFT dollars were a tool. Bike lanes were an investment in the community. Constitution Trail provided limited access. He had used sharrows and noted his comfort levels with same.

Mayor Renner noted various conferences which he had attended. He had attended sessions which addressed the future of urban centers.

Alderman Fruin believed that Alderman Lower had raised some good questions. He addressed Constitution Trail and parallel routes. He cited personal experiences driving on Jersey Ave. He noted the location of Country Companies. This would be a good test of bike lanes on streets. Public safety was key and he urged caution.

Alderman Stearns wanted to weigh in on the subject of bicycles. She was employed as an RN in both emergency and occupational medicine. Bicycles were everywhere. She cited morbidity and mortality statistics. The reality was not talked about. There needed to be data collection. This might result in licensing and registration.

Motion by Alderman Schmidt, seconded by Alderman Mwilambwe that the bicycle lanes for Jersey Ave. from the Sugar Creek bridge to Towanda Ave. be approved.

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

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

Nays: Alderman Lower.

Motion carried.

The following was presented:

Public Hearing regarding the Removal of the Road Barrier on W. Jefferson St. at Allin St.

Mayor Renner introduced this item. He opened the Public Hearing.

Richard Heiser, 810 W. Jefferson St., addressed the Council. He expressed his support for the proposal that the street be reopened. He recommended that the opening be limited to twenty-two feet (22'). He cited concern regarding the relocation of a manhole. He believed that twenty-two feet (22') would be sufficient space for City vehicles while slowing traffic turning on to Jefferson St. Another concern addressed one way streets and confusion. Safe Harbor's, (located at XXX W. Washington St.), loading docks faced west. He believed that Safe Harbor had limited traffic. The Council needed to be aware of this fact and give consideration to same. He also addressed children's safety. The barrier has been used as a walkway. There was a role for parents and drivers to be aware. This had become an emotional issue for the neighborhood.

Alderman Schmidt clarified that Mr. Heiser was in support of reopening the street, narrowing the opening, and Jefferson St. would remain one way headed east.

Vicky Smith, 712 W. Jefferson St., addressed the Council. She believed that there were less expensive options. The Police Department had full access. The street needed to be made no parking. Opening the street would not solve the issues. The people who resided in the area were the problem. More traffic in the neighborhood was not a good idea.

Dennis Arnold, XXX N. Lee St., addressed the Council. He currently served as the Gridley Allin & Prickett's Neighborhood Association's President. The neighborhood was divided. The residents closest to the barrier were opposed to its removal. Others in the neighborhood were in support of removal but wanted the street to remain one way headed east.

Mayor Renner closed the Public Hearing.

Alderman Hauman questioned next steps. There would be no action at this evening's meeting. City staff would draft a Resolution which would contain a recommendation.

The following was presented:

Comprehensive Master Plan Update. Presentation by Vasudha Pinnamararju, McLean County Regional Planning Commission's Executive Director.

Mayor Renner introduced this item which would be an update regarding the Comprehensive Plan.

Vasudha Pinnamaraju, McLean County Regional Planning Commission's Executive Director, addressed the Council. She had prepared a PowerPoint regarding Community Outreach. She would address what had been heard at a variety of venues. She addressed the word cloud which addressed values and improvements. The larger the font reflected the number of responses. She noted that safe community and safety were cited. She questioned the meaning of the phrase vibrant Downtown. Green transportation included bike lanes and walkability. In the future there would be a detailed report which would address vision and values.

Alderman Black cited contradictory ideas.

Ms. Pinnamaraju noted the 1,600 survey responses. The survey had been presented out in the community. The numbers were improving. She noted the limited response from renters and younger age groups. The outreach goal was 7,660 and to date 5,079 individuals had been contacted. Individuals may not respond to the survey. There were 130 individuals serving on the working groups. Each working group was scheduled to meet for an hour per month. She also recognized the project's partners.

Alderman Mwilambe thanked Ms. Pinnamaraju for the presentation. He expressed his interest in more survey responses. He questioned outreach to community employers. He recognized the challenges.

Ms. Pinnamaraju cited outreach to State Farm and Country Financial. There had been no outreach to Illinois State University or any other company located in Normal.

Alderman Black also thanked Ms. Pinnamaraju for the presentation. He questioned if there were other categories.

Ms. Pinnamaraju noted that all surveys were considered. There were voices from throughout the City.

Alderman Black questioned why opinions matter. Ms. Pinnamaraju cited the goal was to make the community a better place.

Alderman Lower questioned the number of surveys received. Ms. Pinnamaraju stated 1,580 with 400 labeled other.

Alderman Lower noted the small percentage of respondents. He did not believe that the responses were representative of the community. He questioned the survey's effectiveness.

Mayor Renner found the outreach interesting.

Ms. Pinnamaraju informed the Council that other demographic data was being collected. The largest response came from the City. The interests was in quality information. The questions were open ended.

Alderman Hauman invited the Council to participate throughout the process. She noted the working groups.

Ms. Pinnamaraju stated that there were fifteen to seventeen (15 – 17) working groups. These groups met once a month through the month of November 2014. Working groups would start meeting again in January 2015. The more surveys received the better. She cited employer outreach and the project's web site – Bring It On Bloomington.

The following was presented:

Enterprise Zone Application Update. Presentation by Frank Koehler, Interim Economic Development Coordinator.

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. The Council would be updated regarding the new Enterprise Zone (EZ) application. Ken Springer, Bloomington Normal

Economic Development Council's, (EDC), Vice President, was present at this evening's meeting. The application deadline was December 31, 2014 for consideration during the first round. The goal was to provide the Council with a high level understanding. Tonight's presentation would address City staff's proposal to the EDC. An EZ can be amended. The Council would be asked to make a final decision in October 2014. This would be a preliminary update as City staff was seeking Council direction.

Frank Koehler, Interim Economic Development Coordinator, addressed the Council. In 1983, EZ were created to address the unemployment rates. There was a need to incentivize/assist with economic development. The state had announced a new application for the new EZ. There must be a need shown. A map was presented which showed the existing EZ and the expansion area. US 51 and I74 represented an opportunity.

Ken Springer, EDC's Vice President, addressed the Council. He noted the current EZ's success. The map also showed opportunities.

Mayor Renner added that the community would benefit from the investment.

Mr. Koehler noted the state's benefits which included state sales tax and other incentives.

Alderman Stearns questioned how success would be gauged. She expressed her interest in parameters for measurement.

Mr. Springer expressed his opinion that the EZ had been the most successful tool. He did not have the numbers with him but he estimated that seventy-five percent (75%) of all projects in the last nine (9) years involved the EZ. He cited 750 new jobs, millions of dollars in capital investment, and the fact that the EZ was community wide, (i.e. City, Town of Normal and McLean County).

Alderman Stearns questioned if this information had been shared with the public.

Mr. Springer noted that an annual report was filed with the State of IL. This was a requirement for all EZ in the state. The EDC provided local administration and reported to the state.

Mr. Koehler noted the significance of a new EZ to qualify would take state approval.

Mr. Springer believed that the process would be competitive. There would only be forty-nine (49) EZ in the state. There had been one in the community since 1985. He restated the EZ use in the last nine (9) years. It was a critical tool.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, informed the Council that he had attended the ICMA, (International City and County Managers Association), Annual Conference and the IML, (IL Municipal League), Conference. He

planned to share information with the Council regarding administrative initiatives. He also cited Emergency Preparedness, (i.e. natural disasters such as tornados), and how to maximize fund recovery. The City needed to update its plan, learn from others, and put this on the to do list. The plan would include policies, procedures and training.

MAYOR'S DISCUSSION: Mayor Renner informed the Council that the annual retreat would be held on Friday and Saturday, October 10 and 11, 2014. The retreat would be open to the public.

He thanked Mike Kimmerling, Fire Chief for acting as Interim City Manager during Mr. Hales' absence from the City. He also thanked Alderman Schmidt for acting as Mayor Pro tem and chairing the Township Board meeting.

ALDERMEN'S DISCUSSION: Alderman Lower addressed FEMA, (Federal Emergency Management Administration), issues. A void in most municipalities' plans was the use of volunteers. He noted the importance of training. He expressed his interest in a better plan.

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

Motion carried.

Tracey Covert
City Clerk

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

The Council convened in Special Session in the Council Chambers, City Hall Building, at 5:32 p.m., Monday, September 15, 2014.

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

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

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

Alderman absent: Kevin Lower.

Fire Chief/Interim City Manager Mike Kimmerling, City Clerk Tracey Covert, and Corporate Counsel Jeff Jurgens were also present.

Staff absent: David Hales, City Manager.

**NOTICE OF SPECIAL MEETING
CITY OF BLOOMINGTON
CITY COUNCIL
SEPTEMBER 15, 2014**

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that there will be a Special Meeting of the City Council of the City of Bloomington, Illinois, in the Council Chambers at City Hall, 109 E. Olive Street, Bloomington, IL on MONDAY, SEPTEMBER 15, 2014 AT 5:30 P.M.

SPECIAL MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment**
- 4. Adjourn to Closed Session.**
 - a. Pending/Probable Litigation – Section 2(c)(11) of 5 ILCS 102.**
- 5. Return to Open Session.**

6. Approval of Memorandum of Understanding Resolving Design and Construction Claims Involving the US Cellular Coliseum and Pepsi Ice Center Garage. (Recommend that the Memorandum of Understanding be approved.)
7. Approval of a Change Order with Structural Preservation Systems, LLC for the Pepsi Ice Center Garage. (Recommend that the Change Order be approved and the Resolution adopted.)
8. Adjourn.

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.

No one came forward to address the Council.

Motion by Alderman Painter, seconded by Alderman Schmidt to recess to closed session regarding Pending/Probable Litigation – Section 2(c)(11) of 5 ILCS 120. Time: 5:33 p.m.

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

Nays: None.

Motion carried.

Jeff Jurgens, Corporation Counsel, noted that the Council intended to return to open session and take action on the two (2) items listed on the agenda, (i.e. Memorandum of Understanding and Change Order).

Motion by Alderman Black, seconded by Alderman Mwilambwe to adjourn the closed session and return to open session. Time: 6:34 p.m.

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

Nays: None.

Motion carried.

The Council took a short recess and reconvened at 6:37 p.m.

The following was presented:

Approval of a Memorandum of Understanding Resolving Design and Construction Claims Involving the US Cellular Coliseum and Pepsi Ice Center Garage.

Jeff Jurgens, Corporation Counsel, introduced this item. He informed the Council that City representatives met with individuals representing seven (7) different parties as part of the mediation process which took place on September 9 and 10, 2014. All negotiated in good faith. He cited the collaboration and the goal of ensuring safe structures. The City would receive a \$795,000 payment. The mediation process resulted in a \$463,022 cost reduction.

He noted that the following item addressed a change order to the contract with Structural Preservation Systems, LLC. The cost for the contract after the change order would be \$634,978. Engineering services provided by Walker Restoration were estimated at \$104,000. The City would recover eighty-five percent (85%) of the hard cost related to the US Cellular Coliseum and Pepsi Ice Center Parking Garage. There would be no recovery of soft costs, (i.e. attorney fees, etc.) There would be a formal settlement agreement. At a future date there would be a press release and a press conference. He recommended that the Council approve the Memorandum of Understanding.

Motion by Alderman Schmidt, seconded by Alderman Painter to approve the Memorandum of Understanding resolving design and construction claims involving the US Cellular Coliseum and Pepsi Ice Center Garage.

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

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order for Contract with Structural Preservation Systems, LLC for Repair of Pepsi Ice Center Parking Structure

RECOMMENDATION/MOTION: Recommend the Change Order using the unit prices from Structural Preservation Systems, LLC's Bid, for necessary repairs to the Pepsi Ice Center Parking structure be accepted, the Change Order be approved in the base amount of \$634,978 to be paid out of General Fund Balance, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

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

BACKGROUND: Following mediation and extensive collaboration between the City and the mediation parties, there is now an approximate \$463,022 savings in the projected repair costs for the Pepsi Ice Center Parking structure as measured against the \$1,098,836 contract amount

awarded to Structural Preservation Systems, LLC on September 8, 2014. The mediation process allowed the original design team and expert structural engineers to coordinate their efforts and develop a plan for a more efficient way to move forward with the repairs. The proposed amended unit cost schedule is as follows:

Work Item	Description	Quantity	Unit	Unit Cost	Extension
1.0	General Requirements	1	L.S.	\$113,750	\$113,750
	Performance and Payment Bond	1	L.S.	\$11,455	\$11,455
2.1	New Double Tee	1	Ea.	\$263,741	\$263,741
3.1	New Double Tee FRP Strengthening with Protection	0	Ea.	0	
4.1	Double Tee Strengthening without protection	30	Ea.	\$5,492	\$164,7600
5.1	Spandrel Panel FRP Strengthening	0	Ea.	0	
6.1	Column FRP Strengthening	11	Ea.	\$5,374	\$59,114
8.1	Epoxy Injection	0	Ea.	0	-
9.1	Elastomeric Coating (N&S Exterior Columns)	1	L.S.	\$22,158	\$22,158
				Total	\$634,978

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Holland & Knight LLP.

FINANCIAL IMPACT: Since the total cost of this project is sizeable, unknown, and subject to a potential reimbursement; it is recommended by Finance staff that General Fund balance be utilized in the short term for all related costs until the design and repair of the garage is complete. Once full project costs are known the City can execute a short term debt instrument to reimburse General Fund balance and finance the project until reimbursement can be achieved. The City's General Fund balance is limited and will be further impacted by upcoming year end budget transfers related to FY 2014 and therefore, this financing approach has been recommended.

Respectfully submitted for Council consideration.

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

Legal review by: Jeffrey Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 45

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$634,978 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND STRUCTURAL PRESERVATION SYSTEMS, LLC**

WHEREAS, the City of Bloomington has previously entered into a contract with Structural Preservation Systems, LLC; and

WHEREAS, for the reasons set forth in a staff report dated September 15, 2014 it was necessary to; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the September 15, 2014 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$634,978 in the contract between the City of Bloomington and Structural Preservation Systems, LLC be approved.

ADOPTED this 15^h day of September, 2014.

APPROVED this 16th day of September, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**CITY OF BLOOMINGTON
CONTRACT FOR THE CONSTRUCTION OF
PEPSI ICE CENTER PARKING STRUCTURE REPAIRS
BID # 2015-25**

CHANGE ORDER NO. 1

I. CHANGE IN DESCRIPTION OF WORK AND CONTRACT PRICE

- A. DESCRIPTION OF CHANGES INVOLVED: The Work described in the Contract Drawings is modified from that shown on the original Contract Drawings to that shown on the revised Contract Drawings identified as “Revised Scope September 12, 2014.” The List of Drawings in Attachment C is hereby revised in full to read as follows:

LIST OF DRAWINGS

Prepared By Walker Restoration Consultants		
<u>SHEET NO.</u>	<u>SHEET TITLE</u>	<u>DATE LAST REVISED</u>
	Cover Sheet	9/12/14
R-001	General Notes and Work Item Schedule	9/12/14
R-002	Phasing Plans	9/12/14
R-101	Level 2 Plan	9/12/14
R-102	Level 3 Plan	9/12/14
R-201	North and South Elevations	9/12/14
R-501	Repair Details	9/12/14
R-502	Repair Details	9/12/14

- B. REASON FOR CHANGE: Based on the results of the mediation process for design and construction claims relating to the original construction of the Pepsi Ice Center Parking Structure and extensive mediation collaboration between the City, its consultants, and the original architects, contractors and engineers who constructed the Pepsi Ice Center Parking Structure, it has been determined that certain elements of the Work that were included in the original bidding can be deleted from the Work through value engineering without compromising the safety of the parking structure.
- C. REVISION IN PRICE: The Contract Price is hereby adjusted to reflect the changes in the Work by replacing the Schedule of Prices in Section 7 of Attachment A of the Contract to read as follows:

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of: Six Hundred Thirty Four Thousand Nine Hundred Seventy Eight Dollars and Zero Cents, (in writing); \$634,978 Dollars and 0 Cents, (in figures)

B. BREAKDOWN SCHEDULE

To inform Owner of the basis for its Lump Sum Bid, Bidders shall provide the values assigned to each of the following components of the Work that are included in Bidder’s Lump Sum Price. Such values shall be subject to review and revision as part of the Breakdown Schedule process under the Contract:

COMPLETE TABLE AS INDICATED

<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price Per Unit</u>
1.0 General Conditions	L.S.	1	\$113,750.00
Performance Bond and Payment Bond	L.S.	1	\$11,455.00
2.1 New Double Tee	Ea.	1	\$263,741.00
3.1 Double Tee FRP Strengthening with Protection	Ea.	0	\$0.00
4.1 Double Tee FRP Strengthening without Protection	Ea.	30	\$5,492.00
5.1 Spandrel Panel FRP Strengthening	Ea.	0	\$0.00
6.1 Column FRP Strengthening	Ea.	11	\$5,374.00
8.1.1 Epoxy Injection—Tee Stem Crack	Loc.	0	\$0.00
8.1.2 Epoxy Injection—Spandrel Panel Crack	Loc.	0	\$0.00
9.1 Elastomeric Coating (N&S Exterior Columns)	L.S.	1	\$22,158.00

C. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials,

supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

II. ADJUSTMENTS IN AMOUNT OF CONTRACT:

1.Amount of Original Contract Price	\$1,098,836.00
2.Net (addition) (reduction) due to all previous Change Orders Nos. _____ to _____	Not applicable
3.Amount of Contract Price, not including this Change Order	\$1,098,836.00
4.Reduction to Contract Price due to this Change Order	\$463,858.00
5.Amount of Contract Price including this Change Order	\$634,978.00

III. FINDINGS.

Pursuant to the requirements of Section 33E-9 of the Illinois Criminal Code of 1961, the undersigned do hereby find that the Change Order: [check all that are appropriate]

 X is necessary due to circumstances that were not foreseeable at the time the Owner entered into the Contract;

 X is germane to the Contract in its original form as signed; and/or

 X is in the best interest of the Owner and authorized by law.

RECOMMENDED FOR ACCEPTANCE:

Walker Restoration Consultants

Date: September 18, 2014

By: Kyle Standish, Project Manager

ACCEPTED: By my authorized signature below, being first duly sworn on oath, I certify on behalf of Contractor that in the event this Change Order authorizes or necessitates an increase in the price of any Subcontract under the Contract that is 50% or more of the original Subcontract price, such change to the Subcontract has been resubmitted for bidding in the

same manner for which the original Subcontract was bid.

Structural Preservation Systems, LLC

Date:

By: Joconde Gaubert, Secretary

APPROVED:

City of Bloomington, Illinois

Date: September 25, 2014

By: Tari Renner, Mayor

Mayor Renner introduced this item. He noted the cost savings achieved through the mediation process.

Jeff Jurgens, Corporation Counsel, addressed the Council. This change order was for a cost reduction. This was achieved through the mediation process. He cited the collaboration between the parties. The project scope was modified but the safety of the structure was not compromised. Walker Restoration, the City's engineer, confirmed the change order. The cost was lowered and the repair would be completed in less time.

Mayor Renner described this item as a win win. Safety came first but the cost had also been lowered.

Alderman Sage questioned the time line and anticipated events. Tonight's actions addressed logistics.

Mr. Jurgens noted the approved Memorandum of Understanding would be a public document. In the future, there would be a formal settlement agreement. Payment should be received within thirty (30) days. The contract and change order needed to be signed prior to any work commencing. There would be a joint press release and a joint press conference involving all parties.

Mayor Renner restated that it was important to note that safety came first. He noted the team collaboration and cost savings achieved. This was a win for the City.

Motion by Alderman Black, seconded by Alderman Stearns That the Change Order using the unit prices from Structural Preservation Systems, LLC's Bid, for necessary repairs to the Pepsi Ice Center Parking structure be accepted, the Change Order be approved in the base amount of \$634,978 to be paid out of General Fund Balance, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

Nays: None.

Motion carried.

Motion by Alderman Mwilambwe, seconded by Alderman Painter, that the meeting be adjourned. Time: 6:44 p.m.

Motion carried.

**Tracey Covert
City Clerk**



FOR COUNCIL: October 13, 2014

SUBJECT: Bills and Payroll

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

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

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

BACKGROUND: The list of bills and payrolls will be posted on the City's website on October 9, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

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

David A. Hales
City Manager

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

Motion: _____ Seconded by: _____

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



FOR COUNCIL: October 13, 2014

SUBJECT: Rejection of Bids for Police Department's Training Facility Mold Remediation, (Bid #2015 – 29)

RECOMMENDATION/MOTION: Recommend that the bids for the mold remediation project be rejected, and the project be rebid.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: On September 3, 2014 at 2:00 P.M., bids were publicly opened and read for the Police Department's Training Facility Mold Remediation project. Bid 1 was for the indoor gun range and Bid 2 was for the training building.

The following bids were submitted:

Company	Bid 1	Bid 2	Total
Menold Construction	\$38,331.04	\$84,049.37	\$122,380.41
Core Mechanical	\$36,909.15	\$36,909.15	\$73,818.30
Servpro of Bloomington	\$64,163.14	\$136,351.65	\$200,514.79

Both Menold Construction and Core Mechanical failed to submit properly completed bid packets. Menold Construction failed to sign the bid and also did not provide a bid bond. Core Mechanical failed to provide a bid bond.

Servpro of Bloomington's bid exceeded the budgeted amount allotted for this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on August 12, 2104. A total of three (3) bids were received by the September 3, 2014 deadline.

FINANCIAL IMPACT: Funding for this project was allotted as part of FY 2015 Budget. The Police Department is trying to act in good faith and maintain our budget, hence the request to reject the current bids and request that the project to be rebid.

Respectfully submitted for Council consideration.

Prepared by: Kenneth Bays, Asst. Police Chief

Reviewed by: Brendan Heffner, Police Chief

Financial & Budgetary review by: Carla Murillo, Budget Manager

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1.

Motion: Recommend that the bids for the mold remediation project be rejected, and the project be rebid

Motion: _____ Seconded by: _____

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



FOR COUNCIL: October 13, 2014

SUBJECT: Reject Bids for Gasoline and Diesel Fuel, (Bid #2015 – 19)

RECOMMENDATION/MOTION: Recommend that the bids for Gasoline and Diesel Fuel be rejected and the brief be reissued.

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 September 2, 2014, the bid for Gasoline and Diesel Fuel for City vehicles and equipment was released. On September 23, 2014, the bids were opened and the results are as follows: (*prices are per gallon markup over terminal cost*):

Bidders Name	Unleaded Gasoline Transport	Unleaded Gasoline Tank Wagon	No.1 Diesel Transport	No.1 Diesel Tank Wagon	No.2 Diesel Transport	No.2 Diesel Tank Wagon	PL	Kerosene
Evergreen FS	\$.03	\$.18	\$.03	\$.18	\$.03	\$.18	3%	3%
Petroleum Traders	\$.0174	\$.125	\$.0174	\$.125	\$.0174	\$.125	No Bid	No Bid
Heritage Petroleum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Staff recommends rejecting all bids and rebidding due to material deficiencies from all of the responsive bidders.

Petroleum Traders had four (4) areas of their bid which did not comply with the specifications:

1. They do not have sufficient equipment to be able to deliver any item required in the specifications to any site at any time the fuel would be needed.
2. They do not have a local tank farm with the ability to deliver fuel from the tank farm to the City, or a fueling location in the City limits that the City can access twenty-four (24) hours a day seven (7) days a week including holidays in the event of a natural or man-made disaster. A transport is a semi-tractor and trailer capable of hauling 7,600 gallons of gasoline or 8,600 gallons of diesel. A tank wagon is a straight truck capable of hauling 2,500 gallons of fuel.

3. They do not provide the City with a method to purchase fuel from local retail pumps, i.e. fuel cards or other methods acceptable to the City.
4. They do not supply Kerosene or Liquid Propane.

Evergreen FS had one (1) material deficiency as they did not provide detailed specifications of their products with their bid. They also had one (1) potentially waivable technicality in that they failed to completely fill out and sign the Equal Employment Opportunity documentation. This may generally be waived only if the bidder is compliant and completes the required paperwork.

The current contract covers the time period of January 1, 2014 until December 31, 2015. This bid would cover the time period of January 1, 2015 until December 31, 2016. For review purposes a table has been prepared to document past fuel cost.

Time Period	Average Cost per Gallon
2012	\$3.38
2013	\$3.52
2014	\$3.45

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on September 2, 2014. A total of three (3) bids were received by the September 23, 2014 deadline.

FINANCIAL IMPACT: Fleet Management budgets and pays for fuel and charges back the individual City departments and outside entities on a monthly basis. This memo is for fuel purchases which will occur under the FY 2016 Budget. For Stakeholders, this will be budgeted under Fleet Management - Gas & Diesel Fuel (10016310 - 71070). The FY 2015 Budget for this account can be located in the Budget Book titled "Budget Overview & General Fund" on page 368.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Motion: That the bids for Gasoline and Diesel Fuel be rejected and the brief be reissued.

Motion: _____ Seconded by: _____

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



FOR COUNCIL: October 13, 2014

SUBJECT: Change Order #1 for the 2013 Street and Alley Repair Contract

RECOMMENDATION/MOTION: Recommend that Change Order #1 to the 2013 Street and Alley Repair Contract, with Rowe Construction Company be approved, in the net amount of \$36,067.82, and the Resolution adopted. The change order is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: The Street and Alley Repair Contract is used to repair and resurface local streets, trails and in some cases City parking lots. The 2013 contract also included street resurfacing for Davis Lodge Rd., Parkview Ln. and the maintenance shed lot area at Lake Bloomington, as well as Fire Station No. 3 parking lot resurfacing and pavement patching.

During resurfacing of the streets and lot at Lake Bloomington it was determined that additional hot-mix asphalt was required to provide an adequate pavement structure, as well as to address existing surface drainage issues. This issue was discussed with Water Department's Lake Bloomington staff prior to the work and determination that a Change Order would be prepared to accommodate the additional effort required.

During pavement patching operations at Fire Station No. 3, it was determined that the soils underneath the entrance off of Empire St. were very poor. The condition of the existing soils required the pavement to be undercut and repaired so that the pavement patch did not fail prematurely.

The 2013 Street and Alley Repair Contract included work that was performed during the 2013 construction season. The contract remained open into the spring 2014 so that if needed, it could be utilized to perform additional work prior to May 2014 when the FY 2015 budget was adopted. Final quantities were determined and agreed upon with the contractor during the summer 2014. This change order accounts for the additional work performed and is required in order to pay the contractor for their efforts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph and a pre-bid meeting was held at 10:00 a.m. on June 5, 2013 in the Public Works Department's Conference Room. Rowe Construction Company has agreed to final quantities and this change order will allow the contract to be closed.

FINANCIAL IMPACT: The change order will be paid out of 40100100 - 72520 Capital Improvement-Buildings (40100100 - 72520) for \$20,391.50 and Lake Maintenance - Street Construction & Improvements (50100140 - 72530) by \$15,855.26. The Capital Improvement - Street Construction & Improvements (40100100 - 72530) will decrease by \$178.94.

