



CITY OF
BLOOMINGTON
COUNCIL MEETING
SEPTEMBER 26, 2016



City Logo Design Rationale

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!



2015 Strategic Plan Goals

Goal	1. Financially Sound City Providing Quality Basic Services
Objective	a. Budget with adequate resources to support defined services and level of services b. Reserves consistent with city policies c. Engaged residents that are well informed and involved in an open governance process d. City services delivered in the most cost-effective, efficient manner e. Partnering with others for the most cost-effective service delivery
Goal	2. Upgrade City Infrastructure and Facilities
Objective	a. Better quality roads and sidewalks b. Quality water for the long term c. Functional, well maintained sewer collection system d. Well-designed, well maintained City facilities emphasizing productivity and customer service e. Investing in the City's future through a realistic, funded capital improvement program
Goal	3. Grow the Local Economy
Objective	a. Retention and growth of current local businesses b. Attraction of new targeted businesses that are the "right" fit for Bloomington c. Revitalization of older commercial homes d. Expanded retail businesses e. Strong working relationship among the City, businesses, economic development organizations
Goal	4. Strong Neighborhoods
Objective	a. Residents feeling safe in their homes and neighborhoods b. Upgraded quality of older housing stock c. Preservation of property/home valuations d. Improved neighborhood infrastructure e. Strong partnership with residents and neighborhood associations f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
Goal	5. Great Place – Livable, Sustainable City
Objective	a. Well-planned City with necessary services and infrastructure b. City decisions consistent with plans and policies c. Incorporation of "Green Sustainable" concepts into City's development and plans d. Appropriate leisure and recreational opportunities responding to the needs of residents e. More attractive city: commercial areas and neighborhoods
Goal	6. Prosperous Downtown Bloomington
Objective	a. More beautiful, clean Downtown area b. Downtown Vision and Plan used to guide development, redevelopment and investments c. Downtown becoming a community and regional destination d. Healthy adjacent neighborhoods linked to Downtown e. Preservation of historic buildings

RESOLUTION NO. 2016 -29

**A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE
CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

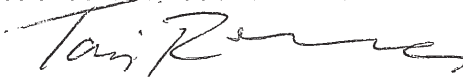
Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST


Cherry L. Lawson, City Clerk

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.

AGENDA



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, SEPTEMBER 26, 2016 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. Recognition/Appointments**

- A. Appointment of James Jordan to the Bloomington Board of Fire and Police Commissioners.

- 6. Public Comment**

- 7. "Consent Agenda"**

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

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

- A. Consideration of approving the Minutes of the September 12, 2016 Regular City Council Meeting. *(Recommend that the reading of the minutes from the September 12, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.)*

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- B. Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$7,696,062.11. *(Recommend that the bills, payroll, electronic transfers, and procurement cards be allowed in the amount of \$7,696,062.11, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving an Appointment to the Bloomington Board of Fire and Police Commissioners. *(Recommend that James Jordan be appointed to the Bloomington Board of Fire and Police Commissioners.)*
- D. Consideration of authorizing a Rejection of a Bid for Public Works Garage (RFP 2017 07). *(Recommend Council reject the bid for a Public Works Garage from Pat Henson due to exceeding the anticipated cost, and the location not meeting the City's expectations.)*
- E. Consideration of adopting a Resolution approving Motor Fuel Tax for funding, and an Intergovernmental Agreement with McLean County for cost-sharing for the design, construction and maintenance of improvements to the intersection of Towanda Barnes Road and Ireland Grove Road. *(Recommend that the Resolution be adopted approving the Motor Fuel Tax for funding, approve the Intergovernmental Agreement with McLean County for cost-sharing, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- F. Consideration of approving the purchase of Toro mowers for the Parks Recreation & Cultural Arts ("PRCA") Department. *(Recommend that Council approves the purchase of six (6) Toro mowers from MTI Toro Distributing and Mathis Kelley Construction Supply, through joint purchasing agreements, for a total \$165,543.39 be approved and the Procurement Manager be authorized to issue a Purchase Orders for the same.)*
- G. Consideration of approving an application be submitted with McLean County SWCD IEPA 319 project for the purpose of promoting the application of nitrogen fertilizer for Watershed best management practices. *(Recommend that Council approves the Water Department to commit \$4,000.00 as in-kind services and supplies as cost share for an IEPA section 319 watershed best management practices project application by the McLean County Soil and Water Conservation District.)*
- H. Consideration of adopting a Resolution waiving the formal bidding process and authorize the Water Department to purchase Calgon Filtrasorb 300 Granular Activated Carbon (GAC) from Calgon Carbon Corporation. *(Recommend that the Council adopt a Resolution waiving the formal bidding process for Calgon Filtrasorb 300 Granular Activated Carbon (GAC) and purchase this item from Calgon Carbon*

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Corporation, a limited source supplier, at a cost of \$13,250.00 per month for 36 months, the purchase of additional virgin carbon at \$45.00 per cubic feet up to a maximum yearly cost of \$50,000, and the City Manager and City Clerk be authorized to execute the necessary documents.)

- I. Consideration of approving an Annual Maintenance Agreement for City-wide Network and VoIP Telephone Infrastructure. *(Recommend that the agreement with Sentinel Technologies Inc., Springfield, IL for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP (voice over internet protocol) infrastructure, in the amount of \$86,277.00 for third of five years, be approved and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of adopting Resolution approving a Contract Amendment with Technical Solutions & Services, Inc. for the US Cellular Coliseum Building Automation System Improvements, (RFP 2016-15). *(Recommend That the Resolution approving a Contract Amendment with Technical Solutions & Services, Inc. for the US Cellular Coliseum Building Automation System Improvements, (RFP 2016-15) in the amount of \$81,490.00 be approved, and authorize the City Manager and City Clerk to execute the contract, and the Mayor and City Clerk to execute the Resolution.)*
- K. Consideration of adopting a Resolution waiving the competitive bidding process, and approving a contract for Crossing Guard Services with All City Management Service (ACMS) to staff, supervise, and administer the City's crossing guard program. *(Recommend That Council approve the Resolution to waive the competitive bidding process and approve a contract with ACMS for the remainder of this school year and all of next school year (2017-2018) at a cost of \$136,968.00 plus up to approximately \$10,000.00 per year in attendance bonuses (if earned by the crossing guards for perfect/near perfect attendance per semester), and authorize the City Manager to execute the agreement in a form deemed acceptable by the Corporation Counsel.)*
- L. Consideration of Ratification of Contract with Police Benevolent and Protective Association Command Union for the period of May 1, 2014 through April 30, 2016. *(Recommend that the contract be ratified.)*
- M. Consideration of approving a Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services to relating to Americans with Disabilities Act (ADA) compliance at the US Cellular Coliseum, (RFQ 2016-04). *(Recommend that the Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services relating to Americans with Disabilities Act (ADA) compliance at the US Cellular Coliseum in the amount of*

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\$75,000.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.)

- N. Consideration of adopting an Ordinance approving a Petition from MM Bowers, Inc., Thomas Thoennes, and Scott Burke, for a final plat for Resubdivision of Lot 41 Towanda Barnes Business Park 19th Addition, located East of Ekstam Drive and south of Cornelius Drive. *(Recommend that That the Ordinance be passed approving the expedited final plat for Resubdivision of Lot 41 Towanda Barnes Business Park 19th Addition and that the Mayor and City Clerk be authorized to sign the necessary documents.)*
- O. Consideration of adoption an ordinance approving the petition to rezone 827 W Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District. *(Recommend that an ordinance approving the petition to rezone 827 W Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- P. Consideration of adoption an ordinance approving the petition to rezone 829 W Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District. *(Recommend that an ordinance approving the petition to rezone 829 W Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- Q. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a meeting of the Philanthropic Educational Organization for Women on September 30, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a meeting of the Philanthropic Educational Organization for Women on September 30, 2016 at Davis Lodge be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- R. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on October 15, 2016. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on October 15, 2016, at the Davis Lodge be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

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8. Public Hearing

- A. Public hearing on the Annexation Agreement submitted by Neil A Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the property commonly located a 2229 Springfield Road, east of Springfield road and south of Szarek Drive (approximately 2.5 acres, PIN; 21-17-126-006). *(Council discussion 5 minutes)*

9. “Regular Agenda”

- A. Consideration of adopting an Ordinance approving the Annexation Agreement submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the property commonly located at 2229 Springfield Road, east of Springfield Road and south of Szarek Drive (approximately 2.5 acres, PIN: 21-17-126-006). *(Recommend that an ordinance approving the Annexation Agreement submitted by Neil A Gauger, Trustee of the T&R Trust dated December 24, 2014 for the property commonly located at 2229 Springfield Road, east of Springfield road and south of Szarek Drive (approximately 2.5 acres) be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Tom Dabareiner, Director of Community Development 5 minutes, Council discussion 5 minutes.)*
- B. Consideration of adoption of an ordinance approving the petition submitted by Neil Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the annexation and rezoning to B-1, Highway Business District, for the property commonly located at 2229 Springfield Road, east of Springfield road and south of Szarek Drive (approximately 2.5 acres, PIN: 21-17-126-006). *(Recommend that an ordinance approving the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the annexation and rezoning to B-1, Highway Business District, for the property commonly located at 2229 Springfield Road, east of Springfield road and south of Szarek Drive (approximately 2.5 acres, PIN: 21-17-126 006.) (Presentation by Tom Dabareiner, Director of Community Development 5 minutes, Council discussion 5 minutes.)*
- C. Consideration of adopting a Resolution waiving the bidding process and approve the purchase of a long-term but temporary building for sheltering of Public Works vehicles. *(Recommend (a) that the Resolution waiving the bidding process be approved. (b) that the purchase of a Public Works vehicle storage facility be approved in the amounts of \$51,280.50 in materials, \$20,638.40 for installation, and \$1,380 in freight (for a total of \$73,298.90) from Greenfield Contractors and that the Purchasing Agent be authorized to issue a Purchase Order for the same.*

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(c) Pending Council approval a budget transfer of \$10,580.40 from Snow & Ice Removal-Rock Salt account (10016124-71085) to the Public Works Administration-Capital Outlay Buildings account (10016110-72520). A transfer of \$62,718.50 included in the FY 2017 Budget under Public Works Administration-Lease Payment account (10016110-70425) will be transferred to Public Works Administration-Capital Outlay Building account (10016110-72520). (Presentation by Jim Karch, Director of Public Works 5 minutes, Council discussion 10 minutes.)

- D. Consideration of approval of an Ordinance renewing an existing Electric Franchise Agreement with Corn Belt Electric Cooperative, Inc. for a period of twenty (20) years. *(Recommend that the Ordinance Renewing an Existing Franchise and Granting for a Period of (20) Years to Corn Belt Electric Cooperative, A Corporation, its Successors and Assigns, the Franchise, Right, Permission, and Authority to Construct, Reconstruct, Excavate for, Place, Remove, Extend, Maintain, and Operate an Electric Utility System in the City of Bloomington, County of McLean and State of Illinois, and authorize the Mayor and City Clerk to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel 5 minutes, Council discussion 5 minutes.)*
- E. Consideration of approving a Professional Services Contract with the BKV Group for Architectural and Engineering Services to Evaluate the City's Office and Operational Area Space Needs, (RFQ 2016-04). *(Recommend that the Professional Services Contract with the BKV Group for Architectural and Engineering Services to Evaluate the City's Office and Operational Area Space Needs in the amount of \$169,000.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.) (Presentation by Steve Rasmussen, Assistant City Manager 5 minutes, Council discussion 10 minutes.)*

- 10. City Manager's Discussion**
- 11. Mayor's Discussion**
- 12. City Aldermen's Discussion**
- 13. Executive Session – Cite Section**
- 14. Adjournment**
- 15. Notes**

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RECOGNITION



Item 5

RECOGNITION / APPOINTMENT

5. Recognition/Appointments

- A. Appointment of James Jordan to the Bloomington Board of Fire and Police Commissioners.

CONSENT AGENDA

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7A

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving the Minutes of the September 12, 2016 Regular City Council Meeting.

RECOMMENDATION/MOTION: That the reading of the minutes of September 12, 2016 Regular City Council Meeting, 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 minutes of the meetings provided 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: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:



David A. Hales
City Manager

Attachments:

- September 12, 2016 Regular Session Meeting Minutes

Motion: That the reading of the minutes of September 12, 2016 Regular City Council Meeting, be dispensed with and the minutes approved as printed.

**SUMMARY MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, SEPTEMBER 12, 2016; 7:00 P.M.**

1. Call to Order

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, September 12, 2016. The Meeting was called to order by Mayor Renner.

2. Pledge of Allegiance to the Flag

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

3. Remain Standing for a Moment of Silent Prayer

4. Roll Call

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

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

Staff Present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Jeffery Jurgens; Corporation Counsel; Cherry Lawson, City Clerk; Tom Dabareiner; Community Development Director, Nicole Albertson; Director of Human Resources, Jim Karch; Public Works Director, Austin Grammer; Economic Development Coordinator, and other City staff were present.

5. Recognition / Appointments

The following were presented:

- A. Proclamation, Recognizing Avani Rai for her Leadership Skills through 4-H.
- B. Proclamation declaring September 16, 2016 as, "Bloomington Center for the Performing Arts 10th Anniversary Day."
- C. Appointment of Eric Penn to the Planning Commission

6. Public Comment

Mayor Renner opened the meeting to receive Public Comment. The following individuals

provided comments during the meeting.

Rose McGolkin
Michael Davey
Bruce Meeks
Liz Bearden
Alton Franklin
Pamela Reinbrecht
Gary Lambert
Surena Fish
Patricia Marton

6. Consent Agenda

The following was presented:

Mayor Renner asked Council whether there were any items to be removed from the Consent Agenda for further discussion.

Motion by Alderman Schmidt, seconded by Alderman Hauman, that the Consent Agenda Items be approved.

Mayor Renner directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the August 22, 2016 Regular City Council Meeting.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Electronic Transfers and Procurement Cards in the amount of \$12,028,061.69.

The following was presented:

Item 7C. Consideration of Approving an Appointments to the Planning Commission.
The following was presented:

Item 7D. Consideration of Bids, and approval of Contracts with Vendors for Supply and Delivery of various Water Treatment Chemicals (Bid No. 2017-14).

The following was presented:

Item 7E. Consideration of Approving an Easement Agreement between Gary L. Thompson and Brenda K. Thompson and the City of Bloomington.

The following was presented:

Item 7F. Consideration of Approving an Easement Agreement between Mark C. Thompson and Mary A. Thompson and the City of Bloomington.

The following was presented:

Item 7G. Consideration of adoption of an ordinance for Case SP-05-16, a petition requesting approval of a Special Use Permit for a single family home in the B-1, Highway Business District for the property located at 1101 Morrissey Drive.

ORDINANCE NO. 2016 - 89

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SINGLE FAMILY HOME IN THE B-1, HIGHWAY BUSINESS DISTRICT FOR PROPERTY LOCATED AT 1101 MORRISSEY DRIVE

The following was presented:

Item 7H. Consideration of the application of 6 Points LLC, d/b/a Fast Stop, located at 1001 Six Points Rd., requesting a PAS liquor license which would allow the sale of all types packaged alcohol for consumption off the premises seven (7) days a week.

The following was presented:

Item 7I. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 2, 2016.

ORDINANCE NO. 2016 - 90

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON OCTOBER 2, 2016

The following was presented:

Item 7J. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 8, 2016.

ORDINANCE NO. 2016 - 91

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON OCTOBER 8, 2016

The following was presented:

Item 7K. Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on October 9, 2016.

ORDINANCE NO. 2016 - 92

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION AT DAVIS LODGE ON OCTOBER 9, 2016

The following was presented:

Regular Agenda

The following was presented:

Item 8A. Presentation of the Five-Year Capital Improvement Plan and the Capital Financing and Debt Policy. **Presentation and discussion only.**

Mr. Hales stated the Five Year Capital Improvement Plan (CIP) draft was prepared by multiple departments, directors and individuals. In 2009, the City lacked a definitive plan for the City's capital improvement needs. After adoption, the Five Year CIP will be a document that the public can rely on. The CIP allows Council to start prioritizing and following through on improvements. The CIP is a significant part of the City's Long-term Financial Plan. The City needs to begin addressing deferred capital. Staff input and community engagement were required to create efficient CIP. Approximately six (6) Master Plans have been approved. More Master Plans still require approval; but steps are being made in the right direction. The CIP adoption is another step.

Ms. Silva stated a Debt Policy should be utilized. The Operating Budget should have a budget for maintenance. Due to a lack of Maintenance money in the City's Operating budget, the City has incurred deferred capital. The items which should be within a Capital Improvement

Plan, one of which was a Debt Policy. To determine fiscal capacity, Credit Rating Agencies compare the City to other similar Cities with debt ratios. The City was rated low in terms of Debt per Capita. In addition to debt ratios, the rating agencies review the following: 1.) the local economy, 2.) revenue stream diversity; 3.) strong management and 5.) pensions. The past couple of years, the City has maintained a “AA” credit rating. To maintain the “AA” standard a CIP is required to address the deferred capital needs that exists.

There are four (4) ways the City pays for-debt; accumulate reserves, pay as you go in cash, debt financing, and savings in debt service. The City of Bloomington has twenty one-million dollars allocated this year for capital funding. \$8.8 million was for water, sewer, and storm, \$4.8 million was for street resurfacing, \$4.9 million was for street light and new construction, and \$3.6 million was for the general fund capital needs. The City’s debt will be reduced fifty percent (50%) in the next ten (10) years. The Debt Policy was in the process of revision to add flexibility. This would ensure that cash available would not be expended. Credit Rating Agencies like to see a City match new money issues with new revenue to offset it.

Mr. Hales stated the CIP Schedule intent, is to keep the presentations short, to allow ample time for Council discussion.

Mayor Renner reviewed the CIP Schedule.

Alderman Lower noted that item number five (5) in the policy, speaks to debt service expenses per capita. He questioned whether this policy will take into account the economy and the local economy’s ability to pay for improvements. He cited the different needs: building repairs, road repairs, road improvements, and sewer repairs. Taking into account the current needs of the city, there should also be an opportunity to grow.

Alderman Black stated, the CIP Schedule is a great tool to assist Council Members. It allows for Council and the Public to know upcoming council topics. Alderman Black wanted the CIP requirements to be flexible and realistic. Adjustments should be allowed as the city’s needs change over time.

Alderman Sage stated this plan has been a long time in the making. The CIP should have dedicated funding streams to support projects.

Alderman Mwilambwe cited concerns with future debt service and economic downturns. He supported infrastructure repairs but cautioned excessive debt service. He believed past Council discussions were about the City’s structural deficit and the ability to meet needs.

Alderman Black noted the State’s budget crisis and, that it does not assist Illinois City’s budget process.

Alderman Sage suggested inviting the State Legislators to a Council meeting to discuss budgeting issues.

Mr. Hales stated staff would provide Council with a running list of large projects that should be considered for debt financing. At the Committee Of The Whole Meeting on September 19, 2016, Council will be discussing 2017 streets and sidewalks, specifically street resurfacing.

City Manager's Discussion

Mr. Hales requested Tom Dabareiner, Community Development Director to discuss the Downtown Priorities Plan, and the Resolution to move forward and current projects.

Mr. Dabareiner stated, over the last year staff and directors have been accomplishing small tasks such as the Zoning Ordinance, and Wayfinding Signage. The Cultural District Commission has also been meeting to discuss different topics. He recommended creating a Priorities Plan (PP). A meeting on September 22, 2016 is scheduled with the Downtown stakeholders. The meeting would create a dialogue with the stakeholders to establish priorities. The second step is to allow for meetings with Council that allow for clarification on future topics. The Implementation Plan would consist of timing, next steps, resource requirements, priorities, economic developmental tools, and funding. After establishing the Plan, it would be presented to Council for consideration.

Mr. Dabareiner clarified for Alderman Sage that there are 6 key pages of the Comprehensive Plan that they will be using as framework for prioritizing.

Mayor Discussion

Mayor Renner cited his appreciation to Council and staff for the Labor Day Parade participation.

City Alderman's Discussion

Alderman Black noted that the City has an Intergovernmental Agreement with Connect Transit. The public should be made aware that Council cannot change the bus routes. He suggested inviting Connect Transit to a Committee Of The Whole meeting to touch base with them on changes that have been made, and feedback they are receiving.

Mr. Hales stated that intergovernmental agreement, Alderman Black spoke of, is still undergoing changes and final reviews. Once finalized same would be presented to Council.

Alderman Lower stated he was contacted by a teacher from Cedar Ridge Grade School. Residents living in Hilltop are having difficulty arriving to and leaving Parent Teacher Conferences and other school events.

Alderman Fruin stated Connect Transit comments should be directed to the Connect Transit Board.

Mr. Hales noted that the Connect Transit Board meets the on the fourth (4th) Tuesday of every month beginning at 4:30 P.M.

Mayor Renner stated comments from this meeting would be sent to Connect Transit Board Members.

Adjournment

Motion made by Alderman Black, seconded by Alderman Schmidt, to adjourn the meeting at 8:37 p.m.

Motion carried (viva voce).

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$7,696,062.11.

RECOMMENDATION/MOTION: That the bills, payroll, procurement card purchases, and electronic transfers be allowed in the amount of \$7,696,062.11, 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 \$7,696,062.11 (Payroll total \$2,497,409.38, Accounts Payable total \$4,636,154.57, Procurement Card Purchases total \$134,454.47, and Electronic Transfers total \$428,043.69).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

David A. Hales, City Manager

Attachment:

- Bills, Payroll, Procurement Card Purchases, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, Procurement Card Purchases, and Electronic Transfers

Motion: That the bills, payroll, and electronic transfers be allowed in the amount of \$7,696,062.11, and orders drawn on the Treasurer for the various amounts as funds are available.

CITY OF BLOOMINGTON FINANCE REPORT					
Council of September 26, 2016					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
9/9/2016	\$ 231,370.49	\$ 79,133.35	\$ 310,503.84		
9/15/2016	\$ 1,481,252.06	\$ 371,000.12	\$ 1,852,252.18		
9/16/2016	\$ 246,455.18	\$ 83,860.71	\$ 330,315.89		
9/15/2016	\$ 4,275.48	\$ 61.99	\$ 4,337.47		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,497,409.38		
ACCOUNTS PAYABLE					
Date	Bank	Total		PCARD	
9/26/2016	AP General	\$ 4,216,517.71		August 2016	\$ 134,454.47
	AP BCPA			PCARD GRAND TOTAL	\$ 134,454.47
9/26/2016	AP Comm Devel	\$ 7,507.22			
	AP IHDA	\$ -			
9/26/2016	AP Library	\$ 12,442.83		WIRES	
9/26/2016	AP MFT	\$ 55,502.49		Date	Total
9/15/2016-9/20/2016	Off Cycle Check Runs	\$ 344,184.32		05/31/2016-09/07/2016	\$ 428,043.69
	AP GRAND TOTAL	\$ 4,636,154.57		WIRE GRAND TOTAL	\$ 428,043.69
		TOTAL			\$ 7,696,062.11
			Respectfully,		
				Patti-Lynn Silva	
				Finance Director	

 CITY OF *Bloomington* **ILLINOIS**
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of Approving An Appointment to the Bloomington Board of Fire and Police Commissioners.

RECOMMENDATION/MOTION: That James Jordan be appointed to the Bloomington Board of Fire and Police Commissioners.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

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

BACKGROUND: The Mayor of the City of Bloomington has nominated and I ask your concurrence in the appointment of:

James Jordan of 3207 Brennan Lane, Bloomington, Illinois 61704, to the Bloomington Board of Fire and Police Commissioners. He will be completing the unfulfilled term previously held by Charles Witte which will expire 4-30-17. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner
Mayor

Attachments: Roster

Motion: That James Jordan be appointed to the Bloomington Board of Fire and Police Commissioners.

Motion: _____

Seconded by: _____

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

Board of Fire & Police Commissioners

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt.	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Political Party	Reappointment
x		Dianne	Hollister	04/30/17	04/28/2014	2014	4	happy726@gmail.com	2 Brianwood Ave	Bloomington	61701					Democrat	
x		Charles	Wills	04/30/17	04/14/2014	2008		coiffe@aol.com	33 Marrett Dr	Bloomington	61704					Republican	
x		Keith	Rich	04/30/17	04/14/2014	2008	8	krich1945@gmail.com	32 Chiswick Cir	Bloomington	61704					Non-Partisan	
x		"Dean"	Messinger	04/30/17	04/14/2014	2011	9	deanmessinger@comcast.net	2107 Hackberry Rd	Bloomington	61704					Republican	
	Staff	Daniel	Esquivel														
	Staff	Salma	Grimore														
	Staff	Nicole	Albertson														
	Staff	Angela	Evans-Jimenez														
	Staff	Brendan	Hefner														
	Staff	Brian	Mohr														

Details:
Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 5 members
Number of members the Mayor appoints: 5
Type: Internal
City Code:
Required by State Statute: Yes
Intergovernmental Agreements:
Funding budgeted from COB for FY 2014:
Meetings: 1st Tuesday of each month at 4:00pm - City Hall Conference Room
Other: Per State Statute, no more than two members can be from the same political party. If a member does not vote in a Primary, they are considered Independent.
Number of Vacancies: 2
Number of Expired Board Members (Bln Appointments only): 0
Number of Expired Board Members Eligible for Reappointment: 0
Appointment/Reappointment Notes:

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of authorizing a Rejection of a Bid for Public Works Garage (RFP 2017-07)

RECOMMENDATION/MOTION: Recommend Council reject the bid for a Public Works Garage from Pat Henson due to exceeding the anticipated cost, and the location not meeting the City's expectations.

STRATEGIC PLAN SIGNIFICANCE: 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On May 18, 2016, RFP #2017-07 was released seeking a location for a Public Works Garage to accommodate 26 trucks. The City was accepting offers for purchase, lease or lease to own, according to specifications. Bids were due on June 14, 2016 and the City received only one Bid by Pat Henson which staff recommends be rejected due to exceeding the anticipated cost as well as the location not meeting our expectations.

The Public Works Department provides snow removal service for the City of Bloomington. The current Public Works garage was built in the 1960's and no longer has the space to store the snow trucks loaded with salt during the winter. Without this vehicle storage, the snow response for the streets will be impacted. The RFP was intended to be a public process to find any potential storage locations. Last year, the City leased the Connect Transit facility commonly called the bus barn along Oakland Avenue. Recent building assessments by Bloomington Facilities and the Community Development Department, have determined that the current building condition of the bus barn is not safe for vehicle or employee usage so Public Works is not recommending to renew the lease for this year. The Public Works Department is currently obtaining quotes for additional temporary options while long term plans for the Public Works facility are assessed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A Public Notice was published in The Pantagraph on May 18, 2016.

FINANCIAL IMPACT: There are no anticipated impacts due to the bid being rejected.

Respectfully submitted for Council consideration.

Prepared by: Maria Basalay, PW Office Manager

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

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

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Motion: Recommend Council reject the bid for a Public Works Garage from Pat Henson due to exceeding the anticipated cost, and the location not meeting the City's expectations.

Motion: _____ Seconded by: _____

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

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adopting a Resolution approving Motor Fuel Tax for funding, and an Intergovernmental Agreement with McLean County for cost-sharing for the design, construction and maintenance of improvements to the intersection of Towanda Barnes Road and Ireland Grove Road.

RECOMMENDATION/MOTION: That the Resolution be adopted approving the Motor Fuel Tax for funding, approve the Intergovernmental Agreement with McLean County for cost-sharing, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: 1. Financially Sound City Providing Quality Basic Services.
2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE:

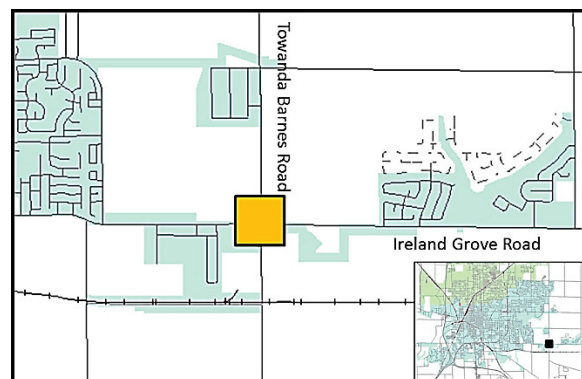
- 1e. Partnering with others for the most cost-effective service delivery.
- 2a. Better quality roads and sidewalks.

BACKGROUND:

Towanda Barnes Road and Ireland Grove Road are vital streets on Bloomington's east side. They serve businesses, neighborhoods, and schools within city limits and outside of it. The intersection of the streets straddles city and unincorporated territory. Towanda Barnes Road is a County highway; Ireland Grove Road is a City arterial street. In this instance, and others like it, intergovernmental cooperation and shared costs are vital to implement prudent traffic measures. County government is the controlling agency for this intersection, but its staff confers with City staff over proposed changes.

The intersection becomes congested and backs up during high traffic periods such as morning and evening peak times. The usefulness of a right turn lane on for southbound traffic on Towanda Barnes Road has seemed apparent for some time, and McLean County government oversaw a preliminary engineering study which confirmed this need and justification. This improvement to the intersection is scheduled to occur in the 2017-18 fiscal year.

However, more intersection improvements may be forthcoming. Staff of the two governments note that an already challenging intersection has become still-more congested at peak morning drive time for westbound traffic on Ireland Grove Road. The likely cause of recent increased



congestion is the change to school start times initiated this year at Benjamin Elementary School and other Unit 5 schools.

The proposed Intergovernmental Agreement between the City and County does the following:

- Formalizes plans to proceed with the right-turn lane and associated traffic signal upgrade for southbound Towanda-Barnes Road and obligates the City to pay half of costs for the engineering design, construction and traffic signal maintenance.
- Enables an updated intersection design study for the intersection. This could lead to a more extensive upgrade to the intersection in FY 2017-18
- Updates a 2002 agreement for cost sharing for construction, maintenance, and energy costs at this intersection and four others (Exhibit A). All will be 50-50 cost divisions. The intersections and the cost division are identical to the existing agreement. The update is routine.

After the intersection undergoes further study, the consultant will provide the County and the City with an estimated construction budget. As the extent of work has not been fully determined, there is no cost estimate for the construction of the improvements at this time. The City intends to use state Motor Fuel Tax for its share of the cost, and has budgeted \$400,000 in MFT money for the current fiscal year; \$400,000 will be more than sufficient to cover the City's share of design and right-of-way costs, but will not be not enough to cover the construction. Additional MFT funds will be proposed for the FY 2017-18 budget in order to see completion of the project.

The Intergovernmental Agreement is attached along with an MFT Resolution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County staff, multi-agency Transportation Technical Committee.

FINANCIAL IMPACT: The MFT resolution appropriates \$64,100 for the City's share of the not to exceed \$128,200 engineering study and design contract. \$400,000 for this project is included in the Motor Fuel Tax-Street Construction & Improvement account (20300300-72530) for the work at this intersection. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 10, 273, 279, 294 and 295. Additional funds will need to be budgeted in FY 2018 year for construction.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- MFT Resolution
- IGA
- IGA Exhibit A

Motion: That the Resolution be adopted approving the Motor Fuel Tax for funding, approve the Intergovernmental Agreement with McLean County for cost-sharing, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND IRELAND GROVE ROAD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called "City", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, a Right Turn Lane is needed and Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Ireland Grove Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Ireland Grove Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the right-turn lane and traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2017, and shall be performed after May 1, 2017.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for a final Intersection Design Study (IDS), the Traffic Signal Design and Intersection & Turn Lane Design.
5. The County will take bids and enter into Contract with concurrence from the City, and supervise the construction of the project.

6. The City shall reimburse the County for Fifty percent (50%) of all costs associated with the project as work progresses, including all engineering, construction and right-of-way costs as incurred.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

ATTEST:

Mayor Tari Renner (date)
City of Bloomington

Cherry Lawson
City of Bloomington Clerk

Chairman John D. McIntyre (date)
McLean County Board

Kathy Michael
McLean County Clerk

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A
MASTER AGREEMENT TABLE
BLOOMINGTON

Loc No	Intersection	MAINTENANCE		ENERGY		Level
		County%	City%	County%	City%	
141	Towanda Barnes Road Ireland Grove Road	50	50	50	50	1
142	Towanda Barnes Road General Electric Road	50	50	50	50	1
143	Towanda Barnes Road Fort Jesse Road	50	50	50	50	1
144	Towanda Barnes Road Oakland Avenue	50	50	50	50	1
145	White Oak Road Dr Martin Luther King Jr Drive	50	50	50	50	1

Approved: September, 2002

Revised: September, 2016



BE IT RESOLVED, by the Council of the
City of Bloomington Council or President and Board of Trustees
 City, Town or Village of Bloomington Illinois
 that the following described street(s) be improved under the Illinois Highway Code:

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of Intersection design study, plans, and construction documents.

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of Sixty-four thousand one hundred dollars
_____ Dollars (\$64,100) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

BLR 09111 (Rev. 11/06)

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving the purchase of Toro mowers for the Parks Recreation & Cultural Arts (“PRCA”) Department.

RECOMMENDATION/MOTION: That Council approves the purchase of six (6) Toro mowers from MTI Toro Distributing and Mathis Kelley Construction Supply, through joint purchasing agreements, for a total \$165,543.39 be approved and the Procurement Manager be authorized to issue a Purchase Orders for the same.

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 PRCA Department mows and maintains grounds at 42 parks, 153 Right of Way (ROW) areas, City Hall, Library, PCSL Soccer Complex, City Parking Garages, and Constitution Trail all totaling approximately 1,000 acres. The following units have been scheduled to be replaced per budgeting and planning processes:

Unit #	Make	Model	Year	Usage Years	Hours	Trade Value
748	Jacobsen	WAM 112	2006	10	6,694	*
781	John Deere	1445 UF	2004	12	3351	\$1,250.00
782	John Deere	1445 UF	2004	12	3600	\$1,750.00
783	Kubota	F3680	2001	15	4373	\$2,000.00
799	Jacobsen	HR5111	2003	13	4357	\$4,000.00

* mower will be kept as back up machine

It is significant to note that these mowers have all served there useful life and have been maintained by both park maintenance staff and the fleet maintenance division of Public Works. Without this maintenance program, these mowers would not have served the City this well for this extended period of time. During the 2016 mowing season, staff has demonstrated mowers from Jacobsen, Toro, Kubota, and John Deere. Mowers were used in the field mowing parks and ROW and evaluated by the operators. Toro mowers proved to be the best in both operation, quality, and value. Toro pricing through both the Illinois State Contract Pricing (contract #4017552) and National IPA Pricing (City of Bloomington IPA member #6838) have provided the opportunity for the purchase of an additional mower within the FY17 approved budget amounts. The following is summary of mowers to be purchased.

Make	Model	Year	Cut Size	Cost
Toro	GM 4000-D	2016	11'	\$53,908.00
Toro	GM 5900	2016	16'	\$76,000.00
Toro	3280-D	2016	6'	\$18,866.04
Toro	Z5000	2016	5'	\$8,067.00
Toro	Grandstand	2016	4'4"	\$7,158.96
Toro	Z6000	2016	6'	\$10,543.39

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City of Bloomington staff, Toro MTI, Jacobsen Corporation, John Deere Corporation, Kubota Corporation, Martin Equipment, Nord Outdoor Power, Burkes Landscaping, Mathis Kelly Equipment.

FINANCIAL IMPACT: Funds are included in the FY 2017 Capital Lease-Capital Outlay Equipment Other than Office account (40110135-72140) in the amount of \$165,000 for the replacement of the mowers. The additional \$543.39 above the budget can be absorbed in the lease budget in FY 2017. Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Plan" on pages 92 and 94. Payments of \$139,774.04 to MTI Toro Distributing and \$25,769.35 to Mathis Kelley Construction Supply Company are recommended. Attached quotes document these purchases and pricing.

Respectfully submitted for Council consideration for approval.

Prepared by: David Lamb, Assistant Superintendent of Parks

Reviewed and Concur: Robert Moews, Superintendent of Parks

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:

- Mathis Kelley Quote
 - MTI Distributing Quote
-

Motion: That Council approves the purchase of six (6) Toro mowers from MTI Toro Distributing and Mathis Kelley Construction Supply, through joint purchasing agreements, for a total \$165,543.39 be approved and the Procurement Manager be authorized to issue a Purchase Orders for the same.

Motion: _____ Seconded by: _____

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



Mark Mingus- 309-266-9733- markm1@mathis-kelley.com



MTI Distributing
Equipment Proposal
August 18, 2016



Expiration Date: 9/17/2016

Bloomington Parks & Recreation Department
1813 Springfield Road
Bloomington, IL 61701

PACKAGE PRICING

Qty	Model Number	Description	Unit Price	Extension
ILLINOIS STATE CONTRACT PRICING (CONTRACT #4017552):				
1	30609	Groundsmaster 4000-D (Tier 4 Final Compliant)	\$53,908.00	\$53,908.00
NATIONAL IPA PRICING (CITY OF BLOOMINGTON IPA MEMBER #6838)				
1	31698	GM5900 (Tier 4 Final Compliant)	\$76,000.00	\$76,000.00
1	30345	Groundsmaster 3280-D 4WD	\$18,866.04	\$18,866.04
1	31336	72" Side Discharge deck with 4 castor wheels		
2	24-5790-01	Rear Weight		
4	325-8	Screw		
4	3253-7	Washer		
1	30313	Air Ride Seat Suspension		
1	30398	Milsco Seat		
1	30382	12V Power Port/Electrical Accessory Kit		
TRADES:				
1	XX-UE	John Deere 1445 s/n TC1445D041423	(\$1,750.00)	(\$1,750.00)
1	XX-UE	John Deere 1445 s/n TC1445D041422	(\$1,250.00)	(\$1,250.00)
1	XX-UE	Kubota F3680 - s/n 13154	(\$2,000.00)	(\$2,000.00)
1	XX-UE	Jacobsen HR5111 - s/n 69116000006764	(\$4,000.00)	(\$4,000.00)
All 3 pieces must be purchased to receive the above quoted package pricing.			TOTALS	
			Equipment Total	\$148,774.04
			Toro Protection Plus	\$0.00
			Trade Ins	(\$9,000.00)
			Estimated Sales/Use Tax	\$0.00
			Total	\$139,774.04

Quote is valid for 30 days

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery at no additional charge

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Pete Tebbe
Outside Sales Representative
888-538-3608

Karen Wangenstein
Inside Sales Representative
763-592-5643

MTI Distributing, Inc. • 8901 Springdale Avenue • Berkeley, MO 63134



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving an application be submitted with McLean County SWCD IEPA 319 project for the purpose of promoting the application of nitrogen fertilizer for Watershed best management practices.

RECOMMENDATION/MOTION: That Council approves the Water Department to commit \$4,000.00 as in-kind services and supplies as cost share for an IEPA section 319 watershed best management practices project application by the McLean County Soil and Water Conservation District.

STRATEGIC PLAN LINK: Goal 1: Financially Sound City Providing Quality Basic Services, Goal 5: Great Place to Live-Livable

STRATEGIC PLAN SIGNIFICANCE: Objective 1e: Partnering with others for the most cost-effective service delivery; Objective 5a: Well-planned City with necessary services and infrastructure.

BACKGROUND: In 2008, watershed plans for Lakes Evergreen and Bloomington by the McLean County Soil and Water Conservation District, along with local governments, landowners, local experts and concerned citizens, were approved by the Illinois Environmental Protection Agency. The plans included practices that, when implemented, would decrease the amount of nutrients and sediment entering our water supply reservoirs. Since most of the land in the watersheds are in agricultural production, most of the emphasis in implementation and outreach is focused on the agricultural community.

A major water quality concern is that of elevated nitrate-nitrogen concentrations in our reservoirs. Since the late 1980's The City of Bloomington, the McLean County SWCD and Illinois State University have partnered in research and implementation of nutrient management efforts. Ongoing research shows that applying nitrogen fertilizer in the fall results in higher amounts of nitrate loss from the fields to our reservoirs, compared to fields where nitrogen is applied in the spring. More recently, in 2013, The City of Bloomington, McLean County SWCD and The Nature Conservancy partnered in a 3 year project to reduce the amount of nitrates entering our lakes through construction of treatment wetlands and adaptive nutrient management.

The proposed IEPA section 319 Clean Water Act project will address some of the key barriers to the application of nitrogen in the spring. A narrow window of time in which to apply spring nitrogen and a lack of specialized equipment for applying nitrogen to fields after the corn has sprouted were identified by producers as barriers. This project will provide custom fertilizer application (the farmer pays for the fertilizer) and nutrient management planning at no cost to participating producers.

The cost share participation by the Water Department, requested for approval by Council, is \$4,000.00. Promotional materials, printing costs and other supplies for the project would be covered by the cost share. The approximate total project cost is \$161,265.00. Project partners (McLean County SWCD, The Nature Conservancy, BCS, LLC (technical service provider for soil testing, fertilizer application and nutrient management planning), the City of Bloomington, McLean County NRCS and farmers in the watershed) will assist with the outreach efforts. The cost share breakdown is approximately \$96,759.00 IEPA/\$64,506.00 project partners. The majority of the partner cost share contribution is from McLean County SWCD, participating farmers, and The Nature Conservancy. The project breakdown is as follows – IEPA - \$96,759.00, MCSWCD - \$22,643.00, participating farmers - \$20,000.00, TNC - \$17,865.00, City of Bloomington - \$4,000.00. If awarded, the project would begin this fall (2016).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: Funds are included in the FY 2017 Budget under Water Purification-Other Professional & Technical Services account (50100130-70220). Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on page 124.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION N/A

Respectfully submitted for Council consideration.

Prepared by: Richard Twait, Superintendent of Water Purification

Reviewed by: Robert D. Yehl, PE, Water Director
Steve Rasmussen, Assistant 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:

- Fall 2016 IEPA 319 Project Spring Application
-

Motion: That Council approves the Water Department to commit \$4,000.00 as in-kind services and supplies as cost share for an IEPA section 319 watershed best management practices project application by the McLean County Soil and Water Conservation District.

Motion: _____ Seconded by: _____

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



Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Clean Water Act Section 319(h) Financial Assistance Application Nonpoint Source Pollution Control Financial Assistance Program

The Illinois Environmental Protection Agency (Illinois EPA) is authorized to require this information under 415 ILCS 5/4(k). Disclosure of this information is required. Failure to do so may prevent this form from being processed and could result in your application being denied.

1. Project Title: (75 character maximum) Lake Bloomington Pilot: Reducing Nitrogen Loss and Improving Water Quality

2. Project Applicant: McLean County Soil & Water Conservation District

3. Identify the 8-digit Hydrologic Unit Code(s) (HUC) where the project is located:

<u>HUC #</u>	<u>Name</u>	<u>Planning Priority</u>	<u>Implementation Priority</u>
<u>07130004</u>	<u>Mackinaw River</u>	<u>FFY 2017</u>	<u>FFY 2019</u>

[Add New Line](#)

[Subtract Line](#)

Don't know the HUC?
See RMMS
link in page footer.

4. Project Type: (Check all that apply.)

- ☐ Develop or update a watershed-based plan or Total Maximum Daily Load (TMDL) Implementation Plan
- ☒ Best Management Practice (BMP) Implementation
- ☐ Information/Education/Outreach
- ☐ Environmental Monitoring or Social Monitoring/Indicator Effort
- ☐ Other



Check box if project is recommended as
part of an Illinois EPA approved watershed-
based plan or a TMDL Implementation Plan

5. Contact Information:

Project Coordinator Information: None

Is the project coordinator for this project different than the contact? ☐ Yes ☒ No

Title Mrs.
 First Name Jackie
 Last Name Kraft
 Job Title Watershed Coordinator
 Affiliation McLean County SWCD
 Address 402 N. Kays Drive
 City Normal
 State IL
 Zip Code 61761 —
 Telephone 309 452 — 0830
 E-mail Address jacqueline.kraft@il.nacdn.net

6. Total Project Length: (in months) 24

7. Proposed Start Date: 06/01/2016

Start date should be no earlier than 8 months after the application deadline.

8. a. Is any part of the proposed project being implemented as part of a mitigation effort as required by Illinois state law or federal law?

☐ Yes ☒ No

b. Is any part of the proposed project identified as an action to meet NPDES permit requirements, including MS4 permits, or is this project required by Illinois state law or federal law?

☐ Yes ☒ No

Urban BMPs-Supplemental Guidance for Funding Eligibility

9. Project Cost Summary Form

If applicable, attach additional pages to the application to document the budget in more detail.

1. Direct Labor (specify labor categories)	Estimated Hours	Hourly Rate	Estimated Cost
Administration	830	\$30.00	\$24,900.00
Professional / Technical			
	Direct Labor Total		\$24,900.00
2. Indirect Costs (specify indirect cost pools)	Rate	Cost Pool	Estimated Cost
Farmers share of costs	1	\$20,000.00	\$20,000.00
	Indirect Costs Total		\$20,000.00
3. Other Direct Costs			
a. Travel			Estimated Cost
(1) Travel			
(2) Per Diem			
	Travel Subtotal		
b. Equip, Materials, Supplies (specify categories)	Qty	Cost	Estimated Cost
Mailings	1	\$1,000.00	\$1,000.00
Field Days	2	\$1,750.00	\$3,500.00
Supplies	1	\$4,000.00	\$4,000.00
	Equipment Subtotal		\$8,500.00
c. Subcontracts			Estimated Cost
TNC (time & travel) for assistance with education, outreach and data analysis			\$17,865.00
Custom side-dress and N testing			\$60,000.00
	Subcontracts Subtotal		\$77,865.00
d. Other (specify categories)			Estimated Cost
Nutrient Management Plans			\$30,000.00
	Other Subtotal		\$30,000.00
	Other Direct Costs Total		\$116,365.00
4. Total (items 1 through 3)			\$161,265.00
5. Maximum Section 319 Assistance Allowed			\$96,759.00
6. Section 319 Assistance Amount Requested	60% of Total		\$96,759.00
7. Recipient Share	40% of Total		\$64,506.00

10. Project Description: (add additional pages as necessary. See Item 10 in the Overflow Section on the last page of the Application.)
In terms of water quality and NPS pollution control, at a minimum, describe 1) the project and the problems it will resolve or prevent, 2) the specific outputs including details about the proposed BMPs and the techniques used, watershed- based plan development or update, monitoring or education to be conducted, and 3) how the project will implement the goals of an Illinois EPA watershed-based plan.

Problems this Project will resolve: This pilot addresses the key dilemma in this watershed and central Illinois for nutrient management planning – how to get farmers to voluntarily shift from fall applications of fertilizers? This pilot addresses known barriers to implementation (farmer time constraints in spring, higher spring fertilizer costs and lack of equipment, such as nitrogen toolbars, to side dress) by providing participating farmers with free nutrient management planning and custom fertilizer application (the farmer pays for the fertilizer).