40100100-72530 General Fund Streets

Original Contract	\$1,000,000.00
Work completed	999,821.06
Remaining Balance	178.94
Change Order #1	(178.94)

40100100-72520 Fire Department

Original Contract	\$150,000.00
Work completed	170,391.50
Remaining balance	(20,291.50)
Change Order #1	20,291.50

50100140-72530 Water Department Lake Bloomington Streets

Original Contract	\$150,000.00
Work completed	165,855.26
Remaining balance	(15,855.26)
Change Order #1	15,855.26

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Motion: That Change Order #1 to the 2013 Street and Alley Repair Contract, with Rowe Construction Company be approved, in the net amount of \$36,067.82, and the Resolution adopted. The change order is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2014 -

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$36,067.82 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND ROWE CONSTRUCTION CO.**

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction Co.; and

WHEREAS, for the reasons set forth in a staff report dated October 13, 2014 it was necessary to use additional hot-mix asphalt at Lake Bloomington and additional pavement work at Fire Station #3; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the October 13, 2014 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$36,067.82 in the contract between the City of Bloomington and Rowe Construction Co., be approved.

ADOPTED this 13th day of October, 2014.

APPROVED this ____ day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: October 13, 2014

SUBJECT: Sale of Community Development Block Grant (CDBG) Owned Property – 1203 N. Clinton

RECOMMENDATION/MOTION: Recommend that the sale of 1203 N. Clinton to Rev. Jennifer Edwards Bertrand be approved in the amount of \$24,501.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: 4e. Strong partnership with residents and neighborhood associations. Protection of property values.

BACKGROUND: The City, through its CDBG program, obtained ownership of 1203 N. Clinton in October 2013, in lieu of demolition. \$39,228 was expended for environmental testing, animal trapping, clean out of hoarded items, demolition, and clearance.

Housing and Urban Development (HUD) requires that CDBG owned property be disposed of within a short amount of time to ensure properties return to usefulness and to minimize costs associated with property maintenance. If selling CDBG acquired property, HUD requires that the property be sold for fair market value. An appraisal of \$22,000 was obtained in May 2014 for the vacant lot located at 1203 N. Clinton.

Normally, buildable lots obtained by CDBG are deeded to Habitat for Humanity for the construction of affordable housing. However, due to size of the homes in the area, Habitat would not be able to construct an affordable home that would be consistent with the size and design of those in the neighborhood.

The lone restriction states that proceeds be recorded as Program Income and used for eligible activities. These funds will probably be directed to a housing rehab project or another demolition project.

On Friday, September 5, 2014, one bid was received in the amount of \$24,501 from Rev. Jennifer Edwards Bertrand, 1201 N. Clinton Blvd. As required, proof of funds was also provided. The buyer intends to utilize the property as additional green space for her family. Legal has prepared a contract for sale, which is attached for your review.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Habitat for Humanity; local builders/developers; neighbors; and Lot for Sale Ad in the Pantagraph from August 23 – 29, 2014.

Prior to demolition, City staff met with and conducted a walk-through of the property with Steve Park, builder/developer. The property's disposition was discussed with Habitat for Humanity;

Andy Streenz, who is affiliated with the Old House Society prior to demolition. Amelia Buragas, 23 Whites Pl., expressed an interest in the property. In addition, Matt Edwards, former owner of 1201 N. Clinton St. and Rev. Bertrand, current owner of 1201 N. Clinton, had expressed interest. The property owner to the north, 1205 N. Clinton was also informed prior to, during and after demolition. Residents within a two to four (2 – 4) block radius were notified prior to demolition.

FINANCIAL IMPACT: The sale of the property will provide reimbursement of CDBG funds expended for demolition and property maintenance. The revenue will be recorded in Community Development Administration-Sale of Property (22402410 – 57110 - 50000). The sale of the property was not budgeted in FY 2015 Budget. For stakeholders the FY 2015 CDBG Budget can be located in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” beginning on page 30.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Division Mngr. - Code Enforcement

Reviewed by: Tom Dabareiner, Director of Community Development
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Purchase Agreement
Attachment 2. Bid Offer by Rev. Jennifer Edwards Bertrand
Attachment 3. Map
Attachment 4. Notice

Motion: That the sale of 1203 N. Clinton to Rev. Jennifer Edwards Bertrand be approved in the amount of \$24,501.

Motion: _____ Seconded by: _____

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

AGREEMENT TO PURCHASE

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the "Seller") and RYAN BERTRAND and JENNIFER EDWARDS BERTRAND, whose mailing address is 1201 N. Clinton Boulevard, Bloomington, Illinois 61701 (the "Buyer").

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, all of Seller's rights, title and interest in the real estate located at 1203 North Clinton Boulevard, Bloomington, Illinois, 61701 and legally described on Exhibit A attached hereto (the "Property"), together with all easements, rights of way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of the Property.

Section 1. Price and Terms.

The purchase price shall be Twenty-Four Thousand, Five Hundred and One Dollars (\$24,501.00), due and payable from Buyer to Seller at closing.

Section 2. Method of Payment.

Buyer shall pay the purchase price in cash, cashier's check, certified funds or the equivalent on or before the _____ day of _____, 2014, and on receipt of deed.

Section 3. Closing.

This Agreement shall be closed on or before the _____ day of _____, 2014. Seller shall surrender possession of the Property to Buyer at closing. Prior to closing, Seller agrees that Buyer and Buyer's agents or representatives shall have the right to enter upon the Property during normal business hours for the purpose of inspecting the Property.

Section 4. Conveyance.

At closing Seller shall convey and transfer the Property to Buyer by warranty deed. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

Section 5. Performance.

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 6. Taxes.

Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall

be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

Section 7. Risk of Loss.

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

Section 8. Seller's Representations, Warranties and Covenants.

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

A. Seller is the sole owner of the Property and has full right and authority to transfer such title to Buyer.

B. Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.

C. There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

Section 9. Operations on the Property.

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

Section 10. Buyer's Representations and Warranties.

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

A. Buyer has the legal capacity to enter into this Agreement.

B. There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement.

Section 11. Brokers.

Seller represents and warrants to Buyer that they have not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby.

Section 12. General Conditions and Stipulations.

(a) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

(b) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service thereof.

(c) This Agreement contains all the terms and conditions agreed upon by parties hereof, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

(f) This Agreement is contingent upon approval by the Bloomington City Council.

Section 13. Attorney's Fees and Expenses.

Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this _____ day of October, 2014.

SELLER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: _____
Tari Renner, Mayor

Attest: _____
Tracey Covert, City Clerk

BUYER:

RYAN BERTRAND and JENNIFER EDWARDS BERTRAND

By: _____
Ryan Bertrand

By: _____
Jennifer Edwards Bertrand

Attest: _____
Name

EXHIBIT A

LEGAL DESCRIPTION

Lot 67 in White Place Addition to the City of Bloomington, in McLean County, Illinois.

PIN: 14 – 33 - 480 - 006

Rev. Jennifer Edwards Bertrand
1201 N. Clinton Blvd.
Bloomington, IL 61701
309.530.0800

September 4, 2014

City of Bloomington
109 E. Olive
Bloomington, IL 61701

Dear City of Bloomington:

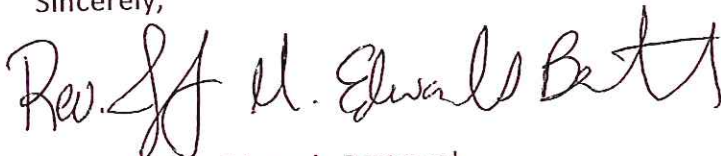
I am writing to submit a bid for the open lot 1203 N. Clinton Blvd, Bloomington, IL 61701.

This lot is adjacent to my home, 1201 N. Clinton Blvd., Bloomington, IL 61701. My husband, Ryan, and I are very interested to acquire this piece of land to expand the green space of our property, and have more space for children to play.

We are submitting a bid of **\$24,501**.

If a bid is received higher than our bid, we would appreciate the opportunity to have a conversation with that bidder. As the adjacent property we have a vested interest and excitement for this particular property.

Sincerely,

A handwritten signature in black ink, appearing to read "Rev. J. Edwards Bertrand". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Rev. Jennifer Edwards Bertrand



September 3, 2014

Ryan Bertrand and Jennie Edwards Bertrand

Dear Ryan and Jennie,

It is a pleasure to notify you that Marine Bank has pre-qualified your application for a mortgage loan based on the following:

SALES PRICE: \$30,000

Address: TBD

*** It is important to note that the interest rate used for pre-qualifying is not locked and is subject to market change.**

This pre-qualification is subject to receipt and review of the following items:

1. Executed Contract to Purchase.
2. Satisfactory appraisal subject to Conventional/FHLB financing approval.
3. Satisfactory appropriate inspections (termite, septic, structural, and well, if applicable).
4. Satisfactory title commitment.
5. Receipt of homeowner's insurance with one year paid receipt.
6. Verification of assets proving where the down payment is coming from.

This pre-qualification is issued in reliance upon the truth and accuracy of all financial information and other representations of facts contained in your application and supporting documentation or in any way furnished to us by you or on your behalf. All documentation may not have been received/verified in the rendering of this opinion. In the event of any change in your credit status, employment, income, reserves or collateral, Marine Bank reserves the right to modify or withdraw this pre-qualification without any liability for doing so.

If you have any questions, please call me at 309-268-9111.

Thank you for choosing Marine Bank for your mortgage needs.

Sincerely,

Scott Dillon
Mortgage Lender/V.P.



SITE SKETCH

RESIDENTIAL LOT OFFERED FOR SALE BY THE CITY OF BLOOMINGTON

1203 N. Clinton, Bloomington

Zoned: R1-C; **Recent Appraisal / Minimum Bid of \$22,000**

All sealed bids are due to the City Clerk's Office, 109 E. Olive Street by **Noon, Friday, September 5, 2014.**
Please include **Buyer's Name, Address, Phone Number, Bid Amount and Proof of Funds.** Sale to the highest bidder, pending City Council approval

Call Sharon Walker @ 434-2342 for more information.



FOR COUNCIL: October 13, 2014

SUBJECT: Intergovernmental Agreement with District 87 for Providing Salt for 2014/2015 Winter Season at a Cost of \$61.01 per Ton

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

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

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

BACKGROUND: The City purchases salt every year for its snow operations through the State of Illinois contract. In the past, the City has sold a small amount of salt to District 87 to supplement their snow operations. In an effort to assist our local school district, staff has negotiated an agreement this year to provide District 87 with a small amount of salt. The amount of salt covered under the agreement is 2.8% of the normal amount used in any given year and should not affect the quality of snow operations that the citizens are used to receiving.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: District 87.

FINANCIAL IMPACT: The City will charge District 87 at a cost of \$61.01 per ton which is comprised of the raw material cost of \$56.01 per ton in addition to overhead costs which includes storage, hauling and loading fee of \$5.00 per ton. This revenue was appropriated in the FY 2015 Budget in Snow & Ice – Other Miscellaneous Revenue account (10016124 - 57990). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 350.

Respectfully submitted for Council consideration.

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

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

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Intergovernmental Agreement

Motion: That the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**Intergovernmental Agreement
Between the City of Bloomington and
Bloomington Public Schools, District 87**

In order to better conserve taxpayer dollars, the City of Bloomington (hereafter "City") and Bloomington Public Schools, District 87 (hereafter "District 87") hereby enter into the following agreement regarding road salt from the date of its execution through April 30, 2015.

1. The City store and load the salt from its 502 South East Street salt storage facility. District 87 will provide the transportation from this salt storage facility.
2. The City of Bloomington would prefer, but does not require, that the total salt distribution be taken by District 87 at one time. Loading of the salt will need to be arranged by District 87 with the City a minimum of 48 hours prior to the date of request. The City reserves the right to deny the timeline of pickup given based upon daily operations of the City.
3. The salt will be paid for by District 87 at a cost of \$61.01 per ton (this cost includes the raw material cost of \$56.01 per ton plus a storage, handling and loading fee of \$5 per ton).
4. The amount of salt provided to District 87 shall not exceed 250 tons prior to April 30, 2015.
5. This agreement shall be effective as of the date it is passed by the final party to do so.

Passed this _____ day of October, 2014.

Tari Renner, Mayor
City of Bloomington

ATTEST:

Tracey Covert
City Clerk

Passed this _____ day of _____, 2014

Michael Harrison, Board President
Bloomington Public Schools, District 87



FOR COUNCIL: October 13, 2014

SUBJECT: Professional Engineering Services Agreement with Farnsworth Group for the Design of Relocating the Two (2) Twenty-four Inch (24") Water Transmission Mains at the Main St. Bridge in the Town of Normal and a Study of Lining the Cast Iron Twenty-four Inch (24") Transmission Main.

RECOMMENDATION/MOTION: Recommend that the Agreement with the Farnsworth Group for the design to relocate the two (2) twenty-four inch (24") transmission mains at the Main St. Bridge crossing and a study for lining the cast iron transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The Illinois Department of Transportation (IDOT) is replacing the Main St. Bridge that crosses Sugar Creek in the Town of Normal. The City has two (2) twenty-four inch (24") transmission mains that are located under the bridge. With the bridge replacement the City has to relocate these two (2) mains. The mains will need to be relocated before IDOT can start the bridge work in the spring 2015. These transmission mains provide water from the Fort Jesse pump station to the underground storage reservoirs at the Division St. pump station.

In addition, the contract with Farnsworth Group will provide a study of lining the cast iron transmission main that is located in the Town of Normal. The cast iron transmission main was constructed in 1929. Over the years, City staff has made numerous repairs on the joints of the pipe where they are failing. Staff recommends having the study done to see if it would be economically feasible to have the transmission main lined, which would diminish, if not eliminate, the need to repair any further joints or cracks.

Proposals were received from five (5) companies in reference to Request for Proposal (RFP #2015 – 24). Below is the RFP breakdown:

Company Name	City, State	Proposal Price	Water Main Lining	Alternate
Baxter & Woodman	Crystal Lake, IL	\$21,100.00	\$27,400.00	\$20,500.00 (add)
Clark Dietz	Champaign, IL	\$26,800.00	\$9,200.00	\$14,900.00 (add)
CMT	Springfield, IL	\$24,375.00	\$17,200.00	\$23,735.00 (add)
Farnsworth	Bloomington, IL	\$9,700.00	\$8,500.00	\$9,700.00 (add)
HRGreen	Evanston, IL	\$582,000.00	Included	Included

Accordingly staff recommends Farnsworth Group Inc. be selected as the firm best able to perform the design work on both the relocation and lining study.

Under the proposed professional engineering services agreement, the selected engineering firm will be performing analysis, completing studies and preparing design plans and specifications. If required, an amendment to the agreement for this future work will be created and submitted to Council for approval at that time. This phased approach allows staff to determine work load at the time of construction and more accurately determine outside assistance requirements. The contract amount included in the Professional Engineering Services Contract will be a not to exceed amount. The final overall rates and fees proposed by Farnsworth Group, Inc. are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT and the Town of Normal.

FINANCIAL IMPACT: The funds are budgeted in the Water Transmission & Distribution - Engineering Services (50100120 - 70050) FY 2015 Budget. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 137.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



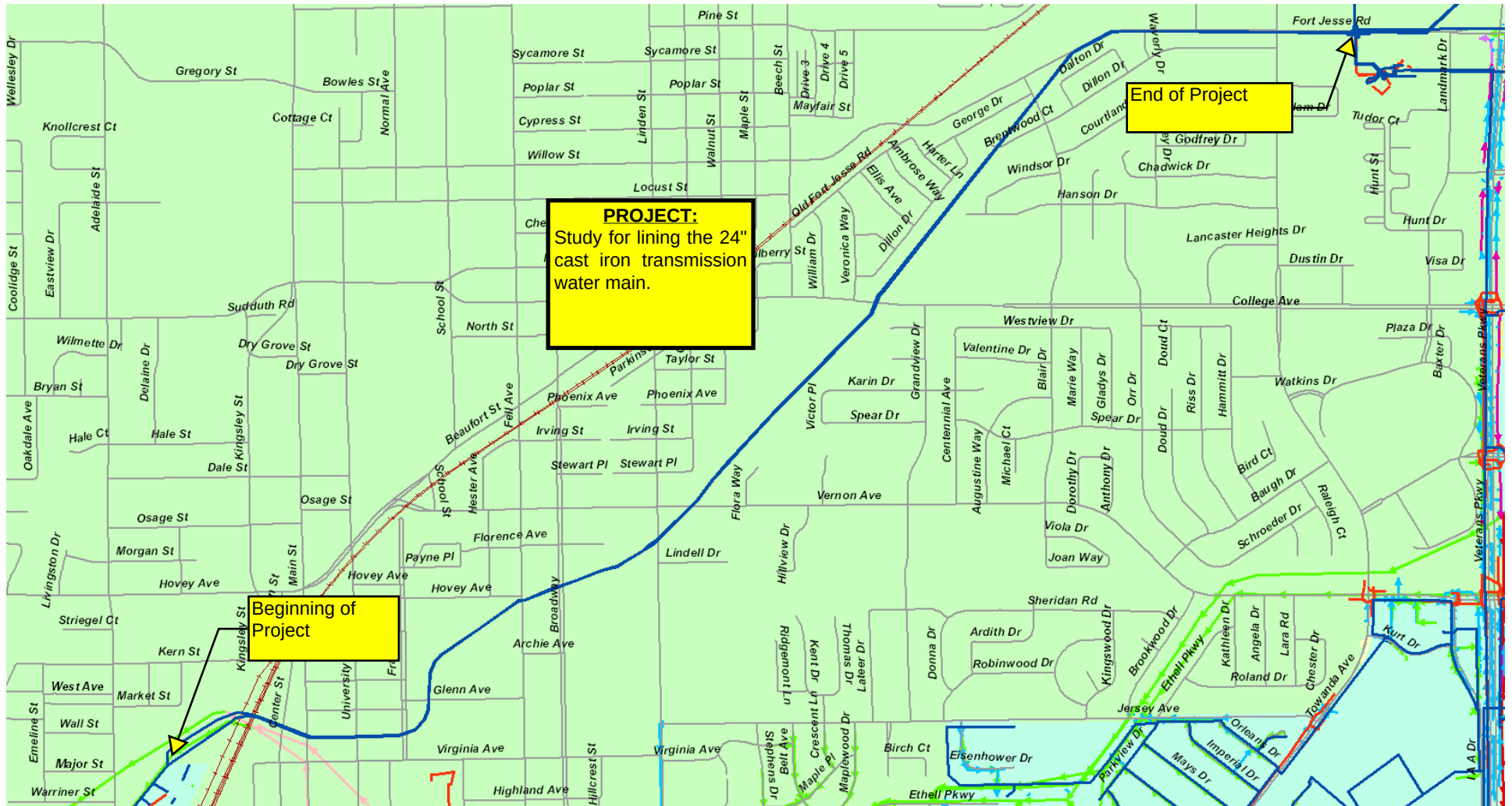
David A. Hales
City Manager

Attachments: Attachment 1. Contract
Attachment 2. Map

Motion: That the Agreement with Farnsworth Group for the design to relocate the two (2) twenty-four inch (24") transmission mains at the Main St. Bridge crossing and a study for lining the cast iron transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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





Harris St

Center St

CITY PROJECT:
Relocate two 24"
transmission water mains
for the bridge
replacement project

Main St

IDOT Main St. bridge
replacement project

1219 S. Main
Monicals pizza

Virginia Ave

University St



FOR COUNCIL: October 13, 2014

SUBJECT: Application of Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that a GPBS liquor license for Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be approved contingent upon compliance with all health safety codes with the following condition: 1.) the Emergency Contact Sheet be amended to include an individual who resides in McLean County.

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk; and Will Sanders, General Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Will Sanders, General Manager and Applicant's representative, addressed the Commission. He noted that Pilot had held a liquor license at this location in the past. Pilot currently offered video gaming. The application was for packaged beer and wine only.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He cited Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License – Findings, (14), which addressed video gaming. He noted that Pilot was a truck stop. A truck stop qualified under state law for a video gaming license. He noted that Pilot had held a liquor license, (packaged beer and wine only), in the past.

Commissioner Tompkins expressed his belief that a business needed a liquor license to qualified for a video gaming license under state law. Tracey Covert, City Clerk, added that truck stops were cited in state law as being eligible for video gaming.

Commissioner Jordan recalled that Pilot had held a liquor license.

Mr. Sanders believed that there was a point in time when a business could not have both, (video gaming and liquor license).

Commissioner Tompkins noted that the Emergency Contact Sheet should list someone who resided within McLean County. Mr. Sanders stated that Pilot would provide same.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a GPBS liquor license for Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be approved contingent upon compliance with all health safety codes with the following condition: 1.) the Emergency Contact Sheet be amended to include an individual who resides in McLean County.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on September 2, 2014 in accordance with City Code. In accordance with City Code, approximately forty-nine (49) courtesy copies of the Public Notice were mailed on August 29, 2014. In addition, the Agenda for the September 9, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for a GBPS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That a GPBS liquor license for Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be approved contingent upon compliance with all health safety codes with the following condition: 1.) the Emergency Contact Sheet be amended to include an individual who resides in McLean County

Motion: _____ Seconded by: _____

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

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: October 13, 2014

SUBJECT: Application of A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City

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

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

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief and Tracey Covert, City Clerk; and Sukhwinder Kaur, owner/operator and Applicant's representative; and Mac Arnold, Applicant's attorney.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Mac Arnold, Applicant's attorney, addressed the Commission. He stated that the plan was to renovate the property. A professional plan would be provided by an engineering firm after the City's approval of this application. This plan would include the HVAC, (Heating, Ventilating and Air Conditioning), systems, etc. He noted that there was no grandfathering. He added that any action by the Commission would be contingent upon approvals by the City's PACE, (Planning and Code Enforcement), Department. His client was willing to invest in this property. She currently resided in Morton, IL but planned to relocate to the City. The current liquor license at this location was a TAPS, (Tavern, All types of alcohol, Packaged, Sunday sales). At the current Pub I, the liquor store was on the left and the tavern was on the right. Pub I would become a convenience store. It would fill a niche.

He hoped that the Commission would consider this request prior to the building improvements. His client was not interested in single serve sales. Pub I was located in the former Boylan's candy building. The building would be brought up to code. His client had experience. She had

been a prime operator who had recently sold a store located in Creve Coeur, IL. She was a successful business woman who had financial backers. She also had liquor sales experience.

Commissioner Jordan restated that there would be no single serve sales.

Mr. Arnold believed that his client should address this question. He restated that Pub I currently offered single serve sales. Pub I had been in business for forty-two (42) years. He raised the issue of fairness. He noted that the Commission had not expressed any concerns regarding the existing tavern.

Commissioner Tompkins questioned the applicant's liquor sales history/experience.

Sukhwinder Kaur, owner/operator and Applicant's representative, addressed the Council. She planned to offer fresh food, (i.e. produce), to the neighborhood.

Commissioner Jordan questioned the West Market St. Grocery located at 301 W. Market St., Unit B. Tracey Covert, City Clerk, addressed the Commission. West Market St. Grocery could not offer single serve items for sale. This condition was established by the property owner.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He questioned the applicant's liquor sales history.

Ms. Kaur did not have any violations. She had held a liquor license since the early 2000 at three (3) different establishments. She had been the manager/owner of these businesses. She added that she had financial partners.

Commissioner Tompkins questioned if Ms. Kaur was familiar with the City's liquor code. Ms. Kaur responded affirmatively.

Dennis Arnold, 504 N. Lee St., addressed the Commission. He currently served at the Gridley, Allin, & Prickett's, (GAP), Neighborhood Association's President. His home was contiguous with the Pub I. He noted Pub I's continuous ownership. He described a tavern as a control premise, only those twenty-one (21) and older were allowed. He expressed his concern regarding a packaged liquor license. He cited single serve sales, loitering by pedestrians, etc.

Commissioner Renner noted Mr. Arnold's preference for a tavern over a convenience store.

Mr. D. Arnold stated that no single serve sales were allowed in the area. He cited a level playing field. The Bloomington Normal Economic Development Council had labeled the neighborhood as an under served area. He requested that the Commission and Council's actions be consistent to benefit the neighborhood. He noted the claim that single serve items had been offered for sale during the last forty-two (42) years. He believed that single serve sales had ceased approximately seven (7) years ago. He restated his concern regarding single serve sales.

Commissioner Jordan questioned if the GAP's Neighborhood Association planned to present the City with a petition.

Mr. D. Arnold noted the history of liquor license applications/proposals. He had lived in the neighborhood for thirty-two (32) years. The GAP Neighborhood Association would meet on Thursday, September 11, 2014.

Commissioner Tompkins noted that there was a tavern located next door to Mr. Arnold.

Commissioner Jordan expressed his interest in the neighborhood's thoughts regarding this application. Mr. D. Arnold recalled the past history.

Commissioner Jordan noted that the Applicant had agreed that there would not be any single serve sales. Mr. M. Arnold responded affirmatively.

Mr. D. Arnold restated that the tavern owner had control over the premises. Convenient stores were different. He believed that the neighborhood would welcome a retail outlet that offered fresh produce. The neighborhood had welcomed. West Market St. Grocery located at 301 W. Market St., Unit B.

Cindy Arnold, 504 N. Lee St., addressed the Commission. She stated that John Rokos, owner/operator and License holder for Pub I, had been a good neighbor. A convenient store would offer a variety of items for sale. This would draw a mixture of people. There would be loitering in the parking lot. The area was not underserved in the area of liquor sales. The area did not need single serve sales. There were a number of community social service organizations in the neighborhood. There also was a school bus stop. She welcomed the sale of fresh produce. She requested that the Commission verify the conditions placed on West Market St. Grocery. *(Existing conditions: 1.) sale of packaged beer and wine would be limited to nothing smaller than a six (6) pack of beer and 750ml bottle of wine and 2.) no alcohol sales permitted before 9:00 a.m. on Monday through Friday.)*

Bruce Meeks, 1402 Wright St., addressed the Commission. He believed that the Commission lacked information regarding the Applicant. He noted John Rokos', current license holder, dedication to the neighborhood. He supported Ms. Kaur's efforts to address the neighborhood's food desert status. Single serve sales were an issue. These items provided the best profit margins. This application did not include a floor plan. He expressed his appreciation for the Applicant's interest in the neighborhood. He was not opposed to this application.

Commissioner Tompkins noted that all single serve sales were not equal, (i.e. cold single serve). He cited the neighborhood's concerns.

Commissioner Renner cited the investment needed in this property. The Commission could place conditions upon this application.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video

surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on September 2, 2014 in accordance with City Code. In accordance with City Code, approximately 193 courtesy copies of the Public Notice were mailed on August 29, 2014. In addition, the Agenda for the September 9, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: Annual fee for a PAS liquor license is \$1,410. Currently, there is a TAPS liquor license at this address with an annual fee of \$2,210. Net loss revenue of \$800

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City.

Motion: _____ Seconded by: _____

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

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: October 15, 2014

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 11, Block 0 of Camp Peoria Point, from Herman Schoening III and Fred Schoening to Douglas Biever and Julia Baller-Biever

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

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

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

BACKGROUND: The sewage disposal system inspection was completed in August 2014. Both septic tanks were pumped at the time of inspection, and should be checked regularly. New pump and alarm systems have been installed. The seepage field is slightly undersized by current McLean County Health Department (MCHD) standards. The age of the sewage disposal system is over forty-three (43) years. The MCHD estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (20 - 25) years. However, this can be affected greatly by usage patterns of the premises, (seasonal versus full time occupancy), and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease fee. With this transfer, the lake lease formula will generate about \$607.84 per year in lease income under Lake Maintenance - Lease Income (50100140 – 57590). Stakeholders can find this in the FY 2015 Budget Book titled “Other Funds and Capital Improvement Program” on page 146.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

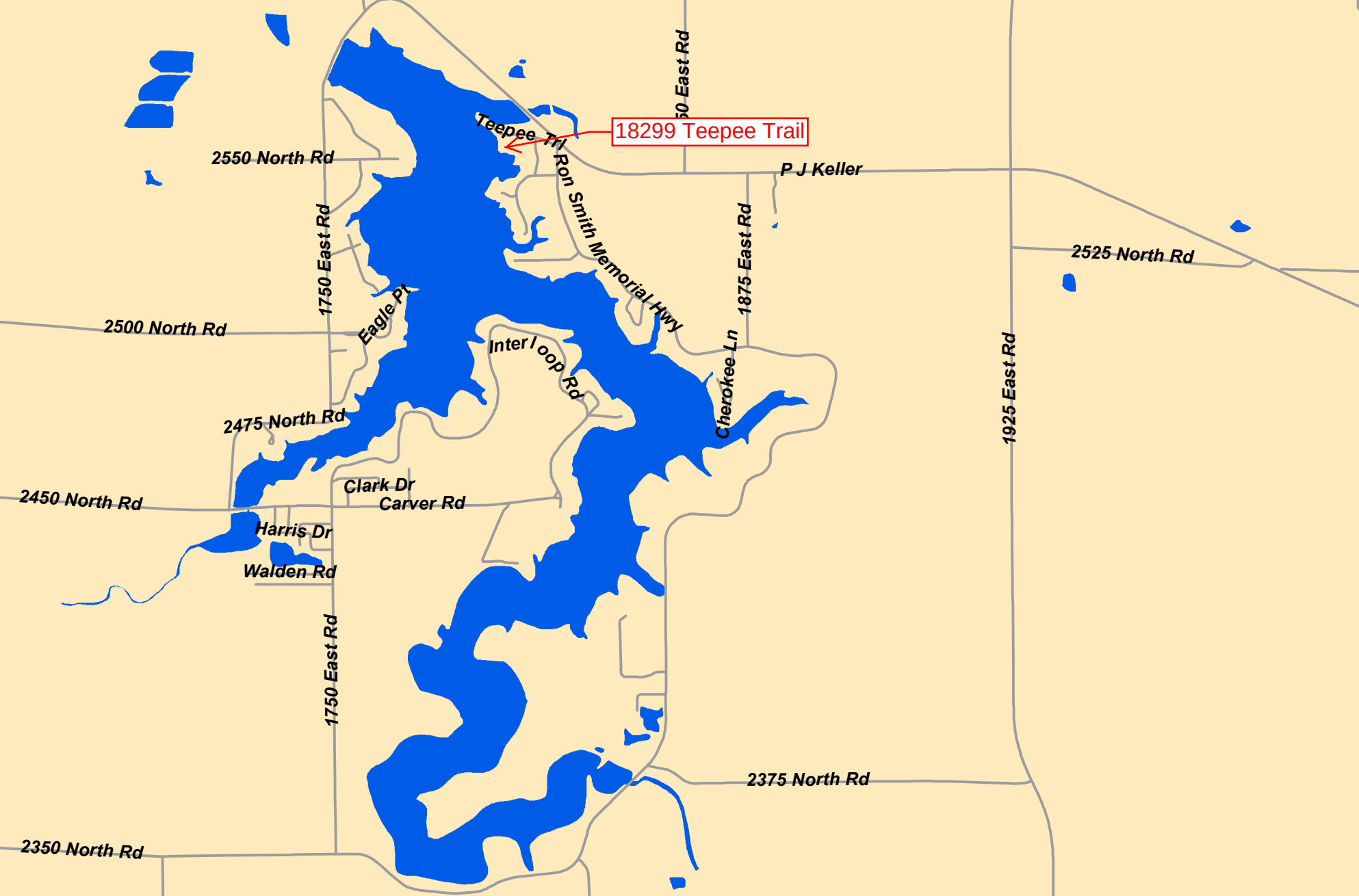
David A. Hales
City Manager

Attachments: Attachment 1. Maps

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

Motion: _____ Seconded by: _____

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





Teepee Trl

18273

18277

18287

18299

18319

25890

25814

18299 Teepee Trail
Lot: 11
Block: 0
Camp: Peoria Pointe



FOR COUNCIL: October 13, 2014

SUBJECT: Review of the Petition Submitted by the City of Bloomington, a Municipal Corporation, Requesting Amendment of Chapter 44. Zoning, of the City Code, 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals and 3. Meetings, Hearing, Procedures and Rules, (Z – 07 – 14)

RECOMMENDATION/MOTION: Recommend that the Text Amendment be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy and Goal 1. Financially sound City providing quality basic services. Objective C, Engaged Residents That Are Well Informed and That Are Involved in an Open Governance Process

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses and Objective c. Engaged residents that are well informed and that are involved in an open governance process.

The text amendment has a provision which will enable a local snack food manufacturing company to grow and expand their facility at the present location which currently is prohibited in this zoning district. The amendment will also change the meeting time for the Zoning Board of Appeals, (ZBA), to enable more citizens to attend their public hearings and thus provide a more open governance process.

BACKGROUND: This text amendment has two (2) components, one (1) pertaining to manufacturing and the other addresses the meeting time of the ZBA. The first part relates to the Nestle Corporation which has a manufacturing facility on Beich Rd. and may be expanding their facility in the near future. The Zoning Ordinance currently prohibits this use in the M - 1, Restricted Manufacturing District. Therefore they cannot expand the manufacturing plant without an ordinance change. The amendment adds a line item entitled *Snack Food Manufacturing* to the *Table of Authorized Principal Uses*. It will make this type of manufacturing allowed in the M - 1 zone as well as the M - 2, General Manufacturing District.

The second part of the amendment proposes to change the meeting time for the ZBA from 3:00 to 4:00. The time change is intended to accommodate more citizens who might be unable to attend at the earlier time. The ZBA discussed the change and agreed that this time should be appropriate in that other boards or commissions meet at 4:00 p.m. In addition, there has not been complaints from citizens who attend or have an interest in attending those meetings.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on September 10, 2014. Staff spoke in this case and explained the amendment and how the current ordinance prohibits candy manufacturing in the M - 1 district. Other

communities in Illinois were highlighted. It was noted that the Town of Normal has the same provision as what was proposed. A representative from the Nestle Corporation spoke and stated that their products do not require heavy manufacturing. He did not want the M - 1 district to allow heavy industrial land uses. He added that Nestle may consider another type of product manufacturing at some point in the future. Staff also addressed the need to change the time of the ZBA meeting. No member of the public spoke in support of this item. No one addressed the Commission in opposition to either aspect of the amendment.

The Planning Commission discussed the amendment and whether an alternative approach to what was proposed by staff was more appropriate. The alternative instead of adding *Snack Food Manufacturing* to the *Table of Authorized Principal Uses* would merely change the land use named, *Food and Kindred Industries*, which is a provision currently in the *Table of Authorized Principal Uses*, but only allowed in the M - 2 district. This alternative would amend the code such that *Food and Kindred Industries* would be a permitted use in the M - 1 district as well the M - 2 district. The consensus was that this alternative approach could create issues because heavy food manufacturing or processing plants would be allowed in any M - 1 district throughout the City and could be incompatible with adjacent land uses. The Planning Commission agreed to accept and recommend the language as proposed by staff.

The Planning Commission agreed with the ZBA's thinking that the 4:00 p.m. time should be appropriate and noted that the Commission met at 4:00 p.m. There have not been complaints from citizens who wanted to attend but could not because of the meeting time. The Planning Commission voted to recommend approval of the text amendment by a vote of 7 - 1.

Based upon the need for expansion of snack food manufacturing and the adjustment in the meeting time for the ZBA, staff believes that the amendment is appropriate and therefore supports this request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. Courtesy copies of the Public Notice were mailed to fifteen (15) architectural and engineering firms.

FINANCIAL IMPACT: If the amendment is approved, there will be a significant increase in property tax revenue from the Nestle site after the facility's expansion.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance & legal description
Attachment 2. Draft Planning Commission Minutes
Attachment 3. Planning Commission Staff Reports
Attachment 4. Mailing labels

Motion: Recommend that the Text Amendment be approved and the Ordinance passed

Motion: _____ Seconded by: _____

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

State of Illinois)
)ss.
County of McLean)

Now comes the City of Bloomington, McLean County, Illinois, a municipal corporation hereinafter referred to as you petitioner respectfully representing and requesting as follows:

1. That the text of Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City Code, 1960 no longer contributes to the public welfare for the following reasons:
 - A. The ordinance does not provide for snack food manufacturing as a permitted use in the M-1, Restricted Manufacturing District.
 - B. The 3:00 meeting time for the Board of Zoning Appeals is often difficult for citizens to attend.
2. That your petitioner hereby requests that said Sections be amended as hereinafter proposed in Exhibits A.
3. That the approval of said amendment s will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code, 1960.
4. That the approval of said amendment s will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the City of Bloomington, McLean County, Illinois that is affected by the proposed text of said Sections.

WHEREFORE, your petitioner respectfully prays that this petition to amend Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules, of the Bloomington City Code, 1960 as stated herein be approved in the public interest.

By: Tom Dabareiner
Director of Community Development

ORDINANCE NO. 2014 - _____

**AN ORDINANCE TO AMMEND THE TEXT OF CHAPTER 44, SECTIONS 44.6-30
TABLE OF AUTHORIZED PRINCIPAL USES IN EACH ZONING DISTRICT AND
44.13 ADMINISTRATION AND ENFORCEMENT, E. BOARD OF ZONING APPEAL 3.
MEETING, HEARING, PROCEDURES AND RULES OF THE BLOOMINGTON CITY
CODE, 1960**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition praying for the amendment of Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City code, 1960; and

WHEREAS, the Bloomington Planning and Zoning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the text amendment prayed for in said Petition is in the public interest; and

WHEREAS, the City Council of said City has the power to pass this Ordinance to amend said Sections of Chapter 44 of the Bloomington City Code-1960.

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

1. That the Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City Code - 1960 shall and the same are hereby amended as hereinafter printed in Exhibit A.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13th day of October, 2014.

APPROVED this _____ day of October, 2014.

Mayor

ATTEST:

City Clerk

EXHIBIT A

- A. Amend Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District, by inserting alphabetically a new row in such table titled “Snack Food Manufacturing” under the grouping of Manufacturing Uses and in such row insert a “P” under the M-1 and the M-2 columns.
- B. Amend Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules, by replacing in paragraph (a), “3:00” with “4:00”.

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 10, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Cornell, Mr. Balmer, Mr. Pearson, Mr. Cain, Mr. Suess, Mr. Scritchlow, Mr. Wills, Mr. Protzman

MEMBERS ABSENT: Mr. Stanczak, Mr. Diamond

OTHERS PRESENT: Mr. Kevin Kothe, Director City Engineer
Mr. Frank Koehler, Interim Economic Development Coordinator
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the August 27, 2014 minutes. Mr. Suess moved to approve the August 27, 2014, minutes as written. Mr. Balmer seconded the motion which passed by a vote of 7-0 with following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Cain-yes; Mr. Pearson-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Suess-yes; Mr. Stanczak-absent; Mr. Diamond-absent; Mr. Wills-absent.

REGULAR AGENDA:

Z-07-14. Public hearing and review on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the Bloomington City Code, Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules.

Chairman Cain introduced the case. Mr. Woolard provided the staff report. Mr. Koehler stated Nestle Beich is a compliment to the city.

Chairman Cain opened the public hearing. He asked if anyone was in favor of the petition and Mr. Dan Barr, 2501 Beich Road stated Nestle has a large portfolio of products. Mr. Barr stated the snack food products do not require heavy manufacturing and he would not want the M-1 zone district to have land uses such as meat packing or slaughter houses. He also would not want to be limited to just snack foods as they may consider another type of product at some point.

Chairman Cain asked if there were any questions, comments, or if anyone who was in favor or opposition to the petition and no one spoke. He closed the public hearing.

There was discussion on the impacts of adding food and kindred industry as a permitted use in the M-1 zone and other food uses which do not require heavy manufacturing. The consensus was this addresses the immediate need but the long term needs should be addressed with a complete new zoning ordinance after the comprehensive plan is completed.

Mr. Pearson moved to approve the amended, tabled, text amendment to the authorized principal uses and the Board of Zoning Appeals 3:00 p.m. meeting time to 4:00 p.m. Mr. Balmer seconded the motion which passed by a vote of 7 to 1 with the following votes being cast on roll call: Mr. Scritchlow-no; Mr. Cornell-yes; Mr. Cain-yes; Mr. Pearson-yes; Mr. Protzman-yes; Mr. Balmer-yes; Mr. Suess-yes; Mr. Wills-yes; Mr. Diamond-absent; Mr. Stanczak-absent.

DRAFT

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, AUGUST 27, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Cornell, Mr. Balmer, Mr. Diamond, Mr. Pearson, Mr. Cain, Mr. Suess, Mr. Wills, Mr. Stanczak, Mr. Scritchlow, Mr. Protzman

OTHERS PRESENT: Mr. Tom Dabareiner, Director of Community Development
Vasudha Pinnamaraju, AICP, McLean County Regional Planning
Commission Executive Director
Mark Wooldard, City Planner

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Wooldard called the roll. A quorum was present.
Chairman Cain introduced John Protzman as the newest member.

PUBLIC COMMENT: Mr. Donny Herrin, 1504 Julie Dr, requested two questions be addressed when the change to the zoning code is discussed. He inquired why limits are necessary and the purpose of this.

NEW BUSINESS:

Z-07-14. Review on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the Bloomington City Code, Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules.

Chairman Cain introduced the case. Mr. Wooldard stated there are two components to the proposed amendment. The first component pertains to the manufacturing of candy or snack foods within the M-1 district. The Beich manufacturing plant is zoned M-1 which does not allow food manufacturing. Mr. Wooldard stated this and any other business which already exists within the M-1 district would not be allowed to expand. He said the proposed amendment is an effort to prepare for expansion. To merely make the food and kindred industries permitted in M-1 would allow heavy industry as well in all the M-1 zones with harsh impacts on neighboring properties. There was discussion on the types of food manufacturing, definitions, how the zoning change effects established businesses and the need to rewrite the code.

Mr. Wooldard stated the second part of the amendment is to move the meeting time for the Zoning Board of Appeals from 3:00 p.m. to 4:00 p.m. in order to accommodate the schedule of citizens who want to attend.

FOR PLANNING COMMISSION: August 27, 2014
Agenda item #5A
Prepared August 19, 2014

To: Bloomington Planning Commission
From: Staff

Subject: Z-07-14. Review on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the Bloomington City Code, Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules.

At this meeting we will review an ordinance amendment which has two components. First, I am proposing to add a line in the *Table of Authorized Principal Uses*, under *Manufacturing Uses* to provide for *Snack Food Manufacturing*. It will have a *P* for permitted use under the M-1 and the M-2 districts. This is intended to provide for the expansion of the Nestle plant. It is not clear as to why the candy plant has never been a permitted use but it may have something to do with the fact that it has existed for several decades. The proposed language is consistent with the Town of Normal and zoning provisions in other Illinois communities.

Secondly, I am proposing to change the meeting time for the Zoning Board of Appeals (ZBA) from 3:00 to 4:00. This will be discussed at the next ZBA meeting and more information may be forthcoming. The time change is intended to be able to accommodate more citizens who are unable to attend the earlier time.

A public hearing has not been set up yet for this meeting yet staff still desires any feedback that you may have before the formal amendment is presented for your review.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission take no action but continue the review at the next regular meeting for the amendment to the Zoning Ordinance in Case Z-07-14.

Respectfully submitted,

Mark Woolard
City Planner

To: Bloomington Planning Commission
From: Staff

Subject: Z-07-14. Review and Public Hearing on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the Bloomington City Code, Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules.

The following is a description of the M-1, Restricted Manufacturing District taken from the Zoning Ordinance:

A. Intent. The intent of this M-1 Restricted Manufacturing District is to provide for industrial uses with an absence of objectionable external effects in areas that are suitable for this type of development by reason of topography, relative location, and adequate utility and transportation systems. Compatibility with surrounding districts is further assured by limiting development to low industrial densities. Just as industrial uses are excluded from residential areas to promote public health, safety, and welfare, so are residential subdivision developments excluded from this district. (Ordinance No. 2006-137)

The following is a description of the M-2, General Manufacturing District taken from the Zoning Ordinance:

A. Intent. The intent of this M-2 General Manufacturing District is to provide for the more intense types of industrial and manufacturing uses which generally exhibit higher levels of objectionable external effects. This district should not be located adjacent to residential districts, and its contiguity to commercial and business areas should, wherever possible, be avoided. Uses permitted in this district will provide for those basic industries needed to expand employment opportunities within the City. (Ordinance No. 2006-137)

Food and Kindred Industries is not defined in the Zoning Ordinance and thus any type of food manufacturing or processing would be permitted with this classification if it becomes a permitted use in M-1. Examples of such are slaughter houses, canning, grain, fats and oils, poultry, dairy, meat packing and other raw animal and food processing plants. These types of facilities may have open yards, odors, noise, rail yards and other features associated with heavy industrial land uses.

At your last meeting we discussed the merits of allowing food and kindred industries as a permitted use in the M-1 districts verses creating a new line item in the Table of Authorized Uses, namely, Snack Food Manufacturing. Staff discussed how the nature of snack or candy manufacturing seems less likely to create nuisances for neighboring properties than the potentially heavy or more intense uses allowed under the food and kindred classifications. This

is mainly because of the existing M-1 locations throughout the city. By merely allowing the food and kindred manufacturing in the M-1 zones does not mean every heavy industrial use will now be allowed in the M-1 however it is prudent to at least be aware of various sites and what is around them. There are approximately 40 existing M-1 districts throughout the city. Many of these are adjacent to a variety of other land uses including many are residential properties. They can be relatively newly annexed or developed sites or very old sites that have been in the city for decades. Some are vacant or underutilized and the owners are actively seeking redevelopment uses. They can be several acres like the old rail yard site on the west side or small sites such as the site north of East Empire adjacent to the Constitution Trail and the White Place Subdivision.

For your reference, I have included below some excerpts from other communities as follows:

Normal: M-1, Restricted Manufacturing District. Permitted: Snack Food Manufacture
M-2, General Manufacturing District. Permitted: Agriculture Products and Storage, Snack Food Manufacture

Champaign I-1 Light Industrial District. Permitted: Light Manufacturing
I-2 Heavy Industrial District. Permitted: Light Manufacturing, Heavy Manufacturing

Lincoln: I-1 Light Industrial. Permitted: Uses of a light manufacturing nature, free from any objectionable odors, fumes, dirt, vibration or noise detectable at the lot line. Such uses shall not be established without an application for a permit which shall be accompanied by a certification by a registered engineer or architect indicating that every reasonable provision will be taken to eliminate or minimize gas fumes, odors, dirt, vibration or noise.

I-2 Heavy Industrial. Permitted: All uses not otherwise prohibited by law, except as provided in 11-6-3(B).

Washington I-1 Light Manufacturing: Permitted: Light manufacturing, fabricating, assembling, packaging, repairing, servicing, and processing of material, goods and products provided entirely within enclosed buildings.

I-2 Heavy Manufacturing. (1) The uses permitted in this District generally include those manufacturing and industrial activities which cannot be operated economically without creating some conditions which may be objectionable or obnoxious to the occupants of adjoining properties and for that reason must be grouped in areas where similar industrial uses are located, or where permitted uses will be best located in accordance with the Comprehensive Plan of the city, which is designed to protect the welfare of the community. Therefore, the following uses are hereby permitted; provided, that full compliance with the performance standards hereinafter set forth shall be established and constantly maintained, and provided further that all such uses shall be on a minimum lot size of one (1) acre.

(2) Manufacturing, fabricating, assembly, and processing of materials, articles, and products which are prohibited in I-1 District but which are not prohibited by the performance standards herein established for I-2 District, and which are not otherwise prohibited or restricted.

(3) Any use which may be allowed in I-1 District as a special use, except no residential use shall be permitted in I-2 District.

(4) Any manufacturing, processing, and treatment of materials and goods and products which require the use of large quantities of water, produce large quantities of waste material of which involve the disposal, into public sewers or otherwise of any quantities of toxic, noxious, corrosive, or explosive.

(5) Flour or grain mills.

(6) Processing of animal and vegetable products such as tanneries, distilleries, breweries, slaughterhouses, rendering plants, glue, soap, paint and varnish manufacturers, wool and textile scouring, sizing, bleaching, and dyeing.

Allowed with Special Use - Incineration, reduction, storage, or dumping of slaughter-house refuse, rancid fats, dead animals, or offal

Given the intent and potential land uses in the M-1 and M-2 zones staff feels the most appropriate action is to create a new line for snack food manufacturing in the table of authorized uses but allow it as a permitted use in both zoning districts.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion to recommend to the City Council approval of the amendment to the Zoning Ordinance in Case Z-07-14.

Respectfully submitted,

Mark Woolard
City Planner

Young Architects
211 Prospect Rd
Bloomington IL 61704

BLDD Architects
115 W Jefferson St
Bloomington IL 61701

Farnsworth Group
2709 McGraw Dr
Bloomington IL 61704

Middleton Associates Inc
1702 W College Ave
Ste E
Normal IL 61761

Hocker Architect
8 Lake Trail Rd
Bloomington IL 61701

Felmley Dickerson
803 E Lafayette
Bloomington IL 61701

Shive Hattery Inc.
2103 Eastland Dr
Bloomington IL 61704

Pearson Design Group LLC
14 Hearthstone Ct
Bloomington IL 61704

Lewis, Yockey & Brown
505 N Main St
Bloomington IL 61701

Edwards Architect
2416 E Washington St C3
Bloomington IL 61704

Francois Associates Architects
118 W Washington St
Bloomington IL 61701

Rex Sitzler, AIA
9 Mary Ellen Way
Bloomington IL 61701

PJ Hoerr Inc
117 Merle Lane
Normal IL 61761

Gary Bonnell
16205 N 3300 E Rd
Colfax IL 61728

Kelly Sanner
6715 Wolfcreek Rd
Riverton IL 62561

ZONING CODE

April 23, 2007

44.6-30

7. MANUFACTURING USES		P = PERMITTED USE																							
ZONING DISTRICTS →		A	R1A	R1B	R1C	R1H	R2	R3A	R3B	R4	S-1	S-2	S-3	S-4	S-5	C-1	C-2	C-3	B-1	B-2	B-3	M-1	M-2	W-1	
Apparel, Fabrics, Leather Industries																						P	P		
Asphaltic Concrete Plants																							S		
Chemicals and Allied Industries																							P		
Fabricated Metal Industries																						P	P		
Food and Kindred Industries																							P		
Furniture and Fixtures Industries																						P	P		
Lumber and Wood Industries																						P	P		
Miscellaneous Manufacturing N.E.C.																							P		
Paper and Allied Products Industry																						P	P		
Petroleum Refining, Related Uses																							P		
Primary Metal Industries																							P		
Printing, Publishing, Allied Uses											P				P	P			P	P	P	P	P		
Professional, Scientific Industries																						P	P		
Rubber and Plastic Industries																							P		
Secondary Manufacturing Assembly Plants																								S	
Stone, Clay, Glass Industries																							P		
Textile Mill Products Industries																						P	P		
8. STORAGE USES																									
Agricultural Products Storage															P							P	P	8	
Aircraft Storage															P							P	P	P	
Alcoholic Beverage Storage															P							P	P	8	
Automobile Salvage and Junk Yards																							P		
Camping Equipment Storage															P							P	P	P	

(Ordinance No. 2007-37)



FOR COUNCIL: October 13, 2014

SUBJECT: Second Tolling Agreement with McLean County Land Trust CC-1

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

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

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

BACKGROUND: The City and McLean County Land Trust CC-1 are parties to several annexation agreements from the 1990s related to the development of the Fox Creek Subdivision area. The Third Amendment is the final amendment to the Fox Creek Annexation Agreement, and effectively replaced the original annexation agreement and the first two (2) amendments, and became the parties' agreement. The City contends that pursuant to the parties' agreements, the owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision. Paragraph 18 of the Third amendment provided that: "This Agreement shall be enforceable for a period of 20 years from the date of passage of the annexation ordinance contemplated by this agreement." Ordinance No. 1994 - 41, which ratified the Third Amendment, was passed on April 25, 1994 and approved on April 26, 1994. The effective term of the parties' annexation agreement arguably ended on April 24, 2014. Section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later".

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

The term of the current tolling agreement expires on October 14, 2014. Although the parties have resolved nearly all of the outstanding issues, additional time is needed to draft the necessary amendments to the annexation agreements and to finalize the details of the settlement. Accordingly, the parties desire to enter into a second tolling agreement to extend the period until

January 13, 2015, to waive any defense by way of any statute of limitations which would otherwise arise during such period.

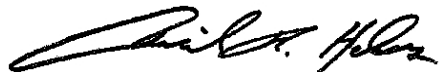
COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Snyder Development, A. Clay Cox and Edward R. Gower.

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

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales

City Manager

Attachment: Attachment 1. Second Tolling Agreement

Motion: That the Second Tolling Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents

Motion: _____ Seconded by: _____

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

SECOND TOLLING AGREEMENT

This Second Tolling Agreement is made and entered into on this 13th day of October, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

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

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

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties’ agreement;

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

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

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

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

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

WHEREAS, the parties previously entered into a Tolling Agreement dated April 14, 2014, to provide six months to negotiation resolution to the outstanding issues and the parties now believe it is in both of their interests to enter into this Second Tolling Agreement to allow three more months of negotiation; and

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

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

1. The "Effective Date" shall mean the date of October 13, 2014.
2. The "Termination Date" shall mean the date of January 13, 2015.
3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.
4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.
5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014 and/or the extension date within the original Tolling Agreement of October 14, 2014.
6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of an amendment to the annexation agreement have been met, the parties will execute a fourth amendment to the annexation agreement on terms identical to those set forth on the attached Exhibit A. Adoption of the Exhibit A attached hereto, and the requirements for same, shall replace the requirements in paragraph 6 of the Tolling Agreement dated April 14, 2014.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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

David Fedor, as Trustee

EXHIBIT A

FOURTH AMENDMENT TO ANNEXATION AGREEMENT

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

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

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

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement;

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

WHEREAS, the parties desire to amend their agreement to extend the period of time during which their agreement may be enforced to provide an additional six months to try and reach agreement with respect to outstanding issues concerning fees owed, a detention basin and completion of the punch list for the 12th addition of the Fox Creek Subdivision.

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

7. Paragraph 18 of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11 is amended by eliminating the current language and replacing it in its entirety with the following language:
 18. This Agreement shall be enforceable up through and including January 13, 2015. This Agreement is binding upon the parties hereto, and their heirs, successors and assigns.
8. Except as amended as set forth above, all of the provisions of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11, 1991 are unchanged and remain enforceable.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

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



FOR COUNCIL: October 13, 2014

SUBJECT: Review of Petition Submitted by McLean County Land Trust FSB 1200, (d/b/a Towanda Plaza Corp.), Requesting Approval of a Rezoning from C - 3, Community Regional Shopping District to R - 3A, Multiple Family Residence District for 1234, 1236 and 1238 E. Empire St., (Z - 08 - 14)

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

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

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

This Rezoning pertains to the owner expanding the multifamily business with an additional building.