Specific Outputs: 1) nutrient management plans & custom fertilizer application (side dress) in spring; 2) monitoring (baseline of current fertilizer application, CSNT, soil testing, and economic analysis (input costs & yields, and survey participant feedback, including any additional barriers to adoption)); and 3) farmer education and education in larger agricultural community (farmers, farm landowners, certified crop consultants, agricultural retailers, farm groups, etc) to scale up pilot. Implements goals of Lake Bloomington watershed plan, TMDL and NLRs: This pilot implements the goals of the Lake Bloomington watershed plan, TMDL and the Illinois Nutrient Loss Reduction Strategy by focusing on nutrient management planning/switching from fall to spring applications (NLRs 3-31, 3-32, Table 3.11, 6-12, Table 6.1; LBWP 61, 69, 82, 97-98) along with increased outreach/education and monitoring the progress of BMP adoption by producers (NLRs 6-19, 6-20, 9-5).

11. Illinois Integrated Water Quality Report and Section 303d List information: Enter the Illinois EPA Integrated Report information for all Assessment Unit IDs (AUID) that will be positively impacted by this project. (Add more lines as necessary.)

The following information was taken from the: 2014 Illinois Integrated Water Quality Report and Section 303d List

Information for this table can be found at:

Use Appendix B-2 and B-3 of the most recent report.

See RMMS for AUID and Hydrologic Unit Codes (HUC) .
Link in page footer.

Waterbody Name	AUID	10-Digit HUC	Use Attainment	Causes	Sources
Bloomington	IL_RDO	713000402	Aquatic life, Fish consumption, public water supply, aesthetic, recreation	Nitrogen, nitrate	Farm Fields, tile
Money Creek	IL_DKP-02	713000402	Aquatic life, recreation, fish consumption	Nitrogen, nitrate	Farm Fields, tile

12. Status of Watershed-Based Plan or Total Maximum Daily Load (TMDL) Report for project area: (Choose all that apply)

Watershed-Based Plan Completed

a) Name(s) of the current watershed-based plan:

Lake Bloomington Watershed Plan

b) Impairments addressed in plan:

c) Plan publication approved date: 6/2008

d) Plan website link(s): (if available)

www.mcleancountyswcd.com/lake-bloomington-plans; www.epa.state.il.us/water/tmdl/implementation/bloomington/lake-bloomington-watershe

TMDL Completed

a) Name(s) of the current TMDL:

Lake Bloomington Watershed TMDL Report

b) Impairments addressed in the TMDL:

Nitrate nitrogen, phosphorus

c) Date TMDL publication was approved by IEPA 9/2007

d) TMDL website link(s): (if available)

www.epa.state.il.us/water/tmdl/report/bloomington/lake-bloomington.pdf

13. Estimate the project area that will be positively impacted by this project: (Choose one.)

☒ 110 Square Miles

☐ _____ Acres

The [USGS Streamstat interactive map](#) is a great tool to calculate watershed size.

13b. Identify all counties that are located within, or comprise, the project area as defined in Item 13:

Primary counties: McLean

14. Nonpoint Source (NPS) of pollution to be addressed by project: (Check all that apply.)

- | | | |
|-----------|---|--|
| Source(s) | ☒ Agriculture | ☐ Silviculture |
| | ☐ Construction | ☐ Urban Runoff/Stormwater |
| | ☐ Hydrological Modification/Wetlands | ☐ Other Nonpoint Source Pollution |
| | ☐ Resource Extraction | |

15. Does this project include BMP implementation? ☒ Yes ☐ No

The design/engineering approval of the BMPs will be completed by the following: (check all that apply)

- ☐ Licensed or Registered Professional Engineer of Illinois that has proven experience designing BMPs
- ☒ USDA Natural Resources Conservation Service Staff
- ☐ USDA Natural Resources Conservation Service certified Technical Service Provider
- ☒ Other: Soil & Water Conservation District

16. BMP types to be installed -- Enter a summary of all of the BMPs to be implemented: **For additional explanation - hover cursor over cells.**

BMP Type	Number of Sites	Total Units Installed	Primary Cause	2nd Cause	3rd Cause	WBP/TMDL Page No.	BMP Constr. Cost
			See Code List Below				
Nutrient Management Plans (acre)		3,000.0	452			61,69,82,97,98	\$30,000.00
Total							\$30,000.00

Other BMPs _____

The following is a list of causes for the table above.

84 Alteration in Stream-side or Littoral Vegetative Covers	319 Other Flow Regime Alterations	452 Nitrogen, Nitrate
91 Ammonia (Un-ionized)	322 Oxygen, Dissolved	462 Phosphorus (Total)
99 Atrazine	371 Sedimentation/Siltation	463 Cause Unknown
138 Chloride	385 Sulfates	478 Aquatic Plants (Macrophytes)
273 Manganese	399 Total Dissolved Solids	479 Aquatic Algae
308 Ammonia (Total)	400 Fecal Coliform	500 Changes in Stream Depth and Velocity Patterns
312 Non-native Aquatic Plants	403 Total Suspended Solids (TSS)	501 Loss of Instream Cover
313 Non-native Fish, Shellfish, or Zooplankton	413 Turbidity	
317 Oil and Grease	441 pH	

17. Have specific BMPs, including type, units, location, and landowner been identified? ☐ Yes ☒ No

Region V Load Estimate Spreadsheet
(<http://it.tetra-tech-ffx.com/step1/models/docs.htm>)

See RMMS for AUID, Hydrologic Unit Codes (HUC)
and Latitude/Longitude. Link in page footer.

Explain

The nutrient management plan/fertilizer timing BMP will be on 3,000 acres working with farmers in the Lake Bloomington watershed in McLean County. Exact locations would be difficult to provide at this time, but Don Brucker has had initial conversations with a few farmers to gauge interest and believes he has at least 800 acres so far.

18. Does this project include outreach, information, and/or education activities? ☒ Yes ☐ No

Provide a summary of activities to be implemented and why they are needed.

General information on nutrient management, side dress v. fall application of N, water quality and profitability. This information will be given out by handouts, meetings, fliers, newsletters and one-on-one outreach with farmers.

19. List outreach, information, and/or education products: (Add more lines as necessary.)

Products	Audience	Number Produced	Total Cost	Comments
Flyers	Adult - rural			
Brochure	Adult - all			
Ppt				
Newsletters	Adult - all			Estimated total cost of all printed educational and outreach materials and mailings \$1000.00
Total			\$0.00	

20. Does the project include a component for environmental or social indicator monitoring? ☒ Yes ☐ No

For information and guidelines on how to develop a Quality Assurance Project Plan (QAPP), go to: <http://www.epa.gov/quality/qs-docs/r5-final.pdf>

Describe the environmental or social indicator monitoring activities that will be implemented and why they are needed.

Monitoring for this project includes: 1) developing a baseline database for nitrogen application practices in the watershed, 2) tracking fertilizer applications, costs, crop yields and conducting economic analysis; 3) documenting producer feedback, including barriers to adoption; and 4) CSNT and soil tests. Trying to show impact on profitability, track implementation, and document shift from existing baseline fertilizer timing practices. Monitoring conducted by farmer self-reporting, BCS, SWCD and TNC.

21. Does the applicant or a project partner have a Quality Assurance Project Plan (QAPP) for the environmental or social indicator monitoring component(s) of this project? ☐ Yes ☐ Under Development ☒ No

22. Scope of Work: List all tasks needed to implement the project and the entities responsible for these tasks. Provide a brief description of each task. (Add lines as necessary.)

ID	Task	Responsible Entity	QUARTERS (grouped monthly)							
			1 st 1-3	2 nd 4-6	3 rd 7-9	4 th 10-12	1 st 13-15	2 nd 16-18	3 rd 19-21	4 th 22-24
1	Sign up acres	BSC LLC	X			X	X			
2	Nutrient Management Plans	McLean County SWCD	X	X	X	X	X	X	X	X
3	Soil N test, CSNT & side dressing	BSC LLC		X		X	X			X
4	Fertilizer record keeping	Farmers, BCS LLC	X	X	X	X	X	X	X	X
5	Survey	McLean County SWCD	X						X	
6	Cost analysis of inputs, yields & profit	BCS LLC, TNC, McLean County SWCD				X				X
7	1 field day event/year	McLean County SWCD, TNC, BCS LLC				X				X
8	Newsletters	McLean County SWCD, TNC		X				X		
9										
10										

Comments

23. Complete the Logic Model. (Add lines as necessary.)

Inputs ¹	Outputs ²		Outcomes - Impacts		
	Activities	Participation	Short Term ³	Intermediate Term ⁴	Long Term ⁵
What we invest	What we do	Who we reach	Reactions	End results of project	Behavior and env. change
Staff	Meetings, educate, write nutrient management plans	Farmers, Landowners	Learning, Knowledge, awareness	Reduction of man made fertilizer loss	a long term change in the use of nutrients
Materials	Newsletters, mailings, brochures	Farmers, Landowners, CCA's, Ag retailers, etc	Learning, Knowledge, awareness	Reduction of man made fertilizer loss	a long term change in the use of nutrients
Equipment	Computers, printers, trucks, N toolbar	Farmers, Landowners	Learning, Knowledge, awareness	Reduction of man made fertilizer loss	a long term change in the use of nutrients

1 Inputs include actions to be carried out by, or under the direction of, applicant to produce the planned outputs.

2 Outputs are the specific quantifiable accomplishments, such as BMPs to be installed, workshops to be held, or training materials to be developed, which will produce the desired consequences. Participation is the audience (individuals, communities, organizations)

3,4,5 The outcomes are the important changes that are to be set in motion or supported by the project. These changes may be environmental or social, and may be expected to appear on different time scales.

3 Short Term Outcomes can include things such as improved knowledge or reduced pollutant loads from the project area.

4 Intermediate Term Outcomes can include things such as increased local interest/investment in clean water and improved water quality in the watershed.

5 Long Term Outcomes can include removal of the waterbody from the list of impaired waters or the local benefits of clean water.

24. Breakdown & availability of local match:

Organization	Type	Match Amount	Date Available ¹	Source Program	Status
McLean County SWCD	In-kind Service	\$22,643.00	6/1/2016		Available (in hand)
The Nature Conservancy	In-kind Service	\$17,865.00	6/1/2016	general operating budget	Secure (in hand)
City of Bloomington	In-kind Service and Cash	\$4,000.00	6/1/2016		Secure (in hand)
Farmer	Cash	\$20,000.00	6/1/2016		Secure (in hand)

Explanation

¹ The date that the cash or in-kind service are available to be expended on the project. Cash and in-kind services incurred prior to the execution of the agreement with Illinois EPA are not eligible as match.

25. Project Partners: List project partners (Add additional lines as necessary.)

Partner Name	Role/Description of Tasks and Responsibilities
McLean County SWCD	Project administration, nutrient management planning, field days, outreach, newsletters.
The Nature Conservancy	Field days, cost analysis, data management, outreach.
BCS, LLC	Signups, CSNT and soil testing, custom side dressing of N, record keeping.
City of Bloomington	Funding for supplies.
McLean County NRCS	Nutrient management planning assistance.
Farmers	Cost share for side dressing N (increased fertilizer costs in spring).

26. Project History:

Relationship to other activities (300 word maximum.)

This project builds upon decades of conservation partnering in the watershed between McLean County Soil and Water, the City of Bloomington, USDA NRCS, producers, agricultural landowners, The Nature Conservancy (TNC), UIUC and others, including nutrient management planning pursuant to 2001-2002 IEPA 319 grant funding and 2005-2006 & 2006-2007 Sand County Foundation grant funding. In addition, the District, the City of Bloomington, TNC and EDF have partnered from 2011-present on adaptive nutrient management and farmer network funded by a 3-year CIG and private foundation & corporate grant funding. BCS LLC has worked since 2013 to engage producers in the farmer network, conduct CSNT, soil tests and strip trials, etc. We have learned that producers are generally not over applying. This project seeks to address the real issue – nitrogen loss stemming from fall fertilizer application. Results from the project will provide a more comprehensive understanding of the perceived barriers and practical solutions associated with shifting from a primarily fall implementation plan to spring application. These concerns will be addressed as part of the monitoring strategy, designed to document and quantify nutrient loss from fall application with regards to farm production and profitability by (a) developing a baseline database for nitrogen application practices in the watershed, and (b) documenting return on investment for participating producers.

A. Is this project a continuation of another Section 319 funded Project? ☐ Yes ☒ No

B. Has the applicant ever received Section 319 funds? ☒ Yes ☐ No (If yes, identify project below)

CERTIFICATIONS

RECIPIENT

I certify that all information in Items 1 through 26 of this Application for Clean Water Act Section 319(h) Financial Assistance, and all information contained on all supporting documents to this application, is accurate and complete to the best of my knowledge and belief.

Name: Jackie Kraft

Signature

Jackie Kraft

Date: Jul 30, 2015

Application Checklist

Required

Paper Copy Electronic Copy

- | | | |
|-------------------------------------|-------------------------------------|---|
| ☒ | ☒ | Clean water Act Section 319(h) Financial Assistance Application
2 paper copies + 1 electronic copy |
| ☒ | ☐ | <u>Organization Certifications and Grant Conditions</u> - 2 paper copies |
| ☐ | ☐ | 1 copy - QAPP
(Required for environmental and Social Indicator Monitoring Projects) |

Supporting Documentation (check box(s) for those included):

- | | | |
|-------------------------------------|--------------------------|--|
| ☐ | ☐ | Attachment 1 |
| ☐ | ☐ | Photos |
| ☐ | ☐ | Project Location Maps (other maps as applicable) |
| ☐ | ☐ | BMP Drawings and Designs |
| ☒ | ☐ | Other <u>Letters of support from TNC & City of Bloomington</u> |

Overflow Sections (Check boxes for those attached)

- | | |
|-------------------------------------|-----------------------------|
| ☐ | Item 8A Mitigation |
| ☐ | Item 8B NPDES/MS4 |
| ☐ | Item 9 Budget |
| ☒ | Item 13 Project Description |
| ☐ | Item 17 BMP Details |
| ☐ | Item 18 Outreach Activities |
| ☐ | Item 22 Scope of Work |

U.S. Postal Service Mailing address:

Illinois Environmental Protection Agency
Bureau of Water, Watershed Management Section
P.O. Box 19276
Springfield, Illinois 62794-9276
Attn: Scott Ristau

If using a delivery service, send to:

Illinois Environmental Protection Agency
Bureau of Water, Watershed Management Section
1021 N. Grand Ave. East
Springfield, Illinois 62702
Attn: Scott Ristau

Electronic copies of the application and documentation can be submitted with the hard copies OR can be sent by email to epa.bowgrants@illinois.gov.

Use the Illinois.Gov File Transfer tool <https://filet.illinois.gov/filet/PIMupload.asp> to send files that are up to 200 Meg. Include the project title and applicant name in the "Message to Recipient" box.

For assistance completing this application contact the Nonpoint Source Unit at (217) 782-3362.

ATTACHMENT – PROJECT DESCRIPTION

1. Project background: It is well known that extensive agricultural tile drainage in the Midwest is associated with high nitrate-nitrogen runoff into surface waterways ^(1,2). Illinois has the highest estimated total area of subsurface drainage of any state in the Upper Mississippi River basin ⁽¹⁾ and is among the highest contributors of total nitrogen (16.8%) and phosphorus (12.9%) flux to the Gulf of Mexico ⁽³⁾. As stated in the Illinois Nutrient Loss Reduction Strategy (NLRs), nitrogen loss and runoff is also a major threat to water quality in Illinois, such that increased adoption of effective agricultural nitrogen loss reduction practices will be critical for protecting our local freshwater resources. Reducing nonpoint source runoff is especially challenging in Illinois because of the high percentage of cropland, nitrogen-dependent corn production, and the prevalence of tile drainage. Collective work by state agencies and private organizations will be critical to successfully managing nitrogen loss in Illinois in a way that also continues to support agricultural production. Nutrient management planning and shifting from fall to spring fertilizer application is a key strategy in the NLRs (NLRs 3-31, 3-32, Table 3.11, 6-12, Table 6.1).

Lake Bloomington serves as the primary drinking water supply reservoir for the City of Bloomington and was formed by impounding Money Creek. The primary designated use is drinking water, and recreational and residential development are second and third priority designated uses. The roughly 43,000 acre Lake Bloomington watershed is predominantly row crop agriculture in corn/soybean rotation with extensive tile drainage. Lake Bloomington has TMDLs to address nitrogen and phosphorus loadings and comply with numeric nutrient water quality criteria (10 ppm for nitrates). IEPA approved the Lake Bloomington Watershed Plan in 2008, and the Lake Bloomington Watershed Planning Committee is currently working on revising and updating the plan. As is discussed in greater detail below, nutrient management is a key implementation strategy in the Lake Bloomington Watershed Plan.

The primary objective of this project is to reduce agricultural nitrogen loss into Lake Bloomington watershed by reducing reliance on fall anhydrous application and increasing implementation of pre-plant/side dress nitrogen application practices in the watershed. Historical impairments from high nitrogen and phosphorus are directly associated with tile drainage and agricultural practices within this intensively farmed subwatershed (90% agricultural land use for corn and soybean production) ⁽⁴⁾. This project builds on an existing base of producers in the watershed that work with a local crop advisor, Brucker Crop Services LLC (BCS), and have collectively switched from fall to spring application on approximately 2,900 acres. Our goal is to double the number of acres that are spring applied over the next 2 years, which will represent almost 14% of the 43,000-acre watershed. An overarching guidance principle of the IL NLRs plan is to encourage voluntary adoption of practices that are incentive-based, practical and cost-effective. One component of this project will be to monitor and document the economic and practical aspects of changing from fall to spring application. Data will be collected by BCS for soil nitrogen (spring, fall), corn stalk nitrogen (fall), corn yields, and total nitrogen application on all participating fields and subsequently analyzed to determine overall economic cost and/or benefit of switching to spring application. BCS will operate the side dress application for participating producers in order to minimize potential concerns with getting nitrogen applied at the right time. This custom side dress application will also serve as an incentive to try this practice on new acres in the watershed.

Our proposed project builds on additional efforts in Lake Bloomington watershed over the past 5 years by the City of Bloomington (City), NRCS, SWCD, farmers, and non-profit organizations that have built a farmer network focusing on nutrient management. This network is a platform for bringing together on-farm participatory research and group discussions that provide farmers with the opportunity to compare their experiences on nutrient management. Data from the last 5 years show that producers in the watershed are not over-applying nitrogen and that nitrogen loss in the watershed

is most likely a function of application timing (i.e., fall application). These results correspond well to Table 3.7 in the NLRS plan showing that farmers in central Illinois (Major Land Resource Area 4 for Bloomington watershed) are on average applying the recommended nitrogen fertilizer rate for corn. An advisory group has recently been formed comprised of producers, landowners, farm managers, SWCD, The Nature Conservancy, and the City with the purpose of promoting large-scale adoption of conservation practices that are good for the environment and the agricultural bottom line. Discussions with this agricultural advisory group have revealed that there is a growing interest among producers to move from fall to spring application, but reservations exist with regards to availability of side dress equipment. We will address this initial barrier to adoption by providing custom side dress to ensure proper application for those producers who try this new practice as part of this project.

In order to meet the goals and milestones reported in the NLRS, it is important to encourage adoption of practices that are proven to be effective at reducing nitrate loss to surface waters. Based on several published studies, the NLRS estimates an expected nitrate-nitrogen loss reduction of 20% in central Illinois when no nitrogen is applied in the fall. This estimate corresponds to the 20% expected reduction in nitrogen loss for spring versus fall fertilization for the Lake Bloomington watershed ⁽⁵⁾. The NLRS provides several scenarios of combined infield and off-field practices that will be necessary to achieve nutrient reductions for local drinking water supply watersheds and the Gulf of Mexico, including spring-only nitrogen application and constructed wetlands. Our proposal builds on our existing Mackinaw River Drinking Watersheds program to implement and monitor the effectiveness of strategically placed constructed wetlands to reduce nitrate loadings to Lake Bloomington. Wetlands have been shown to reduce nitrate loadings by 40-50% ^(6,7) with similar expectations for nitrogen loss reductions of 40% (NLRS) to 50% ⁽⁵⁾. By including in-field practices to reduce nitrate loss to the tiles with the ongoing wetland program to treat the inevitable nitrate in the tiles, we will be implementing and exemplifying the combined nitrate-nitrogen scenarios shown in Table 3.15 of the NLRS. We are currently monitoring wetland effectiveness at the field site as part of the wetland program. In addition, we will conduct a baseline survey of the watershed to quantify current nitrogen application practices. The proposed project will provide the baseline data needed to document and quantify changes in agricultural practices and water quality as we proceed to implement the NLRS.

Farmers have always been stewards of the land and are generally open to new ideas for agricultural and environmental improvements. However, outreach and education are critical components of increasing adoption and implementation of new conservation practices and have been shown to significantly increase landowner adoption of conservation practices ^(8,9). Outreach will be coordinated through McLean County Soil SWCD to promote in-field nitrogen management in Lake Bloomington watershed. The outreach program will combine targeted and broad-scale education to farmers in partnership with Champaign County SWCD. These combined efforts will target farmers within the project as well as the farming communities in the larger Mackinaw River watershed and across central Illinois.

2. Project Objectives:

1. Work with farmers on nutrient management plans and to shift 3,000 acres from fall to spring pre-plant/side dress application in the Lake Bloomington watershed over the next 2 years
2. Collect field data from participating fields that include: (a) spring and fall soil nitrogen tests, (b) fall corn stalk nitrogen tests, (c) crop yields, (d) N fiscal results (\$/acre).
3. Document and address additional questions and concerns associated with spring pre-plant/side dress application, including any perceived barriers
4. Provide producer and landowner outreach and education that promotes spring pre-plant/side dress application to the larger agricultural community using newsletters and field days
5. Develop baseline database of current nitrogen application practices in the watershed

3. Problems the project will resolve: Water quality impairments from nitrates in Lake Bloomington appear to be a function of application timing (i.e., fall application) rather than over application. This project builds on the growing interest among producers to reduce or eliminate fall nitrogen application by addressing concerns and implementation practicalities associated with moving from fall to spring nitrogen in several ways. First, the project will incorporate a local crop consultant with proven experience working with spring application methods and timing to custom apply participating acres in order to address known impediments to adoption: 1) availability of expensive equipment (e.g., proper toolbars and tractors), 2) time constraints in which spring application conflicts with other time-sensitive farming operations in the spring such as spraying, and 3) increased cost associated with spring application. Nutrient management planning and custom spring application will be performed at no cost to participating producers, which will help offset producers' increased fertilizer costs (producers will purchase fertilizer).

Results from the project will provide a more comprehensive understanding of the perceived barriers and practical solutions associated with shifting from a primarily fall implementation plan to spring application. These concerns will be addressed as part of the monitoring strategy, designed to document and quantify nutrient loss from fall application with regards to farm production and profitability by (a) developing a baseline database for nitrogen application practices in the watershed, and (b) documenting return on investment for participating producers.

A critical component of improving water quality in the Bloomington watershed is to implement proven practices at a scale that significantly reduces agricultural runoff. This 2-year pilot will provide a solid foundation from which to engage other certified crop consultants and farmers who would be interested in performing custom work for spring applications. It would also provide data and analysis to work with implement dealers to make nitrogen tool bars more widely available for producers who are interested in conducting their own spring applications themselves. Field days and meetings associated with this project's outreach will be used to communicate results and experiences with spring application to equipment dealers, crop consultants, farmers and agricultural landowners. In this way, the results from this project will lay the groundwork to develop a larger strategy to scale up the use of spring pre-plant/side dress application in the watershed.

4. Specific outputs:

Nutrient Management Planning and Custom Spring Fertilizer Application: (1) Work with SWCD on nutrient management planning with watershed producers to shift from fall applications to spring pre-plant and side-dress applications on 3,000 acres over 2 years; (2) BCS will conduct the custom work of spring fertilizer applications, soil nitrogen and stalk nitrogen testing.

- a. No fall application of anhydrous + 60 lbs/acre anhydrous pre-plant
- b. Soil nitrogen tests at V6
- c. Custom side-dress between V6 and V8 according to results from soil nitrogen tests
- d. Soil and stalk nitrogen testing in the fall
- e. Record keeping: fertilizer applications rates and timing, soil N, stalk N, yields, input costs (e.g., fertilizer costs)
- f. Conduct cost analysis to determine \$/acre
- b. Monitoring: (1) Conduct pre-implementation baseline documentation of nitrogen application practices in the watershed (2) Collect and analyze field data for participating fields (producer identity kept anonymous)
 - a. Pre-implementation survey – baseline documentation
 - b. Soil and stalk N testing

- c. Yields
- d. Survey/feedback – farmer insights, perceived barriers, degree of satisfaction, likelihood of continuing spring application after grant period.
- c. Education: (1) Producer and landowner outreach and education that promotes spring pre-plant/side dress application to the larger agricultural community:
 - a. Field Day – 2 field days (1/year) to reach broad audience including certified crop consultants, fertilizer and equipment dealers, producers, agricultural landowners, CBMP Council, Farm Bureau, American Farmland Trust, etc. Includes demonstrations of nitrogen toolbars.
 - b. McLean County SWCD newsletter
 - c. Brochures
 - d. Put materials on SWCD website

5. How project will implement the goals of the watershed plan: This project will help implement the goals of the Lake Bloomington watershed plan, TMDL and ILNR. The Lake Bloomington Watershed Plan (LBWP) seeks to protect the beneficial uses of Lake Bloomington for drinking water, address the impairments due to nutrient loadings, and comply with the numeric nutrient water quality standards for total nitrogen and total phosphorus. Since runoff from cropland is the predominant source of nitrogen and phosphorus delivery to the Lake (LBWP 47-48), a key strategy in the Lake Bloomington watershed plan for agricultural areas is the development and implementation of voluntary nutrient management plans developed by expert technical service providers, such as BCS LLC, and “based on proven recommendations that manage the amount, form, timing and placement of nutrients, so nutrients are available for plants and least likely to leave the farm” (LBWP 61, 69, 82, 97-98). Nutrient management planning/switching from fall to spring fertilizer applications is also a key strategy in the NLRS (NLRS 3-31, 3-32, Table 3.11, 6-12, Table 6.1) along with increased outreach/education and monitoring the progress of BMP adoption by producers (NLRS 6-19, 6-20, 9-5).

As discussed above, on going research in the watershed has revealed that, in general, producers are not applying fertilizer in excess of university recommendations. Rather, fall applications of fertilizer appear to be increasing the risk of nitrogen loss. Strategies to address this include shifting to spring pre-emergent and post-emergent (side dress) applications of fertilizer to provide plants with the nutrients they need to grow when they are most needed and to reduce the risk of fertilizer (nutrient) runoff. Additional strategies include the use of N inhibitors for any application of fertilizer (especially in the fall) and the use of cover crops.

This project builds upon the latest understanding of the critical nature of addressing fertilizer timing issues, seeking to 1) build our understanding of baseline practices and perceived barriers to shifting from fall application; 2) improve water quality by doubling the percentage of cropland in the watershed that receives no fall application of fertilizer; 3) conduct monitoring of Inputs, yields and nutrient loss to show results; 4) provide producer education based on this monitoring and their own on farm experience; and 5) reach out to fertilizer dealers, certified crop consultants, producers who provide custom work and others to explore the most cost effective ways to increase access to side dress equipment (e.g., nitrogen tool bars).

The Lake Bloomington Watershed Planning Committee is currently working on updating the Lake Bloomington Watershed Plan. If approved, this project will be an important part of the updated nutrient management strategy, helping to tackle the challenging issue of how best to facilitate producers’ voluntarily shifting away from fall fertilizer application to spring pre-emergent and post-emergent

applications that provide nutrients to the crops when they are most needed for growth and to reduce runoff.

6. References

- (1) Goolsby, D. A., et al. 1999. Flux and sources of nutrients in the Mississippi-Atchafalaya Basin: topic 3 report for the Integrated Assessment on Hypoxia in the Gulf of Mexico. Silver Spring, MD: NOAA Coastal Ocean Office. NOAA Coastal Ocean Program Decision Analysis Series No 17.
- (2) Sugg, Z. 2007. Assessing U.S. Farm Drainage: Can GIS Lead to Better Estimates of Subsurface Drainage Extent? World Resources Institute, Washington D.C.
- (3) Alexander, R.B., et al. 2008. Environmental Science and Technology 42:822-830.
- (4) Smiciklas, K.D., et al. 2008. J. Natural Resources & Life Sciences Education 37:14-19.
- (5) David, M.B., et al. 2008. Water quality improvement case study: Assessment of the Lake Bloomington watershed. Report submitted to Illinois Department of Agriculture, March 10, 2008.
- (6) Kovacic D.A., et al., 2000. Journal of Environmental Quality 29:1262-1274.
- (7) Kovacic D.A., et al., 2006. Ecological Engineering 28:258-270.
- (8) Lemke, A.M., et al. 2011. Journal of Environmental Quality 40:1215-1228
- (9) Lemke, A.M., et al. 2010. Journal of Soil and Water Conservation 65:304-315.
- (10) Lake Bloomington Watershed Planning Committee, 2008. Lake Bloomington Watershed Plan



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adopting a Resolution waiving the formal bidding process and authorize the Water Department to purchase Calgon Filtrasorb 300 Granular Activated Carbon (GAC) from Calgon Carbon Corporation.

RECOMMENDATION/MOTION: That the Council adopt a Resolution waiving the formal bidding process for Calgon Filtrasorb 300 Granular Activated Carbon (GAC) and purchase this item from Calgon Carbon Corporation, a limited source supplier, at a cost of \$13,250.00 per month for 36 months, the purchase of additional virgin carbon at \$45.00 per cubic feet up to a maximum yearly cost of \$50,000, and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Utilities

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

BACKGROUND: Each year, staff has requested competitive bids for the Water Department's annual water treatment needs. However, these bids have historically not included granulated activated carbon for the water clarification process. The Water Department has utilized Calgon Carbon Corporation for the leasing of Calgon Filtrasorb 300 GAC since 1990 after extensive bench scale tests indicated that it was the best GAC for the City's source waters (water from the Lake Bloomington and Evergreen lake reservoirs). Each source water is unique in the constituents that can be found in the water. In addition, the treatment objectives of using a particular GAC determine the best GAC for the particular application. In the case of the City of Bloomington, removal of taste and odor compounds is the highest priority followed by organic compound removal. Calgon Filtrasorb 300 GAC has demonstrated that it is the best taste and odor adsorbing carbon for Bloomington's source waters. Prior to 1990, the City water supply was plagued by annual taste and odor occurrences of varying intensity. Since 1990, the vast majority of the time the City's water supply is free from objectionable tastes and odors for the majority of customers.

The GAC acts like a sponge adsorbing organic compounds from the water. Once the GAC is saturated, it must be replaced with fresh GAC. Since this is a process, that in the City's experience takes several years, approximately one third of the total filters at the Water Treatment Plant have the GAC replaced annually. Thus 5,532 cubic feet of GAC need s to b e r e p l a c e d each year. This amount represents the GAC required to fill 3 of the filters in the newer portion of the Plant and 4 of the filters in the older portion of the Plant.

The existing GAC is removed from the Plant and regenerated prior to being returned and replacement in the Plant's filters. As with previous contracts, the contract amount assumes a 25% make-up rate which is necessary to account for material losses during the regeneration

process. Any amount of make-up greater than 25% will be made with virgin carbon at the virgin carbon rate of \$45.00 per cubic foot.

The offsite regenerated carbon is essentially as good as virgin material in that it retains the same properties it had before. The regeneration facilities are essentially large ovens which heat the carbon to very high temperatures to destroy the adsorbed organic material. Some research has shown this process to actually improve the capabilities of the GAC by enlarging the pore sizes in the carbon making it more productive in adsorbing material. This process is allowed for water treatment plants provided the regenerated material originated from the same water treatment plant.

Most recently, the City entered into an agreement with Calgon Carbon Corporation in 2011 and renewed the agreement in 2013 for a three year lease of the carbon material. The agreement proposed in this Council Memo continues the utilization of Calgon Carbon Corporation by entering into an additional three year lease agreement. The agreement allows the City to continue the lease arrangement of the existing carbon being utilized in the filters at the Water Treatment Facility.

The monthly lease payments are approximately ten (10) percent lower than the monthly payments included in the previous agreement. The cost associated with purchase of additional virgin carbon remains the same as the previous agreement.

The Calgon Filtrasorb 300 Granular Activated Carbon is proposed at a cost of \$13,250.00 per month for 36 months along with the purchase of additional virgin carbon at \$45.00 per cubic feet up to a maximum yearly cost of \$50,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no Community Groups contacted for this petition as it is a routine matter.

FINANCIAL IMPACT: The three year agreement - price of \$13,250 per month (\$159,000 annually) with up to \$50,000 annually for additional virgin carbon at a unit price of \$45 per cubic foot. The FY 2017 Budget includes budgeted funds for the lease of the GAC throughout the year from the Water Purification-Carbon Reactivation Services account (50100130-71725). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on page 125.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Richard Twait, Superintendent of Purification

Reviewed by: Robert Yehl, PE, Water Director
Steve Rasmussen, Assistant 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:

- Resolution
- Calgon Carbon Corporation Agreement with the City of Bloomington

Motion: That the Council adopt a Resolution waiving the formal bidding process for Calgon Filtrasorb 300 Granular Activated Carbon (GAC) and purchase this item from Calgon Carbon Corporation, a limited source supplier, at a cost of \$13,250.00 per month for 36 months, the purchase of additional virgin carbon at \$45.00 per cubic feet up to a maximum yearly cost of \$50,000, and the City Manager and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016 - _____

A RESOLUTION AUTHORIZING IN THE AMOUNT OF \$13,250.00 PER MONTH FOR 36 MONTHS FOR THE LEASE OF CALGON FILTRASORB 300 GRANULAR ACTIVATED CARBON AND THE PURCHASE OF ADDITIONAL VIRGIN CARBON AT \$45.00 PER CUBIC FEET UP TO A MAXIMUM YEARLY COST OF \$50,000 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND CALGON CARBON CORPORATION.

WHEREAS, the City of Bloomington has previously entered into a contract with Calgon Carbon Corporation.

WHEREAS, for the reasons to lease Granulated Activated Carbon for a 36 month contract and purchase additional virgin carbon.

WHEREAS, it is the finding of the City Council that the decision to purchase the carbon from Calgon Carbon Corporation 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 in the amount of \$13,250.00 per month for a 36 months lease and the purchase of additional virgin carbon at \$45.00 per cubic feet up to a maximum yearly cost of \$50,000 from Calgon Carbon Corporation enter in the contract between the City of Bloomington and be approved.

PASSED this 26th day of September 2016.

APPROVED this day of September 2016

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk

APPROVED AS TO FORM:

Jeffrey R. Jurgens, Corporation Counsel



**CALGON CARBON CORPORATION
POTABLE WATER SERVICE (PWS) AGREEMENT
WITH
THE CITY OF BLOOMINGTON, IL
2016 AMENDMENT**

Contents

- 1. Agreement - Revised**
- 2. Exhibit I: Responsibilities of Calgon Carbon - Revised**
- 3. Exhibit II: Responsibilities of Customer - Revised**
- 4. Exhibit III: Carbon Filter Schedule - Revised**
- 5. Exhibit IV: Criteria for Return for Reactivation of Spent Carbon**
- 6. Exhibit VI: Adsorbate Profile Document Addendum Reactivated
Media - Added**



**CALGON CARBON CORPORATION
POTABLE WATER SERVICE AGREEMENT
2016 AMENDMENT**

THIS AMENDMENT made and agreed upon as of the ____ day of _____ 2016, by and between Calgon Carbon Corporation (Calgon Carbon) and the City of Bloomington, IL. Calgon Carbon hereby agrees to provide our Municipal Custom Reactivation to the City of Bloomington, IL water treatment facility for use in its eighteen (18) gravity water treatment filtration units. Each year of this contract, Calgon will supply the GAC for four (4) of the older filter units and three (3) of the new filter units. The old filter units each contain 690 cubic feet of GAC, while the new filter units contain 924 cubic feet. Each year a total of 5,532 cubic feet will be supplied on a backwashed and drained density basis. The purpose of the GAC is to control undesirable taste and odors, pesticides, and to assist in removal of turbidity from the city water supply on the following terms and conditions:

A. PAYMENTS

1. The City of Bloomington, IL will pay Calgon Carbon fees as follows:
 - Supply of 1,848 cuft of Filtrasorb 300 and 3,684 cuft of Custom Municipal React: \$13,250 per month for 12 consecutive months, commencing the month the first delivery takes place. This monthly fee includes a 25% total virgin GAC make-up rate. Make-up is needed for two reasons; (1) operational losses over time in the filters and (2) handling and reactivation losses. Should the make-up requirements be higher than 25%, we will supply more virgin Filtrasorb 300 to make up the difference. The price for additional supply of Filtrasorb 300 is outlined in Exhibit I Section 6. The cost of the additional material can be spread out over 12 months and added to the CMR monthly fee or billed separately.

B. DURATION OF AGREEMENT

1. This agreement will be in effect for 36 months from the date hereof. After 36 consecutive months, the City of Bloomington, IL has the option to extend the use of the GAC under an Extended Use Option. The Extended Use Option will be 50% of the base fee described in Section A. Payments. If different GAC options were utilized during the term, then the average of the Regular Payments over the 36 month term will be the basis for the Extended Use Rate. Warranties will not apply to Extended Use.

C. PRIOR AGREEMENTS

1. This Agreement supersedes any prior agreement and all amendments thereto, either written or oral, between the City of Bloomington, IL and Calgon Carbon. Payments under prior agreements shall be terminated upon execution of this Agreement by both

parties. The entire agreement is contained herein, and there are no promises or representations affecting this Agreement, and any terms and conditions appearing in any purchase order, or similar documents issued or accepted in connection with the services unless here stated and to be rendered hereunder shall be null and void.

The parties have mutually agreed to these terms and conditions as of the date designated above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date written below:

CITY OF BLOOMINGTON, IL

CALGON CARBON CORPORATION

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBIT I

RESPONSIBILITIES OF CALGON CARBON

1. Calgon Carbon will provide the transportation to haul away spent carbon, supply CMR and/or virgin carbon, and perform Custom Reactivation of the GAC in each of the eighteen (18) gravity water filters at the City of Bloomington, IL Water Filtration Plant. The 12 older filters contain 690 cubic feet each, while the six (6) newer filters contain 924 cubic feet each of Custom Reactivated GAC. The old filters measure 435 ft² with 19" of GAC. The new filters measure 462 ft² with 24" of GAC. Under the terms of this agreement, Calgon Carbon will supply 1,848 cuft of Filtrasorb 300 and 3,684 cuft of Custom Municipal React. A total of 5,532 cubic feet (on a backwashed and drained density basis) of spent material will be hauled away and custom reactivated each year. Calgon Carbon includes a 25% make-up of virgin Filtrasorb 300 for the CMR filters. Please note that 1,848 cu ft of Filtrasorb 300 (equivalent to two 924 cuft filters) will be supplied under this agreement to allow for a three-filter swingload to be re-established. As of the date of this agreement, Calgon Carbon is holding enough CMR material for one filter's swingload. Refer to Exhibit III – Carbon Filter Schedule, for specific information.
2. GAC Removal or Delivery will begin 4th quarter of 2016.
3. Calgon Carbon will retain ownership of the activated carbon and will return the spent carbon to one of our reactivation facilities. Calgon Carbon will assure the City of Bloomington, IL that the spent carbon will be reactivated or disposed of in a safe and responsible manner. Reactivation will be performed if the carbon meets Calgon Carbon's spent activated carbon acceptance criteria listed in Exhibit IV. Calgon Carbon will notify the City of Bloomington, IL in writing of the final disposition of the spent carbon referenced herein. Custom Reactivation of the GAC does require additional paperwork and water quality testing will need to be submitted (Exhibit VI).
6. Additional GAC Requirements:

Price for Additional Filtrasorb 300: \$45.00/cubic foot.

This price is firm for the first year of the agreement and will then be adjusted as indicated in the Fee Adjustment section of this agreement.

Reasons for Additional GAC:
 - Backwash losses
 - Chemical spill or contamination
 - Excessive loss due to attrition of GAC
 - Additional make-up for Custom Reactivation in excess of 25%

EXHIBIT II

RESPONSIBILITIES OF THE CITY OF BLOOMINGTON, IL

1. The City of Bloomington will execute the removal and installation of all Filtrasorb 300 and/or Custom Reactivated GAC.
2. The City of Bloomington, IL will provide the necessary water, electricity, and suitable drainage to accomplish the transfer of the virgin and spent Filtrasorb 300 activated carbon or Custom Reactivated carbon.
7. The City of Bloomington, IL will confirm the volume of GAC in each filter in the following manner:
City will measure and mark the top of the filter bed prior to removing any GAC. After the removal of the GAC, the City will then mark and measure from the top of the support media to the initial line. With these measurements, as well as the dimensions of the filter, the City will be able to calculate the volume of GAC being returned.
8. The City of Bloomington, IL must submit a Spent Carbon Certification Form prior to exchanging each filter. An Adsorbate Profile Document Addendum must be submitted every five years or if the City's water quality changes. These forms are attached as Exhibit VI. Additional water quality testing must be submitted along with this documentation.

EXHIBIT III

CARBON DELIVERY SCHEDULE

Year	Month	Volume Delivered (cubic ft)
2016	October	5,532
2017	October	5,532
2018	October	5,532

EXHIBIT IV

CRITERIA FOR RETURN FOR REACTIVATION OF NON-RCRA SPENT GRANULAR ACTIVATED CARBON (GAC)

The following ACCEPTANCE CRITERIA **must** be met for return for reactivation:

<u>Characteristic/Property</u>	<u>Limits of Acceptability</u>
Size	Greater than or equal to 12x40 mesh
pH Range	Greater than 2.0 and less than 12.5
Ignitable (per RTM-10)	Not Acceptable
Dioxins (by testing, court decree or definition)	Not Acceptable
Polychlorinated Biphenyls (PCBs)	Not Acceptable
1,2-Dibromo-3-chloropropane (DBCP)	Not Acceptable
Radioactivity	Not to exceed Background Level
Sodium	Maximum of 0.1 wt.%
Halogenated/Aromatic Volatiles (SW 846 - Methods 8010/8020)	Maximum of 2000 ug/g (Blue Lake plant only)

Note1 : Spent Granular Activated Carbon to be returned for reactivation shall be free of any foreign debris (rock, wood, metal, etc.) or extraneous impurities, free of oil and grease, easily wetted by water, and free flowing.

Note 2: Acceptance for reactivation of spent carbon which has not been supplied by Calgon Carbon Corporation must be investigated on a case-by-case basis.

EXHIBIT VI



SPENT SHIPMENT CERTIFICATION NSF 61 Reactivated Media

A newly signed original shipment certification is required for each filter (per carbon exchange event) per reactivation cycle. This document must be on file at the processing site or the spent media cannot be processed as an NSF 61 certified material. This form may be copied.

I, the Generator and/or Authorized Agent, certify by this Statement that the spent granular activated carbon being returned with this shipment for the purposes of customer municipal reactivation meets the following criteria: **(CIRCLE ONE)**

- The spent granular activated carbon being returned **(IS / IS NOT)** from a public water system as defined under USEPA regulations (40 CFR 141.2) and is used solely for the production of drinking water.
- The spent granular activated carbon being returned **(IS / IS NOT)** NSF 61 listed, and the manufacturer, trade name and mesh size **(ARE / ARE NOT)** the same as identified on the most recent Adsorbate Profile Document and APD Addendum submitted to CCC.

Supplier: _____ Product Trade Name: _____ Mesh Size: _____
_____/_____/_____

- The granular activated carbon **(HAS / HAS NOT)** knowingly been exposed to PCBs or dioxins.
- The water entering the activated carbon filter remains as characterized in the most recently completed APD and Addendum and there have been no contaminate spills or unusual water quality conditions. **(YES / NO)**
- The concentration of any of the metals as found in the source water during the period of time the media was online **(HAS / HAS NOT)** exceeded the following limits:

CRITERIA (ppb): antimony (3), arsenic (5), barium (1000), beryllium (2), cadmium (2), chromium (total) (50), copper (650), lead (7.5), inorganic mercury (1), selenium (25), thallium (1), aluminum (1000), manganese (150), nickel (50), silver (50), tin (2000), vanadium (15) and zinc (1000).

If concentrations have been exceeded, please attach a copy of source water analysis with results for the above metals for evaluation. This media may be acceptable to process with additional carbon testing. If analytical information is not available, Calgon Carbon will test your source water.

I, the Generator and/or Authorized Agent, acknowledge that Calgon Carbon Corporation must rely on the Generator certification of all chemical and physical characteristics of hazardous substances managed or processed by Calgon Carbon Corporation, and that this Statement is an integral part of the NSF certification process, without which Calgon Carbon Corporation will not be able to return the resulting reactivated carbon as an NSF certified product.

If the conditions of this certification are not fully complied with, the reactivated media, if processed, may not qualify as NSF 61 listed media and may not bear the NSF mark on containers or any associated documents. **If the reactivated media does not qualify as NSF 61 listed media, CCC will contact you to determine processing options.**

Name: _____ Title: _____

Signature: _____ Date: _____

Water Treatment Facility: _____ CAN: _____

Address: _____ **FILTER ID:** _____

PLEASE FAX COMPLETED FORM TO YOUR PROJECT MANAGER'S ATTENTION AT 412-787-6682.

CCC Approval By: _____ Date: _____

Disposition: Approved "As Is" _____
Approved with conditions (must be documented and on file) _____
Rejected as CMR (NSF 61 listed media) _____



ADSORBATE PROFILE DOCUMENT ADDENDUM
REACTIVATED MEDIA
Initial Qualification and Requalification of Spent Media

This form must be attached to the ADSORBATE PROFILE DOCUMENT (Form number APD 03/01/07).

Date: _____ Carbon Acceptance No.: _____

Facility Name: _____

Source water analysis attached (analysis representing substances the carbons media will be exposed to): Y / N

If source water analysis is not available, a sample must be submitted. Please contact Heidi Ruddy (hruddy@calgoncarbon-us.com) or Vince Lamberti (vlamberti@calgoncarbon-us.com) to determine if a raw water or treated water (pre carbon) should be collected, and for ship to information.

Is the carbon media material being returned NSF ANSI 61 listed? Y / N

Supplier: _____ Product Trade Name: _____ Mesh Size: _____
_____/_____/_____

Has the carbon media material previously been reactivated? Y / N

Is the carbon media being returned from a public water system (publicly or privately owned), as defined by USEPA regulations (40CFR 141.2), or equivalent regulations in Canada and other countries where applicable? Y / N

Has the carbon media been used ONLY for drinking water? Y / N

Has the carbon media been exposed to any unusual water conditions or contamination spills? Y / N

FACILITY NAME: _____

I, the Generator and/or Authorized Agent, certify this **Adsorbate Profile Document Addendum Reactivated Media** and all the attachments, contain true and accurate descriptions of the spent activated carbon media and all of the relevant information within the possession of the Generator regarding known or suspected hazards pertaining to the spent carbon, has been disclosed to Calgon Carbon Corporation. I, the Generator and/or Authorized Agent, acknowledge that Calgon Carbon Corporation must rely on the Generator certification of all chemical and physical characteristics of hazardous substances managed or processed by Calgon Carbon Corporation.

I acknowledge that any changes in character or loading which deviate from this profile warrant completion of a new Adsorbate Profile Document Addendum Reactivated Media. Calgon Carbon Corporation reserves the right to rescind any spent carbon returns which differ from the approved profile.

Name _____

Title _____

Signature _____

Date _____

Do Not Write Below This Line – For CCC Completion Only

Calgon Carbon Corporation, as a consideration of the customer's release of the above information and any Calgon subsequent data provided, agrees to treat such information as confidential property and will not disclose such information to others except as required by law and facility operating permits.

Name _____

Title _____

Signature _____

Date _____



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving an Annual Maintenance Agreement for City-wide Network and VoIP Telephone Infrastructure.

RECOMMENDATION/MOTION: That the agreement with Sentinel Technologies Inc., Springfield, IL for hardware/software maintenance, troubleshooting, configuration assistance and remote monitoring of network and VoIP (voice over internet protocol) infrastructure, in the amount of \$86,277.00 for third of five years, be approved and the City Manager and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City's local and wide area network consists of well over one hundred (100) devices spread across roughly forty (40) locations. The City's VoIP infrastructure consists of multiple virtualized servers, located in different geographical locations for redundancy, and approximately 500 telephone devices. Network and VoIP infrastructure is critical to City operations as it supports thousands of end user devices (desktop computers, laptop computers, network printers, mobile devices, telephones, security cameras and access control, HVAC systems, lighting systems, websites, remote connectivity) used 24 hours by 7 days a week to carry out operations throughout the City.

During the September 8, 2014 meeting, City Council authorized staff to enter into a maintenance agreement for the Network and VoIP infrastructure with Sentinel Technologies. Council approved a one year contract, along with four optional years to be renewed annually. Staff is requesting Council's approval to enter into the third year of this total five year agreement.

City staff has worked with Sentinel to ensure that types and amounts of maintenance coverage are appropriate for each piece of equipment included. Some equipment has been removed from the agreement while other pieces have been added as a result of typical replacement cycles. This year's agreement price is approximately four hundred seventy-five dollars (\$475.00) less than the FY2016 agreement (\$86,277 vs. \$86,752).

The City's network and VoIP infrastructure is composed of equipment from Cisco Systems, Incorporated. Sentinel provides technical staff with the in-depth training and knowledge to support, troubleshoot and maintain complex environments like we have at the City of Bloomington.

Sentinel has performed well during the first two years of the contract and staff believes renewal of the agreement is warranted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: The \$ 86,277.00 has been budgeted in the FY 2017 budget under Information Services-Repair/Maintenance Office and Computer Equipment (10011610-70530). Stakeholders can locate this in the FY 2017 Adopted Budget Book titled “Budget Overview & General Fund” on page 172.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

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:

- Network-VoIP Maintenance FY2017 - Agreement and Quote

Motion: _____ Seconded by: _____

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



APPENDIX A

Statement of Work -- Sentinel High Availability Network Support (HANS™)

Customer Name:	City of Bloomington
Street Address:	109 East Olive Street
City, State, Zip:	Bloomington, IL 61720

The Master Services Agreement ("Agreement") referenced below by and between Sentinel Technologies, Inc., ("Contractor") with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington ("Customer") with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby appended as set forth below. In the event the terms of this Appendix conflict with the terms in the Agreement, the terms of this Appendix shall prevail during the Contracted Period of Maintenance Services herein and any extensions thereof.

Commencement Date	Agreement No.	Addendum No. 057r1
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1. Inspection and Repair

Prior to the Commencement Date of Maintenance under this Appendix, the equipment covered hereunder and delineated in Appendix B ("the Equipment"), shall be subject to inspection by the Contractor at no charge to the Customer, to determine if it is in acceptable condition for maintenance. Any repairs, adjustments or replacement of missing items deemed necessary by the Contractor to bring the Equipment up to an acceptable condition shall be the responsibility of the Customer. The Contractor reserves the right to modify, repudiate or terminate this Appendix if, in Contractor's opinion, the Equipment is not capable of maintenance or if Customer refuses or fails to bring the Equipment up to an acceptable condition.

2. Responsibilities of Contractor

The Contractor shall, for the total charges set forth in Appendix B, maintain the Equipment in good operating condition and furnish maintenance service during the Contracted Periods of Maintenance Service selected by the Customer as designated on Appendix B.

The Maintenance Service includes:

- a. Unscheduled Remedial Maintenance Service during the Contracted Periods of Maintenance Service when notified by the Customer that the Equipment is inoperative.
- b. All costs of labor and field installable parts deemed necessary by Contractor to be required for maintaining the Equipment as a result of normal wear and tear. At Customer's request, Contractor will, for additional time and material cost, make required repairs not attributable to normal wear and tear.
- c. The installation of new parts or parts equivalent to new in performance. Replaced parts shall become the property of Contractor. Contractor shall be responsible for the replacement of only those parts unusable as a result of normal usage and wear and tear.
- d. With regard to end of life products, Contractor shall use its commercially reasonable best efforts to support said products until such time it is determined, in Contractor's sole discretion, that the support of these products is not economically viable. At the time that determination is made, Contractor shall notify Customer, in writing, and Contractor shall then be relieved of any and all obligation or liability relating to said products.

3. Responsibility of the Customer

- a. The Customer shall notify Contractor's maintenance personnel upon Equipment failure and shall allow Contractor full and free access to the Equipment, subject to the Customer's commercially reasonable internal security rules.
- b. The Customer shall not permit maintenance or repairs to the Equipment to be made or attempted, except as specified and approved in advance by Contractor.
- c. The Customer shall maintain the site environmental conditions throughout the Contracted Periods of Maintenance Service in accordance with the specifications established by the Equipment manufacturer.



- d. Prior to the Commencement Date of Maintenance under this Appendix, the Customer shall provide Contractor with an accurate inventory of the Equipment to be covered hereunder. Should Customer's inventory be incomplete or otherwise inaccurate, Customer acknowledges that Contractor shall be absolved of any liability relating to the equipment not listed or misidentified, unless the parties agree to an additional charge for provision of service to that equipment. For multi-year contracts, this inventory shall be updated by Customer annually. At Customer's request and for an additional charge, Contractor can perform an inventory of Customer's Equipment to be covered hereunder. If the Customer requests that modifications be made to the inventory during the Contracted Periods of Maintenance Service, then maintenance service will be supplied unless such modifications make it impractical for Contractor to render maintenance service, in which case Contractor shall be relieved of its responsibilities. If the requested modifications increase maintenance costs, Contractor shall have the right to adjust accordingly the maintenance charges specified on Appendix B.
- e. In order to activate Contractor's restoration guarantees, Customer agrees to present Contractor with up to date configurations of the covered devices at time of failure. However, if the Customer has a monitoring/managed services agreement in place, Sentinel can provide the configs via monitoring/managed services. Contractor's restoration guarantees will not be in full force or effect until Customer provides engineer active configuration at time of failure. In the event Customer does not provide the configuration information, any incremental effort required during the restoration process that is attributable to missing configuration information may result in additional charges.
- f. It is the Customer's responsibility to maintain and supply Contractor with current server backups as requested to facilitate system restoration. Contractor is only responsible to restore data based on the latest known good backup that Customer has supplied. In the event Customer does not provide a conforming backup, any incremental effort required by Contractor as a result of the non-conforming backup may result in additional charges.
- g. Customer shall inform Contractor of any end of life, replacement or phase out notifications it receives from Equipment manufacturers, dealers or agents.

4. Call Recording

The recording and/or monitoring of incoming and outgoing telephone calls between Contractor and Customer will be undertaken by Contractor for the purpose of providing constructive performance feedback, pursuing complaints, taking corrective action, measuring satisfaction or for any other purpose Contractor deems relevant to improving customer service. Customer, on behalf of itself and its employees, agents and assigns, consents and authorizes Contractor to implement this procedure.

5. Periods of Maintenance Service Availability

- a. The Annual Maintenance Fee and the Contracted Periods of Maintenance Service available to the Customer are stated in Appendix B. Notwithstanding the terms therein, the activation of the obligations under this Appendix commence no later than the date Contractor purchases any contracts or equipment on Customer's behalf.
- b. If the Customer removes individual Equipment from the system configuration, said individual Equipment may be added or deleted from maintenance coverage under this Appendix by giving Contractor thirty (30) days advance written notice. SMARTnet contracts purchased on the Customer's behalf are non-refundable. Contractor agrees to provide information to assist Customer in requesting a refund for prepaid SMARTnet contracts.

6. Excluded Services

The following services are outside the scope of this Appendix, but can be provided at an additional charge:

- a. Maintenance or repairs attributable to unauthorized attempts by or for the Customer to repair or maintain the Equipment; Equipment being used for purposes other than that for which it was designed; maintenance or repairs necessitated by Acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, accident, transportation, or similar emergency beyond the parties' control; failure to provide suitable environmental conditions; fault or negligence of the Customer, its agents, employees or assigns; improper use or misuse of the Equipment; and causes external to the Equipment, such as, but not limited to, power failure, air conditioning failure, and electrostatic conditions.
- b. Furnishing supplies or accessories, or refurbishing of Equipment.
- c. Installation, moves, adds, or changes to Equipment/software.
- d. Maintenance or repairs attributable to manufacturer defects, bugs, viruses, or other similar defects.



7. Service Level Agreement ("SLA") for Sentinel HANS™

SLAs are noted below, in accordance with the following general Severity Level definitions and the provisions of Section 8 below:

- a. **Severity 1:** Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative.
- b. **Severity 2:** Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible.
- c. **Severity 3:** Non critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.

Note: Due to the time required for set up to support HANS™ agreements, adherence to SLAs will become effective no sooner than 30 days after Customer signature.

Incident Service Level

Severity	Notification SLA	SLA Commitment	Response SLA	SLA Commitment	MTTR (Mean Time to Repair)	SLA Commitment
Severity 1	15 Minutes	99.5%	1 Hour	99.5%	Dependent on SLA purchased, See Appendix B	99.5%
Severity 2	15 Minutes	99.5%	2 Hours	99.5%	Dependent on SLA purchased, See Appendix B	99.5%
Severity 3	4 Hours	99.5%	NBD	99.5%	Two Business Days	99.5%

8. SLA Options

There are three SLA options for Sentinel HANS™. The definitions below describe the components of each SLA offering. The SLA of each device under contract is detailed on Appendix B.

HANS™ Silver – provides all the services detailed under Item 8a. below. This service does not allow the Customer the ability to call the Manufacturer TAC directly for support or receive software updates to a device.

HANS™ Gold – provides all the services detailed under Item 8a. and 8b. below. Contractor is authorized to deliver Manufacturer Support and as such, Contractor has the ability to escalate to Manufacturer TAC for incidents, as well as receive all software updates for devices. Contractor is ultimately responsible for supplying parts to support Manufacturer hardware.

HANS™ Platinum - provides all the services detailed under Item 8a. below with all Equipment backed by a Manufacturer support agreement which provides Customer and Contractor access to Manufacturer's support resources, and the ability to update software. Contractor is ultimately responsible for supplying parts to support Manufacturer hardware.

- a. The following details the level of support provided under all HANS™ service agreements:
 - All calls for service are to be placed with, monitored and escalated by Contractor.
 - Contractor will reload/configure system components with Customer-supplied back up as required to ensure complete functionality and restoration.
 - For service calls that are started within the Contracted Period of Maintenance Services, Contractor will, when necessary, provide continuous effort to extend service beyond the contracted hours of coverage.
 - Contractor will provide maintenance management services and, if requested by Customer, will act as the Customer's agent in attempting to resolve issues with other vendors/suppliers.
 - Contractor will utilize remote diagnosis and remote repair capability to expedite problem resolution.
 - Contractor will supply loaner equipment on a best efforts basis in emergency situations for non-core network equipment.
 - Contractor will provide primary and secondary engineers to gain knowledge of the configurations, along with an assigned escalation manager.
 - Contractor will provide advanced replacement of hardware in accordance with the SLA defined per device in Appendix B.



b. The following details the additional level of support provided under all HANS™ Gold service agreements:

- Cisco Specific Items
 - Contractor will provide the software for the Smart Collector upon Customer's request. The Smart Collector will only provide the functionality outlined below and without the Smart Collector, these functions will not be possible. Specification of the hardware requirements will be given to Customer during the kick-off phase, the Customer will be responsible for provisioning the OVA provided by Sentinel. Customer is also responsible for providing Contractor with SNMP Read-Only community strings for each device and Customer will be responsible for re-configuring the community string if it is not configured correctly on the devices.
 - Alert reporting – alerts to bug fixes, service alerts, EOX alerts
 - Device Diagnostics alerting and providing access to hundreds of symptom/fix data points. Customer is responsible for configuring and registering each device in order to activate this service. A sample configuration can be provided at time of installation.
- NetApp/EMC Specific Items
 - Sentinel will setup the Manufacturer Phone Home capability to notify both the Manufacturer and Sentinel at the time of failure so that a ticket will automatically be generated in the Sentinel system for immediate response.
- General Items
 - Contractor provides TAC support and escalation of cases to Manufacturer TAC on behalf of the Customer. In addition, in certain circumstances Customer may participate in Contractor's call with Manufacturer TAC.
 - Contractor will provide Contract and Inventory Management on the Customer infrastructure.

With regard to any software licenses provided pursuant to the provision of services under this Agreement, the Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. At the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of the software to Contractor, as expressly directed by Contractor.

CUSTOMER:
City of Bloomington

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



APPENDIX B

Customer Name: City of Bloomington

Street Address: 109 East Olive Street

City, State, Zip: Bloomington, IL 61720

The Master Services Agreement ("Agreement") referenced below by and between Sentinel Technologies, Inc., ("Contractor") with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of Bloomington ("Customer") with principal offices at 109 East Olive Street, Bloomington, IL 61720 is hereby appended as set forth below. In the event the terms of this Appendix conflict with the terms in the Agreement, the terms of this Appendix shall prevail during the Contracted Period of Maintenance Services herein and any extensions thereof.

Commencement Date

Agreement No.

Addendum No. 057r1

PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

CITY OF BLOOMINGTON											
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price		Special Notes
BLOOMINGTON	IL	109 E OLIVE ST									
			SENTINEL HANS™ SILVER ON-SITE 24X7X4								
		CISCO	CISCO1811/K9	FTX1017W2EK	15-Jun-16	14-Sep-17	1	\$ 162.00	\$ 162.00	Note:	Continued Support Under HANS Silver
		CISCO	WS-C4507R	FOX081603QL	15-Sep-16	14-Sep-17	1	\$ 3,048.00	\$ 3,048.00	Note:	Continued Support Under HANS Silver
		CISCO	WS-C4507R	FOX093503PL	15-Sep-16	14-Sep-17	1	\$ 3,048.00	\$ 3,048.00	Note:	Continued Support Under HANS Silver
		CISCO	CISCO1841	FTX1143W0YX	1-Nov-16	14-Sep-17	1	\$ 172.00	\$ 172.00	Note:	Continued Support Under HANS Silver
		CISCO	CISCO1841	FTX1219W0DJ	1-Nov-16	14-Sep-17	1	\$ 172.00	\$ 172.00	Note:	Continued Support Under HANS Silver
		CISCO	CISCO2821-SEC/K9	FTX0949C144	1-Nov-16	14-Sep-17	1	\$ 745.00	\$ 745.00	Note:	Continued Support Under HANS Silver
		CISCO	CISCO2821-SEC/K9	FTX0949C146	1-Nov-16	14-Sep-17	1	\$ 745.00	\$ 745.00	Note:	Continued Support Under HANS Silver
		CISCO	CISCO2821-SEC/K9	FTX0949C147	1-Nov-16	14-Sep-17	1	\$ 745.00	\$ 745.00	Note:	Continued Support Under HANS Silver
		CISCO	CISCO3825-SEC/K9	FTX0949A00F	1-Nov-16	14-Sep-17	1	\$ 1,479.00	\$ 1,479.00	Note:	Continued Support Under HANS Silver
BLOOMINGTON	IL	109 E OLIVE ST									
			SENTINEL HANS™ GOLD ON-SITE 24X7X4								
		CISCO	ASA5540-AIP20-K9	JMX1217L129	15-Sep-16	14-Sep-17	1	\$ 4,582.00	\$ 4,582.00		
		CISCO	ASA5540-AIP20-K9	JMX1217L12A	15-Sep-16	14-Sep-17	1	\$ 4,582.00	\$ 4,582.00		
		CISCO	CISCO1841	FTX1143W0YX	15-Sep-16	31-Oct-16	1	\$ 32.00	\$ 32.00	Note:	end of support life 10/31/16
		CISCO	CISCO1841	FTX1219W0DJ	15-Sep-16	31-Oct-16	1	\$ 32.00	\$ 32.00	Note:	end of support life 10/31/16
		CISCO	CISCO2821-SEC/K9	FTX0949C144	15-Sep-16	31-Oct-16	1	\$ 137.00	\$ 137.00	Note:	end of support life 10/31/16
		CISCO	CISCO2821-SEC/K9	FTX0949C146	15-Sep-16	31-Oct-16	1	\$ 137.00	\$ 137.00	Note:	end of support life 10/31/16
		CISCO	CISCO2821-SEC/K9	FTX0949C147	15-Sep-16	31-Oct-16	1	\$ 137.00	\$ 137.00	Note:	end of support life 10/31/16
		CISCO	CISCO3825-SEC/K9	FTX0949A00F	15-Sep-16	31-Oct-16	1	\$ 271.00	\$ 271.00	Note:	end of support life 10/31/16
		CISCO	UCS-C210M2-VCD2	QC1436A9BV	15-Sep-16	31-Aug-17	1	\$ 687.00	\$ 687.00	Note:	end of support life 8/31/17
		CISCO	UCS-C210M2-VCD2	QC1436A9K	15-Sep-16	31-Aug-17	1	\$ 687.00	\$ 687.00	Note:	end of support life 8/31/17
		CISCO	WS-C6509-E	SMG0939NF0U	15-Sep-16	14-Sep-17	1	\$ 9,282.00	\$ 9,282.00		



CITY OF BLOOMINGTON											
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price		Special Notes
BLOOMINGTON	IL	109 E OLIVE ST									
			SENTINEL HANS™ GOLD ON-SITE 8X5XNBD								
		CISCO	WS-C3560G-24PS-S	FOC1403Y467	15-Sep-16	14-Sep-17	1	\$ 333.00	\$ 333.00		
		CISCO	WS-C3560G-24TS-S	FOC1110Y5RK	15-Sep-16	14-Sep-17	1	\$ 285.00	\$ 285.00		
		CISCO	WS-C3560V2-24PS-S	FDO1513X1K5	15-Sep-16	14-Sep-17	1	\$ 204.00	\$ 204.00		
		CISCO	WS-C3560V2-24PS-S	FDO1513X1MW	15-Sep-16	14-Sep-17	1	\$ 204.00	\$ 204.00		
		CISCO	WS-C3560V2-48PS-S	FDO1512X09F	15-Sep-16	14-Sep-17	1	\$ 348.00	\$ 348.00		
		CISCO	WS-C3560V2-48PS-S	FDO1512X0BV	15-Sep-16	14-Sep-17	1	\$ 348.00	\$ 348.00		
		CISCO	WS-C3650-48TD-S	FDO1901EDUU	15-Sep-16	14-Sep-17	1	\$ 504.00	\$ 504.00		
		CISCO	WS-C3650-48TD-S	FDO1901E1GL	15-Sep-16	14-Sep-17	1	\$ 504.00	\$ 504.00		
		CISCO	WS-C3750G-48PS-S	FOC0944Y1A6	15-Sep-16	14-Sep-17	1	\$ 873.00	\$ 873.00		
		CISCO	WS-C3750G-48TS-S	FOC1508Z0RV	15-Sep-16	14-Sep-17	1	\$ 786.00	\$ 786.00		
		CISCO	CISCO2801	FHK1146F2BD	15-Sep-16	31-Oct-16	1	\$ 50.00	\$ 50.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W344	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W345	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W346	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W347	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W348	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W349	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W34B	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W34C	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2801-SRST/K9	FTX1002W34D	15-Sep-16	31-Oct-16	1	\$ 62.00	\$ 62.00	Note: end of support life 10/31/16	
		CISCO	CISCO2851	FHK0910F1ZL	15-Sep-16	31-Oct-16	1	\$ 120.00	\$ 120.00	Note: end of support life 10/31/16	
		CISCO	CISCO2851	FHK0915F00P	15-Sep-16	31-Oct-16	1	\$ 120.00	\$ 120.00	Note: end of support life 10/31/16	
		CISCO	CISCO2851-SRST/K9	FTX1001C4L2	15-Sep-16	31-Oct-16	1	\$ 142.00	\$ 142.00	Note: end of support life 10/31/16	
		CISCO	CISCO2851-SRST/K9	FTX1001C4L3	15-Sep-16	31-Oct-16	1	\$ 142.00	\$ 142.00	Note: end of support life 10/31/16	
		CISCO	CISCO2851-SRST/K9	FTX1002C06L	15-Sep-16	31-Oct-16	1	\$ 142.00	\$ 142.00	Note: end of support life 10/31/16	
		CISCO	CISCO3825-SRST/K9	FTX1002C0X6	15-Sep-16	31-Oct-16	1	\$ 197.00	\$ 197.00	Note: end of support life 10/31/16	
BLOOMINGTON	IL	109 E OLIVE ST									
			SENTINEL HANS™ SILVER ON-SITE 8X5XNBD								
		CISCO	CISCO2801	FHK1146F2BD	1-Nov-16	14-Sep-17	1	\$ 271.00	\$ 271.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W344	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W345	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W346	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W347	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W348	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W349	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W34B	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W34C	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2801-SRST/K9	FTX1002W34D	1-Nov-16	14-Sep-17	1	\$ 336.00	\$ 336.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2851	FHK0910F1ZL	1-Nov-16	14-Sep-17	1	\$ 652.00	\$ 652.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2851	FHK0915F00P	1-Nov-16	14-Sep-17	1	\$ 652.00	\$ 652.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2851-SRST/K9	FTX1001C4L2	1-Nov-16	14-Sep-17	1	\$ 777.00	\$ 777.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2851-SRST/K9	FTX1001C4L3	1-Nov-16	14-Sep-17	1	\$ 777.00	\$ 777.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO2851-SRST/K9	FTX1002C06L	1-Nov-16	14-Sep-17	1	\$ 777.00	\$ 777.00	Note: Continued Support Under HANS Silver	
		CISCO	CISCO3825-SRST/K9	FTX1002C0X6	1-Nov-16	14-Sep-17	1	\$ 1,074.00	\$ 1,074.00	Note: Continued Support Under HANS Silver	
		CISCO	WS-C3560-24PS-S	CAT0849N1MF	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver	
		CISCO	WS-C3560-24PS-S	CAT0946R4AK	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver	
		CISCO	WS-C3560-24PS-S	CAT0946R4AN	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver	
		CISCO	WS-C3560-24PS-S	CAT0947R5NE	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver	



CITY OF BLOOMINGTON										
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes
BLOOMINGTON	IL	109 E OLVEST								
			SENTINEL HANS™ SILVER ON-SITE 8X5XNBD							
		CISCO	WS-C3560-24PS-S	CAT0950R2TE	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT0951R3GU	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT0951R3Z7	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT0951R3ZU	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT0951R3ZY	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT0951R402	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT0951R408	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT0951R40B	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT1010R0ZA	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT1011R1B1	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT1013R0G6	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT1029ZGHA	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-E	CAT0850R0MY	15-Sep-16	14-Sep-17	1	\$ 179.00	\$ 179.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	CAT1107NG8U	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	FDO1146Y33N	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	FDO1146Z73C	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	FDO1237X3LG	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-24PS-S	FDO1327X03X	15-Sep-16	14-Sep-17	1	\$ 157.00	\$ 157.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0826N1NG	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0826Y1XM	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0946N1ZE	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0946R1EB	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0946R1R5	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0946R1SR	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0946R1T7	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0946R1T8	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	CAT0946R1TE	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	FDO1234X2EZ	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3560-48PS-S	FDO1245Y32K	15-Sep-16	14-Sep-17	1	\$ 269.00	\$ 269.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT0939R44M	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT0947R1HX	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT0947R1TV	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT0947R1TZ	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT0947R1V1	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT0947R1VL	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT0947R1VY	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT0947R1W1	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750-48PS-S	CAT1115ZHFM	15-Sep-16	14-Sep-17	1	\$ 351.00	\$ 351.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750G-24TS-S	CAT0815Y0B8	15-Sep-16	14-Sep-17	1	\$ 230.00	\$ 230.00	Note: Continued Support Under HANS Silver
		CISCO	WS-C3750G-24TS-S	CAT0823X2K6	15-Sep-16	14-Sep-17	1	\$ 230.00	\$ 230.00	Note: Continued Support Under HANS Silver
BLOOMINGTON	IL	109 E OLVEST								
			SENTINEL HANS™ GOLD PARTS ONLY 8X5XNBD							
		CISCO	AIR-CT5508-100-K9	FCW1843LOCC	15-Sep-16	14-Sep-17	1	\$ 3,536.00	\$ 3,536.00	
		CISCO	AIR-CT5508-HA-K9	FCW1843LOEA	15-Sep-16	14-Sep-17	1	\$ 1,768.00	\$ 1,768.00	
		CISCO	CTS-QSC20-MC	GET190200KN	15-Sep-16	14-Sep-17	1	\$ 29.00	\$ 29.00	
		CISCO	CTS-QSC20-MC	GET190201QT	15-Sep-16	14-Sep-17	1	\$ 29.00	\$ 29.00	
		CISCO	CTS-SX10-K9	FTT1911028G	15-Sep-16	14-Sep-17	1	\$ 218.00	\$ 218.00	
		CISCO	CTS-SX10-K9	FTT1911028V	15-Sep-16	14-Sep-17	1	\$ 218.00	\$ 218.00	



CITY OF BLOOMINGTON										
City	State	Manufacturer	Device	Serial Number	Next Contract Start Date	End Date	Qty	Unit Price	Ext. Price	Special Notes
BLOOMINGTON	IL	109 EOLIVEST								
			STI HANS™ GOLD SOFTWARE SUPPORT							
		CISCO	BR10-USR-1	1587299211	15-Sep-16	14-Sep-17	500	\$ 2.00	\$ 1,000.00	
		CISCO	CCX-10-N-E-LIC	1742611045	15-Sep-16	14-Sep-17	51	\$ 136.00	\$ 6,936.00	
		CISCO	LIC-CUCM-10X-BNHA	1587299208	15-Sep-16	14-Sep-17	500	\$ 23.00	\$ 11,500.00	
		CISCO	UNITYCN10-STD-USR	1587299209	15-Sep-16	14-Sep-17	450	\$ 11.00	\$ 4,950.00	
		CISCO	VMW-VS5-ST-1A=	1742611044	15-Sep-16	14-Sep-17	2	\$ 286.00	\$ 572.00	
BLOOMINGTON	IL	109 EOLIVEST								
			STI HANS™ GOLD SOFTWARE SUPPORT							
		CISCO	L-P2X-LF-50	1742611046	15-Sep-16	14-Sep-17	1	\$ 721.00	\$ 721.00	
TOTAL:									\$ 86,277.00	

Terms: Net 30 days.

This quote is valid for 30 days from 09 / 01 / 2016.

CUSTOMER:
City of Bloomington

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adopting Resolution approving a Contract Amendment with Technical Solutions & Services, Inc. for the US Cellular Coliseum Building Automation System Improvements, (RFP 2016-15).

RECOMMENDATION/MOTION: That the Resolution approving a Contract Amendment with Technical Solutions & Services, Inc. for the US Cellular Coliseum Building Automation System Improvements, (RFP 2016-15) in the amount of \$81,490.00 be approved, and authorize the City Manager and City Clerk to execute the contract, and the Mayor and City Clerk to execute the Resolution.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure & Facilities.

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

BACKGROUND: At the February 9, 2015 meeting, City Council approved the U.S. Cellular Coliseum Energy Evaluation and Retro-Commissioning project to be completed under the Smart Energy Design Assistance Center (SEDAC) Public Sector Retro-Commission Program. The program assists public sector facilities with identifying low-cost to no-cost energy saving improvements that will have an estimated payback period of 1.5 years or less.

At the January 11, 2016 meeting, City Council approved a Contract with Technical Solutions and Services, Inc. for US Cellular Coliseum Building Automation System Improvements (RFP#2016-15). This contract implemented the energy saving improvements recommended in the SEDAC Energy Evaluation and Retro-Commissioning study. The primary improvements involved an upgrade to the facilities Building Automation System (BAS), including various controls and components of exhaust fans, vents and dampers. These same components are utilized in the building smoke evacuation system.

In late 2013 and early 2014 Ketchmark & Associates, Inc., a building ventilation system consultant, was commissioned to investigate concerns related to the smoke control system for the US Cellular Coliseum. The investigation was prompted by the collapse of an interior storefront partition during a routine smoke control test. After review and testing of the system, emergency remediation work was implemented to address significant pressure differentials that were affecting the safe operation of egress doors in the building. This remediation work placed the system in a safe operational mode, but a number of issues still need to be implemented to bring the smoke evacuation system into compliance with the original design intent of the building. These remaining issues are described in the attached Smoke Evacuation Phase 2 Report. Although this report was available when the BAS Improvement RFP was released, additional evaluation and design of the smoke evacuation system was necessary before implementation of the Phase 2 remediation could be performed. That evaluation was performed during the initial

BAS Improvement work and the attached proposal for implementation has been provided by Technical Solutions and Services, Inc. This proposal addresses all of the issues identified in the Ketchmark & Associates, Inc. Phase 2 Report.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The original work was advertised in The Pantagraph on October 28, 2015 and a pre-proposal meetings were held on-site on November 4, 2015 at 10:00 a.m. and on November 12, 2015 at 1:00 p.m.

FINANCIAL IMPACT: Funding for this project in the amount of \$50,000 is included in the FY 2017 Budget under Coliseum Capital Improvement Account (57107110-72520). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 195, 275, 422 and 423. Funding for the remaining balance of \$31,490 is included in the FY2017 Budget under Coliseum-Repair & Maintenance of Building Account (57107110-70510).

US Cellular Coliseum Building Automation System Improvements (RFP 2016-15)

ITEM	COST
BAS Improvements (Original Contract)	\$296,830.00
Smoke Evacuation Phase 2 (Amendment)	\$81,490.00
Revised Contract Total	\$378,320.00

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager

Reviewed by: Steve Rasmussen, Assistant 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:

- Resolution
- Ketchmark & Associates, Inc. Smoke Evacuation System Phase 2 Report
- Contract Amendment Proposal from Technical Solutions & Services, Inc.

Motion: That the Resolution approving a Contract Amendment with Technical Solutions & Services, Inc. for the US Cellular Coliseum Building Automation System Improvements, (RFP 2016-15) in the amount of \$81,490.00 be approved, and authorize the City Manager and City Clerk to execute the contract, and the Mayor and City Clerk to execute the Resolution.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$81,490 ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND TECHNICAL SOLUTIONS & SERVICES, INC. (P.O. 2016-0388)

WHEREAS, the City of Bloomington has previously authorized a contract with Technical Solutions & Services, Inc. for the US Cellular Coliseum Building Automation System Improvements; and

WHEREAS, for the reasons set forth in the September 26, 2016 memo 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 26, 2016 memo is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a change order in the amount of \$81,490 in the contract between the City of Bloomington and Technical Solutions & Services, Inc. be approved.

PASSED this 26th day of September, 2016.

APPROVED this ____ day of September, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk

APPROVED AS TO FORM:

Jeffrey R. Jurgens, Corporation Counsel

US Cellular Coliseum
Phase II Smoke Control Remediation Phase II
10 November 2014

Ketchmark & Associates, Inc.

Consulting Engineers

145 Tower Drive, Suite 12

Burr Ridge, Illinois 60527

Tel 630.850.7774

Fax 630.850.7042

www.Ketchmark.com

In late 2013 and early 2014 Ketchmark & Associates, Inc. was commissioned to investigate concerns related to the smoke control system for US Cellular Coliseum. This investigation was prompted by the collapse of an interior storefront partition during a routine smoke control test. After review and testing of the system certain emergency remediation work was implemented to address significant pressure differentials that were affecting the safe operation of egress doors in the building. This remediation work included the following:

1. Various control functions, relays, actuators and programming were reviewed, modified and corrected to allow three of the four smoke exhaust fans in the Bowl to activate during a smoke event.
2. Dysfunctional makeup air fans and dampers were eliminated from the smoke control sequences, greatly simplifying the system during an emergency.
3. Concourse intake air sources were modified and enhanced to provide greater makeup air during a Bowl Smoke Exhaust event.
4. After the remediation work was completed the Concourse and Bowl smoke sequences were tested and witnessed by the Fire Department. During that test door pressure forces were measured to demonstrate compliance with maximum forces permitted by code.

K & A

While the remediation work performed 10 months ago have placed the system in an safe operational mode there remain a number of issues that need to be implemented to bring the smoke systems in compliance with the original design intent of the building. This design intent was established in a comprehensive report by Leber/Rubes Inc., a Life Safety consultant for the design/build team for the project.

In their June 27, 2005 report titled "Fire Protection Program And Approach To Life Safety, Bloomington Arena" Leber/Rubes provided extensive information pertaining to many issues related to life safety for the building, including construction type, egress, fire alarm, sprinklers and emergency power. In addition, a detailed approach was proposed for smoke control for the building. This approach identified smoke control exhaust fan airflows, the quantity of smoke fans, smoke exhaust sequences and performance, and smoke control diagrams. It is our understanding that this report was provided to the City of Bloomington during the permitting process for the building and no exceptions were taken to the approaches proposed in the report.

The following items need to be installed, corrected and or confirmed to bring the smoke control systems in compliance with code and the approaches presented in the Leber/Rubes report. This work will require the services of a Temperature Control Contractor, a Fire Alarm Contractor, a system Air Balancer and a Special Inspector:

1. Smoke detectors in the supply and return ducts serving AHU-1/AHU-2 and the return/exhaust ducts serving AHU-8/AHU-9 are missing code required remote test stations. These need to be installed.
2. It is our belief that existing duct smoke detectors in the return air serving AHU-1/AHU-2 and the return/exhaust ducts serving AHU-8/AHU-9 currently are setup to activate the Bowl smoke control system. This is contrary to the Leber/Rubes report. If so found, this control should be deleted.
3. Confirm that activation of sprinkler flow for the Bowl and Suites Level activates the Bowl smoke control system.
4. During initial construction the fourth Bowl smoke exhaust fan had been locked out and wire tied in an off position. This was presumably because the system as originally installed was unable to provide adequate makeup air. This fan system needs to be re-activated.
5. Control wiring serving this fourth fan needs to be reviewed and confirmed that it is served by the portions of the system that are certified for emergency and fire control. If they are not they need to be placed onto this certified portion of the system and thoroughly tested.
6. Control wiring serving the third Bowl smoke fan needs to also be reviewed and confirmed that it is served by the portions of the system that are certified for emergency and fire control. Control of this fan should be removed from the Building Automation System.
7. Confirm that all four smoke fans for the Bowl, as well as other smoke control and intakes are all controlled properly from the Fireman's Smoke Control Panel.
8. In order to not create a major pressure surge during activation of this fourth smoke fan it is likely that a time delay will need to be installed. Similar time delays were required between activation of stages 1-2 and 2-3 to allow fans, airflow and building pressure to stabilize.
9. Provide measurement and testing of the system. Note that per NFPA such testing is required to be performed by a "special inspector". Per NFPA special inspection agencies for smoke control shall have expertise in fire protection engineering, mechanical engineering and certification as air balancers.

- a. Measurement of airflow to confirm smoke exhaust quantity in the Bowl. Note that this may require the rental of an extra high lift, since the lift currently available at the building only reaches to the bottom of the main trusses.
 - b. Measurement of air velocities thru the vomitories during smoke control.
 - c. Activation of the Bowl smoke sequence to confirm proper operation.
 - d. Measurement of door forces during testing to assure code maximums are not being exceeded. It should be noted that the Leber/Rubes testing criteria identified that exterior doors would be opened 50% during the test. While maximum door forces were within accepted standards with three Bowl smoke fans in operation it is our opinion that implementing the fourth fan will require at least some doors to be partially open so as to not exceed mandated door forces. We believe this is a reasonable assumption, especially with fan staging, since in a true emergency exiting of the building will be occurring before the developed smoke layer impedes egress. This is in conjuncture with the Leber/Rubes report which suggested up to a 5 minute duration may occur before complete activation of the smoke control system during a fire condition.
 - e. Testing of sequences is to be done under emergency power conditions.
10. Develop a written procedure for the code mandated semi-annual testing of the smoke control system.
- a. Test procedures should include a detailed description of the system and describe the devices, fans, dampers, controls, doors, etc. that should be observed/measured during each test.
 - b. Identify the conditions that periodic testing should be done under, including testing under emergency power conditions.
 - c. Define special arrangements which might need to be made for the introduction of large quantities of outside during adverse conditions.
 - d. Place all test criteria in a written form with checklists identifying the date/time that testing occurred, identify all parties that were part of the test, identify weather and building operating conditions in which the test was conducted, identify all equipment that was tested and their duration, identify any deficiencies that were discovered during the test, and develop an action plan on how any such deviations were repaired and retested.



**Technical Solutions
& Services
Incorporated**

1 40 Thunderbird Lane
EAST PEORIA, IL 61611

Phone (309) 266-8774 Fax (309) 266-8424

PROPOSAL

Page 1 of 6



LONWORKS



TO: **City of Bloomington - Facilities Management**
Attn: Russel Waller
115 East Washington Street, PO Box 3157
Bloomington, IL 61702-3157

PHONE:	DATE: 8/31/16
JOB NAME / LOCATION US Cellular Coliseum Building Automation System Improvements Smoke Evacuation Phase 2	
Specification Sections: N/A	Addendum: N/A

We hereby submit specifications and estimates for:

Technical Solutions & Services Inc. along with our team of contractors (Bennett Electronic Service Co. Inc. and Thermodynamic Balance of Illinois) will provide installation and testing of the required equipment and material for the items noted in the Smoke Evacuation Phase 2 documents as follows:

Ketchmark & Associates, Inc. Item 1.

Smoke detectors in the supply and return ducts serving AHU-1/AHU-2 and the return/exhaust ducts serving AHU-8/AHU-9 are missing code required remote test stations. These need to be installed.

- Bennett will supply the equipment, programming and checkout.
- TSS will install the equipment, install the wiring and terminate.

Ketchmark & Associates, Inc. Item 2.

It is our belief that existing duct smoke detectors in the return air serving AHU-1/AHU-2 and the return/exhaust ducts serving AHU- 8/AHU-9 currently are setup to activate the Bowl smoke control system. This is contrary to the Leber/Rubes report. If so found, this control should be deleted.

- TSS and Bennett will verify the sequence and make the appropriate changes to the sequence based on our findings.

Ketchmark & Associates, Inc. Item 3.

Confirm that activation of sprinkler flow for the Bowl and Suites Level activates the Bowl smoke control system.

- TSS and Bennett will verify the sequence and make the appropriate changes to the sequence based on our findings.

Ketchmark & Associates, Inc. Item 4.

During initial construction the fourth Bowl smoke exhaust fan had been locked out and wire tied in an off position. This was presumably because the system as originally installed was unable to provide adequate makeup air. This fan system needs to be reactivated.

(continued on next page)

We Propose

hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

See final page

dollars (\$ *See final page*).

Payment to be made as follows:

Progress Payments

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within **90** days.

Acceptance of Proposal-

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



**Technical Solutions
& Services
Incorporated**

1 40 Thunderbird Lane
EAST PEORIA, IL 61611

Phone (309) 266-8774 Fax (309) 266-8424

PROPOSAL

Page 2 of 6



LONWORKS



TO: **City of Bloomington - Facilities Management**
Attn: Russel Waller
115 East Washington Street, PO Box 3157
Bloomington, IL 61702-3157

PHONE:	DATE: 8/31/16
JOB NAME / LOCATION US Cellular Coliseum Building Automation System Improvements Smoke Evacuation Phase 2	
Specification Sections: N/A	Addendum: N/A

We hereby submit specifications and estimates for:

(continued from previous page)

Ketchmark & Associates, Inc. Item 5.

Control wiring serving this fourth fan needs to be reviewed and confirmed that it is served by the portions of the system that are certified for emergency and fire control. If they are not they need to be placed onto this certified portion of the system and thoroughly tested.

- TSS will verify the control wiring for this fan and install the appropriate wire and devices needed.
- TSS and Bennett will verify the sequence and make the appropriate changes to the sequence based on our findings.

Ketchmark & Associates, Inc. Item 6.

Control wiring serving the third Bowl smoke fan needs to also be reviewed and confirmed that it is served by the portions of the system that are certified for emergency and fire control. Control of this fan should be removed from the Building Automation System.

- TSS will verify the control wiring for this fan and install the appropriate wire and devices needed.
- TSS and Bennett will verify the sequence and make the appropriate changes to the sequence based on our findings.

Ketchmark & Associates, Inc. Item 7.

Confirm that all four smoke fans for the Bowl, as well as other smoke control and intakes are all controlled properly from the Fireman's Smoke Control Panel.

- TSS and Bennett will verify the control of these fans and make the appropriate changes to the sequence based on our findings.

(continued on next page)

We Propose

hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

See final page

dollars (\$) *See final page*).

Payment to be made as follows:

Progress Payments

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within **90** days.

Acceptance of Proposal-

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



**Technical Solutions
& Services
Incorporated**

1 40 Thunderbird Lane
EAST PEORIA, IL 61611

Phone (309) 266-8774 Fax (309) 266-8424

PROPOSAL

Page 3 of 6



LONWORKS



TO: **City of Bloomington - Facilities Management**
Attn: Russel Waller
115 East Washington Street, PO Box 3157
Bloomington, IL 61702-3157

PHONE:	DATE: 8/31/16
JOB NAME / LOCATION US Cellular Coliseum Building Automation System Improvements Smoke Evacuation Phase 2	
Specification Sections: N/A	Addendum: N/A

We hereby submit specifications and estimates for:

(continued from previous page)

Ketchmark & Associates, Inc. Item 8.

In order to not create a major pressure surge during activation of this fourth smoke fan it is likely that a time delay will need to be installed. Similar time delays were required between activation of stages 1-2 and 2-3 to allow fans, airflow and building pressure to stabilize.

- TSS will review the delays currently installed on the fans and add similar delays to the added stages. The delay sequence will be tested.

Ketchmark & Associates, Inc. Item 9.

Provide measurement and testing of the system. Note that per NFPA such testing is required to be performed by a "special inspector". Per NFPA special inspection agencies for smoke control shall have expertise in fire protection engineering, mechanical engineering and certification as air balancers.

- Testing will be completed by TSS, Bennett and TBI and verified to be per design documents. No reference can be found in NFPA 92, NFPA 92A and NFPA 92B to the "special inspector". Per NFPA the tests will be coordinated with the "AHJ" (Authority Having Jurisdiction), final testing will be completed with the AHJ in attendance and completed to their satisfaction.

- Measurement of airflow to confirm smoke exhaust quantity in the Bowl. Note that this may require the rental of an extra high lift, since the lift currently available at the building only reaches to the bottom of the main trusses.
- Measurement of air velocities thru the vomitories during smoke control.
- Activation of the Bowl smoke sequence to confirm proper operation.

(continued on next page)

We Propose

hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

See final page

dollars (\$) *See final page*).

Payment to be made as follows:

Progress Payments

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within **90** days.

Acceptance of Proposal-

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



**Technical Solutions
& Services
Incorporated**

1 40 Thunderbird Lane
EAST PEORIA, IL 61611

Phone (309) 266-8774 Fax (309) 266-8424

PROPOSAL

Page 4 of 6



LonWorks



TO: **City of Bloomington - Facilities Management**
Attn: Russel Waller
115 East Washington Street, PO Box 3157
Bloomington, IL 61702-3157

PHONE:	DATE: 8/31/16
JOB NAME / LOCATION US Cellular Coliseum Building Automation System Improvements Smoke Evacuation Phase 2	
Specification Sections: N/A	Addendum: N/A

We hereby submit specifications and estimates for:

(continued from previous page)

d. Measurement of door forces during testing to assure code maximums are not being exceeded. It should be noted that the Leber/Rubes testing criteria identified that exterior doors would be opened 50% during the test. While maximum door forces were within accepted standards with three Bowl smoke fans in operation it is our opinion that implementing the fourth fan will require at least some doors to be partially open so as to not exceed mandated door forces. We believe this is a reasonable assumption, especially with fan staging, since in a true emergency exiting of the building will be occurring before the developed smoke layer impedes egress. This is in conjuncture with the Leber/Rubes report which suggested up to a 5 minute duration may occur before complete activation of the smoke control system during a fire condition.

e. Testing of sequences is to be done under emergency power conditions.

- TSS, Bennett and TBI will perform the testing of the sequences and flows as noted above. Item "e" above will need to be verified to determine if the systems required are already on emergency power circuits. No provision has been made to move any power from standard to emergency circuits.

Ketchmark & Associates, Inc. Item 10.

Develop a written procedure for the code mandated semi-annual testing of the smoke control system.

- Test procedures should include a detailed description of the system and describe the devices, fans, dampers, controls, doors, etc. that should be observed/measured during each test.
- Identify the conditions that periodic testing should be done under, including testing under emergency power conditions.

(continued on next page)

We Propose

hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

See final page

dollars (\$ *See final page*).

Payment to be made as follows:

Progress Payments

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within **90** days.

Acceptance of Proposal-

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



**Technical Solutions
& Services
Incorporated**

1 40 Thunderbird Lane
EAST PEORIA, IL 61611

Phone (309) 266-8774 Fax (309) 266-8424

PROPOSAL

Page 5 of 6



LONWORKS



TO: **City of Bloomington - Facilities Management**
Attn: Russel Waller
115 East Washington Street, PO Box 3157
Bloomington, IL 61702-3157

PHONE:	DATE: 8/31/16
JOB NAME / LOCATION US Cellular Coliseum Building Automation System Improvements Smoke Evacuation Phase 2	
Specification Sections: N/A	Addendum: N/A

We hereby submit specifications and estimates for:

(continued from previous page)

- c. Define special arrangements which might need to be made for the introduction of large quantities of outside during adverse conditions.
- d. Place all test criteria in a written form with checklists identifying the date/time that testing occurred, identify all parties that were part of the test, identify weather and building operating conditions in which the test was conducted, identify all equipment that was tested and their duration, identify any deficiencies that were discovered during the test, and develop an action plan on how any such deviations were repaired and retested.
- TSS will write and provide the test procedure listed above based upon our findings as all of the above items are corrected and documented. TSS will also incorporate input from Bennett based on their finding and their knowledge of the fire system sequences. The final document will be bound and provided to the user as well as sent in electronic format.

Post Site Meeting. Item 11.

The sequence of operations for the original project called for all (40) of the exhaust fans to be controlled by the building automation system. During the course of the US Cellular Coliseum Building Automation System Improvements project TSS and the City of Bloomington have found that many of the exhaust fans are not controlled through the system.

- TSS will provide, install and program the needed equipment for this to be accomplished.