BACKGROUND: The land subject to the Rezoning is located on the north side of Empire St. between Stortz Dr. and the Arby's Restaurant. It is adjacent to existing apartments to the north. The site currently has three (3) lots with two (2) buildings on it. The buildings house an office, a beauty salon and a barber shop. The most eastern lot does not have a building but is an access drive for the shopping center and serves as a drive thru lane for the Arby's restaurant. If the Rezoning is approved the owner intends to demolish the two (2) buildings and construct a new apartment building on the two (2) western lots along with the adjacent, vacant lot to the west. This vacant lot already has the necessary zoning.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on September 24, 2014. Staff explained the Rezoning as an extension of the zoning to the north and was compatible with the nearby uses. The eastern lot, which is 1238 E. Empire St., should not be rezoned to R - 3A from C - 3 because it would create a nonconforming use. The lot provides access to the adjacent restaurant and the shopping center to the north. These uses are not changing. The petitioner spoke in this case and agreed it was acceptable to not rezone 1238 E. Empire St. It was included in the petition to meet the code's floor area ratio for garages. If the ownership group decides to have garages, then they will revisit this and may request a variance. He stated that apartments were a better fit for the site and would be in line with the apartments to the north.

Three (3) individuals spoke in opposition to the petition. They expressed concerns regarding traffic which has been getting worse. This petition would add to the problem. There also was concern regarding the rundown buildings, danger for additional children, how the apartments plow snow into neighboring yards. There were a few apartments on Empire St., but drainage and

a lack of green space were additional concerns. Concerns were also raised regarding the privately held open field and trespassing. This parcel is located northwest of the subject site. There were statements regarding the impact of existing apartments located to the north of this site. No one from the public spoke in support of the petition.

Kevin Kothe, City Engineer, explained that existing properties have significant impervious areas which drain towards Empire St., (IL Rt. 9). One of these properties has paid a fee in lieu of storm water detention. The IL Department of Transportation performed traffic speed studies from 2007 – 2011 on a number of the state routes located in the City. The 30 mph, (miles per hour), was found to be appropriate for this segment of Empire St. Traffic volume has been decreasing on Empire St. over the past twenty-four (24) years from 12,000 in 1990 to 8,100 ADT, (Average Daily Traffic), today.

The Planning Commission voted to recommend approval of the Rezoning for 1234 and 1236 E. Empire St. but denial of 1238 E. Empire St. by a vote of 8 - 0. This recommendation is consistent with staff's position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code, (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately twenty-four (24) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: If the Rezoning is approved, there should be an increase in property taxes for the City after site redeveloped.

There also should be an increase in City services with apartments. Apartments versus office/commercial use generally generate more demand for service calls, (i.e. police and fire), and nuisances such as litter complaints. Financial impact studies have shown that multifamily developments result in net financial loss for cities.

The Tischler Bise report, entitled *Summary of Cost of Growth Issues and Recommended Implementation Steps*, states on page 17, "Our experience with IL jurisdictions indicate that unless the price points for residential are substantial, most jurisdictions need the revenue from nonresidential development to offset the costs of residential units." Although it is not specific for this property the report supports the notion regarding net loss with the residential development.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance & legal description
Attachment 2. Draft Planning Commission Minutes
Attachment 3. Planning Commission Staff Report
Attachment 4. Mailing Labels
Attachment 5. Maps

Motion: That the Rezoning be approved and the Ordinance passed.

Motion: _____

Seconded by: _____

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

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes McLean County Land Trust FSB 1200 Land Trust (d/b/a Towanda Plaza Corp.),
hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is a mortgagee or vendee in possession, assignee of rents, receiver, executor trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of C – 3 Community/Regional Shopping District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R – 3A Multiple Family Residence District, zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner by the present zoning of said premises.

WHEREFORE, your petitioner respectfully prays that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from C – 3 Community/Regional Shopping District to R – 3A Multiple Family Residence District.

Respectfully submitted,

By: R. Michael Hundman
Towanda Plaza Corporation

ORDINANCE NO. 2014 -

**AN ORDINANCE REZONING 1234 AND 1236 EAST EMPIRE STREET
FROM C – 3 COMMUNITY/REGIONAL SHOPPING DISTRICT
TO R – 3A MULTIPLE FAMILY RESIDENCE DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit “A”; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit “A” shall be and the same are hereby rezoned from C – 3 Community/Regional Shopping District to R – 3A Multiple Family Residence District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13th day of October, 2014

APPROVED this ____ day of October, 2014

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

Lot 2 in Greenbriar Subdivision to the City of Bloomington, McLean County, Illinois.

Lot 3 in Greenbriar Subdivision to the City of Bloomington, McLean County, Illinois.

PIN NUMBERS: 14 – 34 – 452 - 002, 14 – 34 – 452 - 003

**UNAPPARVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 24, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Cornell, Mr. Balmer, Mr. Cain, Mr. Suess, Mr. Scritchlow, Mr. Stanczak, Mr. Diamond, Mr. Protzman

MEMBERS ABSENT: Mr. Wills, Mr. Pearson

OTHERS PRESENT: Mr. Kevin Kothe, Director City Engineer
Mr. Tom Dabareiner, Community Development Director
Mr. Mark Woolard, City Planner

CALL TO ORDER: Chairman Cain called the meeting to order at 4:00 P.M.

ROLL CALL: Mr. Woolard called the roll. A quorum was present.

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the September 10, 2014 minutes. On page two sentence which reads, "Chairman Cain" is to be replaced with "Mr. Cornell" "stated he was not a big fan of the location." Mr. Balmer moved to approve the September 10, 2014, minutes as corrected. Mr. Scritchlow seconded the motion which passed by a vote of 6-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Suess-yes; Mr. Stanczak-present; Mr. Diamond-present; Mr. Pearson- absent; Mr. Wills-absent.

REGULAR AGENDA:

Z-08-14. Public hearing and review on the petition submitted by McLean County Land Trust FSB 1200 Land Trust (d/b/a Towanda Plaza Corp.) requesting the approval of a Rezoning from C-3, Community Regional Shopping District to R-3A, Multiple-Family Residence District, for 1234, 1236, 1238 East Empire Street, consisting of approximately .769 acres.

Chairman Cain introduced the case. Mr. Woolard stated staff supports the rezoning request for lots 1234 and 1236, however staff does not recommend approval of the rezoning for 1238 East Empire. He said the 1238 rezoning from a C-3 to R-3A would create a nonconforming use which staff does not support.

Mr. Balmer asked if there was concern over one access to the parking through the one common use alleyway. Chairman Cain stated that since the plan was just provided, more time would be needed for its review.

Chairman Cain opened the public hearing. Mr. Mike Hundman, 5 Jodi Ln, was sworn in and stated the eastern most lot, which is 1238 E. Empire, was considered because garages increase the required floor coverage ratio. He said it is acceptable to not rezone 1238 E. Empire. He stated if the ownership group decides to have garages, they may request a variance. Mr. Hundman

stated the owners desire to rezone the site because of the run down condition of the property. The ownership feels it to be a better fit to place an apartment building in that area. That would better line up with the other apartments owned to the north and the separation from the commercial development to the northeast. He said their intention is to construct the apartments in a similar fashion to the existing buildings so it will blend well.

Chairman Cain asked if there was anyone in opposition to the petition. Mr. Terry Roach, 1237 E Empire St, was sworn in and stated he had lived there roughly 50 years. He said the two buildings discussed have been run down and needing a new roof for over three years. Anyone else would have received a city citation. He asked how many apartment units are they talking about and when was the last time an area traffic survey was taken? He stated the traffic situation gets worse every year. He sees vehicles traveling 40 to 60 miles per hour on Empire after the traffic light at Towanda even when there is school. He stated most vehicles do not stop at the stop sign on Stortz Drive. With more apartments there will be more children. There was a serious wreck about seven weeks ago. It's not safe for more children in the area where there is nothing for them to do. He said they have had problems with the apartments in the winter with plowing snow onto their yards. Mr. Roach stated he has called city hall several times and he is still waiting for an answer. He said the litter is getting worse and it's not from the kids but the adults. Mr. Roach stated this is a wrong decision if this goes forward.

Mr. Kothe explained Empire is a state route with state jurisdiction. The city has some input, however ultimately it's the state's decision on posting speed limits. He stated there was a speed survey on all state routes through Bloomington within the last three years. He said the state felt the 30 mph posting is appropriate.

Mr. Balmer asked if there was concern over access. Mr. Kothe stated he had not viewed the proposed plan yet, however the access points are controlled by the state since. Mr. Kothe said the city has some comment on it, but in the end, the state rules.

Mr. Hundman stated the proposed plan has 16 units with 12-two bedroom units and 4-one bedroom units. He stated one of the other owners is Tom O'Rourke who has managed the property for a number of years, and he could address other concerns.

Chairman Cain asked if there was anyone in opposition to the petition. Mr. James McClure, 1239 E. Empire St, was sworn in and stated over the years the two buildings have been run down with the roofs in terrible condition. He said it was sad to see it go to waste and he didn't think that apartments are a good fit there. From Veterans to Main Street there are no apartments except for old houses that may be sectioned out by Wesleyan. He stated the cars coming out of the alleyway do not look anywhere but to their left to see oncoming traffic and they often don't look to the five houses across the street. Mr. McClure stated he is lucky he hasn't been hit while backing from his drive. He said there were cars coming up Empire Street the wrong way. He stated concern over the danger of adding more traffic to an already heavy traffic area. He said kids do not go to the corner crossing, they cross in the middle of the road.

Chairman Cain asked if there was anyone in opposition to the petition. Ms. Sharon Trowitch, 1218 E. Empire, was sworn in and stated she is part of the ownership in the property directly to

the west of the area which extends to the Pinebach and Somerset subdivisions. She stated water travels down into the garages of those existing properties and the city is aware of the need for another storm sewer. She stated another concern was the green space which was set aside during the area development is not accessible to the residents of the existing apartments. As a result, the privately owned open field to the west of the apartment buildings is used for green space and there is an ongoing trespass issue. Ms. Trowitch stated her hopes that the developers will go forward responsibly and include the neighbors. Ms. Trowitch stated her favor of not rezoning the most eastern lot.

Chairman Cain asked if there were anyone who would like to speak in opposition or in favor of the petition or who had questions or comments and no one spoke.

Mr. Hundman stated the property was just purchased approximately a year ago, and he is aware of the poor condition of the buildings, and that is the reason for the rezoning request. He stated they would have to put a lot of money into those houses and they are not desirable from a commercial standpoint. Mr. Hundman stated he resides in the neighborhood to the north and he doesn't have any flooding issues. Mr. Scritchlow asked if the impervious area would be comparable to what is currently in place in terms of runoff. Mr. Hundman stated there has not been an engineering study yet, but he said he believes the drainage moves toward Empire.

Chairman Cain asked if there were any questions, comments, or if anyone was in favor or opposition to the petition and no one spoke. He closed the public hearing.

Mr. Balmer stated he is concerned that city staff has not seen the plan yet, about the residents' comments and that there are access issues. Chairman Cain stated his concern for traffic, access and safety and it's hard to get a feel for this by strictly looking at pure rezoning. He stated it is a little early to address these concerns. He said with the recommendation there is always an understanding of encouraging the petitioner to work through issues with the neighboring property owners. Mr. Diamond stated his familiarity with the area and expressed concern over safety and the possible increase in traffic. He said he'd like to see the access issue addressed. Mr. Stanczak stated the alternative to this rezoning is to leave the property C-3 which is the same zoning as Arby's and the current commercial activity. He said while there is concern about the flow of traffic, the rezoning may not be the proper way to address it. Mr. Scritchlow stated the rezoning makes sense for the two properties however not on the eastern one.

Mr. Balmer moved to recommend the Case Z-08-14 rezoning of lots 1234, 1236, 1238 East Empire Street be reduced to lots 1234 and 1236 and rezoned to R-3A, Multiple-Family Residence District leaving lot 1238 East Empire as currently zoned, C-3, Community Regional Shopping District, and encourage the petitioner to work with the neighboring properties on all issues raised this day and working with the city and the state would be important as well.

Mr. Scritchlow seconded the motion which passed by a vote of 8 to 0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Cornell-yes; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Suess-yes; Mr. Stanczak-yes; Mr. Diamond-yes; Mr. Pearson-absent; Mr. Wills-absent.

To: Bloomington Planning Commission

From: Staff

Subject: **Z-08-14.** Public hearing and review on the petition submitted by McLean County Land Trust FSB 1200 Land Trust (d/b/a Towanda Plaza Corp.) requesting the approval of a Rezoning from C-3, Community Regional Shopping District to R-3A, Multiple-Family Residence District, for 1234, 1236, 1238 East Empire Street, consisting of approximately .769 acres.

BACKGROUND INFORMATION:

Adjacent Zoning

North: R-3A, Multiple-Family Residence District
North: C-3, Community Regional Shopping District
South: R-1B, Single-Family Residence District
East: C-3, Community Regional Shopping District
West: R-3A, Multiple-Family Residence District

Adjacent Land Uses

North: Multi-Family Residences
North: Shopping Center
South: Single-Family Residences
East: Shopping Center
West: Vacant

The Comprehensive Plan calls for regional/highway Commercial for the site.

Description and Request

The subject site currently is comprised of three lots with two building. The three lots all front on Illinois State Route 9 (Empire Street). The buildings house an office, a beauty salon and a barber shop. The most eastern lot does not have a building but rather an access drive for the shopping center and a drive thru lane for the Arby's restaurant. The intention of the zoning change is to enable the owner to demolish the two buildings and construct a new apartment building on the two western lots along with the vacant lot immediately to the west.

Analysis

Rezoning petitions should be reviewed with an analysis of other potential land uses that would be permitted with the proposed zoning and whether those uses are compatible with existing or probable nearby land uses. In this location there are several apartment buildings to the north and commercial uses to the east and northeast. There are single-family residences to the south and west of the vacant lot mentioned above. Thus the new apartments will be compatible with what is to the north, northeast and east. The nature of the high traffic volume on Empire Street will provide a buffer from the new apartment building to the single-family homes to the south. The new apartment building is an extension of the same land use, namely apartments, to the north and should not substantially increase any incompatibility issues with the homes to the west beyond what may or may not already exist. Also the vacant lot which is the closest to the homes, is already zoned R-3A and no change is proposed with that lot.

The eastern lot should not be rezoned to R-3A from C-3 because it will create a nonconforming use. The lot provides access to the restaurant site to the east and the shopping center to the north. These uses are not changing. The applicant does not intend to use the site for the apartment building but believes the land may be necessary to comply with the floor area ratio requirement in the zoning ordinance. The site may be eligible for a variance from such requirement. Staff feels it is important to not create a nonconformity for a lot clearly serving the adjacent C-3 properties. Since the requested zoning change is compatible with the adjacent uses staff supports the request except for 1238 East Empire.

STAFF RECOMMENDATION:

Staff recommends the planning commission pass a motion recommending that the City Council rezone in Case **Z-08-14** from C-3, Community Regional Shopping District to R-3A, Multiple-Family Residence, for the property located at 1234 and 1236 East Empire Street and deny such for 1238 East Empire Street.

Respectfully submitted,

Mark Woolard
City Planner

BLOOMINGTON COUNTRY CLUB
605 TOWANDA AVE
BLOOMINGTON IL 617013362

GRAMERCY CAPITAL CORP
PO BOX 961025
FORT WORTH TX 761610025

REDBIRD PROPERTY MANAGEMENT INC
TOWANDA PLAZA
200 NORTH LINDEN STREET
NORMAL IL 61761

REDBIRD PEOPERTY MANAGEMENT INC
TOWANDA PLAZA
200 NORTH LINDEN STREET
NORMAL IL 61761

MARGARET M COX
1228 E EMPIRE ST
BLOOMINGTON IL 617013349

KIMBERLY S HARPER
4 STORTZ DR
BLOOMINGTON IL 617012055

GRAMERCY CAPITAL CORP
PO BOX 961025
FORT WORTH TX 761610025

DORENE MULLIKEN
PO BOX 5096
BLOOMINGTON IL 61702

REDBIRD PROPERTY MANAGEMENT INC
TOWANDA PLAZA
200 NORTH LINDEN STREET
NORMAL IL 61761

REDBIRD PROPERTY MANAGEMENT INC
TOWANDA PLAZA
200 NORTH LINDEN STREET
NORMAL IL 61761

% REDBIRD PROPERTY MANAGEMENT, INC.
THOMAS J. OROURKE
200 N LINDEN ST
NORMAL IL 617613882

THOMAS J %REDBIRD PROPERTY MGT INC
O'ROURKE
200 N LINDEN ST
NORMAL IL 617613882

% REDBIRD PROPERTY MANAGEMENT, INC.
THOMAS J. OROURKE
200 N LINDEN ST
NORMAL IL 617613882

REGIONS BANK, TRUST DEPARTMENT
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MONTGOMERY AL 361043530

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NORMAL IL 61761

% REDBIRD PROPERTY MANAGEMENT, INC.
THOMAS J. OROURKE
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MAURINE A ASBURY ESTATE
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BLOOMINGTON IL 617013349

GLENN BARNHILL
6 Stortz Dr
Bloomington IL 617012055

SAMUEL DALTON
1222 E EMPIRE ST
BLOOMINGTON IL 617013349

HEARTLAND BANK TRUST #HBT629
200 W COLLEGE AVE 2ND FL
NORMAL IL 617612577

STANLEY & TAMARA JARECKI
806 TOWANDA AVE
BLOOMINGTON IL 617013337

JAMES MCCLURE
1239 E Empire St
Bloomington IL 617013348

DENNIS K ALEXANDER
1210 ELMWOOD RD
BLOOMINGTON IL 617013319

LOGAN JOHN MCKENNA
1233 E EMPIRE ST
BLOOMINGTON IL 61701

MATTHEW & TRACY ZENOR
8622 PRAIRIE TRL
BLOOMINGTON IL 617045707

DENNIS K ALEXANDER
1210 ELMWOOD RD
BLOOMINGTON IL 617013319

ALLYNE R ROACH
1237 E EMPIRE ST
BLOOMINGTON IL 617013348

JERRY KOEHL
808 TOWANDA AVE
BLOOMINGTON IL 617013337

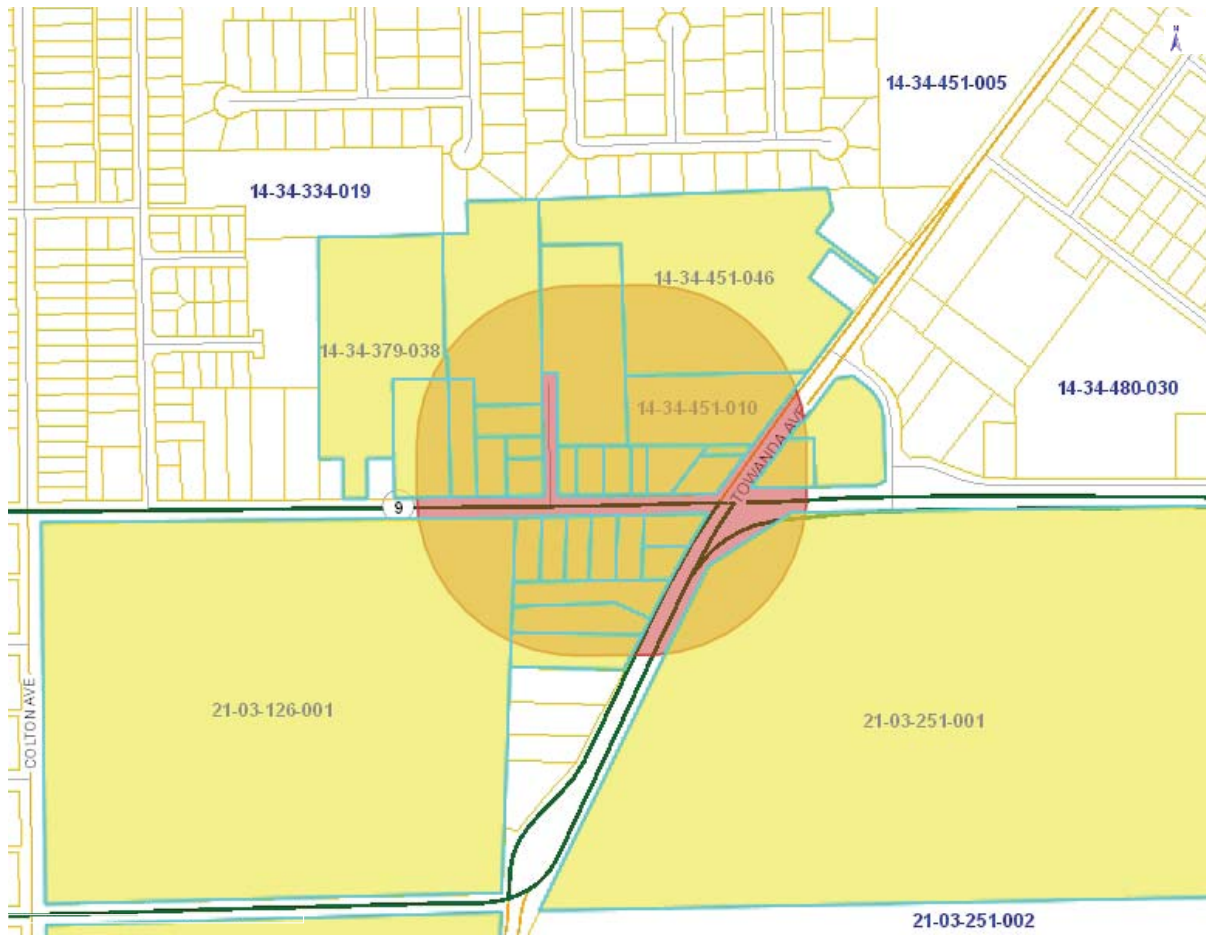
STEVEN A SMITH
810 TOWANDA AVE
BLOOMINGTON IL 617013337

NANCY J MCGOWAN
804 TOWANDA AVE
BLOOMINGTON IL 617013337

BOARD OF EDUCATION BHS BJHS MAINT BLDG
300 E MONROE
BLOOMINGTON IL 61701



1234, 1236, 1238 E Empire Street - Neighbor Mailing - 500 Feet from the property line



Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - COUNTY_ROAD
 - PRIVATE_STREET
- City_Streets
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County

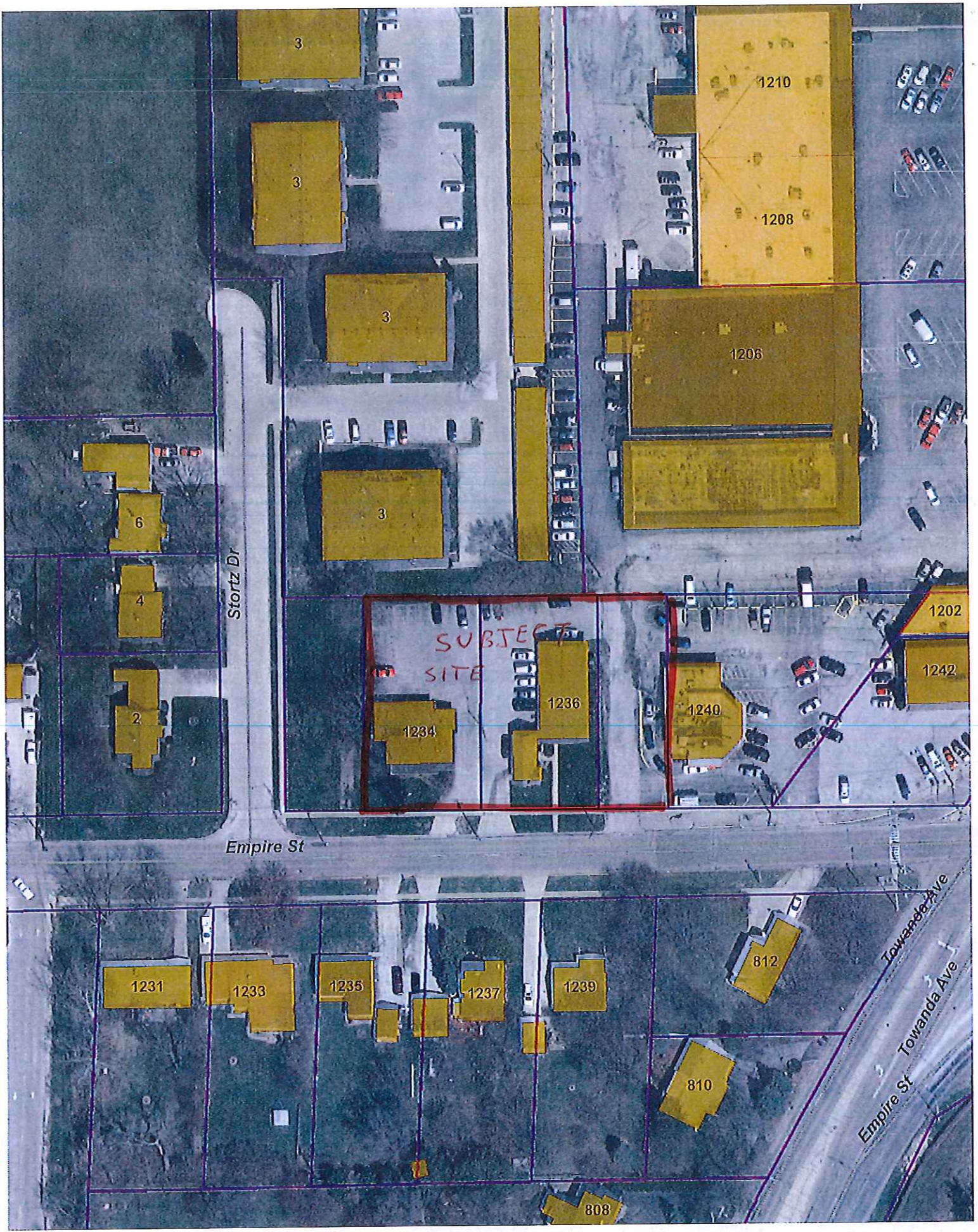


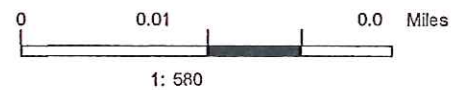
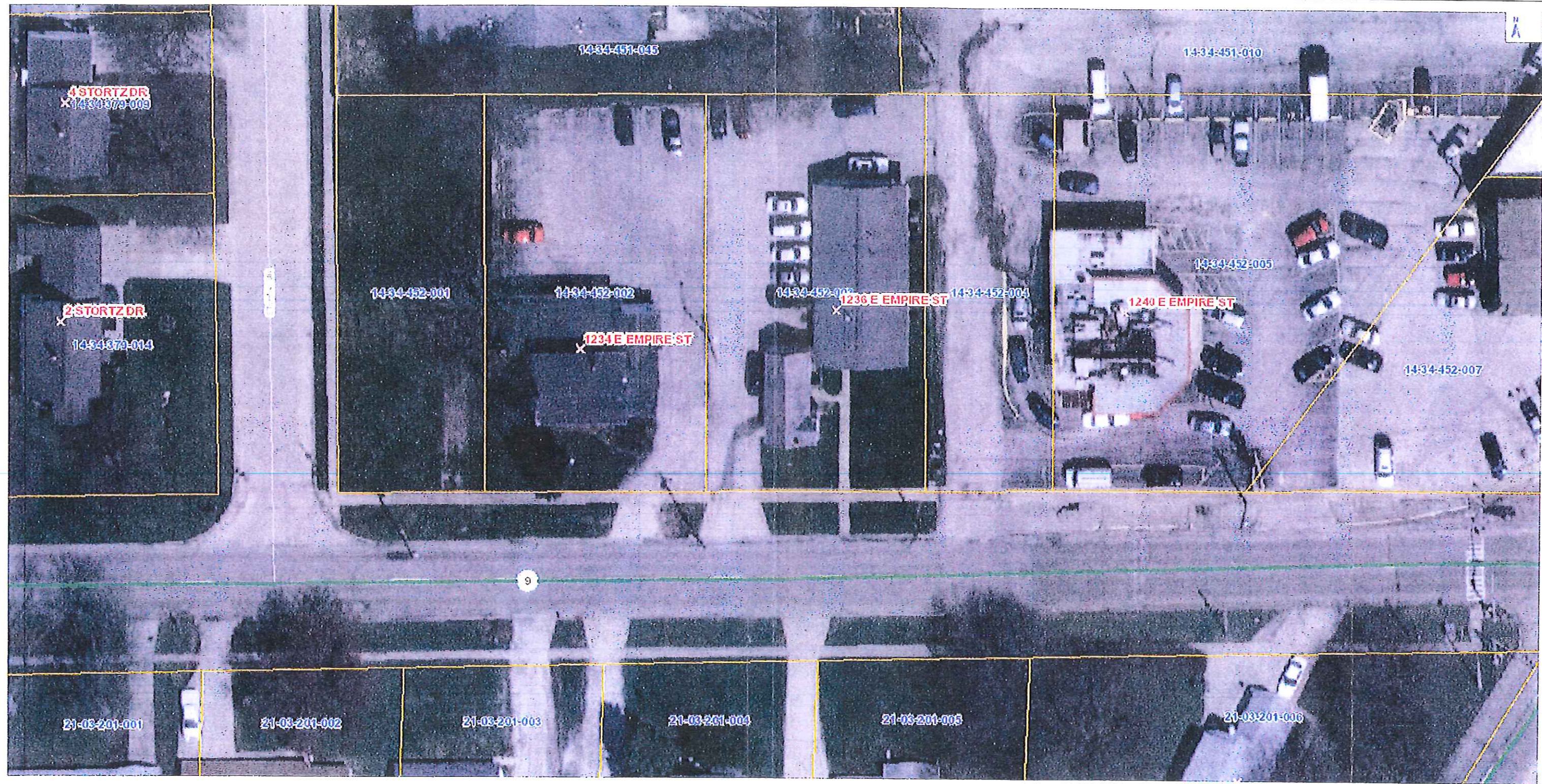
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Notes