(end)

We Propose

hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Eighty One Thousand Four Hundred Ninety Dollars and 00/100..... dollars (\$ ***81,490.00***).

Payment to be made as follows:

Progress Payments

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within **90** days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

PROVISIONS OF THE AGREEMENT

I. PROJECT PROVISIONS

- a. **Guideline:** The Project will be constructed in strict conformance to the plans and specifications, which have been examined and approved by the Owner.
- b. **Compliance:** The Project will be completed in strict compliance with all laws, ordinances, rules and regulations of the applicable government authorities.
- c. **Control:** The Agreement, plans and specifications are intended to supplement each other. In case of conflict, the plans will control the specifications and the Agreement provisions will control both.
- d. **Change Orders:** As directed by the Owner, construction lender, public body or Inspector, any alteration or deviation from the specifications that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order. Expense incurred because of unusual or unanticipated conditions will be paid for by the Owner.
- e. **Allowances:** If the Agreement price includes allowances, and the cost of performing the work is greater or less than this allowance, then the Agreement will be adjusted accordingly.

II. FINANCIAL RIGHTS AND RESPONSIBILITIES

- a. **Labor and Material:** Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.
- b. **Permits:** Contractor will obtain and pay for all required building permits and licenses.
- c. **Taxes, Assessments and Charges:** Taxes, special assessments of all descriptions, and charges required by public bodies and utilities will be paid for by the Owner.
- d. **Deposit of Payments:** Contractor is required to deposit all payments received prior to completion in an escrow account. In lieu of such a deposit, the Contractor may post a bond or contract of indemnity with the Owner guaranteeing the return or proper application of such payments to the purposes of the contract. All advanced funds will be deposited as indicated under **special provisions**. Monies used in escrow become the property of the Contractor when they are applied according to the Agreement payment schedule, when a breach of contract by the Owner occurs, or when the Agreement has been substantially performed.
- e. **Bankruptcy:** If either party becomes bankrupt, the other party has the right to cancel this Agreement.

III. OWNER'S RIGHTS AND RESPONSIBILITIES

- a. **Cancellation:** Owner has an unconditional right to cancel the Agreement, without penalty or obligation until midnight of the third business day after the Agreement was signed. Cancellation must be done in writing. Upon cancellation, any property traded in, any payments made under this Agreement, and any negotiable instrument executed will be returned within 10 business days following receipt by the Contractor of cancellation notice.
- b. **Property Lines:** Owner shall locate and point out property lines to the Contractor. Contractor may, at his option, require the owner to provide a licensed land surveyor's map of the property.
- c. **Liens:** Failure to pay persons supplying materials or services according to the terms of this Agreement may result in the filing of mechanic's liens on the affected property. Owner has the right to ask the Contractor for liens waivers from all persons supplying these materials or services. In the event any mechanic's lien is filed through no fault of the Owner, then the Contractor agrees to take all steps necessary for the release and discharge of such lien.
- d. **Insurance:** Owner will maintain property damage insurance at least equal to the Agreement price.
- e. **Damage to Project:** Contractor will not be responsible for any damage caused by the Owner, or other causes beyond the control of the Contractor. Owner will pay for any restoration work.

IV. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

- a. **Delay:** Contractor will be excused for any delay beyond his reasonable control. These delays may include, but not limited to Acts of God, labor disputes, inclement weather, acts of public authority, acts of the Owner, or other unforeseen contingencies.
- b. **Right to Stop Work:** If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
- c. **Substitution of Materials:** Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
- d. **Salvage:** All salvage resulting from work under this Agreement is to be retained by the Contractor, unless other agreements are contained in the written specifications.
- e. **Insurance:** Contractor will maintain workers' disability compensation insurance for his employees and comprehensive public liability insurance policies.

V. COMPLETION OF PROJECT

- a. **Notice:** Owner agrees to sign a Notice of Completion within 5 days after completion of the project. If project passes final inspection and the Owner does not sign the Notice, the Contractor may act as the Owner's agent and sign the Notice.
- b. **Clean up:** Contractor is responsible for removing debris and surplus material from the property, and leaving the property in a neat and orderly condition.

VI. CONFLICT PROVISIONS

- a. **Arbitration:** Any controversy or claim arising out of this Agreement that cannot be resolved, is subject to arbitration, with an arbitrator of mutual agreement, all parties (including Owner, Contractor, Architect, and Sub-Contractors) or bound to this arbitration. If any party does not appear at arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the party(ies) that do participate.
- b. **Attorney Fees:** If either party becomes involved in litigation arising out of this Agreement, the court shall award costs/expenses including attorney fees to the party justly entitled to them.
- c. **Limitations:** No action related to this Project may be made by either party against the other more than 2 years after the completion of work.

VII. GENERAL PROVISIONS

- a. **Notice:** Any notice required or permitted under this Agreement may be given by certified or registered mail at the addresses contained in the Agreement.
- b. **Prohibition of Assignment:** Neither party may assign this Agreement or payment due under this Agreement without the written consent of the other party.
- c. **Qualification:** This document constitutes the entire agreement of the parties. No other agreements exist. This Agreement can be modified only by written agreement signed by both parties.
- d. **Governance:** This Agreement shall be construed in accordance with, and governed by, the laws of the state in which the Project is located.

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adopting a Resolution waiving the competitive bidding process, and approving a contract for Crossing Guard Services with All City Management Service (ACMS) to staff, supervise, and administer the City's crossing guard program.

RECOMMENDATION/MOTION: That Council approve the Resolution to waive the competitive bidding process and approve a contract with ACMS for the remainder of this school year and all of next school year (2017-2018) at a cost of \$136,968.00 plus up to approximately \$10,000.00 per year in attendance bonuses (if earned by the crossing guards for perfect/near perfect attendance per semester), and authorize the City Manager to execute the agreement in a form deemed acceptable by the 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 Bloomington Police Department is responsible for providing school crossing guards for both Unit #5 and District #87. Currently there are ten intersections utilizing crossing guards. The labor costs for this is budgeted at \$45,000.00 plus an additional \$8,000.00, to provide a bonus (up to \$800.00/each) for not missing a work assignment the entire year. Soft costs associated with all Police Department personnel involved for facilitating this program are an additional approximate \$22,300.00, bringing the total current cost of the program to about \$67,000.00. This total does not include expenses related to liability exposure through both worker's compensation and/or employee negligence. ACMS assumes liability and insures the City against it.

The preferred ACMS quote (Attachment #6) of \$136,968.00 is based on 7,800 hours (approximately \$17.56/hour) which includes the remainder of this school year (2016-2017), and all of next school year (2017-2018). This proposals has a provision to allow for up to a \$400.00 attendance bonus (\$400.00 perfect attendance/\$300.00 two less absences) per semester plus 22% in administrative and payroll expenses (workers compensation, taxes, etc.) which would be billed on an as paid basis. Contracting with ACMS will reduce the City's liability exposure, for slightly more than is currently being expended. Additionally, this will free up several hours of other city staff time (predominantly police officer time) spent staffing intersections and facilitating the program allowing them to focus on their primary duties. The school year has already begun and any further delays in approving this contract will result in potentially higher quotes, and also result in police officers further staffing intersections at a greater cost.

As of 09/14/2016, since the beginning of school this year, police officers have spent nearly five hours staffing unattended crosswalks. During the last school year (2015-2016) sworn police officers spent approximately 199 hours on crossing guard related activities. Additionally, the number of School Resource Officers in the schools is being reduced by one, further limiting our ability to provide the level of oversight once given to the crossing guard program.

The City will evaluate the effectiveness of the service, and at the conclusion of the contract, will publicly solicit proposals should the City decide to continue such services in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Representatives of District 87 and Unit 5 were contacted and they indicated they would provide feedback as needed once the contract begins should it be approved. Other police departments utilizing this company were contacted and all had positive feedback regarding the quality and dependability of the service.

FINANCIAL IMPACT: These services are currently budgeted under the Police-Salaries-Seasonal account (10015110-61130). If the Council approves the agreement and a contract is initiated with ACMS, budgeted funds will be transferred for the remainder of FY 2017 to Police-Other Professional & Technical Services account (10015110-70220) as the employees will no longer fall under the City's umbrella. If this memo is approved, funding for will be included in the Other Professional & Technical Services account in the FY 2018 Proposed Budget.

Respectfully submitted for Council consideration.

Prepared by: Kenneth A. Bays, Assistant Chief of Police

Reviewed by: Brendan O. Heffner, Chief of Police

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:

- Resolution
- #2-ACMS company profile
- #3-ACMS program summary
- #4-ACMS recruiting and staffing

- #5-ACMS Training document
- #6-ACMS partial school year (2016-2017), and full school year (2017-2018) quote/contract proposal
- #7-ACMS Organization Chart
- #8-BPD ESTIMATED CURRENT COSTS (rough estimates only, to include support and administrative costs)

Motion: That Council approve the Resolution to waive the competitive bidding process and approve a contract with ACMS for the remainder of this school year and all of next school year (2017-2018) at a cost of \$136,968.00 plus up to approximately \$10,000.00 per year in attendance bonuses (if earned by the crossing guards for perfect attendance per semester), and authorize the City Manager to execute the agreement in a form deemed acceptable by the Corporation Counsel.

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016-__

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE CITY MANGAGER TO ENTER INTO A CONTRACT WITH
ALL CITY MANAGEMENT SERVICES (ACMS) FOR CROSSING GUARD SERVICES**

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

1. That the bidding process be waived and the City Manager be authorized to execute an agreement with All City Management Services (ACMS) for Crossing Guard Services for the remainder of the current school year (2016-2017) and all of the next school year (2017-2018), in a form deemed acceptable by the Corporation Counsel at a contract price of \$136,968.86 plus up \$10,000.00 per year in attendance bonuses for the crossing guards.

ADOPTED this day of September, 2016.

APPROVED this day of September, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel



ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

All City Management Services, Inc. (ACMS), is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently employ over 4,000 School Crossing Guards dedicated to safety, serving cities, towns, communities, schools and school districts nationwide.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Crossing Guards that has helped us emerge as “***The Crossing Guard Company***”. We have successfully privatized the Crossing Guard programs for over 150 agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards’ employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 30 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision and safety.

Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies and procedures to benefit all Crossing Guards in all the cities, towns and communities we service.



ALL CITY MANAGEMENT SERVICES

Program Summary

The privatization and management of a School Crossing Guard program involves several functions. The following is a summary of our general operational plan for initiating and managing a School Crossing Guard Program. Specifically we will address our **orientation, training, recruitment** and **staffing** plan for Crossing Guard Programs.

In assuming control of a Crossing Guard Program we first set-up an **orientation** and **training** meeting. Our goal in pricing the program is typically to incorporate the existing Crossing Guards into our organization. The current Crossing Guards' experience and familiarity are the cornerstones in ensuring a seamless transition. However, often rumors and inaccurate information circulate among existing Crossing Guards as we transition from public to private management. The orientation and training meeting will be the first opportunity we have to meet the new and prospective employees collectively and address the issues, concerns or questions they may have.

During this orientation we will discuss, our company history, our family of Crossing Guard programs and the impending transition in the management of the Crossing Guard Program. We will spend as much time as necessary to address the issues and questions raised by all prospective employees.

After the initial orientation we distribute and assist in the completion of all ACMS employment forms. Once all employment forms have been collected we proceed with a training session for all current and prospective Crossing Guards.

Training- Training has been a cornerstone in the development and expansion of ACMS. We continue to learn and to incorporate new methods and standards of training into our organization. Our goal has been to elevate the level of and accountability for training throughout our organization. We continue to revise and update our training program, procedures and monitor our results.

Our training begins by giving all Crossing Guards a clear understanding of the goals, expectations and responsibilities of a School Crossing Guard. To that end, we have consolidated over 25 years of experiences and information into our "**Employee Handbook for School Crossing Guards**". This manual informs and instructs Crossing Guards on a variety of issues including personal conduct, crossing procedures, professional responsibility, emergency procedures, training requirements and problem resolution. Each new and prospective Crossing Guard is issued the handbook to begin the training portion of the meeting.

Attachment #3

A designated Trainer will oversee this initial training session. They will do active demonstrations, encourage participation and possibly show a training video. Our training goal for this meeting will be to consolidate our fundamental procedures and policies into a three (3) hour time slot. During this initial orientation/training meeting we will focus on key sections of the Employee Handbook including personal conduct, techniques and policies.

Another effective training tool we will use during this session is our **Field Training Card**. The Field Training Card is a pocket size instruction card which gives step by step instruction on our crossing procedures.

At the conclusion of the training portion of this meeting we will: 1. Review all work schedules with the current Crossing Guards. 2. Issue equipment to all current Crossing Guards. 3. Process and issue Picture ID Cards 4. Provide Supervisory contact information to all Crossing Guards. 5. Further screen and work with all prospective Crossing Guards. 6. Interview prospective Supervisors.

From this point forward, training is an ongoing process for all Crossing Guards employed by ACMS. In addition to the normal site visits by the Area Supervisor, all employees receive a follow-up **Site Performance Evaluation** 30 to 60 days after their initial employment.

The Supervisor conducts Site Performance Evaluations at the intersection the Crossing Guard normally works. Each Crossing Guard is given a "Site Performance Evaluation" during the school year. This evaluation is used as an instructional tool to validate correct procedures and correct inappropriate procedures. Any Crossing Guard receiving a low score on a Site Performance Evaluation are re-evaluated within 30 days.

Recruitment and Staffing

ACMS Managers would assess additional **staffing** needs of the program after meeting with your agency and again following our initial orientation and training meeting. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

Supervisor Teams - Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 30 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the ***“Employee Handbook for School Crossing Guards”*** and are shown the professionally produced training DVD, “Crossing Guard Safety”. The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee’s progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees’ field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately one to two hours and the field training approximately two to three hours, it’s important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary (the **Site Performance Evaluation**). Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18” STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate (Partial year and 2017/18)

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Bloomington, IL** Crossing Guard Program.

Proposed Hourly Rate: Seventeen dollars and Fifty-six cents (**\$17.56**) per hour, per guard. This pricing is based upon 10 crossing sites with guards compensated an average of 2.5 hours per day for 312 school days (132 days yr.1 and 180 days yr. 2). Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 7,800 hours billed, we project a **Not to Exceed price of \$136,968** for contract year one (partial) and contract year two.

Consistent with current City practice, ACMS will offer an attendance bonus program, ACMS would offer a bonus of **\$400.00 per semester** of perfect attendance. ACMS would bill the City separately for each bonus paid out including associated burden cost (22%) for payroll processing, employer payroll taxes and workers compensation. This would avoid the need to increase cost per hour, per guard.

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **Bloomington** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

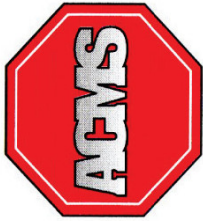
General Manager cellular number: 310.877.7336

Email address: baron@thecrossingguardcompany.com

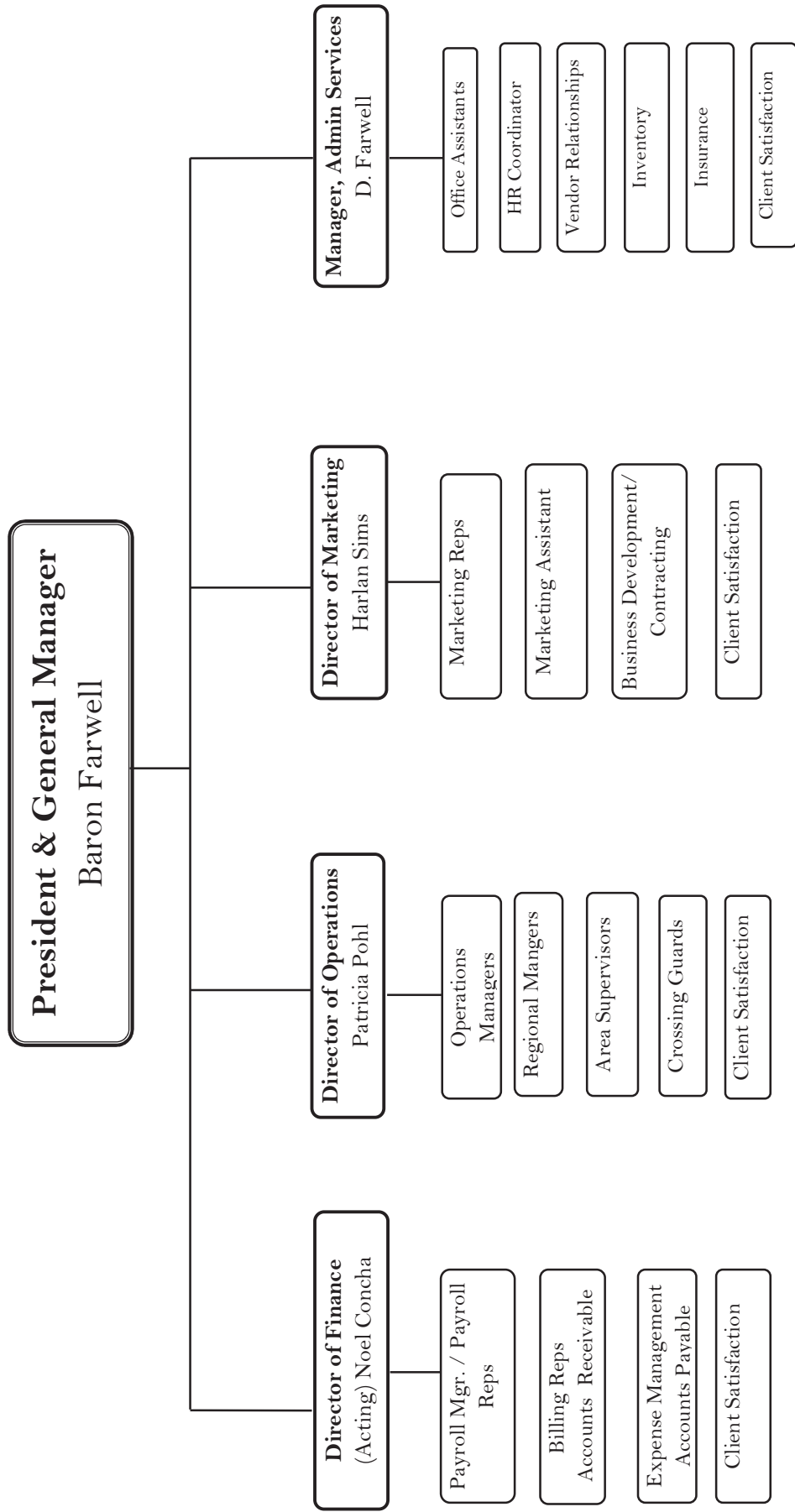
General Manager: Baron Farwell

Vice President of Operations: Patricia Pohl: pat@thecrossingguardcompany.com

Director of Marketing: Harlan Sims: harlan@thecrossingguardcompany.com



ALL CITY MANAGEMENT SERVICES



Times are best estimates			
SRO OFFICER			COST
Task	Approximate # Hours Annually		
Recruiting	10	\$414.40	
Resume Review	20	\$828.80	
Scheduling Interviews	4	\$165.76	
Conducting Interviews	16	\$663.04	
Submission of hire req	3	\$124.32	
Contacting Hires	4	\$165.76	
Scheduling Training	4	\$165.76	
Actual Training	4	\$165.76	
Issuing Equipment	4	\$165.76	
Personnel Contact Information	5	\$207.20	
Supervision (part time)	10	\$414.40	
Fielding Complaints-Follow Ups	5	\$207.20	
Scheduling Substitutes	25	\$1,036.00	
Fielding Questions from Crossing Guards (daily)	18	\$745.92	
Working with HR Associate in PD	10	\$414.40	
Misc. OT for Officer Evan related to Crossing Guards	25	\$1,554.00	
	167		
		\$7,438.48	
SERGEANT'S TIME	20	\$1,257.00	
OFFICERS			
substitutions with Officers and SRO's for absences	32	\$1,344.00	
COMMUNICATIONS/COMMAND			
Dispatch and Command Tower Time	15	\$975.00	
OTHER			
Police HR Specialist Time	60	\$1,200.00	
HR Department Time	3	\$57.00	
Equipment		\$2,010.00	\$22,281.48
			\$45,000.00
Bonus		\$8,000.00	
			\$67,281.48
			Current expense



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving the Ratification of Contract with Police Benevolent and Protective Association Command Union for the period of May 1, 2014 through April 30, 2016.

RECOMMENDATION/MOTION: That Council ratifies the contract.

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

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

BACKGROUND: On May 19, 2016 the parties began negotiating the terms for a collective bargaining agreement to replace the Agreement that expired on April 30, 2014. The expired contract can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. A draft of the new Collective Bargaining Agreement has been provided to the Council. On August 19, 2016, the parties reached a Tentative Agreement on the issues listed below. The Union ratified the contract on August 23, 2016. The changes in the contract are as follows:

Wages and Benefits (same as Unit 21)

- May 1, 2014 wage increase of 1.5% with retroactivity.
- November 1, 2014 wage increase of 1.5% with retroactivity.
- May 1, 2015 wage increase of 1.5% with retroactivity.
- November 1, 2015 wage increase of 1% with retroactivity.
- November 1, 2015 wage increase of .5% with retroactivity as consideration for sick leave buy back changes for new hires (described below).
- May 1, 2016 wage increase of 1.5%.
- November 1, 2016 wage increase of 1%.
- November 1, 2016 wage increase of .5% as consideration for sick leave buy back changes for new hires (described below).
- Sick Leave changes for officers who were initially hired after February 8, 2016.
 - Reduce maximum sick leave accrual to 607 hours.
 - Payment of 1.33 hours of the Officer's sick leave into their Retirement Health Saving (RHS) account each month.
 - Reduction in Retirement Health Saving benefit for Officer's who reach the maximum sick leave accrual (reduced from 1440 to 607 hours of sick leave) to be paid at 70% of the officer's month ending hourly rate. Previously such payment was made at 100% of the officer's month ending hourly rate.
 - Reduction in Sick Leave Buy Back eligibility from 100% of sick time accrued at the maximum rate of 1440 hours to the following schedule:

1-125 hours

20%

126-255 hours	40%
256-380 hours	60%
381-607 hours	80%

- Command Union waives the right to grieve or bargain over changes to the City's Health Benefit Plan(s).

Miscellaneous Items

- Addition of Language on Paycheck Distribution.
- Modification of language on Arbitration.
- FOIA Notification Language.
- Modification of Training Time language for Command Staff attending extended schools.
- Modification of Command Preference Points.
- Addition of Managed Competition Language to allow Crossing Guards and Parking Attendants supervision to be outsourced or reassigned with the City.

Term of Agreement

- 3 year Agreement

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT:

The financial impact of the Tentative Agreements includes:

- Increase in wage tables as outlined above. Estimated cost of these wage increases for officers during the term of the contract, excluding longevity increases, is approximately \$351,000.
- The City estimates over the course of an officer's career the City will save considerable amounts of money on the monthly and annual sick leave buyback over the current schedule (specific amounts will depend on officer's usage).
- The ability to change the City Health Insurance plans for Unit 21 without having to bargain over such changes which will be used to avoid ACA liability on the City plans. No changes were made to address the Union health insurance plan.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Brendan Heffner, Police Chief

Reviewed by: Nicole Albertson, Human Resources Director

Financial & Budgetary review by: Laura Hughs, Staff Accountant
Carla A. Murillo, Budget Manager

Legal review by:

Jim Baird, Clark, Baird Smith
Angela Fyans-Jimenez, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Agreement between City of Bloomington, Illinois and Police Benevolent and Protective Association from May 1, 2014-April 30, 2017.

Motion: _____ Seconded by: _____

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

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

**POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION**

MAY 1, 2014- APRIL 30, 2017

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AGREEMENT

This Agreement is made and entered into between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE (hereinafter referred to as the "Union").

WITNESSETH:

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

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitutions

and laws of the State of Illinois, and Ordinances of the City of Bloomington.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1 Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all employees employed by the City in the rank of Sergeant or Lieutenant.

Section 1.2 Seniority.

The City shall maintain a seniority list noting the date of promotion and current classification for each bargaining unit employee. The Union shall be provided a new list upon request. Any objection or change to be made to the seniority roster shall be made in writing to the other party within fifteen (15) days of the date of deliverance of the seniority roster or the roster shall stand approved as delivered.

Seniority shall be computed from the date of promotion within the Department. In the event that more than one (1) person is promoted on the same day, the person occupying the higher position on the original promotional list shall have the seniority.

Any employees laid off shall be laid off in inverse order of seniority in the Department. Employees so laid off shall be recalled in order of seniority.

The seniority list shall also be utilized in reverse order when an employee is forced to fill a supervisory vacancy within the department.

ARTICLE 2 UNION SECURITY

Section 2.1 Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee in the manner and amount set forth in the authorization card set forth below.

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

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

I authorize and direct you to deduct one-half of said membership dues from each of my bi-weekly paychecks each month after the date this assignment is delivered to you and to remit same to the Treasurer of Unit No. 21.

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

Name _____ Date _____

Section 2.2 Fair Share.

Employees who are not members of the Union shall be required to pay in lieu of dues their proportionate fair share, in accordance with Section 3(g) of the Illinois Public Labor Relations Act, of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Association members. Employees who are members of the Association who later become non-members of the Association shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee's fair share will be handled in a

manner which complies with relevant constitutional procedures set out in Hudson v Chicago Teachers Union, Local 1.

Section 2.3 Indemnification.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City as they relate specifically to this Article, Section 2.1 Dues Check Off and Section 2.2 Fair Share.

Section 2.4 Duty to Defend.

The parties agree to abide by the requirements of 65 ILCS 5/1-4-6. When an employee is served with process or otherwise receives legal notice that he is being sued for actions and/or omissions taken by the employee in the course of his employment, the employee shall give notice to the City of the lawsuit as set forth in such statute. The City shall furnish legal counsel to defend the employee and shall pay the costs and fees of such counsel. Employees that have retired, resigned, taken a leave of absence, are on light duty, medical leave, are on suspension or administrative leave shall enjoy this benefit with functionality equal to an active City employee.

In cases where there is the probability of a judgment rendered against the employee which would be in excess of the indemnification limits of Section 5/1-4-6 or of any applicable

insurance policies covering such employee, or in cases where there is the probability of a judgment of punitive damages against the employee, the employee shall be entitled to choose counsel from a list of attorneys competent in the area of tort or civil rights defense law. The attorneys on such list shall have been mutually agreed to by the Union and the City.

In all other cases (that is, in cases where the probability of a judgment against the employee in excess of the statutory or insurance policy limits is low or in cases where the probability of judgment of punitive damages against the employee is low), the City or the agent of the City shall furnish counsel of the City's choosing or of the City's agent's choosing. If the City and the employee do not agree on the probability of a judgment against the employee in excess of the statutory or insurance policy limits or on the probability of a punitive judgment against the employee, the employee and the City shall select a mutually agreeable third party who shall decide the appropriateness of the choice of counsel as soon as reasonably practicable. During the pendency of such decision, the City shall be under a duty to provide counsel to take appropriate actions in court to prevent the entry of a default judgment against the employee.

Counsel shall be provided to the employee through all stages of litigation as set forth above, up to and including the

conclusion of a single appeal. The City will not be obligated to provide counsel after the conclusion of a single appeal, unless the appeal results in a remand which requires a new trial, in which case counsel shall continue to be furnished during the pendency of the new trial and any single appeal following the second trial.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1 Time Limit for Filing.

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

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

Section 3.2 Definition and Procedure.

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

STEP 1: Any employee, who has a grievance, shall submit it in writing to the Chief of Police or his designee. The Chief of Police shall give his written answer within five (5) days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be referred by the elected representatives of the bargaining unit in writing to the Human Resources Director within five (5) days after the Chief of Police's answer in Step 1. A meeting between the Human Resources Director, the Chief of Police and the elected representatives of the Union shall be held within five (5) days. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the Union's elected representatives. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union's elected representatives within five (5) days following the meeting.

Section 3.3 Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to

arbitration within five (5) days after receipt of the City's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party that rejects the panel in its entirety will be responsible for the cost of obtaining the new panel. The parties agree that an arbitrator shall be chosen, or a list rejected, within 30 days of receiving the list from the FMCS. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the arbitration meeting, subject to the availability of the City and Union representatives.

Section 3.4 Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to

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

Section 3.5 Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union, provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3.6 Employee Rights.

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union; provided that the Union is afforded the opportunity to be present at such

conferences and that any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to exercise its discretion to refuse to process employee grievances which it believes not to be meritorious.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1 No Strike.

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

Section 4.2 No Lockout.

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

ARTICLE 5 DISCIPLINE

Section 5.1 Standards of Discipline.

a) All disciplinary action against employees shall be carried out in accordance with department rules, regulations,

orders, policies, procedures, City ordinances or State laws governing the investigation and discipline of peace officers.

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

Section 5.2 Grievance Procedure.

a) Disciplinary charges seeking an employee's termination/demotion or suspension shall be subject to the jurisdiction of the grievance procedure hereof. Disciplinary grievances shall be filed at Step 2 of Article 3, Section 3.2 of this Agreement.

b) An employee shall have ten (10) days from written service of charges upon an officer to file a grievance.

Section 5.3 Authority of Chief of Police.

The Chief of Police shall have the exclusive authority to suspend officers for a period of up to thirty (30) days. The Chief of Police shall have the authority to suspend in excess of thirty (30) days or to terminate/demote, subject to review by the arbitrator selected pursuant to Article 3, Section 3.3 hereof. The parties to this Agreement will mutually agree on expedited procedures for the selection of an arbitrator in cases of suspensions in excess of thirty (30) days or termination/demotion when the officer subject to suspension or termination/demotion chooses to use the arbitration process. The Chief of Police may suspend an employee with or without pay pending the imposition of a suspension in excess of thirty (30) days or termination/demotion by the arbitrator. Nothing in this Article shall be interpreted as prohibiting the grievance arbitrator from terminating/demoting an employee even though the recommendation of the Chief is for suspension only.

Section 5.4 Conduct of Investigations.

Investigations shall be conducted in accordance with the provisions of the Uniform Peace Officers Disciplinary Act. Employees shall be informed in writing of their rights under said Act and of their constitutional rights as dictated by current decisions of the U. S. Supreme Court prior to any interrogation. From the date an employee is notified of an investigation the

department will, every thirty (30) days, give a written status report to the employee.

a) The City shall determine that an investigation will not be conducted if an investigation was previously conducted based on identical allegations and when there is no reasonable likelihood that new information is available regarding the allegations.

b) Anonymous complaints shall not normally be made the subject of a formal inquiry or internal investigation.

c) Unless specifically authorized in writing by the City Manager, no complaint of misconduct or allegation of any misconduct concerning any incident or event which occurred five (5) years prior to the date the complaint or allegation became known to the department shall be made the subject of an investigation or informal inquiry.

d) Any internal investigation or informal inquiry shall be completed in a reasonable period of time. The parties herein agree a reasonable period of time shall be deemed to be no longer than 180 days after the receipt of the complaint. Mutual agreements for extensions will be allowed if the City can show due diligence in the processing of the investigation. Nothing in this section shall apply to any investigation of allegations of criminal wrongdoing by an employee.

e) At least seventy two (72) hours prior to the interrogation of an employee, the employee shall be informed, in writing, of the name of the person conducting the investigation.

f) Disciplinary action based on the complaint shall be commenced no later than forty-five (45) days after completion of the investigation.

g) The employee shall be notified, in writing, of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.

h) The provisions of 50 ILCS 725/1 et. seq. shall apply to all disciplinary investigations of conduct of an employee except to the extent to which the provisions of this Agreement provide specifically to the contrary.

i) Nothing in this section shall apply to questions from a superior officer in the course of performing his normal day-to-day supervisory duties.

j) Employees may conduct an investigation into other members of the bargaining unit, however, an employee who is asked to conduct such an investigation may be excused from such duty assignment upon showing reasonable cause.

k) Employees shall be notified of all exculpatory evidence known to the City within a reasonable time of its discovery by the person conducting the investigation on behalf on the City.

l) The City shall notify the Union of any books, papers, documents, charts, logs, handwritten logs, memoranda, photographs, or tangible objects which the City or its agents intends to use in any disciplinary hearing upon appropriate request by the employee or the employee's representative.

m) There shall be no off-the-record questions asked of the member during a formal interrogation.

Section 5.5 Limitation on Use of File Material.

Any record of reprimand may be used for a period of time not to exceed three (3) years (five (5) in the case of vehicle use violations) from the date the discipline is entered in the employee's permanent record and shall thereafter not be used to support or as evidence of adverse employment action, contingent on the employee having no other disciplinary actions during that period of time. If an employee is subjected to discipline within such period, all records of discipline in the employee's file shall be permitted to be used to support or as evidence of adverse employment action an additional five (5) years.

Section 5.6 Administrative Reassignment.

The City and the PBPALC recognize that the City has the right to place an employee on forced administrative reassignment under Bloomington Police Department SOP 4.11—found in ~~Appendix F of this agreement~~ **Administrative Reassignment.**

Section 5.7 Administrative Leave for Critical Incidents.

An officer involved in any incident in which the officer causes serious bodily injury or death, or is involved in any other serious incident as determined by the Chief to be of like or similar nature may, at the discretion of the Chief of Police, be placed on paid administrative leave with no diminution of benefits.

Section 5.8 Photo Dissemination.

Subject to the Illinois Freedom of Information Act, no photograph of an employee shall be made available to the media without the express written consent from said employee.

Section 5.9 Polygraph or Chemical Tests.

No employee shall be disciplined for refusing to submit to a polygraph test, or any other test questioning by means of chemical substance. Any polygraph or chemical test that an employee does submit to shall be completely voluntary. The results of the polygraph exam or chemical exam voluntarily submitted to by an employee shall not be admissible as evidence in proceedings before the BFPC or an arbitrator, unless written consent is obtained from the Union's legal counsel. The preceding sentence shall not be interpreted as prohibiting the admission of statements made by the employee to a polygraph examiner during the course of an examination. The accused officer and/or

the Union's legal counsel will be provided with a copy of any test results at no expense.

Section 5.10 Compulsion of Testimony.

The City shall not compel a bargaining unit employee to speak or testify before, or to be questioned by a citizen review board or similar entity relating to any matter or issue.

Section 5.11 Disclosure.

Employees shall not be required to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), except for Ethics Statements legally required to be filed and formal investigations under the Police Officers' Disciplinary Act. The parties agree that disclosure of such personal information known to the Department via any means shall not be made available for public inspection or disclosure. The parties agree that such disclosure would be an unwarranted invasion of the personal privacy of employees otherwise intended to be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 5.12 Subpoena Notification.

In the event the City or the Department receives a subpoena requiring the inspection, tender or submission of personnel, training, evaluative, disciplinary or investigative records and/or

files (other than Grand Jury subpoena which would specifically preclude disclosure) the City will notify the affected employee within forty eight (48) hours of the presence of the subpoena. The City further agrees to provide the affected employee with a copy of said subpoena upon initial notification.

Section 5.13 FOIA NOTIFICATION.

In the event the City receives a Freedom of Information request (FOIA) on a specific employee the City will notify the affected employee, within five (5) business days. Such notification shall apply if requests are made for the employee's personnel file, training records or investigative records or files. In addition, notification will be required if emails, phone logs or audio/video recording are requested for an extended period of time for a specific employee.

Section 5.14 Fraternalization with Subordinates.

Fraternalization with patrol officers on or off duty shall not, in and of itself, be grounds for disciplinary action.

Section 5.15 Alcohol and/or Illegal Drug Policy-Prohibitions.

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as to not violate any

established rights of employees. Employees shall be prohibited from:

- a) Consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, unless such consumption or possession of alcohol is performed in the course of his official duties;
- b) illegally possessing, selling, purchasing, consuming or delivering any illegal drug at any time, provided that employees may purchase, possess, or deliver illegal drugs in the course of their official duties;
- c) being under the influence of alcohol or having a concentration of alcohol greater than .00 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- d) being under the influence of alcohol or having a concentration of alcohol of .04 or more based upon the grams of alcohol per 100 milliliters of blood when recalled or ordered into work;
- e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 5.16 Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs or has alcohol or illegal drugs in their bloodstream during the course

of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must document his reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 5.20 below.

Section 5.17 Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted the opportunity to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have. In cases where an employee is recalled or ordered into work, and he believes there is a possibility that his blood alcohol content is in excess of the

permissible levels he may request to take a breath test without any repercussions.

Section 5.18 Tests to be Conducted.

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

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) insure that the laboratory or facility selected conforms to all NIDA standards;
- c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e) collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

- f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests and provides a written copy of the subsequent test results to the Human Resources Director;
- h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests;
- i) require that with regard to alcohol testing, test results that show an alcohol concentration of .01 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (applies in situations covered by Section 5.14 (c); in cases covered by Section 5.14 (d), test results

that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive);

- j) provide documentation of a positive test result to the officer including a copy of all information and reports received by the City in connection with the testing and the results;
- k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 5.19 Right to Contest.

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 5.20 Voluntary Requests for Assistance.

The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 5.21 Discipline.

Employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. Employees ordered to submit to drug or alcohol testing under this article who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including discharge. If such employee is not discharged, his continued employment is conditioned upon:

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

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

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

discipline imposed upon such officer shall not be increased or imposed solely due to the employee's submission to such treatment. Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

Section 5.22 Fitness for Duty.

No employee shall be requested or required to undergo physiological, psychiatric or psychological testing unless the Chief of Police has reasonable cause to believe the employee is unfit for duty. The basis for reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employees shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing, at their own expense, from licensed psychiatrists, psychologists or physicians of their own choosing. The City recognizes the employee's right to privacy and agrees that any information obtained pursuant to this section shall be maintained in the strictest of confidence. Any and all information, reports and opinions that are provided to the City as a result of such tests shall be provided, in full, to the employee.

Section 5.23 Confidentiality of Employee Assistance Program.

The City agrees that any communication whether verbal, written, electronic or otherwise, made by an employee to any counselor or employee of the EAP, peer counselor or PATH counselor, shall be confidential and privileged. Such communications shall be protected from disclosure unless disclosure of communication regarding eminent danger is legally required. Information about an employee participating in the EAP program will not be disclosed to anyone without written permission from the employee. The employee's job security and promotional opportunities will not be jeopardized solely by participating in the EAP program or programs referred to by the EAP program.

Section 5.24 Felony Indictment.

When an employee is arrested for or charged with a criminal offense or when a domestic violence order of protection that includes a firearms prohibition is issued against an employee, the employee will be immediately placed on administrative leave with pay unless the employee has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a domestic violence order of protection that includes a firearm prohibition is issued against an employee as a result of an

emergency or interim hearing and the employee has not been formally charged in court with felony, the employee will be immediately placed on administrative leave with pay, or at the Chief's discretion, on restricted duty with police powers suspended for a period of up to ninety (90) calendar days pending a plenary hearing or the dismissal of the order of protection, whichever occurs first.

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

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or in the event a domestic violence order of protection that includes a firearms prohibition is entered or

continued after a plenary hearing at which the employee had the opportunity to appear, the employee will be carried on administrative leave without pay, (1) pending resolution of the criminal charge; (2) a determination by the City that, because of the nature of the charges, the employee may be returned to full or restricted duty during the pendency of the charges; or (3) termination of an order of protection that includes a firearms prohibition.

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

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 6.1 Regular Workday and Workweek.

Definition. The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period and shall commence when an employee is scheduled to start work. The regular workweek shall be forty (40) hours per week and shall commence with the employee's first regular workday commencing on or after Sunday of each week.

Section 6.2 Shift Assignments.

- (a) Annual Scheduling. For a period of fifteen (15) days, beginning November 10th of each calendar year, the Chief of Police shall post a list of shift assignments available to the Sergeants of the Patrol Division and a separate list for Lieutenants of the Patrol Division. Said assignments shall be chosen by seniority in rank during said fifteen (15) day period. The new schedule shall be implemented beginning the last week of the current year and the first week of the coming calendar year. During such two (2) week period (which is a transition period), Sergeants or Lieutenants may be assigned different days off from those bid. In no event shall a Sergeant or Lieutenant work more than five (5) consecutive days without payment of overtime. Sergeants and Lieutenants are not guaranteed of two (2) consecutive days off during the transition period.
- (b) Vacancies. In the event of a vacancy in the patrol division during the year, in a reasonable period of time, the Chief of Police will post the vacancy for a period of ten (10) days. During the period of time which the vacancy is posted, employees may bid for the vacancy based on seniority in rank. The Chief of Police shall attempt to give notice of the vacancy to any member of the bargaining unit not scheduled to work during such ten (10) day period. Notice may be given by making in person contact via the telephone with the employee or by mailing a copy of the notice of vacancy by first class mail to the employee at his residence according to departmental records.
- (c) Training Assignments. There shall be no probationary period preceding permanent appointment to either the rank of Sergeant or Lieutenant. However, for training and evaluation purposes a candidate for promotion to the rank of sergeant will receive on-the-job training in the capacity of an acting

sergeant for a period of not more than six months. At the end of the training period the Chief of Police shall determine whether to recommend to the Board of Fire and Police Commissioners that the candidate be permanently appointed to the position of sergeant or to recommend another candidate.

- (d) Special Assignments. The parties agree that a Sergeant or Lieutenant, based on specific articulable talents, may be temporarily reassigned to a special project by the Chief of Police. Reasonable efforts to minimize hardship(s) created by the reassignment shall be made whenever possible. No other employee shall be involuntarily reassigned as a result of the special project employee's shift change. The assignment of an employee to a special project shall not be done for punitive reasons or to circumvent the bidding process.

Section 6.3 Breaks.

~~For all employees promoted prior to February 22, 1996, meal breaks may be at their residence. For all employees promoted after February 22, 1996,~~ All on-duty breaks must be taken within the corporate limits of the City of Bloomington, except that an employee on second shift living within the corporate limits of the Town of Normal, or on a lot which is adjacent to and contiguous with the corporate limits of the City of Bloomington, or on a lot which is unincorporated but inside the corporate limits of the City of Bloomington, shall be allowed to take his main meal break at his residence. For any employee who moves from his current

residence as of May 1, 1999, all on-duty breaks must be taken within the corporate limits of the City of Bloomington.

Section 6.4 Overtime.

(a) The term "authorized overtime" shall be defined as any hours worked by an employee in excess of eight (8) hours a day, or in excess of forty (40) hours in a workweek as defined in Section 6.1 Regular Workday and Workweek where said employee is assigned or directed to perform such work by a supervisor.

(b) All authorized overtime worked by an employee shall either be paid at one and one-half (1-1/2) times the straight-time hourly rate for each overtime hour worked or be placed in the employee's compensatory time off bank as described below. All overtime will automatically be paid each pay period unless the officer notifies the Police Department that they would like to bank all or a specific portion of their overtime. Time placed in an employee's compensatory time off bank shall be calculated at one and one-half (1-1/2) times the overtime hours worked, and placed in their bank at straight-time hours to a maximum bank of one hundred twenty (120) straight time hours. Any overtime over the 120 hour straight time hour maximum on the last day of the month shall be sold first from the City overtime bank and then from the non-City entity bank, it will be paid out at their straight-time rate of pay. If an employee's time is sold from their compensatory time off bank, it will be paid out at their straight-time rate of pay. Officers are only allowed to utilize as compensatory time off up to forty (40) straight-time hours of compensatory time earned from hire-back work for a non-City entity (e.g., Wal-mart; Bloomington High School) per calendar year; the remaining hours earned from hire-back work for a non-City entity shall be paid to the employee. In no case will an officer be allowed to utilize compensatory time

off from any source in excess of one hundred twenty (120) hours per calendar year.

- (c) No employee covered by this agreement will be permitted to work any job in excess of sixteen (16) hours in any twenty-four (24) hour period or more than sixty-four (64) hours during any week unless authorized by the Chief of Police or his designee. However, court time, police emergencies, or major criminal investigations shall not count in the computation of these overtime caps.
- (d) Should any provision of the Agreement be found by the United States Department of Labor, or a court of competent jurisdiction, to violate the provisions of the FLSA concerning the use of compensatory time off, then the provision(s) found to be violative of the FLSA relating to the use of compensatory time off in lieu of pay shall immediately sunset and thereafter be subject to renegotiation upon the request of either party.

Section 6.5 Call Back.

Employees who have completed their scheduled work period and who, after having left work, are called back to work on that day as authorized by the Chief of Police, or his designee, shall receive a minimum of two (2) hours work or two (2) hours pay at the appropriate rate.

Section 6.6 No Pyramiding.

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

Section 6.7 Training Time.

1. Assigned by Supervisor:

- (a) If a Sergeant or Lieutenant is assigned by a supervisor to attend training on his/her regular allowed leave day, he will be compensated as overtime in the manner provided in Section 6.4 Overtime.
- (b) If training occurs on a Sergeant's or Lieutenant's regularly scheduled workday, the supervisor has the option of making the training assignment the Sergeant's regular work assignment for that day or to require the Sergeant to work his regularly scheduled assignment in addition to attending training.
- (c) If a Sergeant or Lieutenant attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Section 6.4 Overtime.

2. Voluntarily Attended With Supervisor Approval:

If training is voluntarily attended with approval of the Sergeant's supervisor, it will be compensated as "Training Allowed Leave" (TAL) time and is to be taken during the pay period in which the training occurred. The Training Allowed Leave benefit time will be "mutually agreed upon" by the Sergeant and his/her supervisor. In order to arrive at a "mutually agreed upon" TAL, the supervisor will determine which dates during the pay period are sufficiently staffed to permit the Sergeant to take time off. The supervisor will provide the Sergeant those dates and

allow the Sergeant to select his TAL. Once granted, the TAL is treated as a benefit day and will not be canceled except under emergency conditions. If there are days available within the pay period and the Sergeant fails to schedule a TAL, the TAL may be assigned by the supervisor. If there are no days available during the pay period, any training attended in excess of the officer's eight (8) hour work day or forty (40) hour work week will be compensated as overtime in the manner provided in Section 6.4 Overtime.

If a Lieutenant voluntarily attends training with approval of his supervisor, it will be compensated as "Training Allowed Leave" (TAL) time and is to be taken at the Lieutenant's discretion during the pay period in which the training occurred.

If more than one staff officer from the same shift or division is scheduled for training on the same day, rank and seniority will determine who will be offered the choice of Training Allowed Leave time in lieu of working the regular duty assignment that day.

3. Voluntarily Attended Without Supervisor Approval:

If a Sergeant or Lieutenant attends training without supervisor approval no overtime will be paid, nor will a Training Allowed Leave (TAL) day be owed.

4. Special Supervisory Training:

~~In recognition of the exceptional hardships incurred while attending the ten-week School of Police Staff and Command, the City and the Union agree to the following:~~

~~The Chief of Police has the right to require all Sergeants to attend the ten-week School of Police Staff and Command. The Sergeant shall not receive overtime as a result of such attendance (i.e., homework, research, etc.), including driving time to and from the school.~~

~~The City shall allow the Sergeant to have two (2) additional paid leave days off before the school begins and two (2) paid leave days off immediately after the school ends.~~

~~For Dimensional Management Training II (DMT II) and the two (2) week Police Supervision School, employees may have their schedules adjusted to avoid overtime payment to the employee as a result of attending these schools.~~

The Chief of Police has the right to require employees to attend specialized supervisory training. In recognition of the exceptional hardships and time incurred while attending a two-week supervision and/or management school, and/or up to a twelve week Police Supervision School, the City and the Union agree to the following:

The City shall allow those who attend a two week Police Supervision School, two (2) additional paid leave days off before the school begins and two (2) additional paid leave days off immediately after the school ends as compensation for homework, research, travel time, etc.

The City shall allow, those who attend a ten to twelve week supervision school, three (3) additional paid leave days off before the school begins and five (5) additional paid leave days immediately after the school ends as compensation for homework, research, travel time, etc.

In the event, an employee requires additional time for homework or research such request will be made to the Chief prior to incurring such time. If additional time was required for travel this should be reported prior to the end of the pay period.

Section 6.8 Acting Pay.

When an employee covered by this Agreement is designated by the Chief of Police or the Chief's representative to perform the duties of a superior officer for a full shift or longer on a temporary or acting basis, he shall receive one (1) hour of overtime per working day in addition to any other authorized overtime to which he is entitled. This section shall apply to extended illness, disability, training or other extended absences in excess of ten (10) working days. This section shall not apply to vacations.

Section 6.9 Volunteers.

The use of volunteers, including Explorers and other civilians, will not result in a circumvention of, or reduction in, supervisory overtime slots available to employees covered by this agreement while working in a supervisory position.

Section 6.10 Court Time Overtime.

An employee shall receive a minimum of two (2) hours of compensation at his appropriate overtime rate for appearances in court or at the State's Attorney's Office when such appearances occur outside of the employee's regular duty hours and such appearances are in the employee's official capacity as a City of Bloomington Police Officer.

If, at the expiration of the two hour period referred to in the previous paragraph, the employee is still in court or at the State's Attorney's Office, the employee shall receive overtime compensation for any additional time actually spent by the employee in court or at the State's Attorney's Office.

If at any time after the expiration of the original two (2) hour period referred to in the first paragraph of this Section, the employee is released from attendance in court or the State's Attorney's Office but is required to make a subsequent

appearance that same day outside of the employee's regular duty hours, the employee shall receive a new minimum of two (2) hours overtime compensation for such subsequent appearance. Overtime in excess of the two (2) hour minimum for the subsequent appearance shall be calculated in the same manner as for overtime in excess of the original two (2) hour minimum.

Section 6.11 Temporary or Emergency Situations.

Whenever it is determined by the Chief of Police that an emergency exists or the efficiency of the Department requires the assigning of an employee to duties without regard to seniority, he may do so for a period not to exceed thirty (30) calendar days in any calendar year. Assignment shall not be made for punitive reasons or in an effort to circumvent the bidding process.

Section 6.12 Outside Employment.

All outside employment situations involving the use of general police powers shall be assigned by the Department. The employee shall be considered on duty with the Department. The City shall enter into a contract with the non-City entity desiring police services. No employee shall engage in outside employment involving the exercise of general police powers absent assignment by the Department and a contract with the non-City entity. Assignments shall first be made on the basis of seniority in the Department. Once an employee declines an assignment or

serves an assignment, his name shall be placed at the bottom of the seniority list. Nothing herein prohibits an employee from utilizing compensatory time due to the employee to obtain an excused absence from his regularly assigned duties and then accepting a currently posted outside employment assignment, provided, the employee would otherwise be permitted to use compensatory time.

Employees shall have the option to select compensatory time in lieu of pay, as outlined in Section 6.4 (b) Overtime, for outside work, unless the terms of a grant which is used to compensate employees prohibit the use of compensatory time in lieu of overtime.

The City agrees that if it increases the rate charged for hire back work beyond \$70 per hour, except as provided below, then the Union may elect to have the language of the prior contract, May 1, 2007-April 30, 2011, on the issue of Compensatory time off supersede the current language of Section 6.4 (b) Overtime of this contract on the same subject. Beginning May 1, 2012 and beginning May 1 of each succeeding year, the hourly rate sufficient to trigger the reversion to the prior contract language shall be adjusted upward by the amount of the percentage wage increase, if any, received by bargaining unit members in the previous year.

Section 6.13 Field Training Supervisor.

Prohibitions against pyramiding shall not apply to any part of this section. An employee designated and trained as a Field Training Sergeant shall receive $\frac{3}{4}$ hour of overtime per day, per probationary patrol officer, when working as a Field Training Sergeant in Phase II (until the officer is certified for solo patrol) of the Field Training Process, or its equivalent. The Field Training Lieutenant shall receive $\frac{3}{4}$ of an hour of overtime per day while there are trainees Phase II (until the officer is certified for solo patrol) of the Field Training process, or its equivalent, except when performing the duties of a Field Training Sergeant, at such time he shall receive the same benefits as a Field Training Sergeant in addition to his pay as the Field Training Lieutenant.

Section 6.14 New Positions.

If any new specialized Sergeant or Lieutenant positions are created, and filled, the parties agree to negotiate regarding terms and conditions of employment not already governed by this agreement.

ARTICLE 7 WAGES

Section 7.1 Wages.

- a) Effective **May 1, 2014**, the rates of pay for all officers covered by this Agreement will be increased by **1.50%** over the rates of pay in effect **November 1, 2013**, except as otherwise provided in Appendix “H” of the previous contract.
- (b) Effective **November 1, 2014**, the rates of pay for all officers covered by this Agreement will be increased by **1.50%** over the rates of pay in effect on **May 1, 2014** except as otherwise provided in Appendix “I”.
- (c) Effective **May 1, 2015**, the rates of pay for all officers covered by this Agreement will be increased by **1.50%** over the rates of pay in effect **November 1, 2014**, except as otherwise provided in Appendix “J”.
- (d) Effective **November 1, 2015**, the rates of pay for all officers covered by this Agreement will be increased by **1.00%** over the rates of pay in effect **May 1, 2015**, except as otherwise provided in Appendix “K”.
- (e) Effective **May 1, 2016**, the rates of pay for all officers covered by this Agreement will be increased by **1.50%** over the rates of pay in effect **November 1, 2015**, except as otherwise provided in Appendix “L”.
- (f) Effective **November 1, 2016**, the rates of pay for all officers covered by this Agreement will be increased by **1.00%** over

the rates of pay in effect May 1, 2016, except as otherwise provided in Appendix "M".

*As consideration for a change in sick leave buyback for new hires, on November 1, 2015, the City will add a 0.5% equity adjustment to base wages. As further consideration for a change in sick leave buyback for new hires, on November 1, 2016, the City will add a 0.5% equity adjustment to base wages.

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

Section 7.2 Payment in Lieu of Holiday Pay.

Effective May 1, 2003 Sergeants and Lieutenants shall be paid in lieu of Holiday pay an amount equivalent to one hundred and thirty-nine (139) hours at their regular rate. This additional pay shall be prorated among all said employees and shall be included in the basic bi-weekly salary set forth in the Appendixes to this Agreement.

ARTICLE 8 VACATION

Vacation leave is accrued upon the occasion of the anniversary of an employee's original date of hire according to the following schedule:

Years of
Continuous Service

Length of
Vacation

3 years, but less than 8 years	2 weeks
8 years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Fifty percent (50%) of any accumulated unused vacation time may be carried over from year to year. The City has the right to require one (1) employee to be scheduled per shift which does not require the payment of overtime to an employee.

ARTICLE 9 LEAVES

Section 9.1 Emergency Leave.

When there is an emergency situation and/or serious illness or other serious extenuating circumstance at the home of an employee, said employee may be granted time off duty, at the discretion of the ~~Chief of Police Lieutenant~~, to make arrangements to alleviate the emergency situation. An employee on Emergency Leave under this Section shall utilize accrued paid time off (except sick leave) in order to remain in a paid status during the period of such emergency leave.

Section 9.2 Personal Convenience Days.

Each employee shall be granted two (2) Personal Convenience Days. Such Personal Convenience Days may be taken in increments of full or half days at the convenience of the

employee subject to the discretion of the Department Head. Personal Convenience Days may not be accumulated from one fiscal year to another.

Section 9.3 Sick Leave.

Sick Leave Accrual. Officers will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first twelve (12) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of one thousand four hundred forty (1440) hours which will be paid at full pay during the time of illness. Officers hired (not promoted) after February 8, 2016 shall accrue up to a maximum of six hundred and seven (607) hours which will be paid at full pay during the time of illness.

Officers hired (not promoted) on or after February 8, 2016 shall thereafter have 1.33 hours deducted monthly from their sick leave accrual converted to cash at the officers month's ending hourly rate of pay and contributed by the Employer directly into the Officers Retirement Health Savings (RHS) account.

Sick Leave Usage. Sick leave is intended for officer illnesses or injuries which are non-duty related. Officers may also use sick leave for doctors visits and illnesses within the officer's immediate family (defined as spouse, child, step child). It is expected that an officer utilizing sick leave will be at their residence during their

hours of work unless they are seeking medical treatment, obtaining medication related to the illness or otherwise engaged in activity consistent with the use of sick leave.

Officers calling in sick should contact the Shift Commander as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member. When an employee has used sick or injury leave for a period of three (3) full consecutive scheduled work days or longer, excluding regularly scheduled days off, it will be that employee's responsibility prior to his first day returning to work to provide a signed return to work release from his health care provider.

Rapid Accrual. Whenever an officer with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of a serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, and depletes all but eighty (80) hours or less of sick leave by reason of such serious health condition, the officer upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his sick leave returns to the level maintained before the serious health condition.

Sick Leave Abuse_ Abuse of paid sick leave is prohibited. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

- 1 A pattern of sick leave usage, such as repeated use of one or two days of sick leave in conjunction with regular days off, holidays, vacations or other days off, or repeated use of sick leave on a particular day of the week
- 2 Use of sick leave and being seen engaged in activities that indicate an ability to work.

Concerns regarding sick leave abuse will be addressed with the officer involved as follows:

If the Officer (or his immediate family member) is experiencing an on-going medical situation the employer will provide the officer with the opportunity to provide information regarding the medical need for the officer to be absent from work from the treating physician. If the officer does not provide information which verifies the medical need for use of sick leave the employer may investigate and, if appropriate, discipline the officer. In situations where sick leave abuse is confirmed, the officer involved may be required to provide medical verification of absences for any future sick leave occurrences for a period of six months.

Sick Maximum/RHS. Officers who reach the 1440 hour maximum will be eligible for eight (8) hours of the previous month's accrued but unused hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate. To be effective at time of ratification by the bargaining unit.

For Officers hired (not promoted) after February 8, 2016 all sick leave hours accumulated by an officer over 607 hours shall be compensated at seventy (70%) of the officer's month ending hourly rate of pay and paid by the City into the officer's RHS account on a monthly basis in any month when an officers sick leave accrual exceeds 607 hours.

Sick Leave Buy Back.

Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer, shall convert accrued sick leave to a Retirement Health Savings (RHS) account. The eligible conversion is up to a maximum of one thousand four hundred forty (1440) hours of accumulated unused sick leave at the officer's final hourly rate.

Officer hired (not promoted) after February 8, 2016 may accumulate up to 607 hours for buy back purposes. Payment for

unused sick leave hours up to the maximum allowed shall be made to Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer, in accordance with the following schedule:

1-125 hours	20%
126-255 hours	40%
256-380 hours	60%
381-607 hours	80%

All hours accumulated by an officer shall be paid by the City at the officer's final hourly rate of pay into the officer's RHS account. If an officer is eligible for an 80% buyback then all accrued hours from 1 to the officer's accrual shall be paid at 80%. If an officer is eligible for a 60% buyback then all hours from 1 to the officer's accrual shall be paid at 60% and so on.

If an officer dies while employed with the City and would have been eligible to receive payment of accumulated sick leave, said payment shall be paid to the RHS pursuant to the RHS plan document. The RHS plan document will be administered pursuant to the document in effect as of May 2008.

Section 9.4 Jury Duty.

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

Section 9.5 Court Days.

In recognition of the inconvenience endured by employees in preparation for criminal trials which result in continuances or pleas of guilty which make the officer's appearance in court unnecessary, employees are granted thirty-two (32) hours paid leave per year. This is in addition to all other paid leaves granted by this Contract, and shall be referred to as "Court Days". These days are to be used for paid leave purposes only, and are not subject to overtime, compensatory time off, or carryover.

Section 9.6 Disciplinary Leave.

The parties agree that when a disciplinary suspension is assessed, an employee may elect to work those suspension days

and forfeit an equivalent amount of vacation, PC, CE, earned time or straight time in lieu of serving the suspension without pay and without impact to his seniority. However, for purposes of progressive discipline, the official record and employment personnel file shall show that the disciplinary suspension was given and served.

Section 9.7 Convention Leave.

Executive Board members and/or delegates shall be allowed up to 48 hours paid release time annually in aggregate to attend the Policemen's Benevolent and Protective Association of Illinois State Convention. The president or his designee shall give notice to the Police Chief or his designee and all effected supervisors of the names of the delegates attending the convention and the period to be covered under this section. Notice should be given not less than 14 calendar days prior to the leave.

Section 9.8 Other Leaves of Absence.

Leaves of absence as defined by Bloomington City Policy, insofar as they are applicable to the Department and not contained or otherwise provided for in this Agreement, are hereby incorporated into this Agreement.

ARTICLE 10 UNIFORMS AND CLOTHING

Section 10.1 Uniforms.

The City agrees to furnish employees with equipment pursuant to Department rules and regulations in effect on May 1, 1999. Such equipment not maliciously damaged by the employee in the line of duty will be repaired or replaced at the City's expense.

Section 10.2 Clothing Allowance.

Effective May 1, 2002, non-uniformed employees shall be furnished an allowance of One Thousand Dollars (\$1,000.00) per year if they are assigned to duties requiring plainclothes on January 1 of any calendar year. Payment shall be made to such eligible employee by January 15 of said calendar year. If an employee enters a plainclothes assignment after January 1, the employee shall receive \$83.00 per remaining calendar month. The allowance shall be paid in lump sum.

ARTICLE 11 FRINGE BENEFITS

Section 11.1 Physical Fitness Incentive.

The City will pay seventy-five dollars (\$75.00) toward the annual dues at any physical fitness center designated by the City for any employee covered by this Agreement who desires to receive such contribution. Any employee desiring to participate, as a condition of participation, shall agree to the use of facilities of

the centers so designated on an average of not less than twice per week over the course of the membership year or to refund the seventy-five dollars (\$75.00) to the City for any year in which his attendance averages less than twice per week.

Section 11.2 Group Health Insurance.

(a) The City will enroll all officers covered by this Agreement in one of the components of the City of Bloomington Employee Group Wellness Health Benefit Plans, unless an officer has elected Union Health Insurance coverage. The City agrees that an officer may select the Association Plan for himself, or for himself and his dependents in lieu of coverage under the City's Group Health Benefit Plan. If the officer makes such election, the City shall pay a portion of the monthly premium as outlined in subsection b.

(b) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan or Association Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

c) In any year in which the total amount of medical benefits paid is more than 150% of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Benefit Plan.

d) The City will pay 50% of the premium for dental insurance for the employee and their dependents.

e) The City will pay 50% of the premium for vision insurance for the employee and their dependents.

f) On or before December 1, 1999, employees shall in writing (assuming proof of insurability and other insurance prerequisites are met), elect coverage under either the City's group health benefit plan or under the Association plan. An employee once electing coverage under the City's group health benefit plan or the Association plan may not thereafter change to coverage under the other plan except through mutual agreement of the parties, unless the employee can show substantially changed and unanticipated family circumstances (such as divorce or retirement) unrelated to the health of the individual or his dependents.

g) ~~The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Group Health Care Plan. No changes in the level~~

~~of benefits shall be made except by mutual agreement of the parties.~~

The Union waives the right to grieve or bargain over City changes and amendments to the City of Bloomington Group Health Benefit(s) plans, or the effects of same. This waiver shall continue until the parties mutually agree otherwise.

h) Life Insurance. The City will carry in effect a group life insurance policy for covered employees which pays \$50,000 to a beneficiary designated by the employee in the event of the employee's death (double that amount for accidental death and dismemberment). The City will pay the premiums for such policy.

Section 11.3 Health Insurance Committee.

The Union agrees to participate in a health insurance committee to monitor and study changes and issues related to health insurance plans offered by the City. Said committee may meet from time to time and make recommendations regarding the health insurance plans. Participation in the committee shall not waive either parties collective bargaining rights or obligations and committee recommendations shall not be binding on either party. Bargaining unit members who participate in committee meetings shall either (1) attend meetings as part of their regular duty day or (2) in the event a meeting takes place outside their regular duty

day, be credited time spent at the meeting (at their regular rate of pay).

Section 11.4 Tuition Reimbursement.

1) The City will reimburse an employee for the cost of tuition, fees and any required books for a college course under the following conditions:

- a) The employee notifies the Chief of Police prior to registration of his intent to claim tuition reimbursement for the course.
- b) The course is required or part of a required sequence leading to a Bachelor's or Master's Degree in Labor Relations, Criminal Justice, Public Administration, Police Science, Traffic and Safety Management or other course deemed by the Chief of Police or City Manager in his discretion to be of benefit to the Department.
- c) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees and required books according to the following schedule:

100% for a grade of A
100% for a grade of B
75% for a grade of C
(includes pass in a pass/fail option)

2) An employee who leaves the Department within one (1) year of receiving reimbursement for a BA/BS degree will refund City the amount reimbursed for the previous twelve (12) months. This sum may be withheld from the final paycheck.

An employee who leaves the Department within one (1) year of receiving reimbursement for a MA/MS degree will refund to the City the amount reimbursed for the previous thirty (30) months. This sum may be withheld from the final paycheck.

In the event an employee dies or becomes disabled and no longer able to function in the capacity as a police officer, and the aforesaid time limitations have not expired, no fee or cost whatsoever shall be assessed to the employee or the employee's estate.

Section 11.5 Damaged Personal Property.

The City agrees to replace or repair at no cost to the employee personal items lost, damaged or stolen in the course of duty up to \$200.00 per item. Personal items shall be defined to include such things as an employee's wristwatch, gloves, flashlight or other items deemed appropriate by the City for replacement. Employees must exhaust all other reimbursement options prior to receiving reimbursement from the City.

Section 11.6 Survivor's Benefit.

The City agrees that upon the death of an employee, the employee's estate shall receive full financial compensation for all unused Vacation time, Personal Convenience time, Court Exchange time, Wellness time and accumulated Earned time. The value of said time will be calculated at the deceased employee's hourly rate of pay and multiplied by the amount of unused time as defined above.

Section 11.7 Mileage Reimbursement.

Employees required to use their private automobiles for pre-approved Department business shall be compensated at a rate set forth in applicable IRS regulations.

Section 11.8 Professional Fees and Subscriptions.

If, as a condition of employment, the City requires an employee to become a member of a professional organization, or if the City requires an employee to subscribe to a professional journal, the City agrees to pay such fees or subscriptions. This includes, but is not limited to, fees associated with becoming and maintaining "Notary of the Public" status and SPSC alumni membership dues.

Section 11.9 ICMA Retirement Corporation.

The City agrees to give the PBPALC sixty (60) days written notice prior to implementation of any substantial changes to the benefits afforded to employees via the ICMA Retirement

Corporation. The purpose of the notice provided herein is to permit input from the Union regarding the change(s).

to the

Section 11.10 Transfer of Firearm Upon Retirement.

Sworn Police Officers retiring in good standing or leaving on disability with a minimum of twenty years of uninterrupted service with the Bloomington Police Department will be issued their BPD service weapon and one ammunition clip on their last day of actual work.

Section 11.11 Other Fringe Benefits.

All other existing fringe benefits, in effect immediately prior to the execution of this Agreement shall remain the same during the term of this Agreement.

ARTICLE 12 MEETINGS BETWEEN THE PARTIES

At least once each three (3) months the employee representatives shall meet with the Chief of Police at a mutually agreeable time and place to exchange views and discuss matters of mutual concern.

ARTICLE 13 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Department in all of its various aspects. Among the rights retained

by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 14 ASSOCIATION RIGHTS

Section 14.1 Union Security.

The City agrees that it will not replace employees or allow employees other than union employees to perform work which is recognized and has historically been performed by Union employees, except during limited training or in cases of emergency (i.e. natural or manmade disasters).

Section 14.2 Retaliatory Actions Prohibited.

No employee shall suffer adverse employment action or otherwise be discriminated against in regard to his employment or threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted under this Agreement.

Section 14.3 Notice of Policy Change.

In an effort to encourage trust and communication, the City agrees to give the existing Union President fifteen (15) days notice prior to implementation of any changes to the written policies or work rules of either the police department or City involving conditions of employment. The purpose of the notice provided herein is to solicit input from the Union regarding the written policy change. This provision shall not be construed to limit or discourage efforts of either the Union and/or police department administration to discuss additional matters of mutual concern.

Section 14.4 Right to Data.

The Union has the right to be furnished, upon request, and to the extent not prohibited by law, data and other information maintained by the City which is available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining. Denials of requests shall be in writing articulating the reason(s) for the refusal to provide said information. Denials of requests shall be grievable to Step 2 of the grievance procedure which shall not preclude or in any way

limit the Union's right to challenge a denial in Circuit Court or at the Illinois State Labor Relations Board.

ARTICLE 15 EMPLOYEE SAFETY

Section 15.1 Unsafe Equipment.

Ordinarily, no employee shall be required to use any equipment that is unsafe or not in proper working order for the use that said equipment is intended.

Section 15.2 Parking Lot Safety.

Recognizing the need for adequate security for all employees in parking areas, the City will take reasonable steps to safeguard employee security.

Section 15.3 HIV.

The parties understand that HIV is a highly communicable disease that could be life threatening if proper safety procedures are not followed. Facilities and employees will have available to them, at no cost, high quality HIV germicidals available for immediate use.

Section 15.4 Violence Prevention Initiative.

The parties agree that the safety of employees is of paramount importance. Therefore, the parties agree that the City shall, in a manner that is not arbitrary or capricious, abide by the Bloomington Police Department SOP 6.22 titled "Threats Against

Police Officers" as it is updated from time to time. ~~submitted on August 15, 2002, in a manner that is not arbitrary or capricious.~~

Section 15.5 Safety Equipment.

The City may require employees to wear certain protective equipment. The City shall furnish any required safety clothing, at no cost to the employee. This may include, but is not limited to, bullet resistant vests, reflective vests, safety shoes, helmets, gloves, etc. The City shall provide necessary training for the use of safety equipment. The department shall replace the safety equipment in accordance with the manufacture's guidelines. No expired bullet resistant vest shall be issued to an employee without the employee's knowledge and consent.

Section 15.6 Inoculations.

The City of Bloomington agrees to pay all expenses for reasonable inoculations or immunization shots for a Sergeant or Lieutenant and/or members of the Sergeant's or Lieutenant's family or household member when such becomes medically necessary as a result of said Sergeant's or Lieutenant's exposure to a contagious disease, as defined by the United States Center for Disease Control, hazardous material, poison, poison gas, toxic materials or substances, radioactive material, biological weapon or similar calamity in the line of duty.

Section 15.7 Decontamination.

The City of Bloomington agrees to pay all expenses for reasonable decontamination or sterilization of the personal property of a Sergeant or Lieutenant and/or members of the Sergeant's or Lieutenant's family or household when such becomes necessary as a result of said Sergeant's or Lieutenant's exposure to anthrax, other biological weapon(s) or similar calamities, poison gas exposure such as to sarin, toxic materials or substances, or radioactive exposure. The exposure(s) to such hazard(s) must be suffered by the Sergeant or Lieutenant while in the line of duty.

ARTICLE 16 LIEUTENANT PROMOTIONAL PROCESS

Section 16.1 Jurisdiction.

The Board of Fire and Police Commissioners shall retain jurisdiction over the Lieutenant promotional process pursuant to the following rules.

Section 16.2 Eligibility.

All Sergeants are eligible to take the exam. However, Sergeants must have served a minimum of 18 months in the rank of Sergeant to be eligible to be promoted to Lieutenant.

Section 16.3 Promotional List.

A new promotional procedure will be initiated every three (3) years. The promotional list generated by the procedure herein will be good for three (3) years. The Department shall be required to maintain a current promotional list at all times.

Section 16.4 Process.

The promotional process shall consist of the following components and their corresponding weights. All points shall be rounded to the nearest one hundredth of a point (two ((2)) decimal points). Two (2) education points will be granted for a Bachelor degree from an accredited college or university that is recognized and approved by the U.S. Department of Education and four (4) educational points (not cumulative with the Bachelors) shall be granted for a Masters degree from an accredited college or university that is recognized and approved by the U.S. Department of Education. Education points will be awarded on the first day of the written exam. Seniority points will be awarded with a ½ point for each completed year of seniority as a Sergeant up to a max of four (4) points, with such computation beginning on the first day the employee is promoted to Sergeant and ending on the first day of the written test.

1. Written Examination	50 points
2. Assessment Exercise(s)	40 points
3. Command Preference Points	10 points

4. Education Points	4 points (max)
5. Seniority Points	4 points (max)
Total	108 points possible

Section 16.5 Command Preference Points.

The Chief of Police may give up to ten (10) points. Said points shall be determined in the following manner. Current Lieutenants and the **two** Assistant Chiefs shall rank individually the candidates, giving a maximum of 10 points for each candidate. The points received by each candidate from the Lieutenants and **two** Assistant Chiefs shall be averaged. The Chief of Police shall not deviate from the points so assigned by more than three (3) points.

Section 16.6 Test Material.

The City shall provide, at no cost to the employee, all relevant study material. The material, in its entirety, shall be prepared for the employee. The material shall be provided in accordance to the time restrictions as set forth in this article. Any candidate not taking the test shall reimburse the City for the actual cost of test materials provided to the candidate and for the actual cost of the tests administration. The Chief of Police may, at his option, elect to waive the reimbursement to any candidate

who did not take the test if the candidate can show good reason (sickness, activated for military service, death in family, etc.) for his inability to take the test.

Section 16.7 Time Line for Promotional Procedure.

1. A minimum of 150 days prior to the scheduled testing date, the Department will post notice of the upcoming test. If the written test is to be given on a separate day than the assessment exercise(s), then the dates of said tests shall clearly be posted.
2. A minimum of 135 days prior to the scheduled testing date, all candidates wishing to participate in the promotional process shall declare their intent.
3. A minimum of 120 days prior to the scheduled testing date, the Department will furnish each candidate with all the study materials required for the testing process.
4. A minimum of 30 days prior to the scheduled testing date, the department will furnish each candidate with their Command Preference Points.
5. Test results for the written examination shall be provided to the candidates as soon as practicable after the written examination has concluded.

Section 16.8 Emergency Situations.

In situations where the Department has an emergency, the Department may postpone the written or assessment test(s). In

the event one and/or more of the candidates has an emergency situation, the Union may request the Department to postpone the written and/or assessment tests. The parties will meet within twelve (12) hours from the postponement of the tests by the Department to discuss the rescheduling of the test. The parties will meet within the twelve (12) hours of the request of the Union for a postponement to discuss whether to postpone the process and the possible rescheduling of said promotional process. The decision whether to postpone the tests shall not be arbitrary and capricious. Only those candidates having previously declared their intent to take the original test, as defined in Section 16.7 Time Line for Promotional Procedure shall be allowed to take the promotional exam on the newly scheduled date.

Section 16.9 Assessment Exercises.

Reasonable efforts will be made to administer assessment exercises fairly. Employees taking assessment exercises shall not be allowed to have other people assist them with the completion of the test.

Section 16.10 Overtime for Testing.

No overtime will be paid to candidates for participating in the promotional process. However, candidates participating in the process may do so while on duty status without diminution of benefits.

Section 16.11 Monitors for Exams.

The Union shall be allowed a maximum of two (2) monitors on any day that any part of the exam is being administered. The monitors shall be chosen solely by the Union. The monitors shall be employees holding the rank of Lieutenant. No monitor shall be used that is an acting Lieutenant or Sergeant. Monitors shall be allowed to double check the accuracy of all mathematic calculations.

Section 16.12 Rule of Three.

All promotions to the rank of Lieutenant shall be made by the Chief from the three (3) candidates having the highest rating on the promotional eligibility register at the time of such promotion. Where there are less than three (3) names on such register, as originally posted, or remaining thereon after appointments have been made therefrom, appointments to fill existing vacancies shall be made from those names or name remaining on the promotional register.

ARTICLE 17 SAVINGS/CONFLICTS

Section 17.1 Savings.

If any provision in this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois

Compiled Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 17.2 Conflicts.

Ordinances, rules and regulations of the City in conflict with the provisions of this Agreement are superseded as provided in Section 15(b) of the Illinois Public Labor Relations Act.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective retroactive to May 1, ~~2007~~2014, and shall remain in full force and effect until the 30th day of April, ~~2014~~2017. The parties agree that the term of this Agreement shall not be presidential precedential, it shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given

to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE 19 DROP PLAN

In the event an Illinois Statue applicable to members of the bargaining unit is revised to authorize a Deferred Retirement Option Plan, the parties agree to bargain over the terms and conditions of implementation thereof. In the event the parties reach impasse, either party may invoke the impasse resolution provisions of Section 14 of the Illinois Public Labor Relations Act.

ARTICLE 20 MANAGED COMPETITION

The City agrees that it will not replace officers or allow officers other than bargaining unit members to perform traditional core police functions such as patrol and investigations as has historically been performed by bargaining unit members, except during limited training or in cases of emergency (i.e. natural or man-made disasters). The City may, however, assign the following work to other than bargaining unit members, including volunteers, where such assignment of work does not result in the layoff or replacement of any full-time bargaining unit member(s) in violation of Section 14.1 Union Security: grant

writing, fleet maintenance or other activities which historically have not been performed by bargaining unit members. The parties further agree that the supervision of crossing guards and parking attendants is not a core police function and these duties can be reassigned within the City and/or services contracted out without violating any provision of this agreement.

ARTICLE 21 ENTIRE AGREEMENT

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

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

shall have the right to any impact or effects bargaining as provided by law.

IN WITNESS WHEREOF, the parties hereto have set their hands
this ____ day of September , 2016.

**POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION
LABOR COMMITTEE**

/s/ _____

/s/ _____

/s/ _____

/s/ _____

/s/ _____

CITY OF BLOOMINGTON, ILLINOIS

/s/ _____

/s/ _____

/s/ _____

/s/ _____

APPENDIX A - Re: Parking

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

The parties hereby agree to the following benefit:

The City shall provide, at no cost to the employee, two (2) parking stickers for the parking lot directly east of the Department.

APPENDIX B - Re: Administrative Lieutenant

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Administrative Lieutenant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Lieutenant selected to fill the position of Administrative Lieutenant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Administrative Lieutenant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

~~APPENDIX C – Re: Outside Employment~~

**~~SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC~~**

~~It is understood and agreed between the parties that upon ratification of a successor bargaining agreement between the City of Bloomington and the PB&PA Unit 21, with respect to Section 6.13, of the patrol union contract titled “Outside Employment”, if said section is modified in Unit 21’s agreement, effective 05-01-04, the “Outside Employment” language of the Command contract shall be reopened for further negotiations. The provisions of the article titled “Entire Agreement” of the Command contract notwithstanding.~~

~~It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.~~

APPENDIX C - Re: Professional Standards Lieutenant
SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC

It is understood and agreed between the parties that the creation of a bargaining unit position of one Professional Standards Lieutenant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Lieutenant selected to fill the position of Professional Standards Lieutenant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Professional Standards Lieutenant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

APPENDIX D - Re: Court Sergeant

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF BLOOMINGTON AND THE PBPALC**

It is understood and agreed between the parties that the creation of a bargaining unit position of one Court Sergeant is hereby mutually consented to. It is also understood and agreed upon by the parties that the Sergeant selected to fill the position of Court Sergeant shall be a management decision and the assignment to this position is not subject to the bidding process.

It is understood and agreed between the parties that the position of Court Sergeant is a bargaining unit position, and as such, subject to the terms and conditions of employment otherwise covered in the collective bargaining agreement. It is understood and agreed between the parties that no other special considerations nor exclusions from, the current collective bargaining agreement have been authorized.

APPENDIX F – SOP Administrative Reassignment

SOP Number: 4.11

BLOOMINGTON POLICE DEPARTMENT STANDARD OPERATING PROCEDURE ADMINISTRATIVE REASSIGNMENT

Reviewed by: _____ Effective Date: 5/19/04

Authorized by: A/C Jeff Sanders Revision Date: 10/2/02

PURPOSE

The purpose of this SOP is to provide guidelines to be used when an employee is to be placed on temporary administrative reassignment.

PROCEDURE

An administrative reassignment shall be considered an official duty assignment and will not be charged to leave time or result in a loss of seniority. No employee shall be placed on administrative reassignment without the Chief of Police first stating the operational need for the employee being placed on such reassignment. An employee placed on administrative reassignment shall continue to accrue sick time, vacation time, other compensatory time, seniority, and all other benefits. The employee may request to use benefit leave time during the pendency of the administrative reassignment, but granting of

benefit leave time is at the Chief's discretion. In no case shall pyramiding occur.

An employee on administrative reassignment will be assigned to an 8:00 AM to 4:00 PM schedule, Monday through Friday, for the duration of the administrative reassignment with job tasks to be determined by the Chief of Police at the time of the reassignment. He may be required to notify the Chief of Police or his designee of his whereabouts during the pendency of the administrative reassignment. Any activity that would impede the employee's ability to respond to the Police Department during his assigned duty hours requires administrative authorization. The employee shall respond to the Chief's Office within a reasonable period of time after being so notified. Provided however, administrative reassignment shall not interfere with any previously scheduled time off of an employee. Additionally, the employee shall be accessible by telephone, cell phone, and or pager during his assigned duty hours, as though he were working any other duty assignment. The Chief of Police may require the employee to abstain from consumption of alcoholic beverages during his assigned duty hours.

An employee placed on administrative reassignment shall be advised in writing as to whether the employee is expected to attend any job related events. If out of town travel is required to

~~attend job related events approved by the employee's supervisor, the City shall provide transportation, or in the event the employee is authorized to use personal transportation, the City shall reimburse the employee at the standard mileage reimbursement rate. If an employee does not receive twenty-four (24) hours notice prior to the required commitment, the employee shall not be disciplined for missing said commitment.~~

~~An employee on administrative reassignment may have his service weapon, badge(s), uniforms or police identification taken away from him while on administrative reassignment at the discretion of the Chief of Police when the Chief reasonably believes that the retention of those items by the officer would:~~

- ~~a. hamper the functioning of the Bloomington Police Department or any officer of the Department; or~~
- ~~b. cause embarrassment to the Department or any officer of the Department before one or more citizens; or~~
- ~~c. reflect adversely upon the accused officer, the Bloomington Police Department, or any officer of the Bloomington Police Department; or~~
- ~~d. pose a safety risk to the Department or any person.~~

~~An employee on administrative reassignment may be denied access to any or all parts of the police building and facilities at the~~

discretion of the Chief of Police if he deems it appropriate in view of the nature of the reason(s) giving rise to the administrative reassignment. The reasons for seizing issued equipment and clothing and for limiting building access will be included in the statement justifying the administrative reassignment.

APPENDIX E - Re: Straight Time

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE PBPALC

It is understood and agreed between the parties that the custom of Straight Time is a historical practice that has been in effect for many years and is hereby mutually consented to. It is also understood and agreed upon by the parties that the process of earning, accumulating and the use of Straight Time is a benefit that shall not be altered except via the collective bargaining process once this memorandum is signed by all parties. It is also understood and agreed between the parties that the provisions of this memorandum shall constitute a voluntary change, instituted by both parties, to modify specific portions of the historical practice and thereby promulgate a new modified practice.

It is understood and agreed between the parties that Straight Time shall be earned at a rate of one half hour per actual day worked by every Sergeant and Lieutenant assigned to the patrol division and proactive division. It is understood and agreed between the parties that the one half hour per day worked is primarily intended for, but not necessarily specifically limited to, time used for preparation and miscellaneous duties conducted by

patrol supervisors and proactive supervisor(s) prior to the Sergeant(s) and Lieutenant(s) actual tour of duty. It is understood and agreed between the parties that the earning of Straight Time is not predicated upon the number of Sergeant(s) or Lieutenant(s) working a shift on any given day.

It is also understood and agreed between the parties that earning straight time is not automatic, nor based upon a Sergeant or Lieutenant simply being on duty. It is understood and agreed the earning of straight time is contingent upon actually being engaged in some sort of shift preparation work or other miscellaneous duty that exceeds the Sergeant or Lieutenant's regular shift.

It is understood and agreed between the parties that Straight Time shall be available to Sergeants and Lieutenants of all divisions. However, the earning of this Straight Time shall not be connected to the preparation of shift briefings for specialized divisions. Straight Time can be accumulated, at the discretion of said supervisor of any division, subject to good judgment and documentation. It is understood and agreed between the parties that this provision constitutes no change in the past practice.

It is understood and agreed between the parties that up to a maximum of twenty four (24) hours of Straight Time can be banked by any supervisor assigned to the patrol division or

specialized division. All Straight Time in excess of twenty four (24) hours shall be forfeited. It is understood and agreed between the parties that any Sergeant or Lieutenant with over 24 hours of accumulated Straight Time, at the time this agreement is signed by all parties, shall have until December 31, 2001 to comply with this provision.

It is understood and agreed between the parties that Straight Time may be taken in any increment. This includes the ability of a Sergeant or Lieutenant to use Straight Time to take an entire day off if the Sergeant or Lieutenant so desires.

It is understood and agreed between the parties that the *earning* of straight time shall be time for time. It is also understood and agreed between the parties that the *use* of straight time shall be time for time. An example of this would be as follows: One half (1/2) hour of banked straight time entitles the employee to one half (1/2) hour of time off. Eight hours of banked straight time entitles the employee to eight hours off. Nothing herein suggests that the Sergeant or Lieutenant must use the straight time in any specific increment. The aforesaid is proffered for the purpose of clarity only.

It is understood and agreed between the parties that a Sergeant or Lieutenant shall not be ordered to accumulate Straight Time in order to avoid earning overtime. It is understood

and agreed between the parties that this Memorandum of Understanding is not meant to conflict with other provisions of the Collective Bargaining Agreement and, as such, no other terms or conditions of employment are intended to be modified as a result of the parties promulgating the conditions set forth herein. It is understood and agreed between the parties that no other special considerations nor exclusions from the current collective bargaining agreement, not specifically outlined herein, have been authorized.

APPENDIX F – Wage Table Effective May 1, 2014

Appendix F Wage Table Effective May 1, 2014								
1.5% Increase								
			Entry	1 year	2 years	4 years	6 years	8 years
SERGEANTS								
Annual			\$88,790.84	\$90,772.79	\$92,754.73	\$94,736.67	\$96,718.60	\$98,700.54
Bi-Weekly			\$3,415.03	\$3,491.26	\$3,567.49	\$3,643.72	\$3,719.95	\$3,796.17
Hourly			\$42.69	\$43.64	\$44.59	\$45.55	\$46.50	\$47.45
OT			\$64.03	\$65.46	\$66.89	\$68.32	\$69.75	\$71.18
Holiday Total/Yr			\$5,933.62	\$6,066.07	\$6,198.51	\$6,330.96	\$6,463.41	\$6,595.85
TOTAL W/HOLIDAY			\$94,724.46	\$96,838.86	\$98,953.24	\$101,067.63	\$103,182.01	\$105,296.39
Bi-Weekly w/holiday			\$3,643.25	\$3,724.57	\$3,805.89	\$3,887.22	\$3,968.54	\$4,049.86
LIEUTENANTS			Entry	1 year	3 years			
Annual			\$102,506.98	\$104,731.90	\$106,983.26			
Bi-Weekly			\$3,942.58	\$4,028.15	\$4,114.74			
Hourly			\$49.28	\$50.35	\$51.43			
OT			\$73.92	\$75.53	\$77.15			
Holiday Total/Yr			\$6,850.23	\$6,998.91	\$7,149.36			
TOTAL W/HOLIDAY			\$109,357.21	\$111,730.81	\$114,132.63			
Bi-Weekly w/holiday			\$4,206.05	\$4,297.34	\$4,389.72			

APPENDIX G – Wage Table Effective November 1, 2014

Appendix G Wage Table Effective November 1, 2014								
1.5% Increase								
			Entry	1 year	2 years	4 years	6 years	8 years
SERGEANTS								
Annual			\$90,122.70	\$92,134.38	\$94,146.05	\$96,157.72	\$98,169.38	\$100,181.05
Bi-Weekly			\$3,466.26	\$3,543.63	\$3,621.00	\$3,698.37	\$3,775.75	\$3,853.12
Hourly			\$43.33	\$44.30	\$45.26	\$46.23	\$47.20	\$48.16
OT			\$64.99	\$66.44	\$67.89	\$69.34	\$70.80	\$72.25
Holiday Total/Yr			\$6,022.62	\$6,157.06	\$6,291.49	\$6,425.92	\$6,560.36	\$6,694.79
TOTAL W/HOLIDAY			\$96,145.33	\$98,291.44	\$100,437.54	\$102,583.64	\$104,729.74	\$106,875.84
Bi-Weekly w/holiday			\$3,697.90	\$3,780.44	\$3,862.98	\$3,945.52	\$4,028.07	\$4,110.61
LIEUTENANTS			Entry	1 year	3 years			
Annual			\$104,044.59	\$106,302.88	\$108,588.01			
Bi-Weekly			\$4,001.71	\$4,088.57	\$4,176.46			
Hourly			\$50.02	\$51.11	\$52.21			
OT			\$75.03	\$76.66	\$78.31			
Holiday Total/Yr			\$6,952.98	\$7,103.89	\$7,256.60			
TOTAL W/HOLIDAY			\$110,997.57	\$113,406.78	\$115,844.62			
Bi-Weekly w/holiday			\$4,269.14	\$4,361.80	\$4,455.56			

APPENDIX H – Wage Table Effective May 1, 2015

Appendix H Wage Table Effective May 1, 2015								
1.5% Increase								
			Entry	1 year	2 years	4 years	6 years	8 years
SERGEANTS								
Annual			\$91,474.54	\$93,516.40	\$95,558.24	\$97,600.09	\$99,641.92	\$101,683.76
Bi-Weekly			\$3,518.25	\$3,596.78	\$3,675.32	\$3,753.85	\$3,832.38	\$3,910.91
Hourly			\$43.98	\$44.96	\$45.94	\$46.92	\$47.90	\$48.89
OT			\$65.97	\$67.44	\$68.91	\$70.38	\$71.86	\$73.33
Holiday Total/Yr			\$6,112.96	\$6,249.41	\$6,385.86	\$6,522.31	\$6,658.76	\$6,795.21
TOTAL W/HOLIDAY			\$97,587.51	\$99,765.81	\$101,944.10	\$104,122.40	\$106,300.68	\$108,478.98
Bi-Weekly w/holiday			\$3,753.37	\$3,837.15	\$3,920.93	\$4,004.71	\$4,088.49	\$4,172.27
LIEUTENANTS			Entry	1 year	3 years			
Annual			\$105,605.26	\$107,897.42	\$110,216.83			
Bi-Weekly			\$4,061.74	\$4,149.90	\$4,239.11			
Hourly			\$50.77	\$51.87	\$52.99			
OT			\$76.16	\$77.81	\$79.48			
Holiday Total/Yr			\$7,057.27	\$7,210.45	\$7,365.45			
TOTAL W/HOLIDAY			\$112,662.53	\$115,107.88	\$117,582.28			
Bi-Weekly w/holiday			\$4,333.17	\$4,427.23	\$4,522.40			

APPENDIX I – Wage Table Effective November 1, 2015

Appendix I Wage Table Effective November 1, 2015								
1% Increase								
SERGEANTS			Entry	1 year	2 years	4 years	6 years	8 years
Annual			\$92,389.29	\$94,451.56	\$96,513.82	\$98,576.09	\$100,638.34	\$102,700.60
Bi-Weekly			\$3,553.43	\$3,632.75	\$3,712.07	\$3,791.39	\$3,870.71	\$3,950.02
Hourly			\$44.42	\$45.41	\$46.40	\$47.39	\$48.38	\$49.38
OT			\$66.63	\$68.11	\$69.60	\$71.09	\$72.58	\$74.06
Holiday Total/Yr			\$6,174.09	\$6,311.91	\$6,449.72	\$6,587.54	\$6,725.35	\$6,863.17
TOTAL W/HOLIDAY			\$98,563.38	\$100,763.47	\$102,963.55	\$105,163.62	\$107,363.69	\$109,563.77
Bi-Weekly w/holiday			\$3,790.90	\$3,875.52	\$3,960.14	\$4,044.75	\$4,129.37	\$4,213.99
LIEUTENANTS			Entry	1 year	3 years			
Annual			\$106,661.31	\$108,976.40	\$111,319.00			
Bi-Weekly			\$4,102.36	\$4,191.40	\$4,281.50			
Hourly			\$51.28	\$52.39	\$53.52			
OT			\$76.92	\$78.59	\$80.28			
Holiday Total/Yr			\$7,127.85	\$7,282.56	\$7,439.11			
TOTAL W/HOLIDAY			\$113,789.15	\$116,258.96	\$118,758.11			
Bi-Weekly w/holiday			\$4,376.51	\$4,471.50	\$4,567.62			
*In addition to the wage increase provided above, the City has agreed, as consideration for a change in sick leave buyback for new hires, to add a 0.5% equity adjustment to base.								
Wage Table Effective November 1, 2015								
.5% Increase								
SERGEANTS			Entry	1 year	2 years	4 years	6 years	8 years
Annual			\$92,851.23	\$94,923.82	\$96,996.39	\$99,068.97	\$101,141.53	\$103,214.10
Bi-Weekly			\$3,571.20	\$3,650.92	\$3,730.63	\$3,810.34	\$3,890.06	\$3,969.77
Hourly			\$44.64	\$45.64	\$46.63	\$47.63	\$48.63	\$49.62
OT			\$66.96	\$68.45	\$69.95	\$71.44	\$72.94	\$74.43
Holiday Total/Yr			\$6,204.96	\$6,343.47	\$6,481.97	\$6,620.47	\$6,758.98	\$6,897.48
TOTAL W/HOLIDAY			\$99,056.20	\$101,267.29	\$103,478.36	\$105,689.44	\$107,900.51	\$110,111.58
Bi-Weekly w/holiday			\$3,809.85	\$3,894.90	\$3,979.94	\$4,064.98	\$4,150.02	\$4,235.06
LIEUTENANTS			Entry	1 year	3 years			
Annual			\$107,194.61	\$109,521.28	\$111,875.60			
Bi-Weekly			\$4,122.87	\$4,212.36	\$4,302.91			
Hourly			\$51.54	\$52.65	\$53.79			
OT			\$77.30	\$78.98	\$80.68			
Holiday Total/Yr			\$7,163.49	\$7,318.97	\$7,476.30			
TOTAL W/HOLIDAY			\$114,358.10	\$116,840.25	\$119,351.90			
Bi-Weekly w/holiday			\$4,398.39	\$4,493.86	\$4,590.46			

APPENDIX J – Wage Table Effective May 1, 2016

Appendix J Wage Table Effective May 1, 2016								
1.5% Increase								
			Entry	1 year	2 years	4 years	6 years	8 years
SERGEANTS								
Annual			\$94,244.00	\$96,347.68	\$98,451.34	\$100,555.00	\$102,658.65	\$104,762.31
Bi-Weekly			\$3,624.77	\$3,705.68	\$3,786.59	\$3,867.50	\$3,948.41	\$4,029.32
Hourly			\$45.31	\$46.32	\$47.33	\$48.34	\$49.36	\$50.37
OT			\$67.96	\$69.48	\$71.00	\$72.52	\$74.03	\$75.55
Holiday Total/Yr			\$6,298.04	\$6,438.62	\$6,579.20	\$6,719.78	\$6,860.36	\$7,000.94
TOTAL W/HOLIDAY			\$100,542.04	\$102,786.30	\$105,030.54	\$107,274.78	\$109,519.01	\$111,763.26
Bi-Weekly w/holiday			\$3,867.00	\$3,953.32	\$4,039.64	\$4,125.95	\$4,212.27	\$4,298.59
LIEUTENANTS			Entry	1 year	3 years			
Annual			\$108,802.53	\$111,164.10	\$113,553.73			
Bi-Weekly			\$4,184.71	\$4,275.54	\$4,367.45			
Hourly			\$52.31	\$53.44	\$54.59			
OT			\$78.46	\$80.17	\$81.89			
Holiday Total/Yr			\$7,270.94	\$7,428.75	\$7,588.45			
TOTAL W/HOLIDAY			\$116,073.47	\$118,592.85	\$121,142.18			
Bi-Weekly w/holiday			\$4,464.36	\$4,561.26	\$4,659.31			

APPENDIX K – Wage Table Effective November 1, 2016

Appendix K Wage Table Effective November 1, 2016								
1% Increase								
SERGEANTS			Entry	1 year	2 years	4 years	6 years	8 years
Annual			\$95,186.44	\$97,311.15	\$99,435.85	\$101,560.55	\$103,685.24	\$105,809.94
Bi-Weekly			\$3,661.02	\$3,742.74	\$3,824.46	\$3,906.18	\$3,987.89	\$4,069.61
Hourly			\$45.76	\$46.78	\$47.81	\$48.83	\$49.85	\$50.87
OT			\$68.64	\$70.18	\$71.71	\$73.24	\$74.77	\$76.31
Holiday Total/Yr			\$6,361.02	\$6,503.00	\$6,644.99	\$6,786.98	\$6,928.97	\$7,070.95
TOTAL W/HOLIDAY			\$101,547.46	\$103,814.16	\$106,080.84	\$108,347.53	\$110,614.20	\$112,880.89
Bi-Weekly w/holiday			\$3,905.67	\$3,992.85	\$4,080.03	\$4,167.21	\$4,254.39	\$4,341.57
LIEUTENANTS			Entry	1 year	3 years			
Annual			\$109,890.56	\$112,275.74	\$114,689.27			
Bi-Weekly			\$4,226.56	\$4,318.30	\$4,411.13			
Hourly			\$52.83	\$53.98	\$55.14			
OT			\$79.25	\$80.97	\$82.71			
Holiday Total/Yr			\$7,343.65	\$7,503.04	\$7,664.33			
TOTAL W/HOLIDAY			\$117,234.21	\$119,778.78	\$122,353.60			
Bi-Weekly w/holiday			\$4,509.01	\$4,606.88	\$4,705.91			
*In addition to the wage increase provided above, the City has agreed, as consideration for a change in sick leave buyback for new hires, to add a 0.5% equity adjustment to base.								
.5% Increase								
SERGEANTS			Entry	1 year	2 years	4 years	6 years	8 years
Annual			\$95,662.38	\$97,797.71	\$99,933.03	\$102,068.35	\$104,203.67	\$106,338.99
Bi-Weekly			\$3,679.32	\$3,761.45	\$3,843.58	\$3,925.71	\$4,007.83	\$4,089.96
Hourly			\$45.99	\$47.02	\$48.04	\$49.07	\$50.10	\$51.12
OT			\$68.99	\$70.53	\$72.07	\$73.61	\$75.15	\$76.69
Holiday Total/Yr			\$6,392.82	\$6,535.52	\$6,678.22	\$6,820.91	\$6,963.61	\$7,106.31
TOTAL W/HOLIDAY			\$102,055.20	\$104,333.23	\$106,611.25	\$108,889.27	\$111,167.28	\$113,445.29
Bi-Weekly w/holiday			\$3,925.20	\$4,012.82	\$4,100.43	\$4,188.05	\$4,275.66	\$4,363.28
LIEUTENANTS			Entry	1 year	3 years			
Annual			\$110,440.01	\$112,837.12	\$115,262.71			
Bi-Weekly			\$4,247.69	\$4,339.89	\$4,433.18			
Hourly			\$53.10	\$54.25	\$55.41			
OT			\$79.64	\$81.37	\$83.12			
Holiday Total/Yr			\$7,380.37	\$7,540.56	\$7,702.65			
TOTAL W/HOLIDAY			\$117,820.38	\$120,377.68	\$122,965.37			
Bi-Weekly w/holiday			\$4,531.55	\$4,629.91	\$4,729.44			

GLOSSARY

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chiefs absence.