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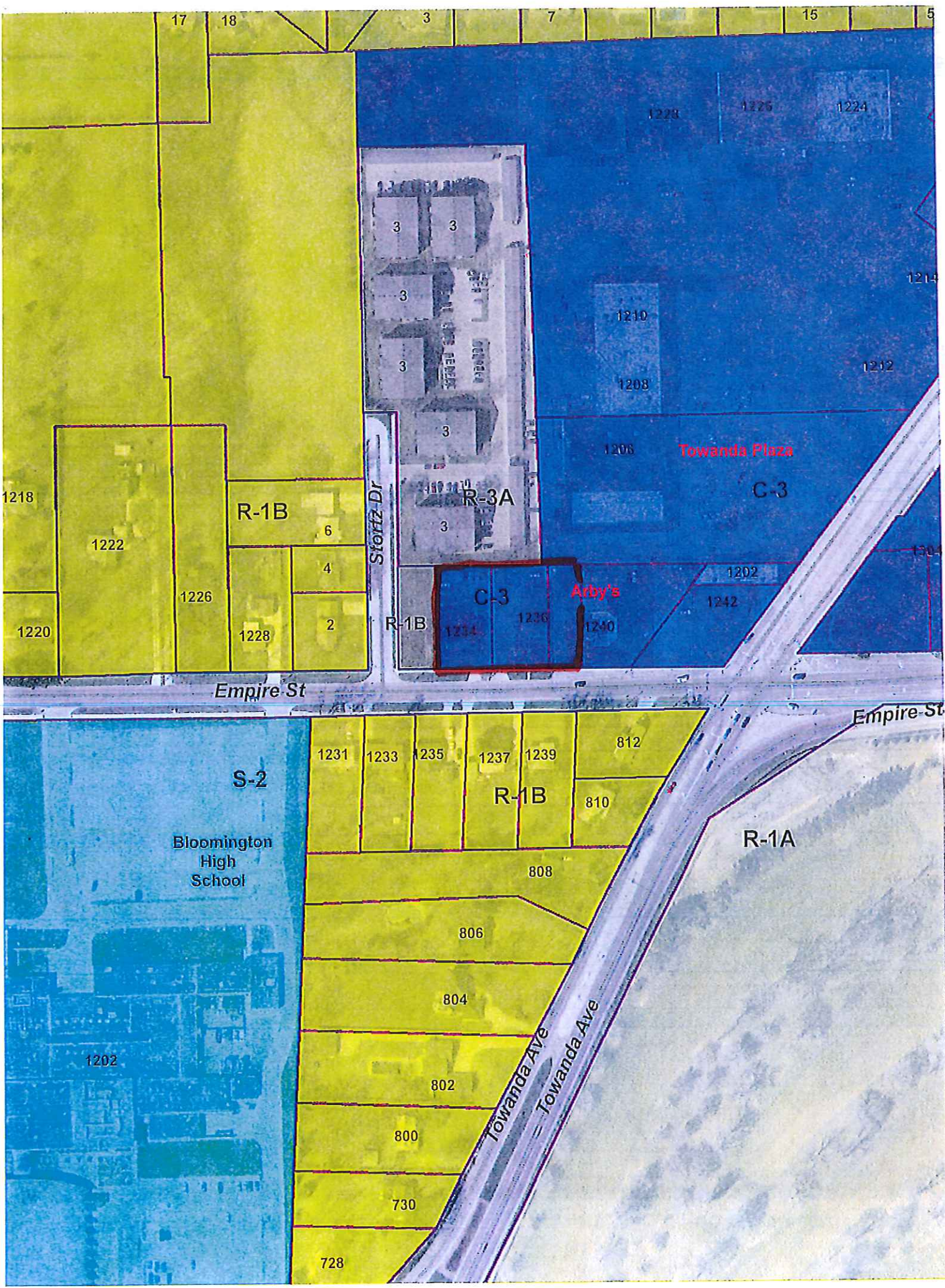




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1222

R-1B

6

4

1226

1228

2

1220

Storitz Dr

R-3A

R-1B

C-3

Arby's

Towanda Plaza

C-3

1202

1242

1234

1236

1240

Empire St

Empire St

S-2

Bloomington High School

1231

1233

1235

1237

1239

812

R-1B

810

808

806

804

802

800

730

728

R-1A

1202

Towanda Ave

Towanda Ave



FOR COUNCIL: October 13, 2014

SUBJECT: Issues and Concerns to be Conveyed to the Illinois Department of Transportation, (IDOT)

RECOMMENDATION/MOTION: Presentation only.

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

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

BACKGROUND: IDOT will be hosting their annual regional open house on October 16, 2014, in Champaign to answer questions and hear concerns from the public and other government entities. The City will be represented by Public Works staff and will convey City's concerns to IDOT, both informally during the meeting and in writing. This memorandum and presentation to the Council to provide informational material and an invite comments and feedback.

Public Works identified five (5) issues/needs/topics that the staff will broach with IDOT. They are:

- Congestion mitigation plans for IL Rt. 9, (Empire St.), at Veterans Prkwy. This is a challenging intersection with heavy traffic. IDOT has budgeted \$2.5 million for a traffic congestion mitigation phase one engineering study. Staff's concern is that the item has been budgeted for the last five (5) years. Staff needs to impress upon IDOT a sense of urgency to proceed.
- A recommendation from the Main St. Feasibility Study was to reroute traffic on US Rt. 150/IL Rt. 9 on the City's west side. Currently, a short stretch of US Rt. 150/IL Rt. 9 runs along Lee St. past Bent Elementary School. There appears to be no advantage to the current routing and disadvantages of safety issues, noise disruption and less than optimal transportation for highway traffic along what should be a residential collector street, not an arterial street. Rerouting this section to US Business 51 on Center St. would be fairly inexpensive and an easily achieved improvement.
- Resurfacing. This incorporates two (2) agenda items. First, parts of US 150, namely Clinton St., need to be resurfaced. Secondly, the City will impress upon IDOT what staff believes to be a need for more frequent resurfacing along state and federal streets in the City.
- Uninterruptible Power Supply, (UPS), to keep traffic signals working during power outages along IL Rt. 9. Currently, the state has equipped Veterans Parkway with UPS systems. Staff will request UPS for IL Rt. 9:
 - On the west side: from Mitsubishi Motorway to Hinshaw Ave.
 - On the east side: from Towanda Ave. to Towanda Barnes Rd.

Additional information can be found about the Illinois Department of Transportation Multi-Year Program at <http://www.dot.state.il.us/transportation-system/transportation-management/transportation-improvement-programs-/multi-modal-transportation-improvement-program/index>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

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

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Power Point presentation
Attachment 2. IDOT Agreements
Attachment 3. Map
Attachment 4. IDOT Meeting Schedule
Attachment 5. Multi Year Program

TALKING WITH IDOT

5 needs on City agenda

**A presentation by Bloomington Public Works
for the City Council, October 13, 2014**

Director Jim Karch, P.E., CFM

Illinois Department of Transportation Multi-Year Program FY 2015-2020

IDOT District 5 Open House
4-7 p.m. October 16, 2014
Champaign County Highway
Building
1605 E Main Street
Urbana, IL 61802



Comprehensive information on the MYP
<http://www.dot.state.il.us/index>
Search "MYP"

Public Comment Opportunities

- At the meeting. The Open House takes on an informal, conversational atmosphere.
- In writing at the meeting
- In writing to a district office through November 14

DISTRICT 5

13473 IL Hwy. 133

P. O. BOX 610

PARIS, ILLINOIS 61944-0610

- By electronic mail through November 14
DOT.OPPMYPOutreach@illinois.gov

5 needs/issues/priorities identified by City staff



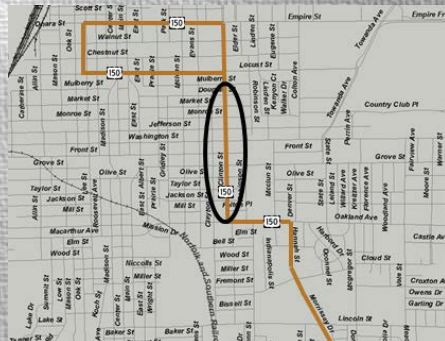
Congestion:
Veterans at IL 9



Traffic signal battery
backups, IL 9



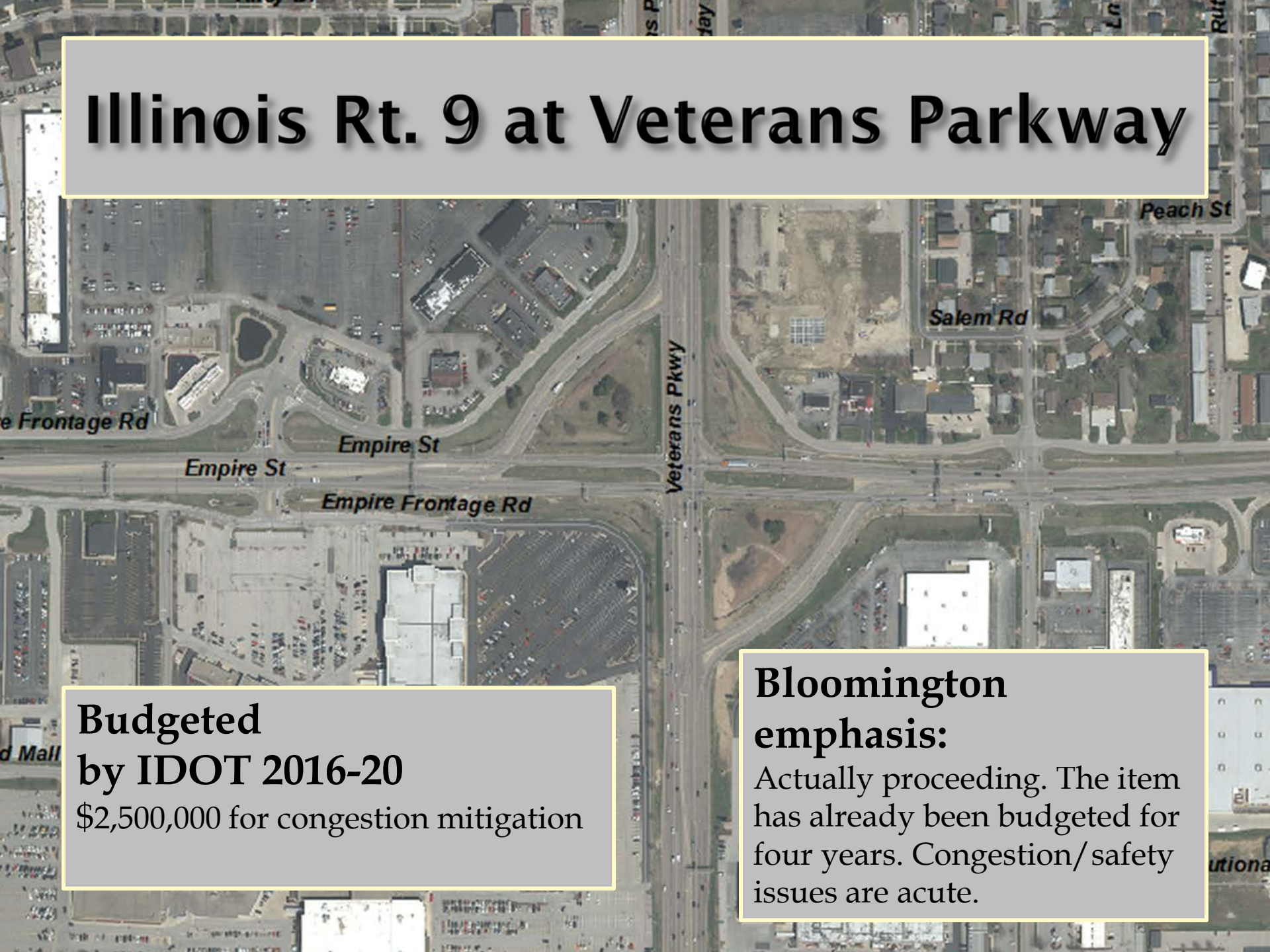
Slight reroute of
U.S. 150/IL 9



U.S. Route 150
need for resurfacing



Resurfacing needs
in general



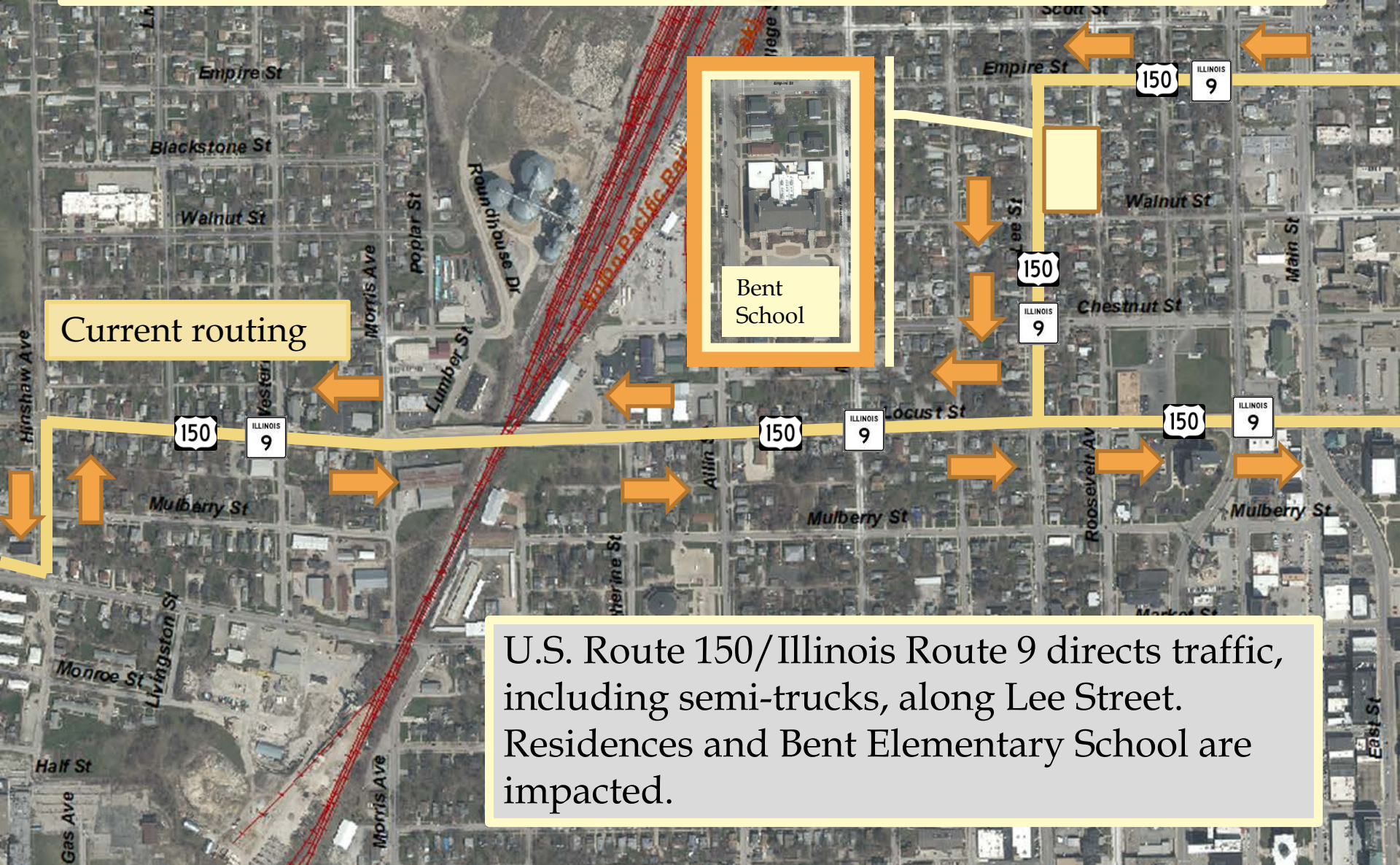
Illinois Rt. 9 at Veterans Parkway

**Budgeted
by IDOT 2016-20**
\$2,500,000 for congestion mitigation

Bloomington emphasis:

Actually proceeding. The item has already been budgeted for four years. Congestion/safety issues are acute.

Move U.S. 150/IL 9 out of the neighborhood



U.S. Route 150/Illinois Route 9 directs traffic, including semi-trucks, along Lee Street. Residences and Bent Elementary School are impacted.

Staff proposes rerouting

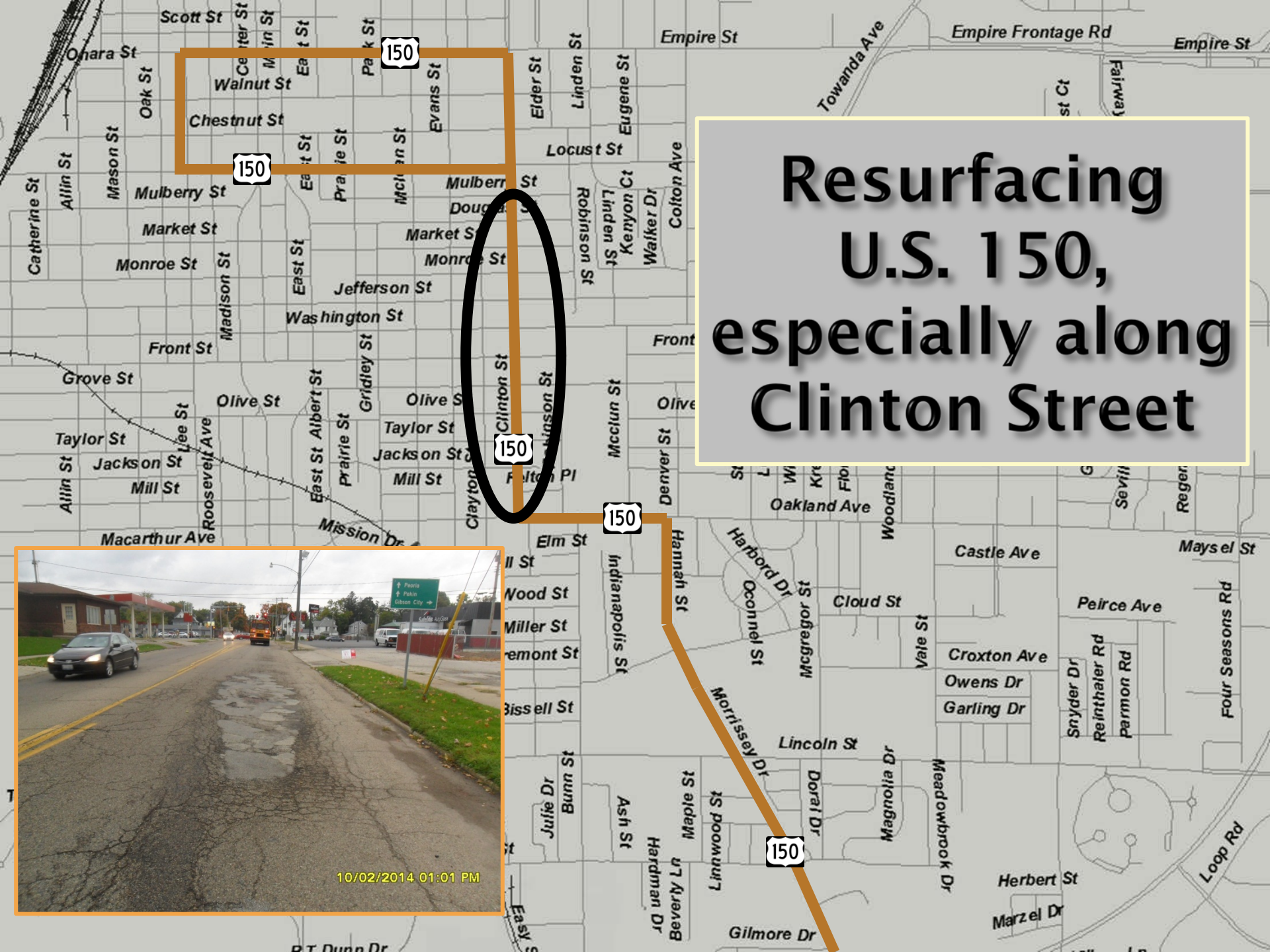


Proposed routing

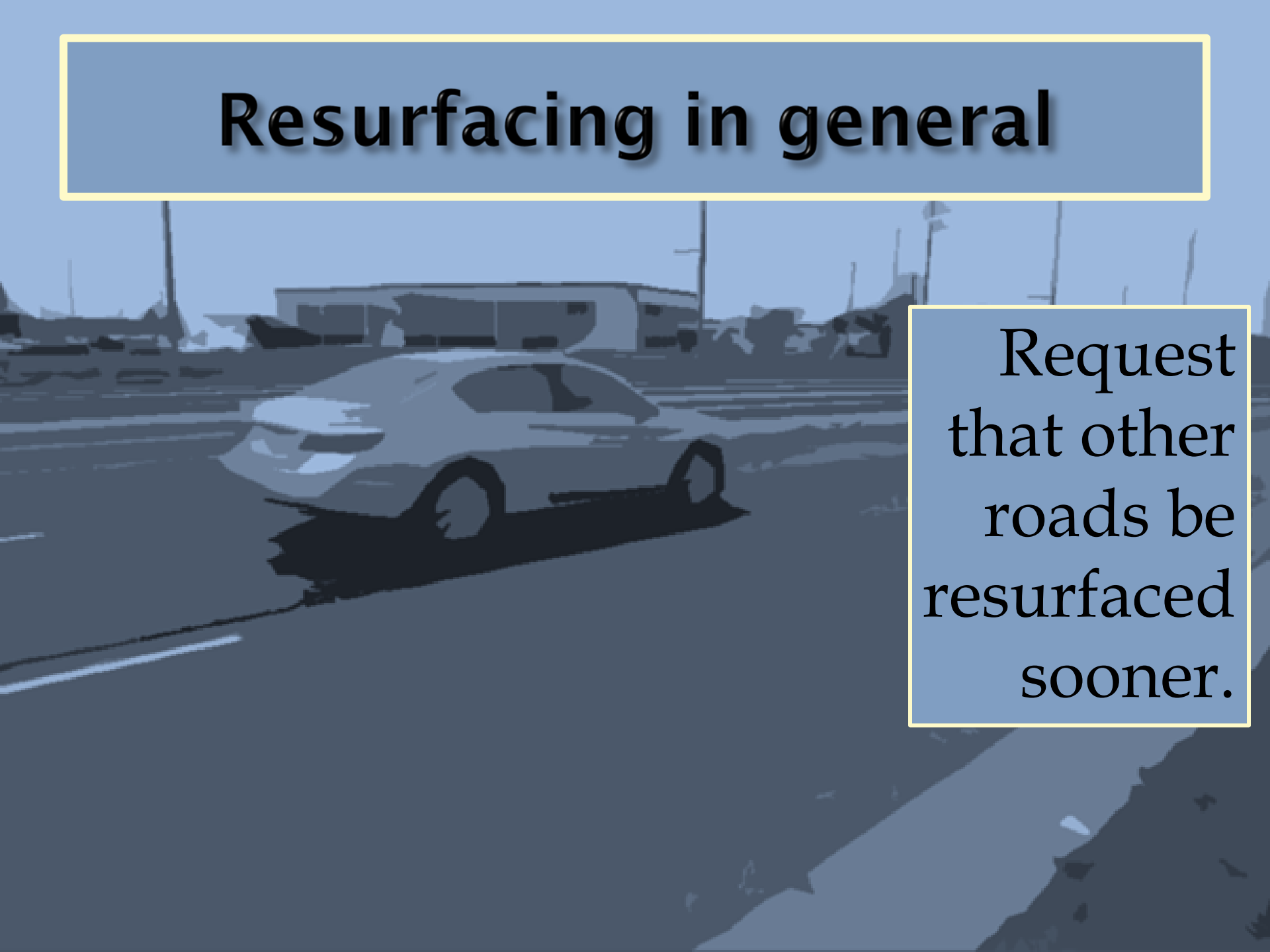
Bent
School

U.S. 150/Illinois Route 9 stays out of the neighborhood. Locust remains a two-way street through the corridor instead of becoming one-way eastbound at Lee Street. Side benefit: Better access to downtown.

Resurfacing U.S. 150, especially along Clinton Street



Resurfacing in general

A photograph of a white sedan driving on a paved road. In the background, there is a large, light-colored building with a flat roof. The sky is clear and blue. The overall scene is a typical urban or suburban street.

Request
that other
roads be
resurfaced
sooner.

UPS battery backup, IL Rte. 9



UPS: Uninterruptible Power Supply to keep traffic lights working during power outages.

Currently have them for Veterans Parkway.

Request UPS for Illinois Route 9:

- West side: From Mitsubishi Motorway to Hinshaw Street.
- East side: From Towanda Avenue to Towanda-Barnes Road.