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

Human Resource Director includes the appropriate designee in the Director's absence.

His/He/Him includes both male and female officers.

Union President includes the appropriate designee in the President's absence.

City means the City of Bloomington, Illinois.

Union means the Policemen's Benevolent Labor Committee.

Employee means any Sergeant or Lieutenant employed by the City excluding the Chief of Police and Assistant Chiefs of Police.

CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving a Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services to relating to Americans with Disabilities Act (ADA) compliance at the US Cellular Coliseum, (RFQ 2016-04).

RECOMMENDATION/MOTION: That the Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services relating to Americans with Disabilities Act (ADA) compliance at the US Cellular Coliseum in the amount of \$75,000.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure & Facilities.

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

BACKGROUND: The City is undergoing work at the U.S. Cellular Coliseum to address various ADA issues. Specifically, external review and design services are needed for the sidewalks and ramps on the north, east and south sides of the Coliseum, as well as a survey of an interior ramp and evaluation of the survey results relative to ADA standards and design of necessary changes.

At the March 14, 2016 Meeting, Council adopted resolution 2016-10 (A Resolution Establishing the Firms in General Architectural, Engineering and Land Surveying that are Deemed to be the Most Qualified to Perform Services to the City for a Three-Year Period, with the Option for Requalification for Two Additional One-Year Periods). The Farnsworth Group was listed as one of the most qualified firms in the Land Survey category, as a key service of the project as described above.

Based on the Farnsworth Group's selection under RFQ 2016-04 and their previous successful projects with the City, their firm was asked to submit a proposal for this project. For this specific project, as outlined above, the Farnsworth Group was deemed to be the most qualified and best fit for the work out of the pre-qualified firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016. This issue has also been discussed with the Illinois Attorney General's Office, VenuWorks and the Bloomington Thunder Hockey.

FINANCIAL IMPACT: This is an emergency and mandated expense that is not in the budget.

This expense will be charged to the City Coliseum – Other Professional & Technical Services account (57107110-70220). It is possible that the rollup groups will be able to cover the additional cost but if needed, a budget amendment will be processed in the future.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager

Reviewed by: Steve Rasmussen, Assistant 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:

- Sidewalk ADA Issues Map
- Professional Services Agreement with the Farnsworth Group

Motion: That the Professional Services Contract with the Farnsworth Group for Professional Engineering and Land Surveying Services relating to Americans with Disabilities Act (ADA) compliance at the US Cellular Coliseum in the amount of \$75,000.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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



AGREEMENT FOR PROFESSIONAL SERVICES COMBINED HOURLY CHARGES AND LUMP SUM

This Agreement is effective this 16th day of August in the year 2016, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, Illinois 61701 and City of Bloomington, Illinois, hereinafter referred to as CLIENT, of 109 E. Olive St., Bloomington, Illinois 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "U.S. Cellular Coliseum Accessibility Improvements" hereinafter referred to as PROJECT.

The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

PROJECT BACKGROUND

The Illinois Attorney General (IAG) has issued to the City of Bloomington a notice to resolve several accessibility issues at the City of Bloomington's U.S. Cellular Coliseum. The City of Bloomington must submit plans for the resolution to these issues for IAG review no later than November 30, 2016. The project site issues were reviewed with the CLIENT during an initial site visit.

ENGINEERING SERVICES – TASK 1 – Design Phase Services

The following engineering services will be provided by FARNSWORTH GROUP:

1. Topographic Survey: Conduct a detailed topographic survey of each area identified in the IAG notice. Set necessary control points and benchmarks to be used during future construction activities.
2. Slope Compliance Analyses: Analyze topographic survey data to validate IAG issues. If any of the IAG claims are determined to be inaccurate, prepare exhibits demonstrating the surveyed conditions with applicable explanation of discrepancy.
3. Preparation of Plans & Specifications: For confirmed IAG complaint issues, prepare engineering plans and specifications for the remediation of the complaint item. Prepare technical specifications for the work for CLIENT's use in procurement. Incorporate CLIENT comments and revisions in documents as necessary.
4. Engineer's Cost Estimate: Provide an opinion of probable cost for CLIENT's use in budgeting for the construction of the work.

5. Construction Schedule Estimate: Provide an estimate of construction time necessary to construct the improvements for CLIENT's planning purposes.
6. Design Review Submissions: Meet with CLIENT up to three (3) times for the review of plans and specifications and general project coordination items.
7. Council Meetings: Attend one (1) City of Bloomington Council meeting to present project and answer questions.
8. Applicable Code & Regulation Compliance: Prepare all engineering plans and specifications in compliance with applicable codes and regulations.

TASK 1 services are estimated to be completed by October 31, 2016.

ENGINEERING SERVICES – TASK 2 – Construction Phase Services

The following engineering services will be provided by FARNSWORTH GROUP:

1. Bidding assistance to CLIENT such as:
 - a. Plan Set distribution,
 - b. Attendance at a pre-bid meeting,
 - c. Providing interpretation to bidder questions,
 - d. Bid submittal review and recommendation.
2. Construction Staking: Provide construction staking services for the layout of the proposed improvements. Provide benchmarks and control points for Contractor's use.
3. Post Construction Survey: Conduct a post-construction topographical survey of the constructed improvements to determine compliance with applicable accessibility standards.
4. Record Drawings: Provide construction record drawings from post construction survey for CLIENT's records. Record drawings will be delivered via electronic means in PDF format.

TASK 2 services are estimated to be completed through November 2017.

ENGINEERING SERVICES – TASK 3 – Additional Services

As directed by CLIENT, additional design services may be requested to address other improvements to take advantage of construction efficiencies while performing other required improvements.

CLIENT RESPONSIBILITIES

CLIENT will perform or provide the following:

1. Make available digital files of aerial photographs, contours, and basic topography from the McLean County G.I.S. data.
2. Copies of record drawings the City may have on file for existing facility.
3. Attend design meetings to be held at local City offices. During each meeting, key elements of the project shall be identified including progress, schedule, submittal review, value engineering options and other design issues.

COMPENSATION

CLIENT agrees to compensate FARNSWORTH GROUP for providing the above services and expenses on the following basis:

TASK 1 - On the basis of Lump Sum Basis as further delineated below, plus expenses incurred if not included in the Lump Sum fee (such expenses will be charged in accordance with the Schedule of Charges annually adopted by FARNSWORTH GROUP):

Total Cost Plus to a Maximum fee: **\$40,000**

Total estimated expenses \$0

Total Lump Sum fee plus estimated expenses **\$40,000.**

TASK 2 - On the basis of Hourly Charges as further delineated below in accordance with the Schedule of Charges annually adopted by FARNSWORTH GROUP. Fee to be revisited after actual scope of construction is determined. Phase 2 services shall not exceed this amount without prior notification to CLIENT.

Total estimated fee of **\$27,000.**

TASK 3 - On the basis of Hourly Charges as further delineated below in accordance with the Schedule of Charges annually adopted by FARNSWORTH GROUP. Fee to be revisited after actual scope of construction is determined. Phase 3 services shall not exceed this amount without prior notification to CLIENT.

Total estimated fee of **\$8,000.**

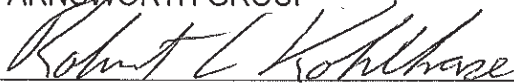
The estimated total Combined Hourly Charges and Lump Sum fee for FARNSWORTH GROUP's services and expenses on the PROJECT is **\$75,000.**

The attached current Schedule of Charges is incorporated into and made a part of this Agreement.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP


Signature

Robert C. Kohlhasse
Typed Name

Principal
Title

8/16/16
Date


Witness Signature (if required)

Steve Myers, PE
Typed Name

Principal
Title

8/16/16
Date

Robert C. Kohlhasse
Principal Contact Typed Name

rkohlhasse@f-w.com
Contact Information (e-mail, phone, etc.)

City of Bloomington
CLIENT

Signature

David Hales
Typed Name

City Manager
Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)



Schedule of Charges - January 1, 2016

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 67.00
Engineering Intern I	\$ 105.00
Engineering Intern II	\$ 115.00
Engineer/Land Surveyor.....	\$ 126.00
Senior Engineer/Senior Land Surveyor.....	\$ 132.00
Project Engineer/Project Land Surveyor	\$ 145.00
Senior Project Engineer/Senior Project Land Surveyor	\$ 162.00
Engineering Manager/Land Surveying Manager.....	\$ 181.00
Senior Engineering Manager/Senior Land Surveying Manager.....	\$ 192.00
Principal/Vice President.....	\$ 199.00

Technical Staff

Technician I	\$ 69.00
Technician II	\$ 92.00
Senior Technician	\$ 102.00
Chief Technician	\$ 117.00
Designer/Computer Specialist/Lead Technician	\$ 127.00
Senior Designer	\$ 132.00
Project Designer/Project Technician	\$ 140.00
Senior Project Designer/Systems Integration Manager	\$ 158.00
Design Manager/Government Affairs Manager.....	\$ 170.00
Technical Manager	\$ 179.00
Senior Technical Manager.....	\$ 192.00

Architecture/Landscape Architecture/Interior Design Professional Staff

Designer I	\$ 95.00
Senior Interior Designer/Designer II	\$ 105.00
Architect/Designer III/Project Coordinator	\$ 119.00
Senior Architect/Senior Project Coordinator.....	\$ 127.00
Project Architect/Project Manager	\$ 138.00
Senior Project Architect/Senior Project Manager	\$ 152.00
Architectural Manager.....	\$ 162.00
Senior Architectural Manager	\$ 170.00
Principal – Architecture.....	\$ 193.00

Units

Overtime, If Required by Client – Non-Exempt Employees Only	1.25xbilling rate
Expert Testimony.....	2xbilling rate
Per diem	\$51.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle	\$13.00/hr
Automobile mileage	\$0.57/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each).....	\$22.00/hr
Utility Locator/Robotic Total Station	\$22.00/hr
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2017 UNLESS NOTIFIED



GENERAL CONDITIONS
As modified for City of Bloomington Contracts per July 27, 2015
Communication with City Corporate Counsel Jeff Jurgens

Date: August 16, 2016

Client: City of Bloomington

Project: US Cellular Coliseum Sidewalk and Ramp Improvements

riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights 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.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. 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 the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP 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 GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

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.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

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.

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

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes,

FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, except for cause, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, 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 PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

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 reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP. Nothing herein, however, shall limit the CLIENTS'S right to use the documents for municipal purpose, including but not limited to the CLINET'S'S right

to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

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 GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable, but in no case less than \$2,000,000 per occurrence. Certificates of insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to

the limits of FARNSWORTH GROUP'S applicable insurance limits—fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 45 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

Contingency Fund: CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the

services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all any of CLIENT'S utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering CLIENT controlled utilities or other of CLIENT'S man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are

encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such reasonable measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage

Professional Services Agreement - General Conditions

predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adopting an Ordinance approving a Petition from MM Bowers, Inc., Thomas Thoennes, and Scott Burke, for a final plat for Resubdivision of Lot 41 Towanda Barnes Business Park 19th Addition, located East of Ekstam Drive and south of Cornelius Drive.

RECOMMENDATION/MOTION: That the Ordinance be passed approving the expedited final plat for Resubdivision of Lot 41 Towanda Barnes Business Park 19th Addition and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 3 Grow the Local Economy

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

BACKGROUND: This final plat consists of two lots located south of Wicker Road. The zoning in this area is B-1 Highway Business District.

The proposed final plat splits lot 41 into two lots to form Lots 50 and 51. This is being done to facilitate the construction of the Bloomington Tennis Center. The Tennis Center is to be constructed on the adjacent Lot 40 as well as the proposed Lot 51.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and City staff has no objections to the plan. There are no easements between Lot 40 and the proposed Lot 51; No easement vacation is necessary for this final plat.

This final plat qualifies for submission under the Expedited Final Plat submission process, Chapter 24, Section 3.5.6 of the Bloomington City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: MM Bowers, Inc., Thomas Thoennes, and Scott Burke

FINANCIAL IMPACT: None. All survey and plat costs were paid by MM Bowers, Inc., Thomas Thoennes, and Scott Burke

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis P.E., Civil Engineer I

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

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

Legal review by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Attachment 1 - Petition
- Attachment 2 - Ordinance for final plat and easement vacation
- Attachment 3 - Legal Description
- Attachment 4 - School District Certificate
- Attachment 5 - County Clerk's Certificate
- Attachment 6 - Owner's Certificate
- Attachment 7 - Drainage Statement
- Attachment 8 - Final Plat Checklist
- Attachment 9 - Council Map and Final Plat
- Attachment 10 - Request for Preliminary Plan Waiver Letter

Motion: That the Ordinance be passed approving the expedited final plat for Resubdivision of Lot 41 Towanda Barnes Business Park 19th Addition and that the Mayor and City Clerk be authorized to sign the necessary documents.

Motion: _____

Seconded by: _____

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

State of Illinois)
)ss.
County of McLean)

Now comes MM Bowers, Inc., Thomas Thoennes, and Scott Burke, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

- WHEREFORE, your petitioner respectfully prays that said Final Plat for Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park submitted herewith be approved as requested herein.

MM Bowers, Inc., Owner,

Mark Bowers, President

Thomas Thoennes, Owner

Scott Burke, Owner

ORDINANCE NO. 2016 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF RESUBDIVISION OF
LOT 41 NINETEENTH ADDITION TO TOWANDA BARNES BUSINESS PARK**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

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

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

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

1. That the Final Plat of Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park dated July 29, 2016, is hereby approved;
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED THIS 26th DAY OF SEPTEMBER 2016.

APPROVED THIS __ DAY OF SEPTEMBER 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporate Counsel

LEGAL DESCRIPTION

Lots 50 and 51 in the Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park, a part of the Northeast Quarter of Section 7, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois

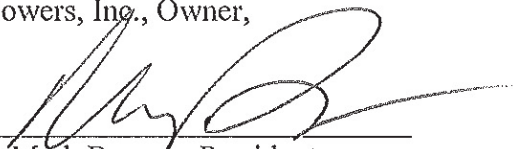
SCHOOL DISTRICT CERTIFICATE

This is to certify that the property herein described in the Surveyor's Certificate, which will be known as Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

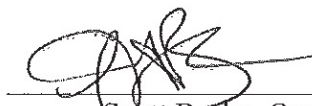
Dated this 29th day of August, 2016.

MM Bowers, Inc., Owner,

BY:


Mark Bowers, President

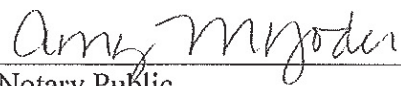

Thomas Thoennes, Owner

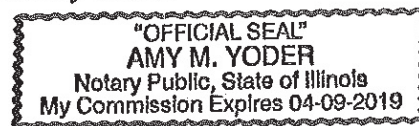

Scott Burke, Owner

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark Bowers, Thomas Thoennes, and Scott Burke, personally known to be the same person whose name is subscribed to the foregoing school district certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 29th day of August, 2016.


Notary Public



COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on the 29 day of August, 2016, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

22-07-200-064

Kathy Michael

County Clerk, McLean County, Illinois

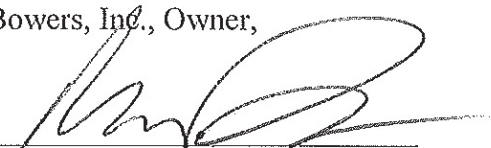
OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

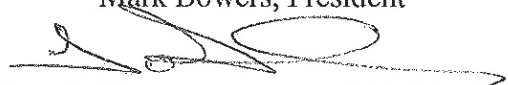
KNOW ALL MEN BY THESE PRESENTS, That the undersigned, hereby certifies that it is the owner of all the premises embodied in the attached Plat of Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park, to the City of Bloomington, McLean County, Illinois, and that it has caused said Plat to be made and that it is a true and correct plat of Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes those areas shown for same on the Plat.

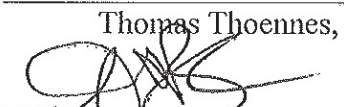
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 24th day of August, 2016.

MM Bowers, Inc., Owner,

BY: 

Mark Bowers, President

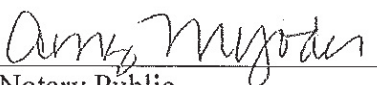
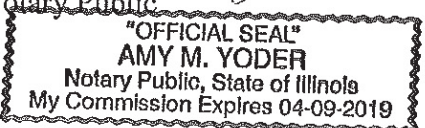

Thomas Thoennes, Owner


Scott Burke, Owner

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark Bowers, Thomas Thoennes, and Scott Burke, personally known to be the same person whose name is subscribed to the foregoing owner's certificate, appeared before me this day, in person, and acknowledged the execution of this statement as his free and voluntary act.

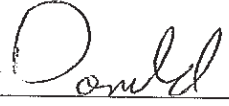
Given under my hand and notarial seal this 24th day of August, 2016.


Notary Public


DRAINAGE STATEMENT

I, Donald L. Adams, Registered Professional Engineer, and Thomas Thoennes and Scott Burke and MM Bowers, Inc., being the owners of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park", in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.

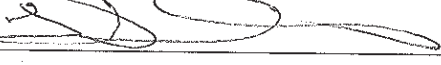


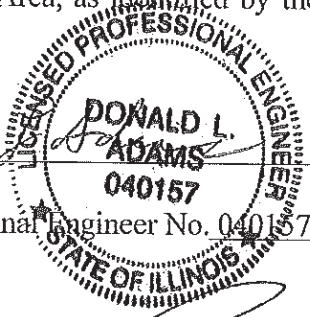
Registered Professional Engineer No. 040157

OWNERS: _____

BY:  _____

X  _____

X  _____





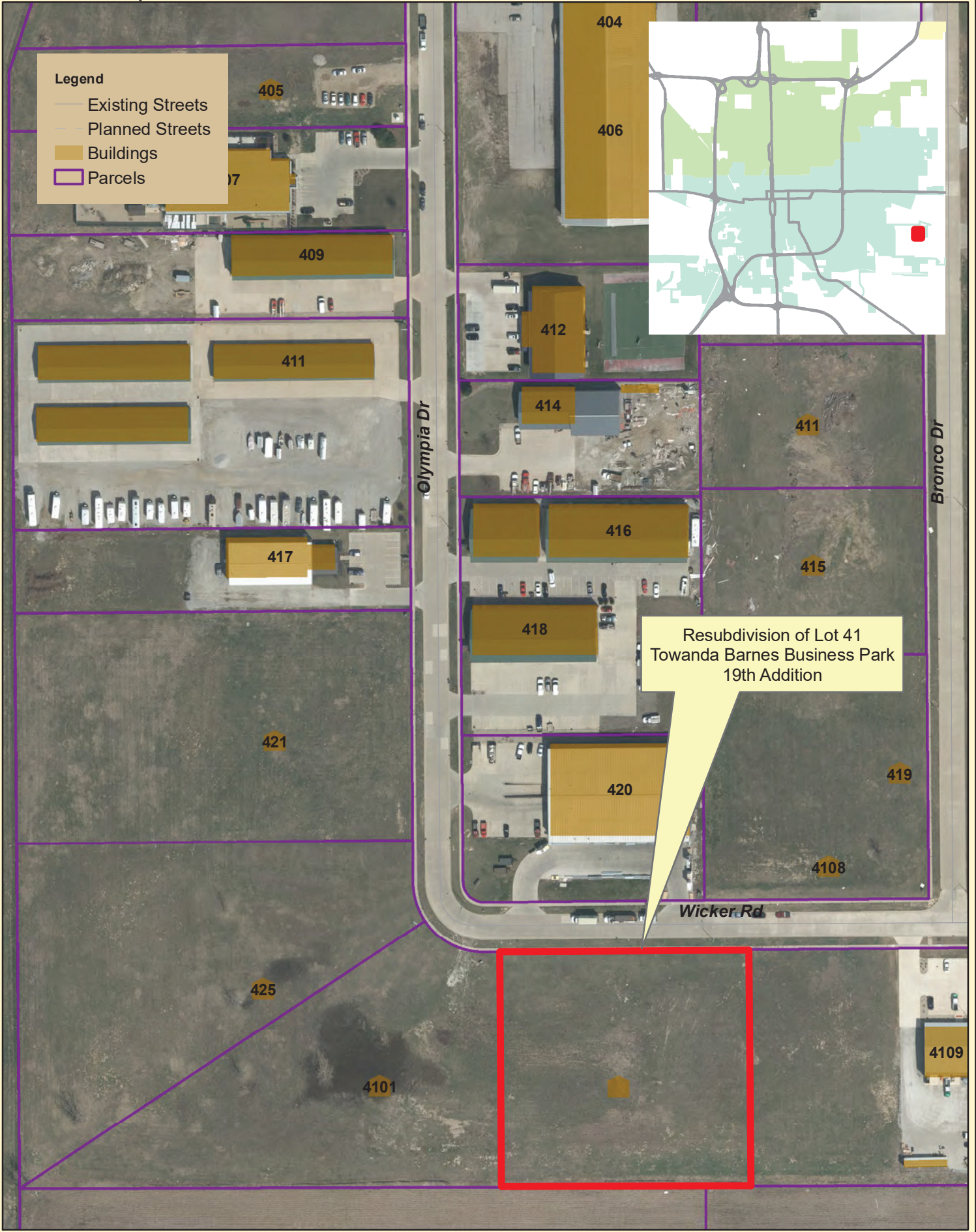
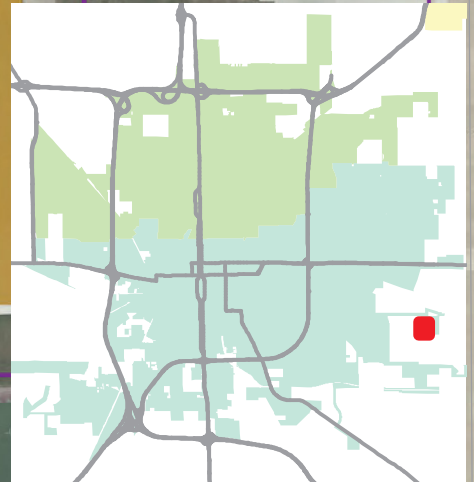
Resubdivision of Lot 41 Towanda Barnes Business Park 19th Addition

Date Prepared: 09/12/16	
Shown on Final Plat:	Initial
Easements shown for all public improvements	TJM
City Engineer's Signature Block	TJM
Clerk's Signature Block	TJM
Areas or facilities to be dedicated to the public	N/A
Railroad Right of Ways	N/A
Subdivision Boundaries	TJM
References to nearest street lines, Township, Sections lines, or monuments.	TJM
Name of Subdivision	TJM
Legal Description	TJM
Existing Parcel Id Number (PIN)	TJM
Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
Total Acreage	TJM
Street Names	TJM
Proposed Lot numbers (consecutively numbered)	TJM
Front Yard Setbacks	TJM
The following shall be provided:	
School District Certificate	TJM
County Clerk's Certificate	TJM
Owner's Certificate	TJM
Drainage Statement	TJM
Owner's Petition	TJM
Ordinance	TJM
Utility Company Signoffs	N/A
Digital PDF Submittal provided to Public Works	
Digital CAD format submittal provided to Public Works	
2 Mylar Copies	
12 Paper Copies	
The following requirements shall be met:	
Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	In Process
Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
Final Plat is signed by IL licensed surveyor	TJM
Plans for all public improvements approved by Public Works	N/A



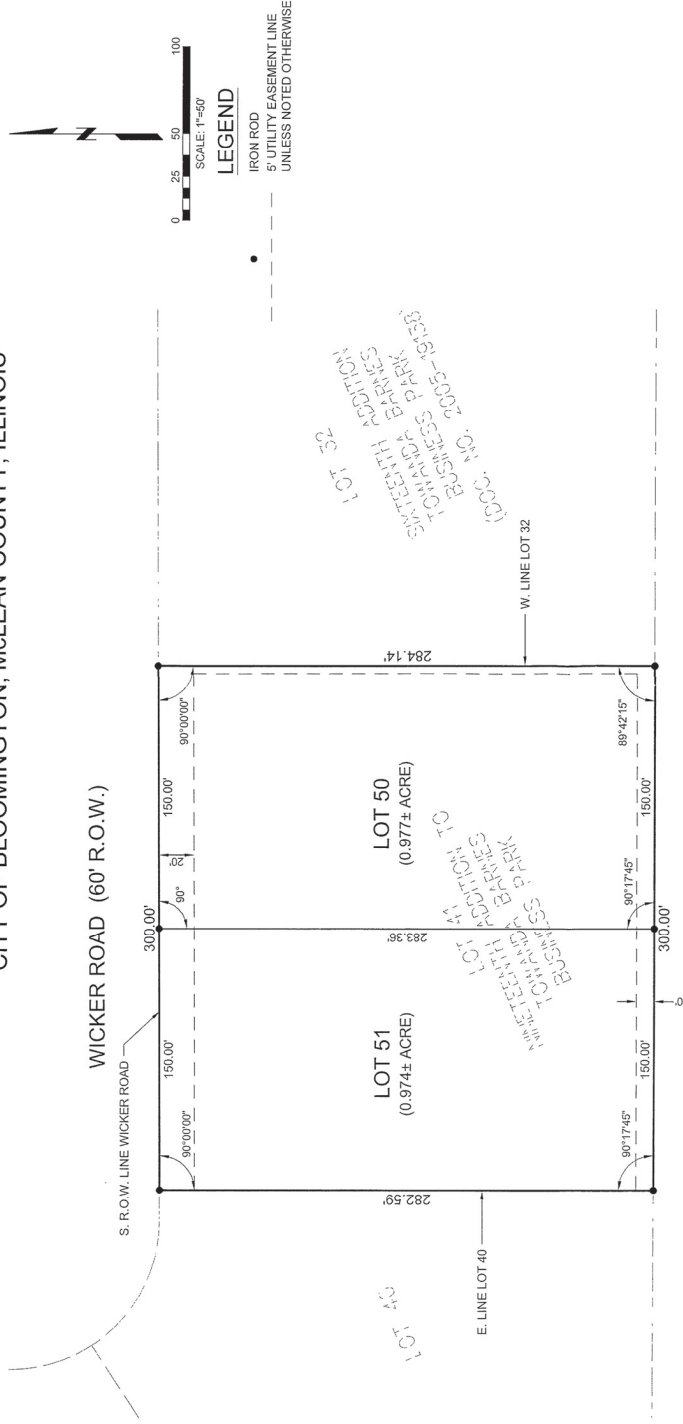
Legend

- Existing Streets
- Planned Streets
- Buildings
- Parcels



RESUBDIVISION OF LOT 41 NINETEENTH ADDITION TO TOWANDA BARNES BUSINESS PARK

PART OF NE 1/4 SECTION 7, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park", presented, passed and approved at a regular meeting of said City Council, held on the _____ day of _____, 2016, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2016.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification thereon meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2016.

City Engineer
Bloomington, Illinois

SURVEYOR'S DECLARATION

The following described property has been surveyed and platted under my direction:

Lot 41 in the Nineteenth Addition to Towanda Barnes Business Park in the City of Bloomington, according to the Plat recorded June 14, 2007 as Document No. 2007-19254, in McLean County, Illinois.

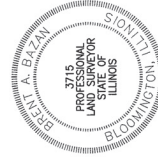
Said property contains 1.951 acres, more or less.

This property has been subdivided into 2 lots, numbered 50 and 51 and easement as shown. Said Subdivision is to be known as "Resubdivision of Lot 41 Nineteenth Addition to Towanda Barnes Business Park" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0510E1, revised July 16, 2006.

PIN 22-07-200-064

Witness my hand and seal this 29th day of July, 2016.



FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715

DATE: 7-29-16
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION
NO. 184-001656

N.E. 1/4 SEC. 7, T.23N, R.3E, 3P.M.



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@fw.com

www.fw.com
Engineers | Architects | Surveyors | Scientists
ISSUE: # Date: Description:

PROJECT:
RESUBDIVISION OF LOT 41
NINETEENTH ADDITION TO
TOWANDA BARNES
BUSINESS PARK

BLOOMINGTON, ILLINOIS
Date: 07-29-16
Design/Drawn: DJM
Reviewed:
Book No.: Field:
Project No.: 0161095.00
SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.:

18-2153

September 19, 2016

Ms. Renee Gooderham, Records and Information Manager
Bloomington City Clerk
Bloomington City Hall
109 E. Olive Street
Bloomington, IL 61704

Subject: Towanda Barnes Business Park Resubdivision
Request for Waiver of Preliminary Plan

The Developer respectfully requests a waiver of the preliminary plan, submission, review, and approval process pursuant to Chapter 24, Sec. 3.5.6(b)(1) of the Bloomington City Code. The reason is, in order to qualify for the expedited final plat process. The Resubdivision divides Lot 41 in the Nineteenth Addition to Towanda Barnes Business Park into 2 lots. The western portion to be used as part of a new development project.

Very truly yours,

FARNSWORTH GROUP, INC.



Brent A. Bazan
PLS

cc: Tony Meizelis - COB Engineering
Mark Bowers - Developer

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adoption of an ordinance approving the petition to rezone 827 W. Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District.

RECOMMENDATION/MOTION: That an ordinance approving the petition to rezone 827 W. Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4: Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective c. Preservation of property/home valuations; Objective f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: 827 W. Jackson Street (approximately 7,375 square feet) is located near the corner of West Jackson Street and Morris Avenue. It is currently zoned C-2, Neighborhood Shopping District but is used as single family home, a legal nonconforming use in the C-2 District. To the west, the subject property is bordered by two lots with the C-2 zoning. These lots are 829 W. Jackson and 833 W. Jackson and are currently used as a duplex (legal nonconforming) and a vacant building, respectively. 829 W. Jackson is also petitioning to have the zoning changed to R-1C, Single Family Residential.

The subject property is contiguous to the R-1C Zoning District and is compatible with neighboring zoning districts and uses. The property meets the bulk requirements of the R-1C district where single family homes are permitted by right. Rezoning would eliminate the nonconforming use. The Comprehensive Plan 2035 identifies the need for an adequate supply of housing in Bloomington. Rezoning this property to R-1C would bring the current use into conformance with the Code, decreasing potential barriers to financing created by the nonconforming status.

The rezoning of this property and the neighboring parcel, 829 W. Jackson, would not be severely detrimental to the intention of the current zoning and encouraging economic development on Bloomington's Westside. The corner lot (833 W. Jackson) would remain C-2 and could be developed with a use contemplated in the C-2 District that complements the surrounding uses and provides value for neighboring resident. Additionally, there are already commercial pockets along Morris Ave, particularly where it intersects with more frequently traveled roads like Wood Street and Washington Street.

PLANNING COMMISSION: This petition went before the Planning Commission for a public hearing on Wednesday, August 24, 2016. No citizens spoke in favor of the case; no one spoke in

opposition. The Planning Commission recommended by a vote of 5-0-1 (5 in favor, none opposed, and 1 present) that Council approve the rezoning of 827 W. Jackson Street.

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 122 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: No change to the property is proposed. No immediate nor significant change in financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
- Petition
- All referenced zoning uses list in R-1C
- Zoning map
- Planning Commission Minutes for 8.24.16
- Staff Report to Planning Commission for 8.24.16
- Route Slip-Zoning Map Amendment (Rezoning)
- Legal Discription

Motion: That an ordinance approving the petition to rezone 827 W. Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016 - _____

**AN ORDINANCE REZONING 827 WEST JACKSON FROM C-2 to R-1C, SINGLE
FAMILY RESIDENTIAL 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(s) "A", incorporated herein by reference; 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, pray:

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

1. That the premises hereinafter described in Exhibit(s) "A", incorporated herein by reference, shall be and the same are hereby rezoned from "C-2", Neighborhood Shopping District to "R-1C", Single Family Residential 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 26th day of September, 2016.

APPROVED this _____ day of _____, 2016.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Jeffrey Jurgens
Corporate Counsel

EXHIBIT "A"

(Legal Description)

2E E59' 4 OWNERS SUBDIVISION S END LOT 5 WADDLES SUBDIVISION LOT 7
SUBDIVISION S, ½ 5-23;

PIN: 21-05-478-024

ROUTE SLIP – ZONING MAP AMENDMENT (REZONING)

Date Received

8/2/14

For Council of

9/24/14

Petitioner: Rebecca Schurr

Property Located at: 827 W Jackson

Attorney:

Peggy Donaldson

Atty. Phone:

838-8851

Petitioner/Atty. Address: www.peggydonaldson.snyderre.com

Email: _____

DOCUMENTS SUBMITTED:

Yes

No

1. Petition

✓

3. Legal Description

✓

4. \$125 Filing Fee

✓

5. Electronic copies of Pet. Ord. & Legal

N/A

5. Date 15 day notice Published _____ Date sent to newspaper _____

6. Publication fee of \$ _____ billed on _____ paid on _____

PROCESSING OF PETITION:

1. Documents reviewed by Development Committee: _____

2. Public hearing – Planning Commission of: 8/24/14

3. Date of Council Meeting: _____

Notes: _____

It is being respectfully requested that the property at 829 W. Jackson and 827 W. Jackson be rezoned from C-2 Neighborhood Shopping District to R-1C. Both properties have been residential properties and to our knowledge have never operated as a small business. Keeping these properties as C-2 Neighborhood Shopping District is a detriment to the owners and will ultimately reduce value in these properties. Financing for someone to purchase the property cannot be done as these properties could not be rebuilt if 50% were to be destroyed as they are in a C-2 Neighborhood Shopping District.

The trustees for Harlan Babbitt who are responsible for 829 W. Jackson had their property on the market and do have an accepted agreement for the purchase of this property. However as it stands with the current zoning of C-2, the bank will not approve financing for the buyer.

Peg Donaldson and Karen Staley-Landers

Realtors BHHS Snyder Real Estate

827 W. Jackson St.
Bloomington, IL 61701

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 Rebecca Schurr, herein-
after referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) 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 (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of C-2 Neighborhood 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 petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R-1C 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(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) 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 C2 - R-1C.

Respectfully submitted,

By: Rebecca Schun

Legal Description

2E E59' 4 Owners Subdivision S End Lot 5 Waddles Subdivision Lot 7 Subdivision S, 1/2 5 23;
common address 827 W. Jackson St.

PIN: 45-21-05-478-024

Permitted Uses in the R-1C District	
Agency-Operated Family Homes	P
Agriculture	P
Cemeteries	S
Churches, Synagogues, Temples	S
Columbarium	S
Country Clubs, Golf Clubs	S
Day Care Centers	S
Dwellings, Single-Family	P
Dwellings, Two-Family	S
Electricity Regulating Substations	P
Flammable Liquid Pipelines	P
Forestry	P
Gas Regulatory Stations	P
Golf Courses - Not Miniature Golf	S
Group Homes for Parolees	S
Group Homes for Parolees	S
Irrigation Channels	P
Non-hazardous Storage, College/University	S
Non-residential College/Univer.Student Clubs & Assoc.	S
Nursery Schools	S
Offices, College/University	S
Parking Lot, College/University	S
Parking Lot, Noncommercial	S
Parks, Playgrounds, Aboretums	P
Police Stations, Fire Stations	P
Postal Services	P
Pre-Schools	S
Religious Education Facility	S
Sewage Lift Stations	P
Swimming Pools	S
Telecommunication Antenna Facilities	S
Telephone Exchange Substations	S
Utility Conduits, Lines, Pipelines	P
Water Pressure Control Stations	P
Water Purification Plants	P
Water Storage Reservoirs	P



827 W Jackson Street-Zoning View



DRAFT MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, AUGUST 24, 2016, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Boyd, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Chairman Stanczak

MEMBERS ABSENT: Mr. Balmer, Mr. Sues

OTHERS PRESENT: Mr. George Boyle, City Attorney; Tom Dabareiner, Community Development Director

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:06 P.M.

ROLL CALL: Mr. Dabareiner called the roll. With six in attendance, a quorum was present.

PUBLIC COMMENT: There being no public comments the Commission moved on to approval of the minutes.

MINUTES: The Commission reviewed the August 10, 2016 minutes. Mr. Pearson moved to approve the August 10, 2016 minutes; Mr. Boyd seconded the motion, which passed unanimously by a voice vote of 6-0.

ELECT ACTING CHAIR: Chairman Stanczak indicated he chose not to sit as chairman during the two cases before the Planning Commission today. Mr. Pearson was elected Acting Chairman unanimously.

REGULAR AGENDA:

Z-28-16 Public hearing, review and action on the petition submitted by Rebecca Schurr requesting the approval of a petition to rezone the property located 827 W Jackson Street from C-2, Neighborhood Shopping District, to R-1C, Single Family Residential District.

Acting Chairman Pearson introduced the case. Mr. Dabareiner presented the staff report and recommended in favor of the rezoning. He noted both cases today are similar because of they are neighboring properties with the same request, but he will present both cases separately so that certain differences can be called out. Mr. Dabareiner showed an aerial photo of the property, providing context within the neighborhood. He showed photos of the subject property and surrounding properties. He reviewed the standards for a rezoning and presented the affirmative case, adding that rezoning the property will eliminate a nonconforming use as is currently the case. He noted a few of the standards provide worse impacts on the neighborhood if the commercial use is retained.

No one spoke in favor or against. Acting Chairman Pearson closed the public hearing.

Mr. Scritchlow motioned to recommend approval of the rezoning; seconded by Mr. Protzman. The following votes were cast: Mr. Scritchlow —yes; Mr. Protzman —yes; Mr. Boyd—yes; Ms. Schubert—yes; Mr. Stanczak—present; Acting Chairman Pearson—yes. Motion **approved** 5-0.

OLD BUSINESS

None

NEW BUSINESS

None

ADJOURNMENT

Mr. Stanczak motioned to adjourn; seconded by Mr. Scritchlow, which passed unanimously by voice vote. The meeting was adjourned at 4:25 PM.

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
AUGUST 24, 2016**

SUBJECT:	TYPE:	SUBMITTED BY:
Z-28-16 827 W. Jackson Street	Rezone from C-2, Neighborhood Shopping District to R-1C, Single Family Residential	Katie Simpson City Planner

REQUEST

The petitioner is requesting to rezone the property located at 827 W. Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: Rebecca Schurr

LEGAL DESCRIPTION: 2E E59' 4 Owners Subdivision S End Lot 5 Waddles Subdivision Lot 7 Subdivision S, ½ 5 23.

PROPERTY INFORMATION

Existing Zoning: C-2 Neighborhood Shopping District
Existing Land Use: Single Family Home
Property Size: 59 X 125 (approximately 7,375 square feet)
PIN: 21-05-478-024

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single-Family Residential District
South: C-1, Office District
East: R-1C, Single-Family Residential District
West: C-2, Neighborhood Shopping District

Land Uses

Single and two family homes
Health Clinic
Single family homes
Duplex

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Photographs of adjacent sites

Project Description

The subject property is located at 827 W. Jackson Street, near the corner of W. Jackson and Morris Ave. The corner lot of W. Jackson and Morris Ave (833 W. Jackson) along with the next two lots to the east (829 and 827 W. Jackson) are zoned C-2, Neighborhood Shopping District. The property owners at both 827 and 829 W. Jackson are requesting to rezone the property to R-1C. The subject property is also contiguous to other R-1C properties on its north and east boundaries. The corner lot would remain as it is, zoned C-2.

The subject property is currently used a single family home, a legal nonconforming use in the C-2 District. The lot is approximately 7,375 square feet.. The lot meets the required lot width and bulk requirements of the R-1C district, where single family home is permitted by right. The property currently has ingress and egress, and utilities. Rezoning would eliminate the nonconforming use.

The Comprehensive Plan 2035 identifies the need for an adequate supply of housing in Bloomington. Rezoning this property to R-1C would bring the current use into conformance with the Code also decreasing potential barriers to financing created by the nonconforming status. The rezoning of this property and the neighboring parcel, 829 W. Jackson, would not be severely detrimental to the intention of the current zoning and encouraging economic development on Bloomington's Westside. The corner lot (833 W. Jackson) would remain C-2 and could be developed with a use contemplated in the C-2 District that complements the surrounding uses and provides value for neighboring resident. Additionally, there are already commercial pockets along Morris Ave, particularly where it intersects with more frequently traveled roads like Wood Street and Washington Street.

Compliance with the Comprehensive Plan

The R-1C district is intended to allow for higher densities of single family residences and duplexes. The Comprehensive plan identified housing as a top priority and ensuring the availability of safe, attractive and high quality housing as a goal. Rezoning these properties to R-1C allows the properties at 827 and 829 W. Jackson to comply with the City's Zoning Code.

Nearby Zoning and Land Uses

FINDINGS OF FACT

The Zoning Ordinance has "*Zoning Map Amendment Guidelines*" and by states, "*In making its legislative determination to zone or rezone property to a R-1C, Single Family Residential District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which lawfully occur on the property so zoned; the property exists as a single family home and has adequate utilities. The standard is met.*
2. *The adequacy of public services including police and fire protection and solid waste collection serving the property and the impact permitted uses would have upon these*

services; the property is currently served by public services, no change is anticipated. Irving Elementary School is located a few blocks east along with a number of churches. Additionally the property is adjacent to Immanuel Health Clinic. The standard is met.

3. *The extent to which the permitted uses will promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunities and a variety of housing types;* the proposed rezoning would permit a single family home on the property at 827 W. Jackson eliminating a legal nonconforming use. The standard is met.
4. *The extent of vacant properties in the vicinity that can be developed for uses compatible to those permitted in the district;* the property at 833 W. Jackson is currently vacant. It is zoned C-2 and could be developed as a service that serves neighboring residents. There are also a few vacant parcels in the neighborhood which could be developed into pocket parks to serve residents or additional housing stock. The R-1C zoning is compatible with vacant residences in the area.
5. *The impact of natural disasters, including flooding, would have upon permitted uses;* no changes to the use have been proposed and no change in impact is expected. The standard is met.
6. *The impact the proposed development would have upon the environment including noise, air and water pollution;* single and two family homes are less intense developments than uses allowed in the C-2 district. The property exists as a single family home. No change is expected. The standard is met.
7. *The potential impact existing or permitted uses in the vicinity would have upon uses authorized in the R-1C District and the impact such uses, if developed on the property would have upon existing uses in the vicinity;* the R-1C district is contiguous to the subject property. Surrounding uses are compatible with the R-1C district. The standard is met.
8. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137).* The Comprehensive Plan identifies affordable and available housing as a priority. The standard is met.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission pass a recommendation that City Council **approve** an ordinance rezoning the property located at 827 W. Jackson from C-2 Neighborhood Shopping District, to R-1C, Single Family Residential District.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

Agenda Item A.