Your Comments/Feedback



State of Illinois
Pat Quinn, Governor

Illinois Department of Transportation
Erica J. Borggren, Acting Secretary

FOR IMMEDIATE RELEASE

September 2, 2014

CONTACT:

Paris Ervin 217.782.5025
Guy Tridgell 312.793.4199

IDOT Announces Public Meetings to Help Plan Future Transportation Programs

Input Wanted for Development of Upcoming Multi-Year Program

SPRINGFIELD - Illinois Acting Transportation Secretary Erica J. Borggren today announced that the Illinois Department of Transportation (IDOT) will seek input into the development of its upcoming Multi-Year Program (MYP) for fiscal years 2016-2021. Public meetings will be held in communities throughout the state.

Date	Time	District	Location
September 8, 2014	4-6pm	District 8	IDOT – District 8 Office 1102 Eastport Plaza Drive Collinsville, IL 62234
September 9, 2014	4-6pm	District 8	Clinton County Board Room 810 Franklin Carlyle, IL 62231
September 17, 2014	4-6pm	District 7	Decatur Public Library 130 N Franklin Street Decatur, IL 62523
September 22, 2014	4-6pm	District 2	IDOT- District 2 Office 819 Depot Avenue Dixon, IL 61021
September 23, 2014	4-6pm	District 3	IDOT – District 3 Office 700 E Norris Drive Ottawa, IL 62350
September 24, 2014	4-7pm	District 9	John A. Logan College Center for Business & Industry Rm F118/F119 Logan College Road Carterville, IL 62918
September 25, 2014	3-6pm	District 1	James R. Thompson Center 100 W Randolph Street Chicago, IL 60601
September 29, 2014	3-6pm	District 1	SSM&M Association 1904 W 174 th Street East Hazel Crest, IL 60429



Illinois Department of Transportation

October 2, 2014	3-6pm	District 1	Hilton – Lisle/Naperville 3003 Corporate West Drive Lisle, IL 60532
October 7, 2014	4-6:30pm	District 4	IDOT - District 4 Office 401 Main Street Peoria, IL 61602
October 14, 2014	3-6pm	District 1	Crystal Lake City Hall 100 W Woodstock Street Crystal Lake, IL 60014
October 16, 2014	4-7pm	District 5	Champaign County Highway Building 1605 E Main Street Urbana, IL 61802
October 20, 2014	3-6pm	District 1	DoubleTree – Libertyville/Mundelein 510 E Route 83 Mundelein, IL 60060
October 21, 2014	3-6pm	District 1	The Jacob Henry Mansion Estate 20 South Eastern Avenue Joliet, IL 60433
October 22, 2014	4-6pm	District 6	Lincoln Public Library 326 S 7 th Street Springfield, IL 62701
October 23, 2014	3-6pm	District 1	Hilton Garden Inn – St. Charles 4070 E Main Street St. Charles, IL 60174
October 30, 2014	3-6pm	District 1	DoubleTree – Arlington Heights 75 W Algonquin Road Arlington Heights, IL 60005

The MYP, a multimodal planned program for statewide transportation investment, is based on current estimates of local, state and federal funding, including funding from Governor Pat Quinn's *Illinois Jobs Now!* capital program, enacted in 2009. The MYP for the current FY 2015-2020 totals approximately \$14.3 billion.

IDOT staff will be present to answer any questions related to the MYP, as well as other IDOT planning and project development processes. The public will have an opportunity to comment in writing on the development of the proposed MYP, existing programming procedures and other information.

Written comments will be accepted at the public meetings, IDOT district offices and can also be emailed to DOT.OPPMYPOutreach@illinois.gov through Friday, November 14th, 2014.

These meetings will be accessible to individuals with special needs. Anyone needing special assistance should contact their IDOT district office at least five days prior to the meeting. For district contact information, visit <http://goo.gl/KdKx9Y>.

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Illinois Department of Transportation

FILE COPY



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 21, 2005

Honorable Stephen Stockton
Mayor of the City of Bloomington
P.O. Box 3157
109 E. Olive
Bloomington, IL 61702-3157

Dear Honorable Stockton:

The State of Illinois, acting through its Department of Transportation, wishes to enter into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality. The new agreement would become effective on July 1, 2005. Thereafter, the agreement would be extended by mutual agreement between this Department and your municipality in twelve month increments through June 30, 2015.

A new computation sheet(s) for FY2006 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 4.29. In addition, the computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The Department will reimburse your municipality \$61,929.11 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement.

Please sign both enclosed copies of the Intergovernmental Agreement and return them to our District Three office at Illinois Department of Transportation, 700 East Norris Drive, Ottawa, IL 61350, Attn: Kathy Bishop. After the Agreement is signed, our Springfield office will return a copy to you for your files.

If you any questions or if we can be of any assistance, please contact Kathy Bishop at 815-434-8507.

Sincerely,

Gregory L. Mounts, P.E.
Deputy Director of Highways
Region Two Engineer

Enclosure



Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name City of Bloomington		
Address P.O. Box 3157 - 109 E. Olive		
City, State, Zip Bloomington, IL 61702-3157		
Remittance Address (if different from above)		
City, State, Zip		
Telephone Number 309-434-2210	Fax Number 309-434-2802	FEIN/TIN
Brief Description of Service (full description specified in Part 5) Local Agency Maintenance of State Highways		
Compensation Method (full details specified in Part 6)	Travel Expense ☐ Yes ☒ No	Agreement Term From: July 1, 2005
Total Compensation Amount \$61,929.11	Travel Amount \$0.00	Advance Pay ☐ Yes ☒ No To: June 30, 2015

753,603.84

REQUIRED SIGNATURES

By signing below, GOVERNMENTAL BODY and DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

Stephen F. Ostockton
Signature of Authorized Representative

Stephen F. Ostockton
Type of Print Name of Authorized Representative

08/09/05
Date

FOR THE DEPARTMENT:

Gregory L. Mount
Gregory L. Mount, Deputy Director of Highways, Region 2 Engineer,
Milton R. Sees

Milton R. Sees
Director, Division of Highways

Ann L. Schneider
Chief Counsel (Approved as to form)
Ann L. Schneider
Director of Finance & Administration

Timothy W. Martin
Timothy W. Martin, Secretary of Transportation

6/20/05
Date



Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

FOR

MUNICIPAL MAINTENANCE OF STATE HIGHWAYS

This Agreement is by and between

City of Bloomington

Please type or print legibly GOVERNMENTAL BODY's legal name and address

P.O. Box 3157

109 E. Olive

Bloomington, IL 61702-3157

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Part 5	Compensation for Services
Part 6	Computation Sheet – Municipal Maintenance

PART 1

SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree to operate and maintain the streets covered by this agreement in the best interests of the people of the State of Illinois.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 5.
- C. **Term of Agreement.** The term of this Agreement shall be from July 1, 2005 to June 30, 2015.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

PART 2 GENERAL PROVISIONS

- A. Changes.** If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.
- B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- C. Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.
- D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Subcontracting/Selection Procedures/Employment of Department Personnel.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used for products or services having a total value of more than \$10,000. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The procurement through solicitation of a proposal from only one source is allowed only if the products or services are available only from a single source; the DEPARTMENT authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3 SPECIFIC PROVISIONS

- A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6 Compensation for Services. All non-labor costs, if allowable, shall be listed and itemized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Region 2, District 3 Bureau of Operations

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work.

[Not applicable to this Agreement.]

F. Software.

[Not applicable to this Agreement.]

G. Confidentiality Clause.

[Not applicable to this Agreement.]

H. Reporting/Consultation. The GOVERNMENTAL BODY shall notify and consult with the DEPARTMENT as described in Part 5.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

PART 4

SCOPE OF SERVICE/RESPONSIBILITIES

The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system including, but not limited to, all routine surface and pothole repairs, temporary full-depth patches, expansion bump removal on bituminous surfaces, crack and joint sealing, cleaning and litter pickup, snow and ice control and all other routine operational services. Median maintenance, when applicable, shall consist of sweeping, litter pickup, mowing and routine surface repairs.

In addition, the GOVERNMENTAL BODY agrees to permit no cuts or openings in the curbs or pavements of the streets covered by this agreement without prior written approval of the DEPARTMENT. The GOVERNMENTAL BODY will take all necessary measures (including legal action) to require utility owners or permit holders to restore, repair, adjust and maintain any and all pavement cuts, curb openings, utility frames and municipal frames and grates or covers disturbed by settlement, construction or repair under permit. Said restoration, repairs, adjustments and maintenance will be performed by the utility owner or permit owner at no expense to the DEPARTMENT in a manner that meets the DEPARTMENT'S regulations and standards.

The GOVERNMENTAL BODY agrees that, except in extreme emergencies, it will not undertake or authorize repairs not covered by this agreement, at the expense of the DEPARTMENT, without securing prior written approval of the DEPARTMENT.

PART 5

COMPENSATION FOR SERVICES

- A. Cost. The DEPARTMENT shall calculate eligible compensation for services in accordance with the Bureau of Operations Maintenance Policy Manual, Section 11 – Municipal Maintenance of State Highways.

The DEPARTMENT will pay the GOVERNMENTAL BODY in quarterly installments, on or about September 30, December 31, March 31 and June 30 of each fiscal year (July 1st through June 30th), subject to an inspection for satisfactory maintenance and operation of covered streets by the DEPARTMENT.

- B. Billing. The GOVERNMENTAL BODY shall submit to the DEPARTMENT an Invoice Voucher in the amount of one-quarter of the annual payment, according to the calculations of lane miles in Part 6, Computation Sheet – Municipal Maintenance. The Invoice Voucher shall be sent to the following address:

**Illinois Department of Transportation
Region 2, District 3
Attn: Kathy Bishop
700 East Norris Drive
Ottawa, IL 61350**

- C. Escalation. Subject to availability of funds, the DEPARTMENT will adjust the rate of compensation annually (beginning July 1) for the second and subsequent 12-month period to reflect changes in miles maintained and costs. The cost adjustment factor used to determine the rates of compensation will be the percent change of the Construction Cost Index published in the Engineering News Record for the preceding calendar year.

Bloomington

4.29

07/01/05 to 06/30/06

Route	Stations	Street	From	To	length/ ft.	lanes	median in feet	ADT	ADT/ LANE	lane miles	total
US 51 FAP 730 ALT	0.13 - 0.93	Main Street NB	Lafayette Street	S end of Bridge	3,807	3	0	14,900	4,967	2.2	5552.27
	0.93	Main Street NB	South end Bridge	North end Bridge	825	2	0	14,900	7,450	0.3	870.07
	0.93 - 1.65	East Street NB	N end of Bridge	Locust Street	3,300	4	0	15,500	3,875	2.5	5831.72
	1.65 - 2.38	Main Street NB	Locust Street	Division Street	3,839	3	0	18,100	6,033	2.2	5807.93
US 51 FAP 730	4.82 - 5.48	Center Street SB	Division Street	Chestnut Street	3,500	2	0	19,900	9,950	1.3	3975.56
	5.48 - 5.56	Center Street SB	Chestnut Street	Locust Street	404	3	0	17,200	5,733	0.2	605.29
	5.56 - 6.03	Madison Street SB	Locust Street	Olive Street	2,810	4	0	17,200	4,300	2.1	5159.86
	6.03 - 7.07	Center Street SB	Olive Street	Lafayette Street	5,060	2	0	12,300	6,150	1.9	5122.62
IL 9 FAP 693 ALT	0.10 - 0.88	Empire Street WB	Towanda Avenue	Clinton Street	4,136	2	0	10,800	5,300	1.6	4072.93
9/150 FAP 693 ALT	0.88 - 1.57	Empire Street WB	Clinton Street	Lee Street	3,620	2	0	10,800	5,300	1.4	3564.80
9/150 FAP 693 ALT	1.57 - 1.83	Lee Street WB	Empire Street	Locust Street	1,320	2	0	6,200	3,100	0.5	1083.23
9/150 FAP 693	15.85 - 15.96	Hinshaw Street	Market Street	Locust Street	570	2	0	6,500	3,250	0.2	474.70
9/150 FAP 693	15.96 - 16.69	Locust Street	Hinshaw Street	Lee Street	3,840	2	0	8,200	4,100	1.5	3463.20
IL 9 FAP 693 &	16.69 - 17.05	Locust Street EB	Lee Street	Prarie Street	1,840	3	0	11,400	3,800	1.0	2421.90
US 150 FAP 693	17.05 - 17.38	Locust Street EB	Prarie Street	Clinton Street	1,780	2	0	11,400	5,700	0.7	1776.00
IL 9 FAP 693	17.38 - 18.03	Locust Street EB	Clinton Street	Towanda Avenue	3,454	2	0	18,000	9,000	1.3	3816.67
IL 9 FAP 693	18.03 - 18.42	Towanda Avenue	Locust Street	Empire Street	1,450	2		18,700	9,350	0.5	1618.74
							1,450			0.3	388.78
US 150 FAU 6401	1.82 - 2.80	Clinton Street	Empire Street	Oakland Avenue	5,139	2	0	4,900	2,450	1.9	2271.44
FAU 6383	1.97 - 2.28	Oakland Avenue	Clinton Street	Hannah Street	1,630	4	0	10,500	2,625	1.2	2549.42
FAU 6406	0.00 - 0.28	Hannah Street	Oakland Avenue	Croxton Street	1,580	2	0	9,700	4,850	0.6	1501.99
					53,884						61929.11
			Centerline Miles		10.20530						



Illinois Department of Transportation

Division of Highways / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944
Telephone 217/465-4181

September 19, 2011

Ms. Colleen Winterland
Public Works Department
City of Bloomington
P. O. Box 3157
Bloomington, Illinois 61702-3157

Dear Ms. Winterland:

Enclosed is a fully executed copy of the Intergovernmental Agreement for Governmental Body Maintenance of Traffic Control Devices. The term of this agreement is from July 1, 2011 through June 30, 2021.

If you have any questions regarding this agreement, please contact our Traffic Signal System Engineer, Mr. David H. Burkybile, of this office.

Very truly yours,

A handwritten signature in blue ink that reads "Joseph E. Crowe, P.E.".

Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

DHB:jv

Encl.

cc: Administrative Services



Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name City of Bloomington		
Address 109 East Olive		
City, State, Zip Bloomington, Illinois 61701		
Remittance Address (if different from above)		
City, State, Zip Illinois		
Telephone Number (309) 434-2225	Fax Number (309) 434-2201	FEIN/TIN 37-6001563
Brief Description of Service (full description specified in Part 5) This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A. This agreement is authorized by 92 Ill. Adm. Code 544.		
Compensation Method (full details specified in Part 6) Actual Cost	Travel Expense ☐ Yes ☒ No	Agreement Term From: July 1, 2011
Total Compensation Amount \$1,000,000.00	Travel Amount \$0.00	Advance Pay ☐ Yes ☒ No
		To: June 30, 2021

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

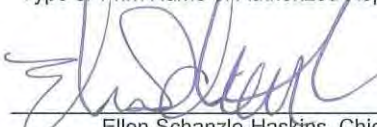
FOR THE GOVERNMENTAL BODY:

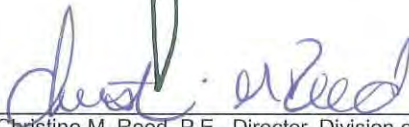

Signature and Job Title of Authorized Representative

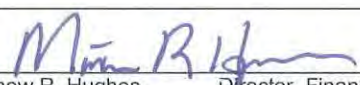
Stephen F. Atstockton, Mayor 06/18/11
Type or Print Name of Authorized Representative Date

FOR THE DEPARTMENT:

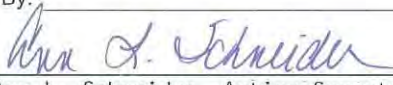

Joseph E. Crowe, Regional Engineer, Division of Highways


Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form) 7-21-11
Date


Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

By: 
Matthew R. Hughes, Director, Finance & Administration 7/26/11
Date

Date: 7/29/11

By: 
Ann L. Schneider, Acting Secretary of Transportation 8/2/11
Date

By: _____

By: _____

INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES

This Agreement is by and between

City of Bloomington

Please type or print legibly the GOVERNMENTAL BODY'S legal name and

109 East Olive

Bloomington, Illinois 61701

Attn:

E-mail:

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification
Exhibit A	Locations and Cost Proportionment of Traffic Control Devices
Exhibit B	Traffic Signal Maintenance Provisions

PART 1
SCOPE / COMPENSATION / TERM

- A. Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. Term of Agreement.** The term of this Agreement shall be from **July 1, 2011 to June 30, 2021**.
- D. Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. Renewal.** This Agreement may not be renewed.

PART 2 GENERAL PROVISIONS

A. Changes. If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. Availability of Appropriation: This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. Records Inspection. The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. Records Preservation. The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. Subcontracting/Procurement Procedures/Employment of Department Personnel

1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds that are in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds in excess of the small purchase amount (currently set at \$31,300.00 for goods and services and \$20,000.00 for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. **EMPLOYMENT OF DEPARTMENT PERSONNEL.** The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3 FEDERALLY FUNDED AGREEMENTS

[Not applicable to this Agreement.]

PART 4 SPECIFIC PROVISIONS

- A. Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

**Illinois Department of Transportation
Bureau of Operations
13473 IL Hwy. 133
P. O. Box 610
Paris, Illinois 61944-0610**

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

- B. Billing and Payment.** All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than **August 31** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

- C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

- D. Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

- E. Ownership of Documents/Title to Work.**

[Not applicable to this Agreement.]

- F. Software.**

[Not applicable to this Agreement.]

- G. Confidentiality Clause.**

[Not applicable to this Agreement.]

- H. Reporting/Consultation.**

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the Department pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: _____

Taxpayer Identification Number: _____

Legal Status (check one):

- | | |
|--|--------------------------------------|
| ☐ Tax-exempt | ☐ Government |
| ☐ Nonresident Alien | ☐ Other _____ |

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

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

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

- A. Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
- B. Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

D. Deficiencies in Maintenance. It is also understood that if, in the judgment of the Regional Engineer, the GOVERNMENTAL BODY has not provided maintenance in accordance with the maintenance level specified for those signal installations and devices which it has agreed to maintain, the DEPARTMENT will give the GOVERNMENTAL BODY a 30 day notice in writing of specific deficiencies. If the GOVERNMENTAL BODY has not corrected the deficiencies and notified the DEPARTMENT within the 30-day period, the DEPARTMENT will arrange for the appropriate maintenance efforts and bill the GOVERNMENTAL BODY for its share of the costs.

E. Interconnect & Timing. The GOVERNMENTAL BODY agrees to maintain all signal equipment and interconnects associated with interconnected signal systems and interconnects with at-grade railroad crossings. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time.

Traffic signals interconnected with an at-grade railroad crossing shall not be modified without prior Illinois Commerce Commission and DEPARTMENT notification and approval. Interconnected signals at an at-grade railroad crossing may be repaired to the original condition; however, the Illinois Commerce Commission and the DEPARTMENT must be notified thereof.

F. Interconnections: Installation & Damage. The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.

G. Master Monitoring Costs. Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

H. Payment for Energy Costs. The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of the energy charges.

I. Costs for Pavement Markings. The DEPARTMENT shall reimburse the GOVERNMENTAL BODY for any DEPARTMENT authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation.

J. Indemnity. The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.

K. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary for the type of work being performed.

L. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

M. Previous Agreements. All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

N. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer, the Engineer of Operations and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

O. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

PART 6
COMPENSATION FOR SERVICES

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals, and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system.

B. Billing. Bills shall be submitted on a **quarterly** basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the DEPARTMENT. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

GOVERNMENTAL BODY costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.

PART 7

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds: _____

Federal Project Number: _____

Name of Project: _____

CFDA Number*, Federal Agency, Program Title: _____

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB- CIRCULAR A-133

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single

EXHIBIT A**Bloomington**

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.	AGENCY TO PAY ENERGY
		STATE	CORP.	OTHER	STATE	CORP.	OTHER		
1	IL 9/US 150 (Market St.) & Brock Dr./Truckers Lane	50	50		50	50		Corp.	Corp
2	US 51 SB (Center St.) & IL 9/US 150 EB (Locust St.)	100			100			Corp.	Corp
3	US 51 SB (Center St.) & IL 9/US 150 WB (Empire St.)	100			100			Corp.	Corp
4	US 51 NB (Main St.) & IL 9/US 150 EB (Locust St.)	100			100			Corp.	Corp
5	US 51 NB (Main St.) & IL 9/US 150 WB (Empire St.)	100			100			Corp.	Corp
6	IL 9/US 150 EB (Locust St.) & US 150 (Clinton St.)	100			100			Corp.	Corp
7	IL 9/US 150 WB (Empire St.) & US 150 (Clinton St.)	75	25		75	25		Corp.	Corp
8	IL 9 (Empire St.) & Towanda Ave.	75	25		75	25		Corp.	Corp
9	IL 9 (Empire St.) & Fairway Dr.	50	50		50	50		Corp.	Corp
10	IL 9 (Empire St.) & Service Dr. (K-Mart Ent)	50	50		50	50		Corp.	Corp
11	IL 9 (Empire St.) & I-55 Bus (Veteran's Pkwy) WEST	100			100			Corp.	Corp
12	IL 9 (Empire St.) & I-55 Bus (Veteran's Pkwy) NORTH	100			100			Corp.	Corp
13	IL 9 (Empire St.) & I-55 Bus (Veteran's Pkwy) SOUTH	100			100			Corp.	Corp
14	IL 9 (Empire St.) & I-55 Bus (Veteran's Pkwy) CENTER	100			100			Corp.	Corp
15	IL 9 (Empire St.) & I-55 Bus (Veteran's Pkwy) EAST	100			100			Corp.	Corp

EXHIBIT A**Bloomington**

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.	AGENCY TO PAY ENERGY
		STATE	CORP.	OTHER	STATE	CORP.	OTHER		
16	IL 9 (Empire St.) & Prospect Rd./Mt. Vernon Dr.	50	50		50	50		Corp.	Corp
17	IL 9 (Empire St.) & Hershey Rd.	50	50		50	50		Corp.	Corp
18	IL 9 (Empire St.) & Eastport Dr./Commercial Park	50	50		50	50		Corp.	Corp
19	US 51 (Main St.) & Veteran's Parkway South Ramp	100			100			Corp.	Corp
20	US 51 (Main St.) & Veteran's Parkway North Ramp	100			100			Corp.	Corp
20	US 51 (Main St.) & Rt. Dunn Dr.	67	33		67	33		Corp.	Corp
21	US 51 NB (Main St.) & Wood St.	50	50		50	50		Corp.	Corp
22	US 51 SB (Center St.) & Wood St.	50	50		50	50		Corp.	Corp
23	US 51 NB (Main St.) & Oakland Ave.	50	50		50	50		Corp.	Corp
24	US 51 SB (Center St.) & Oakland Ave.	50	50		50	50		Corp.	Corp
25	US 51 NB (Main St.) & Olive St.	50	50		50	50		Corp.	Corp
26	US 51 SB (Center St.) & Olive St.	50	50		50	50		Corp.	Corp
27	US 51 NB (East St.) & Front St.	50	50		50	50		Corp.	Corp
28	US 51 SB (Madison St.) & Front St.	50	50		50	50		Corp.	Corp
29	US 51 NB (East St.) & Washington St.	50	50		50	50		Corp.	Corp

EXHIBIT A**Bloomington**

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.	AGENCY TO PAY ENERGY
		STATE	CORP.	OTHER	STATE	CORP.	OTHER		
30	US 51 SB (Madison St.) & Washington St.	50	50		50	50		Corp.	Corp
31	US 51 NB (East St.) & Jefferson St.	50	50		50	50		Corp.	Corp
32	US 51 NB (East St.) & Monroe St.	67	33		67	33		Corp.	Corp
33	US 51 NB (East St.) & Market St.	67	33		67	33		Corp.	Corp
34	US 51 SB (Madison St.) & Market St.	50	50		50	50		Corp.	Corp
35	US 51 (Main St.) & Emerson St.	50	50		50	50		Corp.	Corp
36	US 51 SB (Center St.) & Emerson St.	50	50		50	50		Corp.	Corp
37	I-55 Bus (Veteran's Pkwy.) & Morris Ave.	50	50		50	50		Corp.	Corp
38	I-55 Bus (Veteran's Pkwy.) & US 150 (Morissey Dr.)	100			100			Corp.	Corp
39	I-55 Bus (Veteran's Pkwy.) & Lincoln St.	50	50		50	50		Corp.	Corp
40	I-55 Bus (Veteran's Pkwy.) & Oakland Ave.	100			50	50		Corp.	Corp
41	I-55 Bus (Veteran's Pkwy.) & Jackson St.	100			67	33		Corp.	Corp
42	I-55 Bus (Veteran's Pkwy.) & Washington St.	100			50	50		Corp.	Corp
43	I-55 Bus (Veteran's Pkwy.) & Eastland Dr.	100			50	50		Corp.	Corp
44	I-55 Bus (Veteran's Pkwy.) & Clearwater Dr.	100			67	33		Corp.	Corp

EXHIBIT A**Bloomington**

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.	AGENCY TO PAY ENERGY
		STATE	CORP.	OTHER	STATE	CORP.	OTHER		
45	I-55 Bus (Veteran's Pkwy.) & GE Rd./Vernon Ave.	100			50	50		Corp.	Corp
46	I-55 Bus (Veteran's Pkwy.) & Jumer Dr./Von Maur Dr.	100			50	25	25	Corp.	Corp.
47	US 150 (Oakland Ave.) & US 150 (Hannah St.)	67	33		67	33		Corp.	Corp
48	US 150 (Clinton St) & US 150 (Oakland St.)	67	33		67	33		Corp.	Corp
49	US 150 (Clinton St) & Grove St.	50	50		50	50		Corp.	Corp
50	US 150 (Clinton St) & Washington St.	50	50		50	50		Corp.	Corp
51	IL 9 (Empire St.) & Fire Station Ent.		100			100		Corp.	Corp
52	IL 9/US 150 (Market St.) & Martin Luther King Dr.	50	50		50	50		Corp.	Corp
53	IL 9/US 150 (Market St.) & Caroline St.	50	50		50	50		Corp.	Corp
54	IL 9/US 150 (Market St.) & Brown St.	67	33		67	33		Corp.	Corp
55	I-55 Bus (Veteran's Pkwy. & College Ave.	100					100	Corp.	Normal
56	I-55 Bus (Veteran's Pkwy.) & Commerce Pkwy.	50	50		50	50		Corp.	Corp
57	IL 9 EB (Locust St.) & Colton Ave.	50	50		50	50		Corp.	Corp
58	I-55 Bus (Veteran's Pkwy.) & Ireland Grove Rd.	67	33		67	33		Corp.	Corp
59	I-55 Bus (Veteran's Pkwy.) & Brickyard Dr.	50	50		50	50		Corp.	Corp

EXHIBIT A**Bloomington**

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.	AGENCY TO PAY ENERGY
		STATE	CORP.	OTHER	STATE	CORP.	OTHER		
60	IL 9/US 150 (Market St.) & Wylie Dr.	50	50		50	50		Corp.	Corp
61	US 150 (Morrisey Dr.) & Hamilton Rd.	50	50		50	50		Corp.	Corp
62	US 51 (Main St.) & Oak Creek Plaza	50	50		50	50		Corp.	Corp.
64	IL 9/US 150 (Market St.) & Hinshaw Ave.	50	50		50	50		Corp.	Corp
65	US 51 (Main St.) & Hamilton Rd.	50	50		50	50		Corp.	Corp
66	IL 9 (Empire St.) & Carnahan Dr.	67	33		67	33		Corp.	Corp
67	IL 9 (Empire St.) & Airport Rd.	67	33		67	33		Corp.	Corp
68	IL 9 EB (Locust St.) & Victory Drive (Bloomington HS)		100			100		Corp.	Corp
69	US 51 SB (Center St.) & Chestnut St.	50	50		50	50		Corp.	Corp
70	US 150 (Oakland Ave.) & Bunn St.	67	33		67	33		Corp.	Corp
71	I-55 Bus (Veteran's Pkwy.) & Mercer Ave.	50	50		50	50		Corp.	Corp
72	IL 9 & Towanda/Barnes Rd.	50	50		50	50		Corp.	Corp
73	US 51 SB (Madison St.) & Jefferson St.	50	50		50	50		Corp.	Corp
74	IL 9 (Empire St.) & CIRA Dr. West	50	50		50	50		Corp.	Corp
75	IL 9 (Empire St.) & CIRA Dr. East	50	50		50	50		Corp.	Corp

11-Mar-11

EXHIBIT A**Bloomington**

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.	AGENCY TO PAY ENERGY
		STATE	CORP.	OTHER	STATE	CORP.	OTHER		
76	US 150 (Morrisey Dr.) & Lafayette St.	50	50		50	50		Corp.	Corp.
77	IL 9/US 150 (Market St.) & JC Parkway	50	50		50	50		Corp.	Corp.
78	IL 9/US 150 (Market St.) & Walton Dr.		100			100		Corp.	Corp.
79	IL 9 (Empire St.) & Williamsburg Dr.	50	50		50	50		Corp.	Corp.
80	IL 9/US 150 (Market St.) & Interstate Dr.	50	50		50	50		Corp.	Corp.
82	IL 9/US 150 (Market St.) & I-55/I74 West Ramps	100			100			Corp.	Corp.
83	IL 9/US 150 (Market St.) & I-55/I74 East Ramps	100			100			Corp.	Corp.
84	I-55 Bus (Veteran's Pkwy.) & Hamilton St./Fox Creek Rd.	50	50		50	50		Corp.	Corp.
85	US 51 NB (Main St.) & MacArthur Ave.	50	50		50	50		Corp.	Corp.
86	US 51 SB (Center St.) & MacArthur Ave.	50	50		50	50		Corp.	Corp.
87	US 150 & IL 9	100			100			Corp.	Corp.
88	US 150 (Morrisey Ave.) & Lincoln Ave.	50	50		50	50		Corp.	Corp.
89	US 150 & Unit 5 Middle School Ent.	0	100		0	100		Corp.	Corp.
91	US 150 & Mitsubishi Motors South Ent.	67		33			100	Corp.	Normal
92	US 150 & Mitsubishi Motors North Ent.	67		33			100	Corp.	Normal

11-Mar-11

EXHIBIT A**Bloomington**

File	LOCATION	% OF MAINTENANCE RESPONSIBILITY			% OF ENERGY CHARGE RESPONSIBILITY			AGENCY TO DO MAINT.	AGENCY TO PAY ENERGY
		STATE	CORP.	OTHER	STATE	CORP.	OTHER		
501	Direct Connect Fiber System	62	38					Corp.	
502	CBD System	60	40					Corp.	
503	West Market St. System	55	45					Corp.	
504	Veteran's Parkway & IL 9 Sign Lighting	100				100		Corp.	Corp.