1. Ordinance
2. Exhibit A-Legal Description
3. Petition
4. Aerial View
5. Zoning Map
6. List of Permitted Uses in the R-1C District
7. Neighborhood Notice List
8. Neighborhood Notice Location and Buffer Map

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adoption an ordinance approving the petition to rezone 829 W Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District.

RECOMMENDATION/MOTION: That an ordinance approving the petition to rezone 829 W Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4: Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective c. Preservation of property/home valuations; Objective f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: 829 W Jackson Street (approximately 5,450 square feet) is located near the corner of West Jackson Street and Morris Avenue. It is currently zoned C-2, Neighborhood Shopping District, but is used as a duplex family home, a legal nonconforming use in the C-2 District. To the west and the east, the subject property is bordered by lots with the C-2 zoning. These lots are 827 W. Jackson and 833 W. Jackson. 827 W. Jackson is currently used as a single family home, a legal nonconforming use in the C-2 district, and is also petitioning to have the zoning changed to R-1C, Single Family Residential. 833 W. Jackson is vacant and would remain zoned for commercial use.

The subject property is contiguous to the R-1C Zoning District and is compatible with surrounding zoning districts and uses. The property does not meet the bulk requirements of the R-1C district as it is smaller than the minimum lot width and lot size. However, R-1C is a more suitable zoning for this property, given the proximity to other residential uses, availability of public services and development trends in the area. Rezoning would also eliminate the nonconforming use status of the duplex. The Comprehensive Plan 2035 identifies the need for an adequate supply of housing in Bloomington. Rezoning this property to R-1C would bring the current use into conformance with the Code, decreasing potential barriers to financing created by the nonconforming status.

The rezoning of this property and the neighboring parcel, 827 W. Jackson, would not be severely detrimental to the intention of the current zoning and encouraging economic development on Bloomington's Westside. The corner lot (833 W. Jackson) would remain C-2 and could be developed with a use contemplated in the C-2 District that complements the surrounding uses and provides value for neighboring resident. Additionally, there are already commercial pockets along Morris Ave., particularly where it intersects with more frequently traveled roads like Wood Street and Washington Street.

PLANNING COMMISSION: This petition went before the Planning Commission for a public hearing on Wednesday, August 24, 2016. One person spoke in favor of the case; no one spoke in opposition. The Planning Commission recommended approval by vote (5-0-1) that council approve the rezoning of 829 W. Jackson Street.

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 122 property owners within 500 feet. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: No change to the property is proposed. No immediate nor significant change in financial impact is expected.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance
 - Petition
 - All referenced zoning uses list in R-1C
 - Zoning map
 - Planning Commission Minutes for 8.24.16
 - Staff Report to Planning Commission for 8.24.16
 - Route Slip-Zoning Map Amendment (Rezoning)
 - Legal Discription
-

Motion: That an ordinance approving the petition to rezone 829 W Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential District be adopted and that the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016 - _____

**AN ORDINANCE REZONING 829 WEST JACKSON FROM C-2 to R-1C, SINGLE
FAMILY RESIDENTIAL 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(s) "A", incorporated herein by reference; 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, pray:

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

1. That the premises hereinafter described in Exhibit(s) "A", incorporated herein by reference, shall be and the same are hereby rezoned from "C-2", Neighborhood Shopping District to "R-1C", Single Family Residential 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 26th day of September, 2016.

APPROVED this _____ day of _____, 2016.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Jeffrey Jurgens
Corporate Counsel

EXHIBIT "A"

(Legal Description)

OWNERS SUBDIVISION S END LOT 5 WADDLES SUBDIVISION LOT 7 SUBDIVISION
S, ½ 5-23-2E W50' E109' LOT4;

PIN: 21-05-478-023

ROUTE SLIP – ZONING MAP AMENDMENT (REZONING)

Date Received 8/2/14

For Council of 9/22/14

Petitioner: Patrick Bobbitt & Pam Hill Trustees of the Harlan Bobbitt Estate
Property Located at: 829 W Jackson St

Realtor/Attorney: Peg Donaldson Atty. Phone: 838-8851

Petitioner/Atty. Address: www.Peggydonaldson.snyderre.com

Email: _____

DOCUMENTS SUBMITTED:

	Yes	No
1. Petition	☒	☐
3. Legal Description	☒	☐
4. \$125 Filing Fee	☒	☐
5. Electronic copies of Pet. Ord. & Legal	<u>H/A</u>	☐
5. Date 15 day notice Published _____	Date sent to newspaper _____	
6. Publication fee of \$ _____	billed on _____	paid on _____

PROCESSING OF PETITION:

1. Documents reviewed by Development Committee: _____

2. Public hearing – Planning Commission of: 8/24/14

3. Date of Council Meeting: _____

Notes: _____

It is being respectfully requested that the property at 829 W. Jackson and 827 W. Jackson be rezoned from C-2 Neighborhood Shopping District to R-1C. Both properties have been residential properties and to our knowledge have never operated as a small business. Keeping these properties as C-2 Neighborhood Shopping District is a detriment to the owners and will ultimately reduce value in these properties. Financing for someone to purchase the property cannot be done as these properties could not be rebuilt if 50% were to be destroyed as they are in a C-2 Neighborhood Shopping District.

The trustees for Harlan Babbitt who are responsible for 829 W. Jackson had their property on the market and do have an accepted agreement for the purchase of this property. However as it stands with the current zoning of C-2, the bank will not approve financing for the buyer.

Peg Donaldson and Karen Staley-Landers

Realtors BHHS Snyder Real Estate

829 W. Jackson St.
Bloomington, IL
61701

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 Patrick Babbitt and Pam Hill
Trustees of The Harlan Babbitt Estate, herein-
after referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) 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 (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of C-2 Neighborhood Shopping 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 petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R-1C 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(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) 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 2 to R-1C.

Respectfully submitted,

By:

Pamela Klee Trustee

Legal Description

Owners Subdivision S End Lot 5 Waddles Subdivision Lot 7 Subdivision S1/2 5 23 2E W50' E109' 4; common address 829 W. Jackson St.

PIN: 45-21-05-478-023

Permitted Uses in the R-1C District	
Agency-Operated Family Homes	P
Agriculture	P
Cemeteries	S
Churches, Synagogues, Temples	S
Columbarium	S
Country Clubs, Golf Clubs	S
Day Care Centers	S
Dwellings, Single-Family	P
Dwellings, Two-Family	S
Electricity Regulating Substations	P
Flammable Liquid Pipelines	P
Forestry	P
Gas Regulatory Stations	P
Golf Courses - Not Miniature Golf	S
Group Homes for Parolees	S
Group Homes for Parolees	S
Irrigation Channels	P
Non-hazardous Storage, College/University	S
Non-residential College/Univer.Student Clubs & Assoc.	S
Nursery Schools	S
Offices, College/University	S
Parking Lot, College/University	S
Parking Lot, Noncommercial	S
Parks, Playgrounds, Aboretums	P
Police Stations, Fire Stations	P
Postal Services	P
Pre-Schools	S
Religious Education Facility	S
Sewage Lift Stations	P
Swimming Pools	S
Telecommunication Antenna Facilities	S
Telephone Exchange Substations	S
Utility Conduits, Lines, Pipelines	P
Water Pressure Control Stations	P
Water Purification Plants	P
Water Storage Reservoirs	P



829 W Jackson Street-Zoning View



DRAFT MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, AUGUST 24, 2016, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Boyd, Mr. Pearson, Mr. Protzman, Ms. Schubert, Mr. Scritchlow, Chairman Stanczak

MEMBERS ABSENT: Mr. Balmer, Mr. Suess

OTHERS PRESENT: Mr. George Boyle, City Attorney; Tom Dabareiner, Community Development Director

CALL TO ORDER: Chairman Stanczak called the meeting to order at 4:06 P.M.

ROLL CALL: Mr. Dabareiner called the roll. With six in attendance, a quorum was present.

PUBLIC COMMENT: There being no public comments the Commission moved on to approval of the minutes.

MINUTES: The Commission reviewed the August 10, 2016 minutes. Mr. Pearson moved to approve the August 10, 2016 minutes; Mr. Boyd seconded the motion, which passed unanimously by a voice vote of 6-0.

ELECT ACTING CHAIR: Chairman Stanczak indicated he chose not to sit as chairman during the two cases before the Planning Commission today. Mr. Pearson was elected Acting Chairman unanimously.

REGULAR AGENDA:

Z-29-16 Public hearing, review and action on the petition submitted by Patrick Babbitt and Pam Hill Trustees of the Harlan Babbitt Estate requesting the approval of a petition to rezone the property located 829 W Jackson Street from C-2, Neighborhood Shopping District, to R-1C, Single Family Residential District.

Acting Chairman Pearson introduced the case. Mr. Dabareiner presented the staff report and recommended in favor of the rezoning. He showed an aerial photo of the property and its neighborhood context, along with photos of the neighboring properties. He stated that the key difference here is staff's recommendation may have been in the negative without the property at 827 W. Jackson also seeking the same rezoning, as it would have split the C-2 with a residential designation. He noted this property is a duplex and would continue as a duplex. He reviewed the standards and provided an affirmative recommendation. Ms. Schubert noted a scrivener's error in the staff which referred to the 829 W. Jackson property as 827 W. Jackson.

Karen Stailey-Lander, realtor with Berkshire-Hathaway, representating the property owener, was sworn in. She added that there is an offer on this property and the buyer cannot get financing for the purchase without a rezoning.

There were no further comments or questions.

Mr. Boyd motioned to recommend approval of the rezoning; seconded by Ms. Schubert. The following votes were cast: Mr. Boyd—yes; Ms. Schubert—yes; Mr. Scritchlow —yes; Mr. Protzman —yes; Mr. Stanczak—present; Acting Chairman Pearson—yes. Motion **approved** 5-0.

OLD BUSINESS

None

NEW BUSINESS

None

ADJOURNMENT

Mr. Stanczak motioned to adjourn; seconded by Mr. Scritchlow, which passed unanimously by voice vote. The meeting was adjourned at 4:25 PM.

**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
AUGUST 24, 2016**

SUBJECT:	TYPE:	SUBMITTED BY:
Z-29-16 829 W. Jackson Street	Rezone from C-2, Neighborhood Shopping District to R-1C, Single Family Residential	Katie Simpson City Planner

REQUEST

The petitioner is requesting to rezone the property located at 827 W. Jackson Street from C-2, Neighborhood Shopping District to R-1C, Single Family Residential.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements.

GENERAL INFORMATION

Owner and Applicant: Patrick Babbitt and Pam Hill, Trustees of the Harlan Babbitt Estate

LEGAL DESCRIPTION: Owners Subdivision S End Lot 5 Waddles Subdivision Lot 7 Subdivision S, ½ 5-23-2E W50' E109' Lot 4

PROPERTY INFORMATION

Existing Zoning: C-2 Neighborhood Shopping District
Existing Land Use: Duplex
Property Size: 50 X 109 (approximately 5,450 square feet)
PIN: 21-05-478-023

Surrounding Zoning and Land Uses

Zoning

North: R-1C, Single-Family Residential District
South: C-1, Office District
East: C-2, Neighborhood Shopping District
West: C-2, Neighborhood Shopping District

Land Uses

Single and two family homes
Health Clinic
Single family homes
Vacant property, former sign store

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Photographs of adjacent sites

Project Description

The subject property is located at 829 W. Jackson Street, near the corner of W. Jackson and Morris Ave. The corner lot of W. Jackson and Morris Ave (833 W. Jackson) along with the subject property and the adjacent lot to the east (827 W. Jackson) are zoned C-2, Neighborhood Shopping District. The property owners at both 827 and 829 W. Jackson are requesting to rezone the property to R-1C. The subject property is also contiguous to other R-1C properties on its north boundary. The corner lot, which is currently vacant but was formerly used as retail, would remain zoned C-2.

The subject property has several issues with the City Code and is in nonconformance (as described below):

Property Characteristic	R-1C	C-2	Conformance
Use-Duplex	Permitted	Not permitted	Nonconforming in C-2
Minimum Lot Width-50 ft	50 ft required	No minimum	Conformance in R-1C & C-2
Minimum Lot size-5,450 sq ft	6,600 required	No minimum	Nonconforming lot in R-1C
Side yard-2 ft	6 ft	5 ft	Nonconforming in C-2 & R-1C

The subject property existed as a single family home and was remodeled into a duplex in 1982. The property currently has utilities, ingress and egress. Although the property is a nonconforming lot in the R-1C district, the R-1C zoning is more suitable given the lots proximity to other residential, the availability of public services and the development trend in the area.

The Comprehensive Plan 2035 identifies the need for an adequate supply of housing in Bloomington. Rezoning this property to R-1C would bring the current use into conformance with the Code also decreasing potential barriers to financing created by the nonconforming status. The rezoning of this property and the neighboring parcel 827 W. Jackson would not be severely detrimental to the intention of the current zoning and encouraging economic development on Bloomington's Westside. The corner lot (833 W. Jackson) would remain C-2 and could be developed with a use contemplated in the C-2 District that complements the surrounding uses and provides value for neighboring resident. Additionally, there are already commercial pockets along Morris Ave, particularly where it intersects with more frequently traveled roads like Wood Street and Washington Street.

Compliance with the Comprehensive Plan

The R-1C district is intended to allow for higher densities of single family residences and duplexes. The Comprehensive plan identified housing as a top priority and ensuring the availability of safe, attractive and high quality housing as a goal. Rezoning these properties to R-1C allows the properties at 827 and 829 W. Jackson to comply with the City's Zoning Code.

Nearby Zoning and Land Uses

FINDINGS OF FACT

The Zoning Ordinance has "Zoning Map Amendment Guidelines" and by states, "In making its legislative determination to zone or rezone property to a R-1C, Single Family Residential

District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:

1. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which lawfully occur on the property so zoned; the property exists as a duplex and has adequate utilities. The standard is met.*
2. *The adequacy of public services including police and fire protection and solid waste collection serving the property and the impact permitted uses would have upon these services; the property is currently served by public services, no change is anticipated. Irving Elementary School is located a few blocks east along with a number of churches. Additionally the property is adjacent to Immanuel Health Clinic. The standard is met.*
3. *The extent to which the permitted uses will promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunities and a variety of housing types; the proposed rezoning would permit a single family home on the property at 829 W. Jackson, a duplex would be allowed with a special use permit eliminating a legal nonconforming use. Nonetheless, the property could still be legally used as a single family in the R-1C District. The standard is met.*
4. *The extent of vacant properties in the vicinity that can be developed for uses compatible to those permitted in the district; the property at 833 W. Jackson is currently vacant. It is zoned C-2 and could be developed as a service that serves neighboring residents. There are also a few vacant parcels in the neighborhood which could be developed into pocket parks to serve residents or additional housing stock. The R-1C zoning is also be more compatible with vacant residences in the area.*
5. *The impact of natural disasters, including flooding, would have upon permitted uses; no changes to the use have been proposed and no change in impact is expected. The standard is met.*
6. *The impact the proposed development would have upon the environment including noise, air and water pollution; single and two family homes are less intense developments than uses allowed in the C-2 district. The property exists as a duplex. No change is expected. The standard is met.*
7. *The potential impact existing or permitted uses in the vicinity would have upon uses authorized in the R-1C District and the impact such uses, if developed on the property would have upon existing uses in the vicinity; the R-1C district is contiguous to the subject property. Surrounding uses are compatible with the R-1C district. The standard is met.*
8. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137). The Comprehensive Plan identifies affordable and available housing as a priority. The standard is met.*

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission pass a recommendation that City Council **approve** an ordinance rezoning the property located at 829 W. Jackson from C-2 Neighborhood Shopping District, to R-1C, Single Family Residential District.

Respectfully submitted,

Katie Simpson
City Planner

Attachments:

1. Ordinance
2. Exhibit A-Legal Description
3. Petition
4. Aerial View
5. Zoning Map
6. List of Permitted Uses in the R-1C District
7. Neighborhood Notice List
8. Neighborhood Notice Location and Buffer Map

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM: 7Q

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a meeting of the Philanthropic Educational Organization for Women on September 30, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a meeting of the Philanthropic Educational Organization for Women on September 30, 2016 at Davis Lodge be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On September 13, 2016, Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request of Julie Payne to allow moderate consumption of alcohol at the September 30, 2016, meeting of the Philanthropic Educational Organization for Women to be held at Davis Lodge.

Present were: Tari Renner, Jim Jordan and Sue Feldkamp, Commissioners; George Boyle, Asst. Corporation Counsel; and Andrew Coffey, Deputy Clerk.

Julie Payne addressed the Commission. Ms. Payne stated that Hy-Vee would cater the event. Beer and wine only would be served. Approximately 50 guests were anticipated.

Motion by Commissioner Feldkamp, seconded by Commissioner Jordan to recommend at the September 26, 2016 City Council meeting approval of the request from Philanthropic Educational Organization for women to allow moderate consumption of alcohol at their September 30, 2016, event to be held at Davis Lodge.

Commissioner Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Jordan, Feldkamp, and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the September 13, 2016 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:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

Robert D. Yehl, PE, Water Director
Cherry L. Lawson, City Clerk

Reviewed by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

ORDINANCE NO. 2016 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A MEETING OF THE PHILANTHROPIC EDUCATIONAL ORGANIZATION FOR WOMEN ON SEPTEMBER 30, 2016 AT DAVIS LODGE

WHEREAS, the Philanthropic Educational Organization for Women will be holding a meeting on September 30, 2016, from 5:00 p.m. to 9:00 p.m at the Davis Lodge; and

WHEREAS, the organization has requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within 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 as those ordinances pertain to the Davis Lodge, for the meeting of the Philanthropic Educational Organization for women on September 30, 2016, from 5:00 pm to 9:00 pm at the Davis Lodge.

Section 2: Except for the date, location and times 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, as amended, 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 of the Bloomington City Code.

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 1970 Illinois Constitution.

PASSED this 26th of September, 2016.

APPROVED this ____day of September, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

From: Julie Payne <[REDACTED]>
To: Andrew Coffey <acoffey@cityblm.org>

Date: Thursday, September 08, 2016 09:03AM
Subject: Re: Serving Alcohol at Davis Lodge

History: ↩ This message has been replied to.

Andrew,
I have confirmed my reservation with the Water Dept, I forgot that it was the Water Department I worked with. Jessica Carroll and I have been communicating about the details. I plan to be at the Liquor Commission on the 13th. Thanks again for your help.
Julie Payne

On Thu, Aug 11, 2016 at 4:55 PM, Andrew Coffey <acoffey@cityblm.org> wrote:
Hey,

Just so there is no confusion, the Water Dept is responsible for the Davis Lodge. Can you please confirm with them at 434-2426 x2 of your reservation? The Parks Dept handles the Miller Park Pavilion.

Thanks,

Andrew Coffey
Support Staff IV
City Clerk's Office
(309) 434-2240

[CityBLM.org](#) - [Facebook](#) - [Twitter](#) - [YouTube](#)

-----Julie Payne <[REDACTED]> wrote: -----

To: acoffey@cityblm.org
From: Julie Payne <[REDACTED]>
Date: 08/11/2016 04:42PM
Subject: Serving Alcohol at Davis Lodge

Andrew,
Thank you for answering my questions today. Following is the information regarding our September event at Davis Lodge.

Date and time of event: September 30, 5-9PM
Event Location: David Lodge, Hudson which was reserved through Parks and Rec on April 15, 2016

This is a private party for an organization called PEO (Philanthropic Educational Organization for women) We anticipate 50 guests for dinner.

Contacts: Julie Payne

- event organizer

Marcia Nelson,

- club president

Hy-Vee Catering is providing the food and serving the alcohol. Contact at Hy-Vee is Jessica

Gregory,

I anticipate that this will go before the Liquor Commission on Tuesday, September 13 and I plan to be present at the meeting as required.

Then this will be approved on Sept 26 at the City Council meeting.

Please let me know that you have received this email and if there is anything else I need to do.
Warm regards,

Julie Payne

Websense: Click [here](#) to report this email as spam.

This message has been scanned for malware by Websense. www.websense.com

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM: 7R

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on October 15, 2016.

RECOMMENDATION/MOTION: That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception on October 15, 2016, at the Davis Lodge be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On September 13, 2016, Bloomington Liquor Commissioner, Tari Renner called a hearing to order to hear the request of Kyle Korkus & Jill Young to allow moderate consumption of alcohol at their October 15, 2016 wedding reception to be held at Davis Lodge.

Present were: Tari Renner, Jim Jordan and Sue Feldkamp, Commissioners; George Boyle, Asst. Corporation Counsel; and Andrew Coffey, Deputy Clerk.

Kyle Korkus, prospective groom, addressed the Commission. Mr. Korkus stated that Hy-Vee would cater the reception. Beer and wine only would be served. Approximately 50-100 guests were anticipated.

Motion by Commissioner Jordan, seconded by Commissioner Feldkamp to recommend at the September 26, 2016 City Council meeting approval of the request from Kyle Korkus & Jill Young to allow moderate consumption of alcohol at their October 15, 2016 wedding reception to be held at Davis Lodge.

Commissioner Renner directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Jordan, Feldkamp, and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the September 13, 2016 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:

Renee Gooderham, Chief Deputy Clerk

Reviewed by:

Robert D. Yehl, PE, Water Director
Cherry L. Lawson, City Clerk

Reviewed by:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Tari Renner". The signature is written in a cursive, flowing style.

Tari Renner
Mayor

Attachments:

- Ordinance
- Letter of Request

ORDINANCE NO. 2016 -

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND
SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING
RECEPTION ON OCTOBER 15, 2016 AT DAVIS LODGE**

WHEREAS, Kyle Korkus & Jill Young are planning to hold their wedding reception on October 15, 2016 from 2:00 p.m. to 10:00 p.m at Davis Lodge; and

WHEREAS, Kyle Korkus & Jill Young 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, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within 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 as those ordinances pertain to the Davis Lodge, for the wedding reception on October 15, 2016 from 2:00 pm to 10:00 pm at Davis Lodge.

Section 2: Except for the date, location and times 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, as amended, 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 of the Bloomington City Code.

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 1970 Illinois Constitution.

PASSED this 26th of September, 2016.

APPROVED this ____ day of September, 2016.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, C.M.C, City Clerk

APPROVED AS TO FORM

Jeffrey R. Jurgens, Corporation Counsel

To: City of Bloomington

From: Kyle Korkus

Date: August 15, 2016

Re: Davis Lodge Alcohol Request

To Whom It May Concern:

My fiancée and I respectfully request permission to serve alcohol at our wedding at Davis Wedding at Davis Lodge on October 15, 2016.

- Date and time of event
 - October 15, 2016 at 2:00 PM - 10 PM
- Location of event
 - Davis Lodge, 25449 DAVIS LODGE ROAD HUDSON, IL 61748
- If the event location has been reserved
 - The lodge has been reserved, all deposits and fees have been paid.
- Bride and groom names, phone numbers and email addresses
 - Kyle Korkus, :
 - Jill Young,
- Contact information for any other individual representing the organizers
 - Jessica Gregory | Catering Manager
Hy-Vee | 1403 N. Veterans Pkwy | Bloomington, IL 61704
Phone 309-663-3055 | Email 1035cateringmgr@hy-vee.com
- Number of guests expected
 - 50-100
- Name of catering business that has been selected
 - Hy-Vee

PUBLIC HEARINGS



PUBLIC HEARING AGENDA ITEM NO. 8A

FOR COUNCIL: September 26, 2016

SUBJECT: Public hearing on the Annexation Agreement submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the property commonly located at 2229 Springfield Road, east of Springfield road and south of Szarek Drive (approximately 2.5 acres, PIN; 21-17-126-006).

RECOMMENDATION/MOTION: Not Applicable

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

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

BACKGROUND: Pursuant to the Illinois Municipal Code and the City Code, prior to adoption of an annexation agreement, a public hearing must be held in front of the City Council. Notice of the public hearing was given by publication in the Pantagraph on August 30, 2016. A public hearing was held by the Planning Commission on September 14, 2016. Notice for the aforementioned public hearing was published in the Pantagraph on August 30, 2016. Also in accordance with City Code, a public hearing was held by the Planning Commission.

The land subject to the Annexation Agreement is located east of Springfield Road and south of Szarek Drive. The property is approximately 2.5 acres and is currently unincorporated. It is zoned R-1, Residential (County). It is adjacent and gains access through the property to the east. The petitioner is proposing to annex the 2.5 acre lot into the City of Bloomington to be able to expand his existing tow truck business. Land annexed into the City is given a default zoning of Agriculture, the petitioner is requesting to rezone the subject property to B-1, Highway Business District to allow the 2.5 acre parcel to be used for vehicle storage. The proposed zoning is consistent with the zoning to the east. If the property is rezoned to business, it will need to comply with the transitional yard, buffering, screening, fencing, landscaping and lighting provisions outlined in Chapter 44 of City Code. Additionally, the petitioner will need to provide detention in a manner approved by the City Engineer. If the proposed Agreement is approved, the actual rezoning will take place after formal annexation of the premises by the City. Both the actual annexation and rezoning will be done by separate action, after due notice, at the City Council meeting September 26, 2016.

The annexation agreement outlines developer obligations, including annexation fees and storm water detention. The property does not have sewer, water or other public utilities. These utilities are not necessary for the proposed development of the lot. If future development of the property requires these utilities, the land own will be able to tap-on at which time they will be required to pay the appropriate fees. The agreement also includes a dormant special services area over the

property, to provide for on-site public improvements and expenses related to said improvements. Additionally, prior to the September 14, 2016 Planning Commission public hearing, the petitioner and a neighboring property owner agreed upon a series of additional conditions. It was recommended by the Planning Commission, in their final motion, and at the request of the neighboring property owner and the petitioner, that the following conditions be incorporated into the annexation agreement:

- No lighting on the newly annexed parcel
- No operation of idling trucks and/or heavy equipment between 7:00 pm and 7:00 am
- Trees to remain in the 15-foot transition yard
- Installation of grey fence instead of white
- The neighboring property owner will not oppose leaving the existing fence and rail.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on September 14, 2016. One citizen, outside of the applicant, spoke in favor of the agreement with the conditions included. No citizens spoke in opposition to the agreement. The Planning Commission recommended approval by a 6-0 vote, one commissioner recused himself from this case. This recommendation is consistent with staff's position. The recommendation includes incorporating the conditions agreed upon between petitioner and neighboring property owner into the annexation agreement.

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 19 property owners within 500 feet. A sign alerting to the public hearing was also placed on the adjacent property at 2233 Springfield Road. The petitioner submitted an affidavit attesting that the following entities were notified prior to the Planning Commission and City Council Hearings: Bloomington Township, Bloomington Airport Authority, McLean County Unit District #5, Bloomington School District #87, and Bloomington Township Fire Protection District.

FINANCIAL IMPACT: The developer will be required to pay the annexation fee (Chapter 8.5 Section 205) to the City of Bloomington under the terms of this agreement. The agreement designates a dormant special services area for the property in the event that future public improvements are needed.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

- Annexation Agreement
 - Aerial Map of Subject Property
 - Certification of Publication-Pantagraph Newspaper
 - Plat of Survey
 - Planning Commission Report
 - Planning Commission Minutes
 - Mailing Sample
 - Mailing List
-

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, the Owner is desirous of having said premises zoned B-1 upon annexation to the City; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITION

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit “A” to the City’s corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION

The City agrees to adopt an ordinance annexing the property described on Exhibit “A” to the City of Bloomington.

3. ZONING

City agrees to rezone the property to B-1 subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

- A. Stormwater Detention. Owner shall provide onsite detention or pay a fee-in-lieu for storm water detention pursuant to the City Code in place at the time of annexation.
- B. Annexation Fee. Owner shall pay an annexation fee pursuant Chapter 8.5 Section 205 of the City Code in place at the time of annexation.

5. OBLIGATION TO DEVELOP PER CODE

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

6. ANNEXATION TO OTHER TAXING DISTRICTS

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

City of Bloomington
Attn: City Manager
109 East Olive Street
Bloomington, IL 61701

Mr. Neil Gauger
Trustee of T&R Trust Dated December 24, 2014
2233 Springfield Road
Bloomington, IL 61701

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. DORMANT SPECIAL SERVICE AREA

1. A dormant special service area will be established over the Property, with the cooperation and participation of the Owner, to provide for the on-site public improvements for the Property, as well as to pay for the costs and expenses directly or indirectly related in any way to the on-site public improvements, including, without limitation:
 - a. construction, installation, repair, or maintenance of the on-site public improvements in the event that the Owner is for any reason unable to do so and there is inadequate or unavailable security to construct and install the on-site public improvements;
 - b. legal, engineering, and construction management expenses related to the construction, installation, repair, or maintenance of the on-site public improvements;
 - c. direct and indirect administrative expenses;
 - d. payment of public liability insurance premiums; or
 - e. reimbursement to the City for funds it expended or incurred to construct, install, repair, or maintain the on-site public improvements.

The Owner will pay for all costs incurred by the City in establishing the dormant special service area including, without limitation, the payment of all attorneys' fees incurred by the City in establishing the special service area as well as reimbursement to the City for any and all costs and expenses incurred by the City.

2. The City will have the automatic right to activate the dormant special service area and extend the taxes in association with the special service area upon the occurrence of any of the following events:

- a. failure of the Owner for any reason to complete such public improvements;
 - b. inadequacy of the performance security established by the Owner as required by this Annexation Agreement; or
 - c. failure or refusal by the bank to fulfill or otherwise honor the performance security established by the Owner as required by this Annexation Agreement.
- 3. By purchasing a lot in the Property, each purchaser of a lot, for himself or herself and his or her respective successors in title, forever waives any right to challenge the assessment or collection of a tax or assessment imposed by the City against the lot pursuant to a special service area established in accordance with this §11, provided such special service area is not amended in any way that requires a new public hearing.
- 4. The Declaration of Covenants for all lots in the Property will include similar language regarding the establishment of the special service areas.
- 5. Nothing in this §11 will prevent the Owner or any individual lot Owner from exercising his or her statutory right to object to the establishment or amendment of the Dormant Special Service Area.
- 6. Upon the City's formal acceptance of the on-site public improvements for the Property and the expiration of any maintenance guarantee period, as provided in §11 of this Annexation Agreement, the City will take all reasonable actions to have the Dormant Special Service Area dissolved. In no event will the City seek the extension of the special service area tax after it has formally accepted the on-site public improvements for the Property and the expiration of any maintenance guarantee period.

12. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents

to the City (i) that the Trust is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property, if any, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that the Trust has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

[signatures on next page]

EXECUTED and ADOPTED this ____ day of _____, 2016, in Bloomington, Illinois.

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

By: _____
City Clerk

OWNER: T&R TRUST DATED
DECEMBER 24, 2014

By: _____
Neil A. Gauger, Trustee of the T&R
Trust Dated December 24, 2014

To Whom It May Concern,

Bruce Pedigo, who is acting on behalf of Joe's Towing and Cindy Szarek, Property co-owner adjacent to property, have come to an agreement concerning the annexation and rezoning of 2229 Springfield Road, Bloomington, Illinois 61701 on the following items:

1. No lighting on newly annexed parcel.
2. No operation of idling trucks and/or heavy equipment between 7:00 pm and 7:00 am.
3. Trees to remain in the 15-foot transition yard. Trees in that location would not only help block the view, but would filter some noise and diesel fumes.
4. Installation of grey fence instead of white.
5. Cindy will not oppose leaving the existing fence and rail.

We would like to see these become part of the Annexation Agreement.

Cindy Szarek
9-14-16

Bruce Pedigo
9-14-16



Aerial View of 2229 Springfield Road



Notes

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Pantagraph Publishing

The Pantagraph

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BLOOMINGTON, ILLINOIS 61702-2907
PHONE 309-829-9000

Certificate of Publication

City of Bloomington
PO Box 3157
Bloomington, IL 617023157

ACCOUNT # 60072323
AD ORDER # 20833223
INVOICE DATE 8/30/2016
AMOUNT 290.40

DATES APPEARED

8/30/2016

Paste Tear Sheet Here

STATE OF ILLINOIS,
COUNTY OF MCLEAN
CITY OF BLOOMINGTON

} SS:

The Pantagraph Publishing Co. hereby certifies that it is now and has been for more than one year continuously, d/b/a **The Pantagraph**, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that **The Pantagraph** is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

By 

Date 8-30-2016

20833223 CITY OF BLOOMINGTON PUBLIC HEARING NOTICE

Public Notice is hereby given that the Planning Commission will hold a public hearing on Wednesday September 14, 2016 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting approval of an Annexation Agreement, a Petition for Annexation and Rezoning from A - Agriculture District, to B - 1 Highway Business District, for property commonly located at 2229 Springfield Rd, consisting of approximately 5 acres.

And

Public Notice is hereby given that the City Council will hold a public hearing on Monday September 26, 2016 at 7:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting approval of an Annexation Agreement, a Petition for Annexation and Rezoning from A - Agriculture District, to B - 1 Highway Business District, for property commonly located at 2229 Springfield Rd, consisting of approximately 5 acres.

LEGAL DESCRIPTION: Exhibit A

Tract No. 2: The East 1/2 of 5 acres off the South side of Lot 16 in the North West 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois. Common Address: 2229 Springfield Rd. PIN: 21-17-126-006.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompa-

nying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk

Published in the Pantagraph:
August 30, 2016

Public Notices

4 309-829-5115.
Cherry Lawson
City Clerk

Published in the Pantagraph:
August 30, 2016

20833223
**CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE**

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Cherry Lawson
City Clerk

Published in the Pantagraph:
August 30, 2016

ANNEXATION PLAT

PART OF NW 1/4 SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

This is a plat of a tract of land to be annexed to the City of Bloomington, McLean County, Illinois, the Bloomington and Normal Water Reclamation District, and the Bloomington-Normal Airport Authority.

Description of Property to be Annexed:

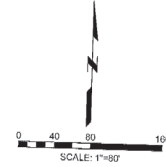
The East 1/2 of 5 acres off the South side of Lot 16 in the Subdivision of the Northwest 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704



By: Joe Adams
Joseph D. Adams
Professional Land Surveyor No. 3704

DATE: 5/27/16
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION
NO. 184-001856



LEGEND

EXIST. CORPORATE LIMITS LINE
LIMITS OF AREA TO BE ANNEXED



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE

Date Description

PROJECT

T&R TRUST ANNEXATION

BLOOMINGTON, ILLINOIS

Date: 05-27-16

Design/Drawn: DJM

Reviewed: BAB

Book No.: - Field: -

Project No.: 0160811.00

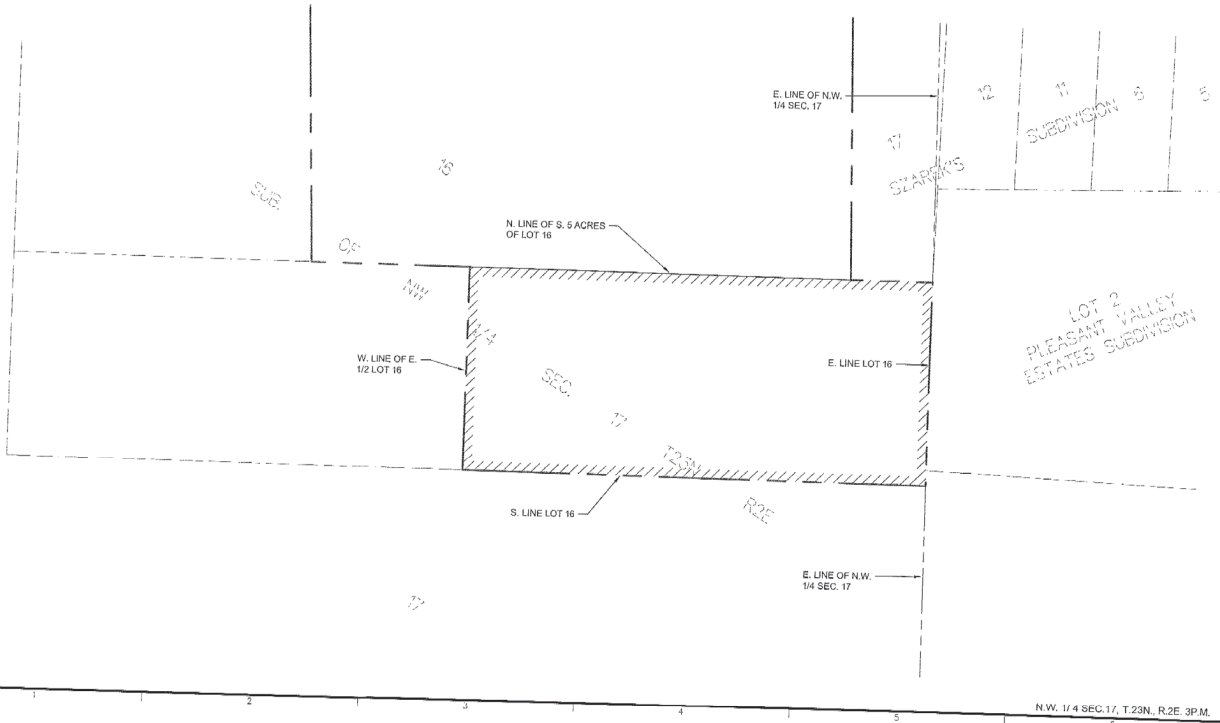
SHEET TITLE

ANNEXATION PLAT

SHEET NUMBER

1 of 1

File No.: 18-2151



**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
SEPTEMBER 14, 2016**

SUBJECT:	TYPE:	SUBMITTED BY:
Z-25-16 Annexation agreement and Annexation of 2.50 acres at 2229 Springfield Road	The petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of an annexation agreement, the annexation, and rezoning of the property.	Katie Simpson City Planner
Z-26-16 Rezoning for approximately 2.50 acres at 2229 Springfield Road from R-1 (county) to B-1.		

REQUEST

The petitioner is seeking approval of an Annexation Agreement, Annexation, and a Rezoning of approximately 2.50 acres located west of Springfield Road and south of Szarek Drive.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Public notice was published in *The Pantagraph* on August 30, 2016.

GENERAL INFORMATION

Owner and Applicant: Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014

PROPERTY INFORMATION

Existing Zoning: R-1 (unincorporated)
Existing Land Use: Vacant, auto storage.

Surrounding Zoning and Land Uses

Zoning

North: R-1, Single Family Residential (unincorporated)

South: R-2, Mixed Residential

East: B-1, Highway Business District

West: R-1C, High Density Single Family Residential

Land Uses

North: Single-family residence, vacant lot

South: Vacant lot

East: Vehicle Storage

West: Single-family houses, noncommercial parking lot

PROJECT DESCRIPTION

The subject property is approximately 2.50 acres of unincorporated, undeveloped land. The petitioner owns property to the east currently used as vehicle storage and a towing business. The petitioner is proposing to expand the existing business to the east, onto the subject property. The subject property is landlocked and would receive access, from Springfield Road, through the lot to the east. The petitioner is proposing adding a hard surface to the lot to facilitate vehicle storage and a driver training/practice area for tow truck employees. The property owner will need to provide detention, in a manner approved by the Engineering Department, if 1,400 square feet of pervious area is disturbed. Additionally, the property does not currently have water or

sewer. In the future, the property is to be developed for residential or a different business that requires utilities, sewer and water will need to be added.

Traditionally annexed land is zoned A-Agriculture, therefore the petitioner is also seeking a rezoning to B-1, Highway Business District. The proposed zoning is compatible with neighboring uses and zonings. The B-1 Zoning will trigger transitional yard requirements along neighboring residential, as well as fencing and screening as outlined in Sections 44.4-5, 44.4-7 and 44.7-2.

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Annexation Agreement
2. Petition for a Zoning Map Amendment
3. Plat for property being rezoned
4. Aerial photographs

Compliance with the Comprehensive Plan

The Comprehensive Plan 2035 identifies the retention and expansion of existing businesses as a goal.

Findings of Fact: Pursuant to Chapter 8.5 Section 203(d) of the City's Code "The Planning Commission shall consider the amendment to the Official Zoning Map for the City of Bloomington, McLean County and shall recommend the adoption of such amendment unless the Commission finds that such amendment is not in the public or is solely for the benefit of the person requesting such amendment". In making such a finding the Planning Commission may consider:

1. *The suitability of the subject property for uses authorized by the existing zoning;* the property is currently zoned R-1 (unincorporated). The property does not have utilities. It will be challenging to extend water and sewer to the site, creating practical difficulties for a residential zoning. Additionally, without access, the property is more suitable for the proposed improvements and zoning. The standard is met.
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area;* the property has never been developed. Neighboring development is of single-family houses and business. It is highly unlikely the property will be developed for residential. The proposed improvements can be considered as appropriate improvements. The standard is met.
3. *The suitability of the subject property for uses authorized in the proposed zoning;* the B-1, Highway Business District if contiguous to the existing property. The district allows for auto-orientated businesses. Given the surrounding residential, the rezoning will trigger transitional yard requirements and screening/fencing. However, due to the

property location and topography, it is unlikely the area would be developed for residential in the near future. The standard is met.

4. *The existing land uses of nearby property;* the proposed rezoning and proposed development are compatible with neighboring uses and zoning districts. Transitional yards are required along residential borders. The standard is met.
5. *Existing zoning of nearby property, relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;* the property owner wishes to develop the property as an extension of the neighboring business. The rezoning should have little impact on neighboring properties. Transitional yards, fencing and screening will mitigate the impact on neighboring residential. The property will also need to accommodate detention and on-site water flow as approved by the Department of Engineering. The standard is met.
6. *The extent to which adequate streets connected to the arterial street system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning district;* the property does not have access, it is landlocked. Access will have to be granted through the neighboring property. There should be little to no impact on the street system. The standard is met.
7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and whether the development of the subject property for uses permitted in the proposed zoning classification would have a substantial detrimental effect on the drainage patterns in the area;* the petitioner will address detention and drainage in their development; the property owner will need to be conscious of the branch of Sugar Creek which runs through the property and this can be addressed at the time of site review. The standard is met.
8. *The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be supplied to serve the uses permitted in the proposed zoning classification; and the lot is limited in what it can be developed as.* The proposed parking lot is one of the more feasible improvements for this property.
9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article 2.00 of the Bloomington City Code-1960, including the following specific purposes:*
 - a. *To conserve and protect the taxable value of land and structures;*
 - b. *To protect the air, water, and land resources within the City from the hazards of pollution and misuse;*
 - c. *To protect land and structures from natural hazards; including flooding and erosion;*
 - d. *To preserve and protect historic locations, structures and groups*

Agenda Items A and B

- e. To preserve and protect and encourage the development of structures, groups of structures, and neighborhoods of distinctive architectural character and appearance;*
- f. To provide for the orderly and functional arrangement of land uses and structures;*
- g. To establish standards for the orderly development or redevelopment of geographic areas within the City;*
- h. To secure for the public locations for housing, employment, shopping, education, and recreation that are adequate in terms of health, safety, convenience and number;*
- i. To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;*
- j. To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;*
- k. To permit public involvement in the planning of private land uses which have the potential for significant impact on the use of enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and*
- l. To promote the Official Comprehensive Plan adopted by the City of Bloomington*

The above standard and sub-clauses are met. Staff recognizes items A, B under Section 4 (Developer's Obligations) in the provided agreement as appropriate. If the property is developed in the future to accommodate the need for sewer and water, the tap-on fees will need to be paid at that time. A substandard road fee (commonly found in annexation agreements) in this instance is not applicable since the property does not have frontages, and parkland fee (as explained in Chapter 24) is not required because the development is not residential.

The annexation agreement and rezoning petitions submitted are related; the rezoning is dependent upon the annexation of the property. Additionally Council will consider each item individually, therefore two motions are being proposed.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending that the City Council **approve** Case Z-25-16 a petition submitted by Niel A Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the annexation agreement and annexation of 2.50 acres of land, located at 2229 Springfield Road.

Staff recommends the Planning Commission pass a motion recommending that the City Council **approve** Case Z-26-16 a petition submitted by Niel A Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the rezoning from R-1(unincorporated) to B-1, Highway Business District of 2.50 acres of land, located at 2229 Springfield Road.

Respectfully submitted,

Katie Simpson
City Planner

Agenda Items A and B

Attachments:

1. Annexation Agreement
2. Annexation Petition
3. Rezoning Petition
4. Legal Description "Exhibit A"
5. Owners Certificate
6. Natural Resources Review
7. Notice Affidavit
8. Plat
9. Aerial View
10. Zoning Map
11. Permitted Uses in the B-1 District
12. Newspaper notice, Neighborhood Notification and Notification List

DRAFT
MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 14, 2016, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Balmer, Mr. Boyd, Mr. Pearson, Mr. Penn, Mr. Suess, Mr. Scritchlow, Chairman Stanczak

MEMBERS ABSENT: Mr. Protzman, Ms. Schubert

OTHERS PRESENT: Ms. Katie Simpson, City Planner; Mr. Tom Dabareiner, Director of Community Development. Mr. George Boyle, City Attorney, Kevin Kothe, City Engineer.

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

ROLL CALL: Mr. Dabareiner called the roll. With seven in attendance, a quorum was present.

PUBLIC COMMENT: There being no public comments the Commission moved on to approval of the minutes.

MINUTES: The Commission reviewed the August 24, 2016 minutes. Mr. Scritchlow moved to approve the August 24, 2016 minutes; Mr. Pearson seconded the motion, which passed unanimously by a voice vote of 7-0.

REGULAR AGENDA:

Z-25-16 Public hearing, review and action on the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of an annexation agreement and the annexation of the property located at 2229 Springfield Road, approximately 2.50 acres

Chairman Stanczak introduced the case. Ms. Simpson presented the staff report and recommended in favor of the annexation agreement and annexation. She added that staff is recommending in favor of the rezoning for the next case, Z-26-16, which is related to the annexation. For convenience, staff will provide one presentation for both cases because they are related. Chairman Stanczak also introduced the second case Z-26-16.

Z-26-16 Public hearing, review and action on the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of a rezoning from R-1(County) to B-1, Highway Business District of the property located 2229 Springfield Road, approximately 2.50 acres

Ms. Simpson continued with the presentation for both cases. She showed an aerial photo of the property and described the subject property, its location, its current residential zoning in the County and described its vacancy. She noted the lack of suitability for residential as it is now zoned in the County. She explained that the subject property would gain access through an existing, incorporated property, adding that the new property would gain access from and be used by the existing business at 2229 Springfield Road. She reviewed the surrounding uses, their zoning, and characteristics of the existing property, including the provision of photos of the surrounding uses. Ms. Simpson explained why the petitioner was requesting the rezoning and noted the proposed uses is compatible with the adjacent use. Ms. Simpson showed photos of the property and its surrounding developments. Ms. Simpson indicated the findings of fact supported, in staff's opinion, the annexation agreement, annexation and rezoning. She stated that property's current zoning is not appropriate given the lack of amenities available. She indicated the proposed B-1 zoning is appropriate given its proposed use once in the City. She stated that the rezoning triggers certain requirements such as providing a transitional yard where it is adjacent to residential, fencing and screening. She reiterated that the property would need to meet code prior to issuing building permits. Ms. Simpson explained that we are re-holding the public hearing for these two cases because of a technical matter regarding the publication of the hearing.