EXHIBIT B TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/ her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction. Failure to meet the DEPARTMENT's specifications shall be justification for permanent removal of the non-compliant equipment by the DEPARTMENT, with the cost of removal to be the responsibility of the GOVERNMENTAL BODY.

Any costs incurred as a result of exceeding the DEPARTMENT's specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the GOVERNMENTAL BODY.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection,. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency and all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the DEPARTMENT of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the DEPARTMENT shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

Provide the DEPARTMENT the names, addresses and telephone numbers of at least two persons, who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.

10. L.E.D. SIGNAL HEADS

Install all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light emitting diodes (L.E.D.) signal heads and modules that fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for vehicular and pedestrian L.E.D. signal modules. including but not limited to, color and intensity requirements. The signal and pedestrian housings shall also comply with the applicable ITE specifications.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit annually.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

5. RELAMP

For the remaining incandescent signal heads, clean reflectors, lenses and lamps once at least every twelve (12) months or more often, if necessary. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

6. CONTROLLER CHECK

When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a annual cabinet inspection.

7. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

8. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.



Illinois Department of Transportation

Division of Highways / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944
Telephone 217/465-4181

Traffic Signal Maintenance & Energy Reimbursement
Intergovernmental Agreement

March 16, 2011

Honorable Stephen Stockton
Mayor, City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701

Dear Mayor Stockton:

Enclosed are three (3) copies of the Intergovernmental Agreement for Governmental Body Maintenance of Traffic Control Devices. The term of this Agreement shall be from July 1, 2011 to June 30, 2021. This Agreement supersedes Agreement No. DOH-D3-01-MSTRBLOOM formally executed July 13, 2001.

Complete information in top portion of Pages 1 & 2, and Part 4 L. Tax Identification Number (page 5) of this agreement. Please execute on behalf of the local governmental body and return all copies to:

Illinois Department of Transportation
Bureau of Operations
13473 IL Hwy. 133
P. O. Box 610
Paris, Illinois 61944-0610

Do not revise any provisions of the standard agreement or exhibits. A fully executed copy of the agreement will be returned to you.

If you have any questions, please contact our Traffic Signal Systems Engineer, Mr. David H. Burkybile, at phone number 217-466-7383.

Very truly yours,


Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

DHB:jv
Encl.

9. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the DEPARTMENT.

10 PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.

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Illinois Department of Transportation

Division of Highways / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois / 61944
Telephone 217/465-4181

March 18, 2014

Mr. Jim Karch
Director of Public Services
City of Bloomington
401 South East Street
Bloomington, Illinois 61701

Dear Mr. Karch:

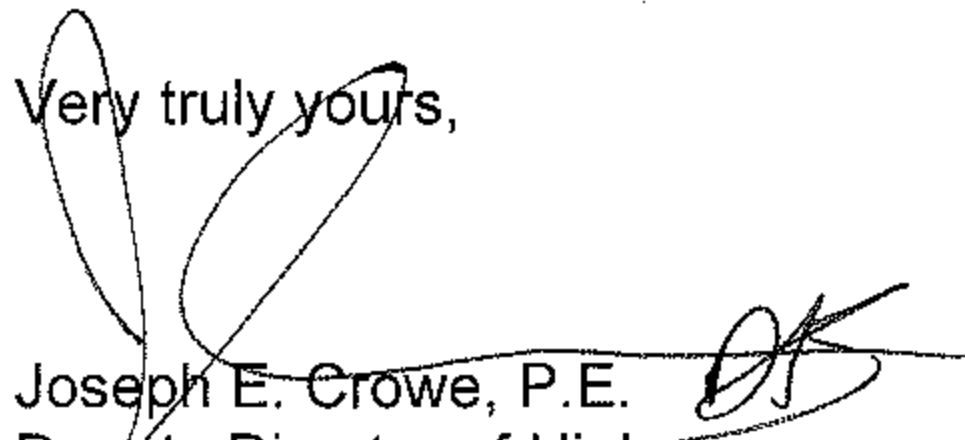
The State of Illinois, acting through its Department of Transportation, entered into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality. This agreement is extended by mutual agreement between this department and your municipality in 12-month increments through June 30, 2015.

Enclosed are new computation sheets for FY-2015. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 5.75. The computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The department will reimburse your municipality \$92,597.93 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new agreement. This calculates to a quarterly adjustment of \$23,149.49.

If you have any questions or if we can be of any assistance, please contact either Mr. Kevin Trapp, Acting Planning & Design Engineer, at phone number 217-466-7233 or Mrs. Rita Mathias, Operations Technician, at phone number 217-466-7294.

Very truly yours,


Joseph E. Crowe, P.E.
Deputy Director of Highways
Region Three Engineer

KJT:RYM:jv
Enclosure
cc: Central Bureau of Operations
R. J. Lashuay



Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
A 18.42	S009	EMPIRE ST	Towanda Ave		0.10	0.19	0.09	2	0	2	0	9300	4650	0.18	582.50	5.75	\$ 602.89	\$ -	\$ 602.89	\$ 602.89
A 18.42	S009	EMPIRE ST			0.19	0.51	0.32	2	0	2	0	9300	4650	0.64	582.50	5.75	\$ 2,143.60	\$ -	\$ 2,143.60	\$ 2,746.49
A 18.42	S009	EMPIRE ST		Linden St	0.51	0.72	0.21	2	0	2	0	9300	4650	0.42	582.50	5.75	\$ 1,406.74	\$ -	\$ 1,406.74	\$ 4,153.23
A 18.42	S009	EMPIRE ST	Linden St		0.72	0.77	0.05	2	0	2	0	8900	4450	0.10	572.49	5.75	\$ 329.18	\$ -	\$ 329.18	\$ 4,482.41
A 18.42	S009	EMPIRE ST		Whites Pl	0.77	0.83	0.06	2	0	2	0	8900	4450	0.12	572.49	5.75	\$ 395.02	\$ -	\$ 395.02	\$ 4,877.42
A 18.42	S009	EMPIRE ST	Whites Pl	Clinton St	0.83	0.88	0.05	2	0	2	0	8900	4450	0.10	572.49	5.75	\$ 329.18	\$ -	\$ 329.18	\$ 5,206.61
A 18.42	U150	EMPIRE ST	Clinton St	McLean St	0.88	1.09	0.21	2	0	2	0	8700	4350	0.42	567.50	5.75	\$ 1,370.51	\$ -	\$ 1,370.51	\$ 6,577.12
A 18.42	U150	EMPIRE ST	McLean St	Park St	1.09	1.16	0.07	2	0	2	0	7800	3900	0.14	545.01	5.75	\$ 438.73	\$ -	\$ 438.73	\$ 7,015.85
A 18.42	U150	EMPIRE ST	Park St	N East St	1.16	1.29	0.13	2	0	2	0	7800	3900	0.26	545.00	5.75	\$ 814.78	\$ -	\$ 814.78	\$ 7,830.63
A 18.42	U150	EMPIRE ST	N East St	Main St	1.29	1.36	0.07	2	0	2	0	7800	3900	0.14	545.01	5.75	\$ 438.73	\$ -	\$ 438.73	\$ 8,269.36
A 18.42	U150	EMPIRE ST	Main St	N Center St	1.36	1.42	0.06	2	0	2	0	6100	3050	0.12	502.49	5.75	\$ 346.72	\$ -	\$ 346.72	\$ 8,616.08
A 18.42	U150	EMPIRE ST	N Center St	Roosevelt Ave	1.42	1.53	0.11	2	0	2	0	3700	1850	0.22	410.00	5.75	\$ 518.65	\$ -	\$ 518.65	\$ 9,134.73
A 18.42	U150	EMPIRE ST	Roosevelt Ave		1.53	1.55	0.02	2	0	2	0	3700	1850	0.04	410.00	5.75	\$ 94.30	\$ -	\$ 94.30	\$ 9,229.03
A 18.42	U150	EMPIRE ST		Lee St	1.55	1.57	0.02	2	0	2	0	3700	1850	0.04	410.00	5.75	\$ 94.30	\$ -	\$ 94.30	\$ 9,323.33
A 18.42	U150	LEE ST	Lee St	Chestnut St	1.57	1.75	0.18	2	0	2	0	4100	2050	0.36	430.00	5.75	\$ 890.10	\$ -	\$ 890.10	\$ 10,213.43
A 18.42	U150	LEE ST	Chestnut St		1.75	1.77	0.02	2	0	2	0	4100	2050	0.04	430.00	5.75	\$ 98.90	\$ -	\$ 98.90	\$ 10,312.33
A 18.42	U150	LEE ST		Locust St	1.77	1.83	0.06	2	0	2	0	4100	2050	0.12	430.00	5.75	\$ 296.70	\$ -	\$ 296.70	\$ 10,609.03
A 5.46	U051B	MAIN ST	Layfayette St		0.13	0.17	0.04	3	0	3	0	11000	3667	0.12	533.35	5.75	\$ 368.01	\$ -	\$ 368.01	\$ 10,977.04
A 5.46	U051B	MAIN ST		Stewart St	0.17	0.25	0.08	3	0	3	0	11000	3667	0.24	533.35	5.75	\$ 736.02	\$ -	\$ 736.02	\$ 11,713.06
A 5.46	U051B	MAIN ST	Stewart St	Miller St	0.25	0.57	0.32	3	0	3	0	11000	3667	0.96	533.35	5.75	\$ 2,944.09	\$ -	\$ 2,944.09	\$ 14,657.15
A 5.46	U051B	MAIN ST	Miller St		0.57	0.67	0.10	4	0	4	0	11000	2750	0.40	487.50	5.75	\$ 1,121.25	\$ -	\$ 1,121.25	\$ 15,778.40
A 5.46	U051B	MAIN ST		Wood Street	0.67	0.70	0.03	4	0	4	0	11000	2750	0.12	487.49	5.75	\$ 336.37	\$ -	\$ 336.37	\$ 16,114.77
A 5.46	U051B	MAIN ST	Wood Street	McArthur Ave	0.70	0.80	0.10	4	0	4	0	11900	2975	0.40	498.75	5.75	\$ 1,147.13	\$ -	\$ 1,147.13	\$ 17,261.90
A 5.46	U051B	MAIN ST	McArthur Ave		0.80	0.85	0.05	2	0	2	0	11900	5950	0.10	619.01	5.75	\$ 355.93	\$ -	\$ 355.93	\$ 17,617.83
A 5.46	U051B	MAIN ST		Oakland Ave	0.85	0.86	0.01	2	0	2	0	11900	5950	0.02	619.03	5.75	\$ 71.19	\$ -	\$ 71.19	\$ 17,689.02
A 5.46	U051B	MAIN ST	Oakland Ave		0.86	0.87	0.01	2	0	2	0	11400	5700	0.02	613.98	5.75	\$ 70.61	\$ -	\$ 70.61	\$ 17,759.62
A 5.46	U051B	MAIN ST			0.87	1.01	0.14	2	0	2	0	11400	5700	0.28	614.00	5.75	\$ 988.54	\$ -	\$ 988.54	\$ 18,748.16
A 5.46	U051B	MAIN ST		Kentucky Alley	1.01	1.04	0.03	2	0	2	0	11400	5700	0.06	614.01	5.75	\$ 211.83	\$ -	\$ 211.83	\$ 18,960.00
A 5.46	U051B	MAIN ST	Kentucky Alley		1.04	1.10	0.06	3	0	3	0	11400	3800	0.18	540.00	5.75	\$ 558.90	\$ -	\$ 558.90	\$ 19,518.90
A 5.46	U051B	EAST ST			1.10	1.12	0.02	3	0	3	0	11400	3800	0.06	540.00	5.75	\$ 186.30	\$ -	\$ 186.30	\$ 19,705.20
A 5.46	U051B	EAST ST			1.12	1.20	0.08	4	0	4	0	11400	2850	0.32	492.50	5.75	\$ 906.20	\$ -	\$ 906.20	\$ 20,611.40
A 5.46	U051B	EAST ST		Washington St	1.20	1.29	0.09	4	0	4	0	11400	2850	0.36	492.50	5.75	\$ 1,019.48	\$ -	\$ 1,019.48	\$ 21,630.87
A 5.46	U051B	EAST ST	Washington St		1.29	1.48	0.19	4	0	4	0	12800	3200	0.76	510.00	5.75	\$ 2,228.70	\$ -	\$ 2,228.70	\$ 23,859.57
A 5.46	U051B	EAST ST		Douglas St	1.48	1.49	0.01	4	0	4	0	12500	3125	0.04	506.24	5.75	\$ 116.44	\$ -	\$ 116.44	\$ 23,976.01
A 5.46	U051B	EAST ST	Douglas St		1.49	1.51	0.02	4	0	4	0	12500	3125	0.08	506.24	5.75	\$ 232.87	\$ -	\$ 232.87	\$ 24,208.88

Part 6 Compensation for Services

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
A 5.46	U051B	EAST ST			1.51	1.62	0.11	3	0	3	0	12500	4167	0.33	558.35	5.75	\$ 1,059.47	\$ -	\$ 1,059.47	\$ 25,268.35
A 5.46	U051B	EAST ST		Locust St	1.62	1.65	0.03	3	0	3	0	12500	4167	0.09	558.35	5.75	\$ 288.95	\$ -	\$ 288.95	\$ 25,557.29
A 5.46	U051B	MAIN ST	Locust St		1.65	1.72	0.07	3	0	3	0	12800	4267	0.21	563.35	5.75	\$ 680.25	\$ -	\$ 680.25	\$ 26,237.54
A 5.46	U051B	MAIN ST		Walnut St	1.72	1.81	0.09	3	0	3	0	12500	4167	0.27	558.35	5.75	\$ 866.84	\$ -	\$ 866.84	\$ 27,104.38
A 5.46	U051B	MAIN ST	Walnut St	Empire St	1.81	1.88	0.07	3	0	3	0	12500	4167	0.21	558.35	5.75	\$ 674.21	\$ -	\$ 674.21	\$ 27,778.59
A 5.46	U051B	MAIN ST	Empire St	Graham St	1.88	1.95	0.07	3	0	3	0	14700	4900	0.21	595.00	5.75	\$ 718.46	\$ -	\$ 718.46	\$ 28,497.05
A 5.46	U051B	MAIN ST	Graham St		1.95	1.98	0.03	3	0	3	0	14700	4900	0.09	595.01	5.75	\$ 307.92	\$ -	\$ 307.92	\$ 28,804.97
A 5.46	U051B	MAIN ST		Beecher St	1.98	2.15	0.17	3	0	3	0	14700	4900	0.51	595.00	5.75	\$ 1,744.84	\$ -	\$ 1,744.84	\$ 30,549.80
A 5.46	U051B	MAIN ST	Beecher St	Seminary Ave	2.15	2.18	0.03	3	0	3	0	14700	4900	0.09	595.01	5.75	\$ 307.92	\$ -	\$ 307.92	\$ 30,857.72
A 5.46	U051B	MAIN ST	Seminary Ave	Emerson St	2.18	2.24	0.06	3	0	3	0	14700	4900	0.18	595.01	5.75	\$ 615.84	\$ -	\$ 615.84	\$ 31,473.56
A 5.46	U051B	MAIN ST	Emerson St		2.24	2.37	0.13	3	0	3	0	15200	5067	0.39	601.34	5.75	\$ 1,348.50	\$ -	\$ 1,348.50	\$ 32,822.06
A 5.46	U051B	MAIN ST		Division St	2.37	2.38	0.01	2	0	2	0	15200	7600	0.02	652.04	5.75	\$ 74.98	\$ -	\$ 74.98	\$ 32,897.05
FAP 693	U150	MARKET ST	Truckers Lane		15.24	15.26	0.02	4	1	5	2	19500	3900	0.10	545.01	5.75	\$ 313.38	\$ 37.95	\$ 351.33	\$ 33,248.38
FAP 693	U150	MARKET ST			15.26	15.29	0.03	4	1	5	2	19500	3900	0.15	545.00	5.75	\$ 470.06	\$ 56.93	\$ 526.99	\$ 33,775.36
FAP 693	U150	MARKET ST			15.29	15.31	0.02	4	1	5	2	19500	3900	0.10	545.01	5.75	\$ 313.38	\$ 37.95	\$ 351.33	\$ 34,126.69
FAP 693	U150	MARKET ST		MLK Drive	15.31	15.35	0.04	4	1	5	5	19500	3900	0.20	545.00	5.75	\$ 626.75	\$ 37.95	\$ 664.70	\$ 34,791.39
FAP 693	U150	MARKET ST	MLK Drive		15.35	15.39	0.04	4	1	5	5	17900	3580	0.20	529.00	5.75	\$ 608.35	\$ 37.95	\$ 646.30	\$ 35,437.69
FAP 693	U150	MARKET ST			15.39	15.42	0.03	4	0	4	5	17900	4475	0.12	573.75	5.75	\$ 395.89	\$ 28.46	\$ 424.35	\$ 35,862.04
FAP 693	U150	MARKET ST			15.42	15.44	0.02	4	1	5	5	17900	3580	0.10	529.01	5.75	\$ 304.18	\$ 18.98	\$ 323.16	\$ 36,185.20
FAP 693	U150	MARKET ST			15.44	15.45	0.01	4	1	5	5	17900	3580	0.05	528.99	5.75	\$ 152.08	\$ 9.49	\$ 161.57	\$ 36,346.77
FAP 693	U150	MARKET ST			15.45	15.46	0.01	4	0	4	5	17900	4475	0.04	573.76	5.75	\$ 131.96	\$ 9.49	\$ 141.45	\$ 36,488.22
FAP 693	U150	MARKET ST			15.46	15.47	0.01	4	0	4	5	17900	4475	0.04	573.76	5.75	\$ 131.96	\$ 9.49	\$ 141.45	\$ 36,629.68
FAP 693	U150	MARKET ST		Carolina	15.47	15.48	0.01	4	1	5	5	17900	3580	0.05	528.99	5.75	\$ 152.08	\$ 9.49	\$ 161.57	\$ 36,791.25
FAP 693	U150		Carolina		15.48	15.49	0.01	4	1	5	5	17900	3580	0.05	528.99	5.75	\$ 152.08	\$ 9.49	\$ 161.57	\$ 36,952.82
FAP 693	U150				15.49	15.51	0.02	4	1	5	0	14600	2920	0.10	496.00	5.75	\$ 285.20	\$ -	\$ 285.20	\$ 37,238.02
FAP 693	U150				15.51	15.53	0.02	4	1	5	0	14600	2920	0.10	496.00	5.75	\$ 285.20	\$ -	\$ 285.20	\$ 37,523.22
FAP 693	U150				15.53	15.55	0.02	4	1	5	0	14600	2920	0.10	496.00	5.75	\$ 285.20	\$ -	\$ 285.20	\$ 37,808.42
FAP 693	U150				15.55	15.59	0.04	4	1	5	0	14600	2920	0.20	496.00	5.75	\$ 570.40	\$ -	\$ 570.40	\$ 38,378.82
FAP 693	U150			Brown St	15.59	15.61	0.02	4	1	5	0	14600	2920	0.10	496.00	5.75	\$ 285.20	\$ -	\$ 285.20	\$ 38,664.02
FAP 693	U150		Brown St		15.61	15.70	0.09	4	1	5	0	14600	2920	0.45	496.00	5.75	\$ 1,283.40	\$ -	\$ 1,283.40	\$ 39,947.42
FAP 693	U150			White Oak Road	15.70	15.71	0.01	4	1	5	0	14600	2920	0.05	496.00	5.75	\$ 142.60	\$ -	\$ 142.60	\$ 40,090.02
FAP 693	U150		White Oak Road		15.71	15.72	0.01	4	1	5	5	14400	2880	0.05	494.02	5.75	\$ 142.03	\$ 9.49	\$ 151.52	\$ 40,241.54
FAP 693	U150				15.72	15.75	0.03	4	1	5	0	14400	2880	0.15	494.01	5.75	\$ 426.08	\$ -	\$ 426.08	\$ 40,667.62
FAP 693	U150				15.75	15.79	0.04	3	0	3	0	14400	4800	0.12	590.00	5.75	\$ 407.10	\$ -	\$ 407.10	\$ 41,074.72
FAP 693	U150				15.79	15.81	0.02	3	0	3	0	14400	4800	0.06	590.00	5.75	\$ 203.55	\$ -	\$ 203.55	\$ 41,278.27

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAP 693	U150				15.81	15.82	0.01	2	0	2	0	14400	7200	0.02	643.98	5.75	\$ 74.06	\$ -	\$ 74.06	\$41,352.33
FAP 693	U150			Hinshaw St	15.82	15.85	0.03	2	1	3	0	14400	4800	0.09	590.01	5.75	\$ 305.33	\$ -	\$ 305.33	\$41,657.66
FAP 693	U150	HINSHAW AVE	Market St		15.85	15.86	0.01	2	1	3	0	3750	1250	0.03	349.96	5.75	\$ 60.37	\$ -	\$ 60.37	\$41,718.03
FAP 693	U150	HINSHAW AVE			15.86	15.88	0.02	2	1	3	0	3750	1250	0.06	350.00	5.75	\$ 120.75	\$ -	\$ 120.75	\$41,838.78
FAP 693	U150	HINSHAW AVE			15.88	15.96	0.08	2	0	2	0	3750	1875	0.16	412.50	5.75	\$ 379.50	\$ -	\$ 379.50	\$42,218.28
FAP 693	U150	LOCUST ST		Western Ave	15.96	16.14	0.18	2	0	2	0	6200	3100	0.36	505.00	5.75	\$1,045.35	\$ -	\$1,045.35	\$43,263.63
FAP 693	U150	LOCUST ST	Western Ave	Morris Ave	16.14	16.22	0.08	2	0	2	0	6200	3100	0.16	505.00	5.75	\$ 464.60	\$ -	\$ 464.60	\$43,728.23
FAP 693	U150	LOCUST ST	Morris Ave	ICRR	16.22	16.32	0.10	2	0	2	0	7100	3550	0.20	527.51	5.75	\$ 606.64	\$ -	\$ 606.64	\$44,334.87
FAP 693	U150	LOCUST ST	ICRR	Howard St	16.32	16.35	0.03	2	1	3	0	7100	2367	0.09	461.70	5.75	\$ 238.93	\$ -	\$ 238.93	\$44,573.80
FAP 693	U150	LOCUST ST	Howard St		16.35	16.37	0.02	2	0	2	0	7100	3550	0.04	527.47	5.75	\$ 121.32	\$ -	\$ 121.32	\$44,695.11
FAP 693	U150	LOCUST ST			16.37	16.38	0.01	2	0	2	0	7100	3550	0.02	527.53	5.75	\$ 60.67	\$ -	\$ 60.67	\$44,755.78
FAP 693	U150	LOCUST ST		Catherine Ave	16.38	16.40	0.02	2	0	2	0	7100	3550	0.04	527.47	5.75	\$ 121.32	\$ -	\$ 121.32	\$44,877.10
FAP 693	U150	LOCUST ST	Catherine Ave	Allin St	16.40	16.46	0.06	2	1	3	0	7100	2367	0.18	461.70	5.75	\$ 477.86	\$ -	\$ 477.86	\$45,354.96
FAP 693	U150	LOCUST ST	Allin St	Oak St	16.46	16.64	0.18	2	0	2	0	7100	3550	0.36	527.50	5.75	\$1,091.93	\$ -	\$1,091.93	\$46,446.88
FAP 693	U150	LOCUST ST	Oak St	Lee St	16.64	16.69	0.05	2	0	2	5	7100	3550	0.10	527.51	5.75	\$ 303.32	\$ 47.44	\$ 350.76	\$46,797.64
FAP 693	U150	LOCUST ST	Lee St	Roosevelt Ave	16.69	16.74	0.05	3	0	3	0	5600	1867	0.15	411.70	5.75	\$ 355.09	\$ -	\$ 355.09	\$47,152.73
FAP 693	U150	LOCUST ST	Roosevelt Ave	N Center St	16.74	16.84	0.10	3	0	3	0	6100	2033	0.30	428.30	5.75	\$ 738.82	\$ -	\$ 738.82	\$47,891.55
FAP 693	U150	LOCUST ST	N Center St	Main St	16.84	16.90	0.06	3	0	3	0	7300	2433	0.18	468.30	5.75	\$ 484.69	\$ -	\$ 484.69	\$48,376.24
FAP 693	U150	LOCUST ST	Main St	East St	16.90	16.97	0.07	3	0	3	0	8200	2733	0.21	486.65	5.75	\$ 587.63	\$ -	\$ 587.63	\$48,963.87
FAP 693	U150	LOCUST ST	East St	McLean St	16.97	17.17	0.20	2	0	2	0	8200	4100	0.40	555.00	5.75	\$1,276.50	\$ -	\$1,276.50	\$50,240.37
FAP 693	U150	LOCUST ST	McLean St		17.17	17.34	0.17	2	0	2	0	8800	4400	0.34	570.00	5.75	\$1,114.35	\$ -	\$1,114.35	\$51,354.72
FAP 693	U150	LOCUST ST		Clinton St	17.34	17.38	0.04	2	0	2	0	8800	4400	0.08	570.00	5.75	\$ 262.20	\$ -	\$ 262.20	\$51,616.92
FAP 693	S009	LOCUST ST	Clinton St		17.38	17.50	0.12	2	0	2	0	8400	4200	0.24	560.00	5.75	\$ 772.80	\$ -	\$ 772.80	\$52,389.72
FAP 693	S009	LOCUST ST			17.50	17.51	0.01	2	0	2	0	8400	4200	0.02	560.00	5.75	\$ 64.40	\$ -	\$ 64.40	\$52,454.12
FAP 693	S009	LOCUST ST		Linden St	17.51	17.55	0.04	2	0	2	0	8400	4200	0.08	560.00	5.75	\$ 257.60	\$ -	\$ 257.60	\$52,711.72
FAP 693	S009	LOCUST ST	Linden St	Colton Ave	17.55	17.75	0.20	2	0	2	0	9000	4500	0.40	575.00	5.75	\$1,322.50	\$ -	\$1,322.50	\$54,034.22
FAP 693	S009	LOCUST ST	Colton Ave		17.75	17.93	0.18	2	0	2	0	9000	4500	0.36	575.00	5.75	\$1,190.25	\$ -	\$1,190.25	\$55,224.47
FAP 693	S009	LOCUST ST		Towanda Ave	17.93	18.03	0.10	2	0	2	0	9000	4500	0.20	575.00	5.75	\$ 661.25	\$ -	\$ 661.25	\$55,885.72
FAP 693	S009	TOWANDA AVE	Towanda Ave		18.03	18.13	0.10	3	0	3	2	15500	5167	0.30	603.34	5.75	\$1,040.76	\$189.75	\$1,230.51	\$57,116.23
FAP 693	S009	TOWANDA AVE		Towanda Ave	18.13	18.22	0.09	3	0	3	2	15500	5167	0.27	603.34	5.75	\$ 936.69	\$170.78	\$1,107.46	\$58,223.69
FAP 693	S009		Towanda Ave		18.22	18.23	0.01	2	0	2	0	15500	7750	0.02	654.95	5.75	\$ 75.32	\$ -	\$ 75.32	\$58,299.01
FAP 693	S009			Empire St	18.23	18.42	0.19	2	0	2	0	15500	7750	0.38	655.00	5.75	\$1,431.18	\$ -	\$1,431.18	\$59,730.18
FAP 730	U051B	CENTER ST	Division St	Kelsey St	4.82	4.84	0.02	2	0	2	0	14100	7050	0.04	641.02	5.75	\$ 147.43	\$ -	\$ 147.43	\$59,877.62
FAP 730	U051B	CENTER ST	Kelsey St	Emerson St	4.84	4.95	0.11	2	0	2	0	14100	7050	0.22	641.00	5.75	\$ 810.87	\$ -	\$ 810.87	\$60,688.48
FAP 730	U051B	CENTER ST	Emerson St	Seminary St	4.95	5.02	0.07	2	0	2	0	14100	7050	0.14	641.00	5.75	\$ 516.01	\$ -	\$ 516.01	\$61,204.49

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAP 730	U051B	CENTER ST	Seminary St	Empire St	5.02	5.31	0.29	2	0	2	0	14200	7100	0.58	642.00	5.75	\$ 2,141.07	\$ -	\$ 2,141.07	\$ 63,345.56
FAP 730	U051B	CENTER ST	Empire St	Chestnut St	5.31	5.48	0.17	2	0	2	0	17200	8600	0.34	672.00	5.75	\$ 1,313.76	\$ -	\$ 1,313.76	\$ 64,659.32
FAP 730	U051B	CENTER ST	Chestnut St	Locust St	5.48	5.56	0.08	3	0	3	0	13500	4500	0.24	575.00	5.75	\$ 793.50	\$ -	\$ 793.50	\$ 65,452.82
FAP 730	U051B	MADISON ST	Locust St	Center St	5.56	5.61	0.05	3	0	3	0	11800	3933	0.15	546.65	5.75	\$ 471.49	\$ -	\$ 471.49	\$ 65,924.30
FAP 730	U051B	MADISON ST	Center St	Market St	5.61	5.72	0.11	4	0	4	0	11800	2950	0.44	497.50	5.75	\$ 1,258.68	\$ -	\$ 1,258.68	\$ 67,182.98
FAP 730	U051B	MADISON ST	Market St	Jefferson St	5.72	5.86	0.14	4	0	4	0	12100	3025	0.56	501.25	5.75	\$ 1,614.03	\$ -	\$ 1,614.03	\$ 68,797.00
FAP 730	U051B	MADISON ST	Jefferson St	Washington St	5.86	5.91	0.05	4	0	4	0	12100	3025	0.20	501.25	5.75	\$ 576.44	\$ -	\$ 576.44	\$ 69,373.44
FAP 730	U051B	MADISON ST	Washington St	Front St	5.91	5.97	0.06	4	0	4	0	10900	2725	0.24	486.25	5.75	\$ 671.03	\$ -	\$ 671.03	\$ 70,044.47
FAP 730	U051B	MADISON ST	Front St		5.97	6.00	0.03	4	1	5	0	10900	2180	0.15	443.00	5.75	\$ 382.09	\$ -	\$ 382.09	\$ 70,426.55
FAP 730	U051B	MADISON ST			6.00	6.10	0.10	4	0	4	0	10900	2725	0.40	486.25	5.75	\$ 1,118.38	\$ -	\$ 1,118.38	\$ 71,544.93
FAP 730	U051B	MADISON ST		Olive St	6.10	6.12	0.02	4	0	4	0	10900	2725	0.08	486.24	5.75	\$ 223.67	\$ -	\$ 223.67	\$ 71,768.60
FAP 730	U051B	CENTER ST	Olive St		6.12	6.15	0.03	2	0	2	0	10900	5450	0.06	609.00	5.75	\$ 210.11	\$ -	\$ 210.11	\$ 71,978.70
FAP 730	U051B	CENTER ST			6.15	6.16	0.01	2	0	2	0	10900	5450	0.02	609.03	5.75	\$ 70.04	\$ -	\$ 70.04	\$ 72,048.74
FAP 730	U051B	CENTER ST		Alley	6.16	6.17	0.01	2	0	2	0	10900	5450	0.02	609.03	5.75	\$ 70.04	\$ -	\$ 70.04	\$ 72,118.78
FAP 730	U051B	CENTER ST	Alley		6.17	6.21	0.04	2	0	2	0	10900	5450	0.08	609.01	5.75	\$ 280.14	\$ -	\$ 280.14	\$ 72,398.93
FAP 730	U051B	CENTER ST			6.21	6.30	0.09	2	0	2	0	10900	5450	0.18	609.00	5.75	\$ 630.32	\$ -	\$ 630.32	\$ 73,029.24
FAP 730	U051B	CENTER ST		Oakland Ave	6.30	6.33	0.03	2	0	2	0	10900	5450	0.06	609.00	5.75	\$ 210.11	\$ -	\$ 210.11	\$ 73,239.35
FAP 730	U051B	CENTER ST	Oakland Ave	Wood St	6.33	6.49	0.16	2	0	2	0	11400	5700	0.32	614.00	5.75	\$ 1,129.76	\$ -	\$ 1,129.76	\$ 74,369.11
FAP 730	U051B	CENTER ST	Wood St	Lincoln St	6.49	6.83	0.34	2	0	2	0	10100	5050	0.68	601.00	5.75	\$ 2,349.91	\$ -	\$ 2,349.91	\$ 76,719.02
FAP 730	U051B	CENTER ST	Lincoln St	Stewart St	6.83	6.94	0.11	2	0	2	0	10100	5050	0.22	601.00	5.75	\$ 760.27	\$ -	\$ 760.27	\$ 77,479.28
FAP 730	U051B	CENTER ST	Stewart St	Layfayette St	6.94	7.06	0.12	2	0	2	0	10100	5050	0.24	601.00	5.75	\$ 829.38	\$ -	\$ 829.38	\$ 78,308.66
FAP 730	U051B	CENTER ST			7.06	7.07	0.01	2	0	2	0	10100	5050	0.02	600.97	5.75	\$ 69.11	\$ -	\$ 69.11	\$ 78,377.77
FAU 6363	U150	OAKLAND AVE	Clinton St	Clinton St	1.97	2.00	0.03	4	0	4	0	16300	4075	0.12	553.75	5.75	\$ 382.09	\$ -	\$ 382.09	\$ 78,759.86
FAU 6363	U150	OAKLAND AVE	Clinton St	Robinson St	2.00	2.07	0.07	4	0	4	0	16300	4075	0.28	553.75	5.75	\$ 891.54	\$ -	\$ 891.54	\$ 79,651.40
FAU 6363	U150	OAKLAND AVE	Robinson St	Bunn St	2.07	2.10	0.03	4	0	4	0	16300	4075	0.12	553.75	5.75	\$ 382.09	\$ -	\$ 382.09	\$ 80,033.48
FAU 6363	U150	OAKLAND AVE	Bunn St		2.10	2.12	0.02	4	0	4	0	16400	4100	0.08	555.00	5.75	\$ 255.30	\$ -	\$ 255.30	\$ 80,288.78
FAU 6363	U150	OAKLAND AVE			2.12	2.19	0.07	4	0	4	0	16400	4100	0.28	555.00	5.75	\$ 893.55	\$ -	\$ 893.55	\$ 81,182.33
FAU 6363	U150	OAKLAND AVE		McClun St	2.19	2.20	0.01	4	0	4	0	16400	4100	0.04	555.00	5.75	\$ 127.65	\$ -	\$ 127.65	\$ 81,309.98
FAU 6363	U150	OAKLAND AVE	McClun St		2.20	2.21	0.01	4	0	4	5	16400	4100	0.04	555.00	5.75	\$ 127.65	\$ 9.49	\$ 137.14	\$ 81,447.12
FAU 6363	U150	OAKLAND AVE		Hannah St	2.21	2.28	0.07	4	0	4	5	16400	4100	0.28	555.00	5.75	\$ 893.55	\$ 66.41	\$ 959.96	\$ 82,407.08
FAU 6401	U150	CLINTON ST	Empire St		1.82	1.88	0.06	2	0	2	5	9000	4500	0.12	575.00	5.75	\$ 396.75	\$ 56.93	\$ 453.68	\$ 82,860.76
FAU 6401	U150	CLINTON ST		Walnut St	1.88	1.91	0.03	2	0	2	0	9000	4500	0.06	574.98	5.75	\$ 198.37	\$ -	\$ 198.37	\$ 83,059.13
FAU 6401	U150	CLINTON ST	Walnut St		1.91	2.02	0.11	2	0	2	0	9500	4750	0.22	587.50	5.75	\$ 743.19	\$ -	\$ 743.19	\$ 83,802.31
FAU 6401	U150	CLINTON ST			2.02	2.03	0.01	2	0	2	5	9500	4750	0.02	587.53	5.75	\$ 67.57	\$ 9.49	\$ 77.05	\$ 83,879.37
FAU 6401	U150	CLINTON ST		Locust St	2.03	2.06	0.03	2	1	3	5	9500	3167	0.09	508.34	5.75	\$ 263.07	\$ 28.46	\$ 291.53	\$ 84,170.90

LABEL_1	MARKED_RT	ROAD_NAME	From	To	BEG_STA	END_STA	SEG_LENGTH	LNS	LN_SPC_NBR	Total_Lane	MED_TYP	AADT	ADT_per_La	Lane_Miles	Lane_Rate	Factor	Lane Payment	Median Pay	Segment Payment	Cumulative Total
FAU 6401	U150	CLINTON ST	Locust St		2.06	2.09	0.03	2	0	2	5	11200	5600	0.06	612.01	5.75	\$ 211.14	\$ 28.46	\$ 239.61	\$ 84,410.50
FAU 6401	U150	CLINTON ST			2.09	2.11	0.02	2	0	2	5	11200	5600	0.04	611.99	5.75	\$ 140.76	\$ 18.98	\$ 159.73	\$ 84,570.24
FAU 6401	U150	CLINTON ST		Mulberry St	2.11	2.13	0.02	2	0	2	0	11200	5600	0.04	611.99	5.75	\$ 140.76	\$ -	\$ 140.76	\$ 84,710.99
FAU 6401	U150	CLINTON ST	Mulberry St		2.13	2.27	0.14	2	0	2	0	11200	5600	0.28	612.00	5.75	\$ 985.32	\$ -	\$ 985.32	\$ 85,696.31
FAU 6401	U150	CLINTON ST		Monroe St	2.27	2.30	0.03	2	1	3	0	11200	3733	0.09	536.65	5.75	\$ 277.72	\$ -	\$ 277.72	\$ 85,974.03
FAU 6401	U150	CLINTON ST	Monroe St	Jefferson St	2.30	2.35	0.05	2	1	3	5	11200	3733	0.15	536.65	5.75	\$ 462.86	\$ 47.44	\$ 510.30	\$ 86,484.33
FAU 6401	U150	CLINTON ST	Jefferson St	Washington St	2.35	2.41	0.06	2	1	3	0	11200	3733	0.18	536.65	5.75	\$ 555.43	\$ -	\$ 555.43	\$ 87,039.76
FAU 6401	U150	CLINTON ST	Washington St	Grove St	2.41	2.53	0.12	2	1	3	5	9700	3233	0.36	511.65	5.75	\$ 1,059.12	\$ 113.85	\$ 1,172.97	\$ 88,212.73
FAU 6401	U150	CLINTON ST	Grove St		2.53	2.61	0.08	2	1	3	5	9700	3233	0.24	511.65	5.75	\$ 706.08	\$ 75.90	\$ 781.98	\$ 88,994.70
FAU 6401	U150	CLINTON ST			2.61	2.62	0.01	2	1	3	0	9700	3233	0.03	511.68	5.75	\$ 88.26	\$ -	\$ 88.26	\$ 89,082.97
FAU 6401	U150	CLINTON ST			2.62	2.65	0.03	2	0	2	0	9700	4850	0.06	592.51	5.75	\$ 204.42	\$ -	\$ 204.42	\$ 89,287.38
FAU 6401	U150	CLINTON ST			2.65	2.71	0.06	2	0	2	0	9700	4850	0.12	592.49	5.75	\$ 408.82	\$ -	\$ 408.82	\$ 89,696.20
FAU 6401	U150	CLINTON ST		Felton PL	2.71	2.75	0.04	2	0	2	0	9700	4850	0.08	592.50	5.75	\$ 272.55	\$ -	\$ 272.55	\$ 89,968.75
FAU 6401	U150	CLINTON ST	Felton PL	Oakland Ave	2.75	2.80	0.05	2	1	3	0	9700	3233	0.15	511.66	5.75	\$ 441.31	\$ -	\$ 441.31	\$ 90,410.06
FAU 6406	U150	HANNAH ST	Oakland Ave		0.00	0.04	0.04	2	1	3	0	9000	3000	0.12	500.00	5.75	\$ 345.00	\$ -	\$ 345.00	\$ 90,755.06
FAU 6406	U150	HANNAH ST			0.04	0.06	0.02	2	0	2	0	9000	4500	0.04	575.00	5.75	\$ 132.25	\$ -	\$ 132.25	\$ 90,887.31
FAU 6406	U150	HANNAH ST			0.06	0.08	0.02	2	0	2	5	9000	4500	0.04	575.00	5.75	\$ 132.25	\$ 18.98	\$ 151.23	\$ 91,038.53
FAU 6406	U150	HANNAH ST		Bell St	0.08	0.12	0.04	2	1	3	5	9000	3000	0.12	500.00	5.75	\$ 345.00	\$ 37.95	\$ 382.95	\$ 91,421.48
FAU 6406	U150	HANNAH ST	Bell St		0.12	0.16	0.04	2	1	3	5	9000	3000	0.12	500.00	5.75	\$ 345.00	\$ 37.95	\$ 382.95	\$ 91,804.43
FAU 6406	U150	HANNAH ST		Croxton Ave	0.16	0.28	0.12	2	0	2	0	9000	4500	0.24	575.00	5.75	\$ 793.50	\$ -	\$ 793.50	\$ 92,597.93

LN_SPC_NBR

Number of Special Lanes (Left Turn, Right turn etc.)

Grand Total

\$ 92,597.93

MED_TYP

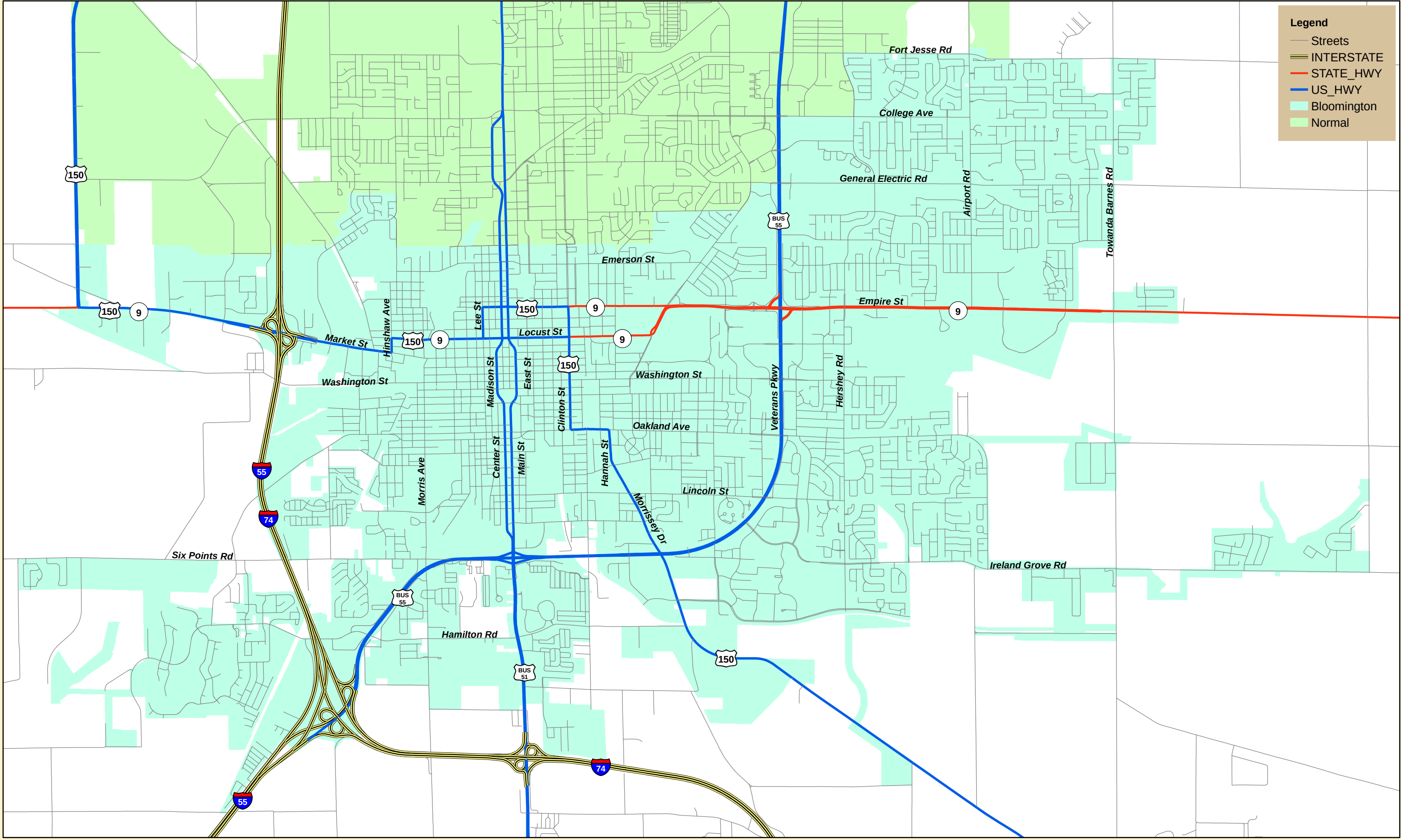
2 - Curbed Median
5 - Flush Median
7 - Flush Median

Street Map



Legend

-  Streets
-  INTERSTATE
-  STATE_HWY
-  US_HWY
-  Bloomington
-  Normal



Multi-Year Program (MYP)

Each year, IDOT looks forward to pushing transportation boundaries with hopes to ignite and support the next transportation revolution – to transform transportation for tomorrow. IDOT strives to ensure that Illinois residents, businesses, and visitors are provided with a transportation system that is safe, accessible, sustainable, environmentally conscious, and makes connections whenever possible with the goal to someday offer a seamless travel experience.

IDOT's Multi-Modal, Multi-Year Program (MYP): Transforming Transportation for Tomorrow provides Illinoisans and IDOT stakeholders with a comprehensive transportation improvement plan for Illinois' transportation system within a proposed six-year program. The program includes IDOT's Proposed Multi-Year Highway Program, as well as the most recent improvement programs for transit, rail, and aeronautics. IDOT understands that in order to carry out the multi-modal vision effectively, the department needs to look at a full range of transportation options, evaluate how they affect mobility for users, assess the current infrastructure, prioritize needed improvements based on system performance metrics and then, with available revenue sources, strive to integrate them into the overall IDOT transportation strategy.

Through IDOT's MYP, the department strives to provide its target audience with details on the plan's funding, process, and proposed projects and initiatives that will preserve, maintain, improve, and expand Illinois' multi-modal system. It is IDOT's expectation that these efforts provide Illinois with safe, reliable, and accessible travel and freight options.

Maps	Publication	Lists	Public Outreach	Get Involved
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Maps

MYP projects can be viewed on an interactive map using IDOT's Getting Around Illinois website. Please visit this site, [click here](#), to view the current program's projects.

Legislative Maps

- [2012 Legislative District Map - Statewide](#)
- [2012 Legislative District Map - Northeastern IL](#)

Congressional Maps

- [2012 Congressional District Map - Statewide](#)
- [2012 Congressional District map - Northeastern IL](#)



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

OCTOBER 13, 2014

ADDITION TO CONSENT AGENDA

- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*
- Item 7H. Request to Retain Farnsworth Group for Design of Relocating two (2) Twenty-four inch (24") Water Transmission Mains at Main St. Bridge in the Town of Normal and a Study of Lining Cast Iron Twenty-four inch (24") Water Transmission Main. (Recommend that the Agreement with Farnsworth Group for the design to relocate the two (2) twenty-four transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.) *Professional Services Agreement.*

REMOVED FROM CONSENT AGENDA

- Item 7N. Petition submitted by McLean County Land Trust FSB 1200, (d/b/a Towanda Plaza Corp.), requesting Approval to Rezone From C – 3, Community Regional Shopping District to R – 3A, Multiple Family Residence District for 1234, 1236, and 1238 E. Empire St. (Recommend that the Rezoning be approved and the Ordinance passed.)



FOR COUNCIL: October 13, 2014

SUBJECT: Bills and Payroll

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

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$6,646,256.22 (Payroll total \$2,241,143.29, and Accounts Payable total \$4,405,112.93).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of October 13, 2014

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/2/2014	\$ 1,293,412.14	\$ 322,592.86	\$ 1,616,005.00
10/3/2014	\$ 239,294.72	\$ 79,882.80	\$ 319,177.52
10/10/2014	\$ 228,436.29	\$ 77,677.67	\$ 306,113.96
10/10/2014	\$ (142.31)	\$ (10.88)	\$ (153.19)
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 2,241,143.29

ACCOUNTS PAYABLE

Date	Bank	Total	PCARD
10/13/2014	AP General	\$ 4,296,748.17	\$ -
	AP BCPA	\$ -	\$ -
10/13/2014	AP Comm Devel	\$ 5,394.51	
10/13/2014	AP IHDA	\$ 24.00	
10/13/2014	AP Library	\$ 45,498.66	
	AP MFT	\$ -	
9/23/14-10/12/14	Off Cycle Check Runs	\$ 57,447.59	
	AP GRAND TOTAL	\$ 4,405,112.93	
			WIRE GRAND TOTAL
			\$ -

TOTAL	\$ 6,646,256.22
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Respectfully,

Patti-Lynn Silva
Director of Finance

**CITY OF BLOOMINGTON
AGREEMENT FOR PROFESSIONAL SERVICES
WITH FARNSWORTH GROUP**

THIS AGREEMENT, dated this ____ day of October, 2014, is between the City of Bloomington (hereinafter "CLIENT") and the Farnsworth Group (hereinafter "FARNSWORTH").

WHEREAS, CLIENT sought proposals from professional engineering service firms for the design and bidding of relocating two 24-inch diameter raw water transmission mains along Sugar Creek due to the scheduled Main Street Bridge replacement (hereinafter sometimes collectively referred to as "Project"); and

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

NOW THEREFORE, the parties agree as follows:

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

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

- (A) Design and bid the relocation of two 24-inch diameter raw water transmission mains along Sugar Creek;
- (B) Investigate water main lining alternatives for the raw water transmission mains from Fort Jesse Road to the City's Water Treatment Plant; and
- (C) Design and coordinate the Project's bid, including preparation of detailed plans and specifications, as well as permitting and bidding services.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-24, a Request for Proposal for Design of the Raw Water Transmission Main Relocation at the Main Street Bridge for the City of Bloomington, including Addendum #1 and Addendum #2, as well as the proposal submitted by FARNSWORTH, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by FARNSWORTH. In the event of a direct conflict between the terms of the RFP/Proposal and this Agreement, the terms of Agreement shall govern.

Section 4. Fees/Invoices. For its services, CLIENT agrees to pay FARNSWORTH a fee of \$9,700 for the design work and \$8,500 for the water main lining work. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

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

Section 6. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purposes, including but not limited to the CLIENT'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction.

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

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

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

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

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other

party. Subcontracting to subconsultants, normally contemplated by FARNSWORTH as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

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

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

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

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

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

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

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

Section 19. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and FARNSWORTH'S proposal, this Agreement is the entire Agreement between the CLIENT and FARNSWORTH. It supersedes all prior communications, understandings and

agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH.

Section 20. Time for Services. Time is of the essence. FARNSWORTH shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT and the terms and conditions set forth in the RFP.

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

Section 22. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

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

Section 24. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 25. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 26. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

FARNSWORTH ENGINEERING

By: _____
Its Mayor

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



ADDENDUM II

BLOOMINGTON CITY COUNCIL AGENDA

OCTOBER 13, 2014

CORRECTION TO CONSENT AGENDA

- Item 7G. Intergovernmental Agreement with District 87 for Providing Salt for 2014/2015 Winter Season at a cost of ~~\$58.34~~ \$61.01 per ton. (Recommend that the Agreement with District 87 for providing salt be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) *Please note that the Agenda listed the price of the salt only, there is a storage, hauling and loading fee of \$5.00 for a total cost of \$61.01 per ton.*