Mr. Balmer identified the presence of a fence on the property. He noted that the commissioners received a list of conditions agreed upon between the petitioner and a neighboring property owner at the beginning of this meeting and two of those conditions pertain to the fence. He asked if the existing fence and the one referenced in the conditions would meet code. Ms. Simpson confirmed the fence would need to be opaque and the height required by code. Mr. Pearson asked for additional clarity on why the Planning Commission was rehearing this case. Chairman Stanczak reiterated the public notice newspaper requirement prior to a public hearing. Mr. Boyle assured this was a procedural matter and that the City is taking matters to address the procedure. Chairman Stanczak introduced two exhibits: an agreement dated September 14, 2016 between Ms. Cindy Szarek and Mr. Bruce Pedigo marked as Exhibit 1; and three pages of photographs to accompany the agreement marked as Exhibit 2.

Tim Leighton, lawyer for the petitioner, was sworn in. Mr. Leighton introduced Bruce Pedigo, president of Joe's Towing, and Emily Kaloupek, staff for Leighton Law Firm. Mr. Leighton explained that he has spoken with the neighbor, who is present, and their council, Bob Lentz, who was unable to attend. He explained his client is looking at the opportunity to expand the enterprise at 2229 Springfield Road. He explained his client's intent is to use the vacant parcel for storage improving efficiency of his day-to-day operations. He recognized that neighbors had expressed concerns about the use of the vacant parcel and explained that his client, on behalf of the operation, has had communication with the neighbors. Mr. Leighton referenced Exhibit 1 and stated that both parties were able to resolve the issues and reach an agreement. He confirms the documents in Exhibit 1 represent the views of his client. Mr. Boyle clarified if the petitioner would object to Exhibit 1 being incorporated into the annexation agreement. Mr. Leighton explained there is no objection.

Ms. Cindy Szarek, 18 Szarek Drive Bloomington, was sworn in. She thanked Mr. Pedigo and affirmed the two parties were able to reach an agreement. She emphasized the importance of

screening along the property and explained she was in favor of the petition with the added conditions.

Chairman Stanczak closed the public hearing. Mr. Balmer clarified whether the motion could include both case Z-25-16 and Z-16-16. Chairman Stanczak confirmed. Mr. Balmer motioned to approve the annexation agreement, annexation and rezoning case with the inclusion of Exhibit 1 demonstrating five (5) items of agreement between Cindy Szarek and Bruce Pedigo dated September 14, 2016; seconded by Mr. Suess. Mr. Scritchlow recused himself from the cases. The following votes were cast: Mr. Balmer—yes; Mr. Suess—yes; Mr. Pearson—yes; Mr. Scritchlow—recuse; Mr. Boyd—yes; Mr. Penn—yes; Chairman Stanczak—yes. Motion **approved** 6-0.

To Whom It May Concern,

Bruce Pedigo, who is acting on behalf of Joe's Towing and Cindy Szarek, Property co-owner adjacent to property, have come to an agreement concerning the annexation and rezoning of 2229 Springfield Road, Bloomington, Illinois 61701 on the following items:

1. No lighting on newly annexed parcel.
2. No operation of idling trucks and/or heavy equipment between 7:00 pm and 7:00 am.
3. Trees to remain in the 15-foot transition yard. Trees in that location would not only help block the view, but would filter some noise and diesel fumes.
4. Installation of grey fence instead of white.
5. Cindy will not oppose leaving the existing fence and rail.

We would like to see these become part of the Annexation Agreement.

Cindy Szarek
9-14-16

Bruce Pedigo
9-14-16



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

September 7, 2016

Dear Property Owner or Resident:

The City of Bloomington Planning Commission will hold a public hearing on Wednesday, September 14, 2016 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois for a petition submitted by *Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014* requesting 1) approval of an annexation agreement for the property commonly located at 2229 Springfield Road; 2) the annexation of said property; and 3) the rezoning of the annexed property from R-1 (County) to B-1, Highway Business District. **A second public hearing on this petition will be held by the Bloomington City Council on Monday, September 26, 2016 at 7:00 pm in the City Council Chambers of City Hall Building at 109 E. Olive Street, Bloomington, Illinois.** The property is legally described as follows:

THE EAST ½ OF 5 ACRES OFF THE SOUTH SIDE OF LOT 16 IN THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, IL. PIN: 21-17-126-006

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested rezoning during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may contact me by phone, (309) 434-2226, or email, ksimpson@cityblm.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Simpson", written over a horizontal line.

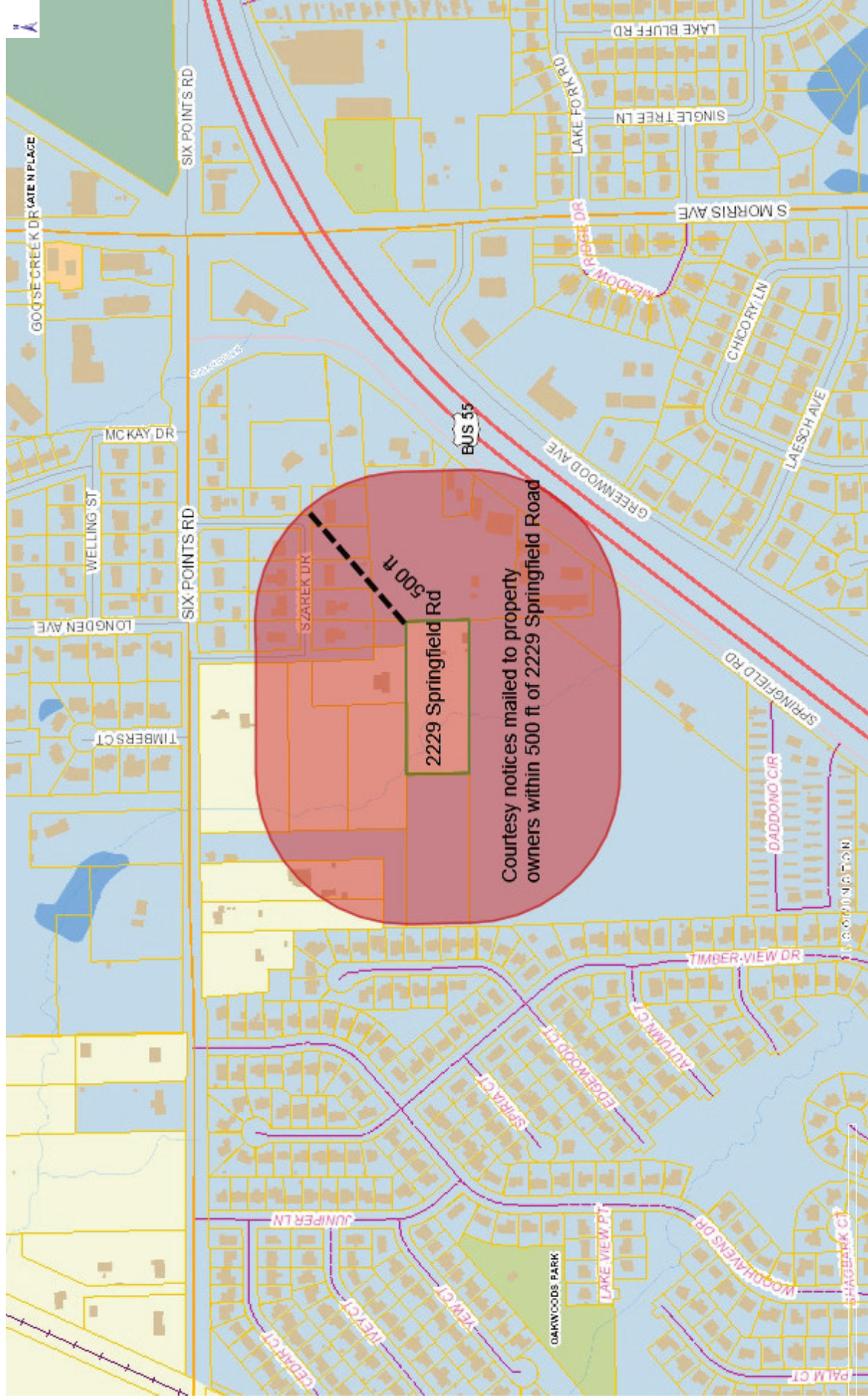
Katie Simpson
City Planner

Attachments:

Location Map with 500 ft. notification buffer



Courtesy notices for a public hearing on the annexation and rezoning of 2229 Springfield Road



CHARLES F & PAMELA R WOMACK
4 SZAREK DR
BLOOMINGTON IL 61701

DOUGLAS A & MIKELEEN M MEANS
1406 Six Points Rd
Bloomington IL 617019522

GERALD & MARY DETLOFF
16 SZAREK
BLOOMINGTON IL 61701

HAROLD D OTTO
11 SZAREK DR.
BLOOMINGTON IL 617018323

JAMES STELTE
50 HAZEL DELL
SPRINGFIELD IL 62712

JOSEPH & CINDY SZAREK
18 SZAREK DR
BLOOMINGTON IL 61701

KENNETH & ANGELA DETLOFF
13 SZAREK DR
BLOOMINGTON IL 617018323

KEVIN AUSKINGS
10 SZAREK DR
BLOOMINGTON IL 617018323

KIM PEREIRA
17 Szarek Dr
Bloomington IL 617018323

LINDA KERZ
12 SZAREK DR
BLOOMINGTON IL 617018323

LOUISE M DEVARY
7 SZAREK DR
BLOOMINGTON IL 617018323

MARGIE CASEY
3 SZAREK DR
BLOOMINGTON IL 617018323

MARK A HICKS
2703 HENDRIX DR
BLOOMINGTON IL 617045627

Michael & Catherine Fulton
3317 Fox Creek Rd
Bloomington IL 617055285

NEIL A GAUGER TRUSTEE
2233 SPRINGFIELD RD
BLOOMINGTON IL 617018339

OAKWOODS HOMEOWNERS ASSN
PO BOX 344
BLOOMINGTON IL 61702

PATRICIA LEE ANN NOLAN
17 ARDITH DR
NORMAL IL 617614008

PINEHURST DEVELOPMENT
2203 EASTLAND DR STE 1
BLOOMINGTON IL 617047924

RICHARD A & KIMBERLY A FILTER
5 SZAREK DR
BLOOMINGTON IL 617018323

REGULAR AGENDA

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 9A

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adoption of an Ordinance approving the Annexation Agreement submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the property commonly located at 2229 Springfield Road, east of Springfield road and south of Szarek Drive (approximately 2.5 acres, PIN: 21-17-126-006).

RECOMMENDATION/MOTION: That an Ordinance approving an Annexation Agreement, incorporating the conditions listed in Exhibit 1 of said agreement, for the property commonly located at 2229 Springfield Road, east of Springfield Road and south of Szarek Drive (approximately 2.5 acres) be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

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

BACKGROUND: The land subject to the Annexation Agreement is located east of Springfield Road and south of Szarek Drive. The property is approximately 2.5 acres and is currently unincorporated. It is zoned R-1, Residential (County). It is adjacent and gains access through the property to the east. The petitioner is proposing to annex the 2.5 acre lot into the City of Bloomington to be able to expand his existing tow truck business. Land annexed into the City is given a default zoning of Agriculture, the petitioner is requesting to rezone the subject property to B-1, Highway Business District to allow the 2.5 acre parcel to be used for vehicle storage. The proposed zoning is consistent with the zoning to the east. If the property is rezoned to business, it will need to comply with the transitional yard, buffering, screening, fencing, landscaping and lighting provisions outlined in Chapter 44 of City Code. Additionally, the petitioner will need to provide detention in a manner approved by the City Engineer. If the proposed Agreement is approved, the actual rezoning will take place after formal annexation to the premises by the City. Both the actual annexation and rezoning will be done by separate action, after due notice, at the City Council meeting September 12, 2016.

The annexation agreement outlines developer obligations, including annexation fees and storm water detention. The property does not have sewer, water or other public utilities. These utilities are not necessary for the proposed development of the lot. If future development of the property requires these utilities, the land own will be able to tap-on at which time they will be required to pay the appropriate fees. The agreement also includes a dormant special services area over the property, to provide for on-site public improvements and expenses related to said improvements. Additionally, prior to the September 14, 2016 Planning Commission public hearing, the petitioner and a neighboring property owner agreed upon a series of additional conditions

regarding lighting, screening, fencing, noise and transitional yards. The neighbor asked these conditions be incorporated into the annexation agreement and the petitioner agreed. The Planning Commission motioned to have these agreed upon conditions incorporated into the final annexation agreement.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on September 14, 2016. One citizen, outside of the applicant, spoke in favor of the agreement with the conditions included. No citizens spoke in opposition to the agreement. The Planning Commission recommended approval by a 6-0 vote, one commissioner recused himself from this case. This recommendation is consistent with staff's position. The recommendation includes incorporating the conditions agreed upon between petitioner and neighboring property owner into the annexation agreement.

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 19 property owners within 500 feet. A sign alerting to the public hearing was also placed on the adjacent property at 2233 Springfield Road. The petitioner submitted an affidavit attesting that the following entities were notified prior to the Planning Commission and City Council Hearings: Bloomington Township, Bloomington Airport Authority, McLean County Unit District #5, Bloomington School District #87, and Bloomington Township Fire Protection District.

FINANCIAL IMPACT: The developer will be required to pay the annexation fee (Chapter 8.5 Section 205) to the City of Bloomington under the terms of this agreement. The agreement designates a dormant special services area for the property in the event that future public improvements are needed.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments

- Ordinance approving an annexation agreement for approximately 2.5 acres located east of Springfield Road and south of Szarek Drive.
- Annexation Agreement
- Legal Description (Exhibit A)
- Plat
- See other attachments to Agenda Item 8A

Motion: That an Ordinance approving an Annexation Agreement, incorporating the conditions listed in Exhibit 1 of said agreement, for the property commonly located at 2229 Springfield Road, east of Springfield Road and south of Szarek Drive (approximately 2.5 acres) be adopted, and that 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 Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Ordinance No. 2016-_____

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT FOR THE
PROPERTY LOCATED WEST OF SPRINGFIELD ROAD AND SOUTH OF SZAREK
DRIVE (APPROXIMATELY 2.5 ACRES) TO THE CITY OF BLOOMINGTON,
MCLEAN COUNTY, ILLINOIS**

WHEREAS, there has heretofore been proposed a certain Annexation Agreement between the City of Bloomington and Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

WHEREAS, incorporated into said agreement are a set of conditions incorporated into said agreement and labeled Exhibit 1; and

WHEREAS, the Planning Commission of the City of Bloomington, after proper notices were given, conducted a Public Hearing on said Annexation Agreement and rezoning for the premises described in Exhibits B and C (hereinafter, "the premises"); and

WHEREAS, following said public hearing, the Planning Commission of the City of Bloomington determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois and recommended approval of said Annexation Agreement by the City Council; and

WHEREAS, the City Council after notice was published on August 30, 2016, in the Pantagraph, conducted a public hearing on the Annexation Agreement; and

WHEREAS, the City Council believes that adoption and execution of the Annexation Agreement is in the best interest of the City:

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

1. That the City Council of the City of Bloomington, Illinois, determines that the territory of the premises is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington;
2. That the Annexation Agreement, incorporating Exhibit 1 attached hereto, hereinabove referred to and hereto attached is incorporated into this Ordinance and is hereby approved, ratified and affirmed and shall be executed by the Mayor and attested by the City Clerk;
3. That this Ordinance shall be in full force from the date of its passage.

PASSED this 26th day of September, 2016.

APPROVED this _____ day of September, 2016.

CITY OF BLOOMINGTON:

Tari Renner, Mayor

APPROVED AS TO FORM:

Jeffrey Jurgens, Corporation Counsel

ATTEST:

Cherry Lawson, City Clerk

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, the Owner is desirous of having said premises zoned B-1 upon annexation to the City; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITION

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit “A” to the City’s corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION

The City agrees to adopt an ordinance annexing the property described on Exhibit “A” to the City of Bloomington.

3. ZONING

City agrees to rezone the property to B-1 subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

- A. Stormwater Detention. Owner shall provide onsite detention or pay a fee-in-lieu for storm water detention pursuant to the City Code in place at the time of annexation.
- B. Annexation Fee. Owner shall pay an annexation fee pursuant Chapter 8.5 Section 205 of the City Code in place at the time of annexation.

5. OBLIGATION TO DEVELOP PER CODE

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

6. ANNEXATION TO OTHER TAXING DISTRICTS

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

City of Bloomington
Attn: City Manager
109 East Olive Street
Bloomington, IL 61701

Mr. Neil Gauger
Trustee of T&R Trust Dated December 24, 2014
2233 Springfield Road
Bloomington, IL 61701

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. DORMANT SPECIAL SERVICE AREA

1. A dormant special service area will be established over the Property, with the cooperation and participation of the Owner, to provide for the on-site public improvements for the Property, as well as to pay for the costs and expenses directly or indirectly related in any way to the on-site public improvements, including, without limitation:
 - a. construction, installation, repair, or maintenance of the on-site public improvements in the event that the Owner is for any reason unable to do so and there is inadequate or unavailable security to construct and install the on-site public improvements;
 - b. legal, engineering, and construction management expenses related to the construction, installation, repair, or maintenance of the on-site public improvements;
 - c. direct and indirect administrative expenses;
 - d. payment of public liability insurance premiums; or
 - e. reimbursement to the City for funds it expended or incurred to construct, install, repair, or maintain the on-site public improvements.

The Owner will pay for all costs incurred by the City in establishing the dormant special service area including, without limitation, the payment of all attorneys' fees incurred by the City in establishing the special service area as well as reimbursement to the City for any and all costs and expenses incurred by the City.

2. The City will have the automatic right to activate the dormant special service area and extend the taxes in association with the special service area upon the occurrence of any of the following events:

- a. failure of the Owner for any reason to complete such public improvements;
 - b. inadequacy of the performance security established by the Owner as required by this Annexation Agreement; or
 - c. failure or refusal by the bank to fulfill or otherwise honor the performance security established by the Owner as required by this Annexation Agreement.
- 3. By purchasing a lot in the Property, each purchaser of a lot, for himself or herself and his or her respective successors in title, forever waives any right to challenge the assessment or collection of a tax or assessment imposed by the City against the lot pursuant to a special service area established in accordance with this §11, provided such special service area is not amended in any way that requires a new public hearing.
 - 4. The Declaration of Covenants for all lots in the Property will include similar language regarding the establishment of the special service areas.
 - 5. Nothing in this §11 will prevent the Owner or any individual lot Owner from exercising his or her statutory right to object to the establishment or amendment of the Dormant Special Service Area.
 - 6. Upon the City's formal acceptance of the on-site public improvements for the Property and the expiration of any maintenance guarantee period, as provided in §11 of this Annexation Agreement, the City will take all reasonable actions to have the Dormant Special Service Area dissolved. In no event will the City seek the extension of the special service area tax after it has formally accepted the on-site public improvements for the Property and the expiration of any maintenance guarantee period.

12. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents

to the City (i) that the Trust is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property, if any, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that the Trust has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

[signatures on next page]

EXECUTED and ADOPTED this ____ day of _____, 2016, in Bloomington, Illinois.

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

By: _____
City Clerk

OWNER: T&R TRUST DATED
DECEMBER 24, 2014

By: _____
Neil A. Gauger, Trustee of the T&R
Trust Dated December 24, 2014

To Whom It May Concern,

Bruce Pedigo, who is acting on behalf of Joe's Towing and Cindy Szarek, Property co-owner adjacent to property, have come to an agreement concerning the annexation and rezoning of 2229 Springfield Road, Bloomington, Illinois 61701 on the following items:

1. No lighting on newly annexed parcel.
2. No operation of idling trucks and/or heavy equipment between 7:00 pm and 7:00 am.
3. Trees to remain in the 15-foot transition yard. Trees in that location would not only help block the view, but would filter some noise and diesel fumes.
4. Installation of grey fence instead of white.
5. Cindy will not oppose leaving the existing fence and rail.

We would like to see these become part of the Annexation Agreement.

Cindy Szarek
9-14-16

Bruce Pedigo
9-14-16

Exhibit A

Tract No. 2: The East 1/2 of 5 acres off the South side of Lot 16 in the North West 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 21-17-126-006

Common

Address: 2229 Springfield Road, Bloomington, Illinois 61701

Petitioner: Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014

ANNEXATION PLAT

PART OF NW 1/4 SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

This is a plat of a tract of land to be annexed to the City of Bloomington, McLean County, Illinois, the Bloomington and Normal Water Reclamation District, and the Bloomington-Normal Airport Authority.

Description of Property to be Annexed:

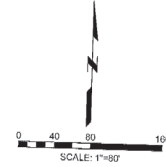
The East 1/2 of 5 acres off the South side of Lot 16 in the Subdivision of the Northwest 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704



By: Joe Adams
Joseph D. Adams
Professional Land Surveyor No. 3704

DATE: 5/27/16
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION
NO. 184-001856



LEGEND

EXIST. CORPORATE LIMITS LINE
LIMITS OF AREA TO BE ANNEXED



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE

Date Description

PROJECT

T&R TRUST ANNEXATION

BLOOMINGTON, ILLINOIS

Date: 05-27-16

Design/Drawn: DJM

Reviewed: BAB

Book No.: - Field: -

Project No.: 0160811.00

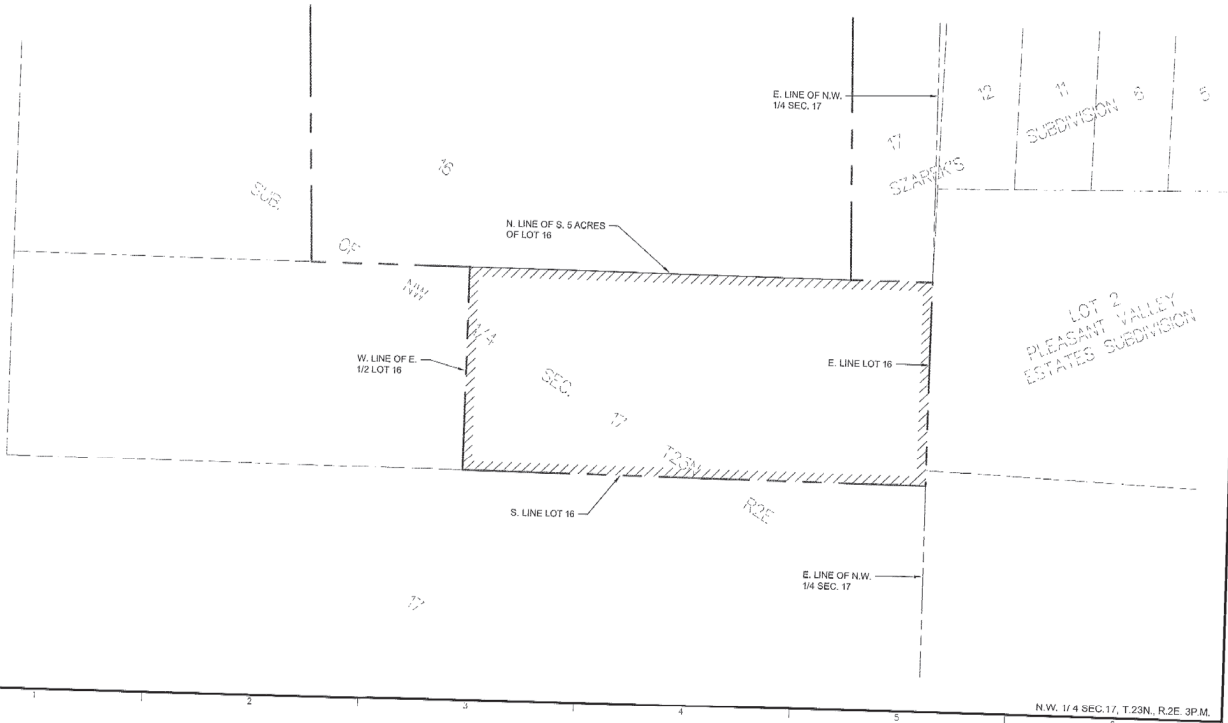
SHEET TITLE

ANNEXATION PLAT

SHEET NUMBER

1 of 1

File No.: 18-2151



CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 9B

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adoption of an Ordinance approving the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the annexation and rezoning to B-1, Highway Business District, for the property commonly located at 2229 Springfield Road, east of Springfield Road and south of Szarek Drive (approximately 2.5 acres, PIN: 21-17-126-006).

RECOMMENDATION/MOTION: That an Ordinance be adopted approving the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the annexation and rezoning to B-1, Highway Business District, for the property commonly located at 2229 Springfield Road, east of Springfield Road and south of Szarek Drive (approximately 2.5 acres, PIN: 21-17-126-006), and that the Mayor and City Clerk be authorized to sign the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy

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

BACKGROUND: The subject property is located east of Springfield Road and south of Szarek Drive. The property is approximately 2.5 acres and is currently unincorporated. It is zoned R-1, Residential (County). It is adjacent and gains access through the property to the east. The petitioner is proposing to annex the 2.5 acre lot into the City of Bloomington to be able to expand his existing tow truck business. Land annexed into the City is given a default zoning of Agriculture. The petitioner is requesting to rezone the subject property to B-1, Highway Business District to allow the 2.5 acre parcel to be used for vehicle storage. The proposed zoning is consistent with the zoning to the east. If the property is rezoned to business, it will need to comply with the transitional yard, buffering, screening, fencing, landscaping and lighting provisions outlined in Chapter 44 of City Code. Additionally, the petitioner will need to provide detention in a manner approved by the City Engineer.

The annexation agreement outlines developer obligations, including annexation fees and storm water detention. The property does not have sewer, water or other public utilities. These utilities are not necessary for the proposed development of the lot. If future development of the property requires these utilities, the land own will be able to tap-on at which time they will be required to pay the appropriate fees. The agreement also includes a dormant special services area over the property, to provide for on-site public improvements and expenses related to said improvements. Additionally, the agreement includes conditions agreed upon between the petitioner and neighboring property owners regarding lighting, screening, fencing, noise and transitional yards.

PLANNING COMMISSION

This case was before the Planning Commission for a public hearing and review on September 14, 2016. One citizen, outside of the applicant, spoke in favor of the annexation and rezoning with the conditions included. No citizens spoke in opposition to the rezoning. The Planning Commission recommended approval by a 6-0 vote, one commissioner recused himself from this case. This recommendation is consistent with staff's position. The petitioner and neighboring property owner have agreed upon an additional set of conditions.

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 19 property owners within 500 feet. A sign alerting to the public hearing was also placed on the adjacent property at 2233 Springfield Road. The petitioner submitted an affidavit attesting that the following entities were notified prior to the Planning Commission and City Council Hearings: Bloomington Township, Bloomington Airport Authority, McLean County Unit District #5, Bloomington School District #87, and Bloomington Township Fire Protection District.

FINANCIAL IMPACT: The developer will be required to pay the annexation fee (Chapter 8.5 Section 205) to the City of Bloomington under the terms of this agreement. The agreement designates a dormant special services area for the property in the event that future public improvements are needed.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Ordinance for the Annexation and Rezoning to B-1 for the subject property
- Annexation Agreement
- Legal Description (Exhibit A)
- Plat of Survey

- Annexation Petition
- Rezoning Petition
- List of Permitted Uses in the B-1 District
- Aerial map of subject property
- Zoning map of subject property
- Planning Commission Report from 9.14.16
- Planning Commission Minutes from 9.14.16
- Mailing Sample
- Mailing List
- Certification of Publication-Pantagraph Newspaper

Motion: That an Ordinance be adopted approving the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the annexation and rezoning to B-1, Highway Business District, for the property commonly located at 2229 Springfield Road, east of Springfield Road and south of Szarek Drive (approximately 2.5 acres, PIN: 21-17-126-006), and that the Mayor and City Clerk be authorized to sign the necessary documents.

Motion: _____ Seconded by: _____

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

Ordinance No. 2016-_____

AN ORDINANCE ANNEXING AND REZONING TO B-1, HIGHWAY BUSINESS DISTRICT, 2.50 ACRES WEST OF SPRINGFIELD ROAD AND SOUTH OF SZAREK DRIVE TO THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

WHEREAS, the City of Bloomington has heretofore entered into an Annexation Agreement with Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

WHEREAS, the Planning Commission of the City of Bloomington, after proper notices were given, conducted a Public Hearing on said Annexation Agreement and rezoning for the premises described in Exhibits B and C; and

WHEREAS, the Planning Commission of the City of Bloomington has determined that said premises are contiguous to the corporate limits of the City of Bloomington and are not within the confines of any other municipality of the State of Illinois, and that the Owner has given all notices required to be given by 65 ILCS 5/7-1-1; and

WHEREAS, following said public hearing, the Planning Commission considered the question of annexation and rezoning and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided, and said proposed rezoning follows the general comprehensive plan. The Planning Commission further has recommended approval of said Annexation Agreement and rezoning; and

WHEREAS, the City Council of said City, after public hearing has adopted and approved said Annexation Agreement; and

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and to annex and rezone said Premises described in Exhibits A, B and C.

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

1. That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit(s) B and C is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.
2. That the Annexation Agreement, hereinabove referred to and hereto attached be and that the same hereby is ratified, affirmed, and incorporated into this Ordinance.
3. That the property hereinabove described is by this Ordinance hereby annexed to and does by said Ordinance become part of the incorporated City of Bloomington, McLean County, Illinois and that the boundary of said City is hereby changed to include the property hereinabove described.

4. That the premises described in Exhibit(s) B and C be hereby zoned as follows under Chapter 44 of the Bloomington City Code, to-wit: B-1, Highway Business District.
5. That this Ordinance shall be in full force from the date of its passage.

PASSED this 26th day of September, 2016.

APPROVED this ____ day of September, 2016.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

APPROVED AS TO FORM:

Jeffrey Jurgens, Corporation Counsel

ANNEXATION AGREEMENT

Pursuant to legislative authorization found in Article 11 Division 15.1 of the Illinois Municipal Code of 1961 as amended, (65 ILCS 5/11-15.1-1 et seq.) and for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Bloomington, Illinois, a Municipal Corporation, hereinafter referred to as “City” and Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereinafter referred to as “Owner” enter into this Annexation Agreement (“Agreement”) for the annexation of property into the City.

WHEREAS, Owner is the owner of record of the premises hereinafter described on Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Owner is desirous of having said premises annexed to the City and the City is desirous of annexing said premises; and

WHEREAS, said premises is not within the corporate limits of any municipality, but is contiguous to the City; and

WHEREAS, the Owner is desirous of having said premises zoned B-1 upon annexation to the City; and

WHEREAS, the Owner has given all notices required to be given by Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and Owner agree as follows:

1. ANNEXATION PETITION

Owner, subject to the terms and conditions set forth in this Agreement, has petitioned the City of Bloomington, requesting annexation of the property described on Exhibit “A” to the City’s corporate limits. The City published and gave such notices and conducted such public hearings as are required to annex the premises, including specifically, public hearings on this annexation agreement conducted after notice as required by law and ordinance.

2. ANNEXATION

The City agrees to adopt an ordinance annexing the property described on Exhibit “A” to the City of Bloomington.

3. ZONING

City agrees to rezone the property to B-1 subsequent to any public hearings required by the City Code.

4. DEVELOPMENT OBLIGATIONS

With regard to the annexation, and development of the premises, the installation of public improvements within and serving the premises; and the use and development of the premises during the life of this agreement, the following shall apply:

- A. Stormwater Detention. Owner shall provide onsite detention or pay a fee-in-lieu for storm water detention pursuant to the City Code in place at the time of annexation.
- B. Annexation Fee. Owner shall pay an annexation fee pursuant Chapter 8.5 Section 205 of the City Code in place at the time of annexation.

5. OBLIGATION TO DEVELOP PER CODE

In the construction and use of improvements on the subject property the Owner shall comply with all zoning subdivision, building, mechanical and other applicable codes and ordinances of the City of Bloomington in effect at that time.

6. ANNEXATION TO OTHER TAXING DISTRICTS

That owner, as soon as practicable, but not later than 30 days from the date of annexation to the City, shall file and thereafter diligently pursue the necessary petition to annex the property to the Bloomington-Normal Airport Authority and the Bloomington and Normal Water Reclamation District.

7. COVENANTS AND AGREEMENTS

The covenants and agreements contained in the Agreement shall be deemed to be covenants running with the land during the term of this Agreement, shall inure to the benefit and be binding upon the heirs, successors and assigns of the parties hereto.

8. TERM

The term of this Agreement shall be for twenty (20) years from and after the effective date of the annexation of the Subject Property.

9. NOTICES

Any and all notices required or desired to be given hereunder shall be in writing and shall be delivered personally or sent via certified or registered mail, postage pre-paid and addressed as follows:

City of Bloomington
Attn: City Manager
109 East Olive Street
Bloomington, IL 61701

Mr. Neil Gauger
Trustee of T&R Trust Dated December 24, 2014
2233 Springfield Road
Bloomington, IL 61701

or to such other person or address as a party may designate in a like manner.

10. ADOPTION OF ORDINANCES

The City agrees to adopt such ordinances as may be required to give legal effect to the matters contained in this Agreement.

11. DORMANT SPECIAL SERVICE AREA

1. A dormant special service area will be established over the Property, with the cooperation and participation of the Owner, to provide for the on-site public improvements for the Property, as well as to pay for the costs and expenses directly or indirectly related in any way to the on-site public improvements, including, without limitation:
 - a. construction, installation, repair, or maintenance of the on-site public improvements in the event that the Owner is for any reason unable to do so and there is inadequate or unavailable security to construct and install the on-site public improvements;
 - b. legal, engineering, and construction management expenses related to the construction, installation, repair, or maintenance of the on-site public improvements;
 - c. direct and indirect administrative expenses;
 - d. payment of public liability insurance premiums; or
 - e. reimbursement to the City for funds it expended or incurred to construct, install, repair, or maintain the on-site public improvements.

The Owner will pay for all costs incurred by the City in establishing the dormant special service area including, without limitation, the payment of all attorneys' fees incurred by the City in establishing the special service area as well as reimbursement to the City for any and all costs and expenses incurred by the City.

2. The City will have the automatic right to activate the dormant special service area and extend the taxes in association with the special service area upon the occurrence of any of the following events:

- a. failure of the Owner for any reason to complete such public improvements;
 - b. inadequacy of the performance security established by the Owner as required by this Annexation Agreement; or
 - c. failure or refusal by the bank to fulfill or otherwise honor the performance security established by the Owner as required by this Annexation Agreement.
- 3. By purchasing a lot in the Property, each purchaser of a lot, for himself or herself and his or her respective successors in title, forever waives any right to challenge the assessment or collection of a tax or assessment imposed by the City against the lot pursuant to a special service area established in accordance with this §11, provided such special service area is not amended in any way that requires a new public hearing.
 - 4. The Declaration of Covenants for all lots in the Property will include similar language regarding the establishment of the special service areas.
 - 5. Nothing in this §11 will prevent the Owner or any individual lot Owner from exercising his or her statutory right to object to the establishment or amendment of the Dormant Special Service Area.
 - 6. Upon the City's formal acceptance of the on-site public improvements for the Property and the expiration of any maintenance guarantee period, as provided in §11 of this Annexation Agreement, the City will take all reasonable actions to have the Dormant Special Service Area dissolved. In no event will the City seek the extension of the special service area tax after it has formally accepted the on-site public improvements for the Property and the expiration of any maintenance guarantee period.

12. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

- A. Time of the Essence. Time is of the essence in the performance of this Agreement.
- B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

- D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- I. Exhibits. The Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- J. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.
- K. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.
- L. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents

to the City (i) that the Trust is the record and beneficial owner of fee simple title to the Property, (ii) except for a mortgage on the property, if any, no other person has any legal, beneficial, contractual, or security interest in the Property and that annexing the property is not a violation of the security interests, (iii) that the Trust has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property is subject.

- M. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owners agree that they will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.
- O. Recording. After the Owner has paid to the City an amount sufficient to cover the cost of recording this Agreement, all necessary plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of McLean County.

[signatures on next page]

EXECUTED and ADOPTED this ____ day of _____, 2016, in Bloomington, Illinois.

CITY OF BLOOMINGTON

By: _____
Tari Renner, Mayor

Attest:

By: _____
City Clerk

OWNER: T&R TRUST DATED
DECEMBER 24, 2014

By: _____
Neil A. Gauger, Trustee of the T&R
Trust Dated December 24, 2014

To Whom It May Concern,

Bruce Pedigo, who is acting on behalf of Joe's Towing and Cindy Szarek, Property co-owner adjacent to property, have come to an agreement concerning the annexation and rezoning of 2229 Springfield Road, Bloomington, Illinois 61701 on the following items:

1. No lighting on newly annexed parcel.
2. No operation of idling trucks and/or heavy equipment between 7:00 pm and 7:00 am.
3. Trees to remain in the 15-foot transition yard. Trees in that location would not only help block the view, but would filter some noise and diesel fumes.
4. Installation of grey fence instead of white.
5. Cindy will not oppose leaving the existing fence and rail.

We would like to see these become part of the Annexation Agreement.

Cindy Szarek
9-14-16

Bruce Pedigo
9-14-16

Exhibit A

Tract No. 2: The East 1/2 of 5 acres off the South side of Lot 16 in the North West 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

PIN: 21-17-126-006

Common

Address: 2229 Springfield Road, Bloomington, Illinois 61701

Petitioner: Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014

ANNEXATION PLAT

PART OF NW 1/4 SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

This is a plat of a tract of land to be annexed to the City of Bloomington, McLean County, Illinois, the Bloomington and Normal Water Reclamation District, and the Bloomington-Normal Airport Authority.

Description of Property to be Annexed:

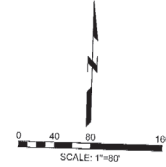
The East 1/2 of 5 acres off the South side of Lot 16 in the Subdivision of the Northwest 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704



By: Joe Adams
Joseph D. Adams
Professional Land Surveyor No. 3704

DATE: 5/27/16
EXP. DATE: 11-30-2016
DESIGN FIRM REGISTRATION
NO. 184-001856



LEGEND

EXIST. CORPORATE LIMITS LINE
LIMITS OF AREA TO BE ANNEXED



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE

Date Description

PROJECT

T&R TRUST ANNEXATION

BLOOMINGTON, ILLINOIS

Date: 05-27-16

Design/Drawn: DJM

Reviewed: BAB

Book No.: - Field: -

Project No.: 0160811.00

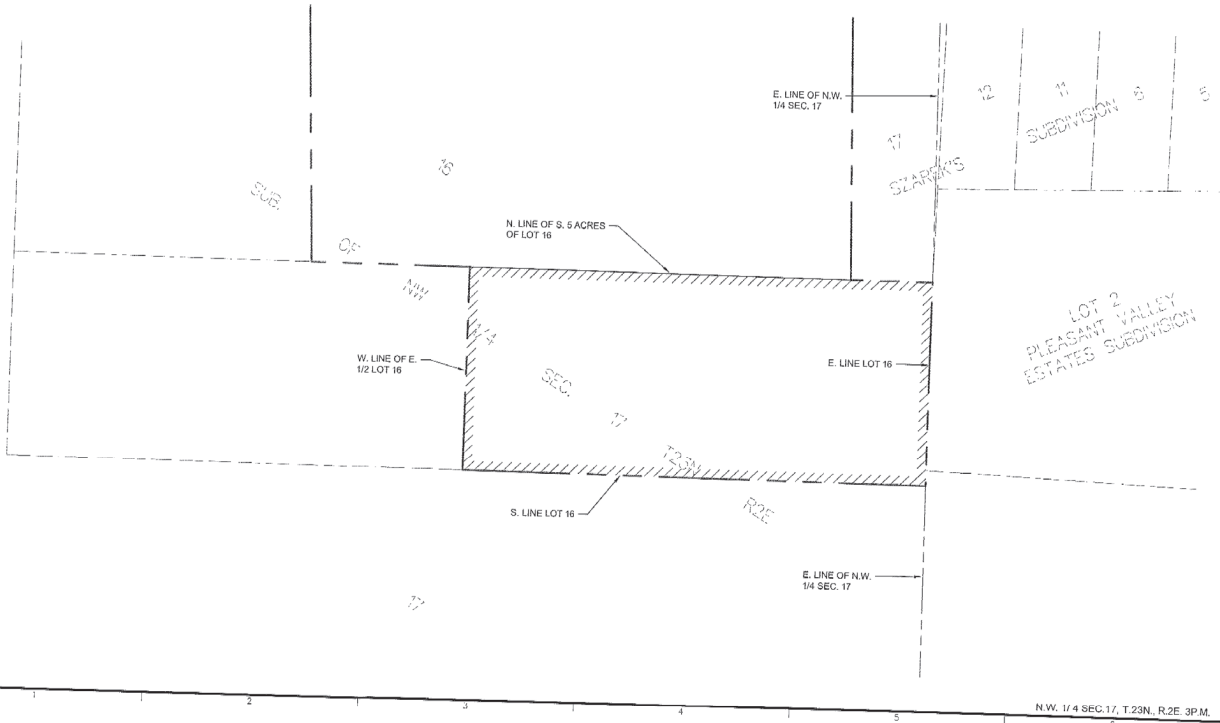
SHEET TITLE

ANNEXATION PLAT

SHEET NUMBER

1 of 1

File No.: 18-2151



State of Illinois)
) ss.
County of McLean)

Now comes Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

- 17

Petition for Annexation

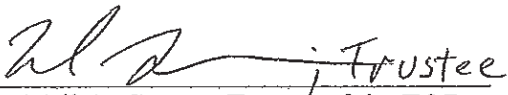
Page 2 of 2

7. 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(s) by the zoning of said premises to the A-Agriculture District.

WHEREFORE, your petitioner respectfully prays that said Annexation Agreement be approved, that said premises be annexed to the City of Bloomington, McLean County, Illinois, and 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 to Zone B-1.

Respectfully submitted,

Dated: 7/7/16


By: Neil A. Gauger, Trustee of the T&R
Trust Dated December 24, 2014

Petitioner's Attorney:
G. Timothy Leighton, Esq.
Leighton Legal Group, LLC
802 N. Clinton Street, Ste. 1
Bloomington, IL 61701
309/ 828-7600

OWNER'S CERTIFICATE

State of Illinois)
) ss.
County of McLean)

KNOW ALL PERSONS BY THESE PRESENTS, That I, Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereby certify that the T&R Trust Dated December 24, 2014 is the owner of the premises described in Exhibit A attached hereto and incorporated herein, which is the subject of a certain Petition for Annexation to the City of Bloomington, McLean County, Illinois, and for Amendment of the Official Zoning Map of the City of Bloomington, McLean County, Illinois, which is depicted by the Annexation Plat prepared by Joseph D. Adams on May 27, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this

7 day of July, 2016.

Name: T&R Trust Dated December 24, 2014

By: Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014

{Seal}

NOTARY CERTIFICATE

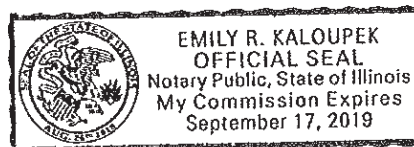
State of Illinois)
) ss.
County of McLean)

I, Emily R. Kaloupek, a Notary Public in and for the County and State aforesaid, do hereby certify that Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, personally known to be the same person whose name is subscribed to the foregoing owner's Certificate, appeared before me this day in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 7 day of July, 2016.

Emily R. Kaloupek
Notary Public

My commission expires 9/17/19.



Applicant: T&R Trust Dated December 24, 2014
Contact: Emily Kaloupek
Address: 2233 Springfield Road
Bloomington, IL 61701

Project: 2229 Springfield Annexation
Address: 2229 Springfield Road, Bloomington

IDNR Project Number: 1611233
Date: 05/27/2016

Description: Annexation of 2229 Springfield Road from McLean County to City of Bloomington.

Natural Resource Review Results

Consultation for Endangered Species Protection and Natural Areas Preservation (Part 1075)

The Illinois Natural Heritage Database contains no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

Consultation is terminated. This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary. Termination does not imply IDNR's authorization or endorsement.

Location

The applicant is responsible for the accuracy of the location submitted for the project.

County: McLean

Township, Range, Section:
23N, 2E, 17



IL Department of Natural Resources
Contact
Natalia Jones
217-785-5500
Division of Ecosystems & Environment

Government Jurisdiction
City of Bloomington
Katie Simpson, City Planner
109 E. Olive Street
Bloomington, Illinois 61701

Disclaimer

The Illinois Natural Heritage Database cannot provide a conclusive statement on the presence, absence, or condition of natural resources in Illinois. This review reflects the information existing in the Database at the time of this inquiry, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, compliance with applicable statutes and regulations is required.

Terms of Use

By using this website, you acknowledge that you have read and agree to these terms. These terms may be revised by IDNR as necessary. If you continue to use the EcoCAT application after we post changes to these terms, it will mean that you accept such changes. If at any time you do not accept the Terms of Use, you may not continue to use the website.

1. The IDNR EcoCAT website was developed so that units of local government, state agencies and the public could request information or begin natural resource consultations on-line for the Illinois Endangered Species Protection Act, Illinois Natural Areas Preservation Act, and Illinois Interagency Wetland Policy Act. EcoCAT uses databases, Geographic Information System mapping, and a set of programmed decision rules to determine if proposed actions are in the vicinity of protected natural resources. By indicating your agreement to the Terms of Use for this application, you warrant that you will not use this web site for any other purpose.

2. Unauthorized attempts to upload, download, or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

3. IDNR reserves the right to enhance, modify, alter, or suspend the website at any time without notice, or to terminate or restrict access.

Security

EcoCAT operates on a state of Illinois computer system. We may use software to monitor traffic and to identify unauthorized attempts to upload, download, or change information, to cause harm or otherwise to damage this site. Unauthorized attempts to upload, download, or change information on this server is strictly prohibited by law.

Unauthorized use, tampering with or modification of this system, including supporting hardware or software, may subject the violator to criminal and civil penalties. In the event of unauthorized intrusion, all relevant information regarding possible violation of law may be provided to law enforcement officials.

Privacy

EcoCAT generates a public record subject to disclosure under the Freedom of Information Act. Otherwise, IDNR uses the information submitted to EcoCAT solely for internal tracking purposes.

NOTICE OF PETITION OF ANNEXATION TO THE CITY OF BLOOMINGTON,
McLEAN COUNTY, ILLINOIS

AND FOR AMENDMENT OF THE OFFICIAL ZONING MAP OF THE
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLIONIS

State of Illinois)
) ss.
County of McLean)

TO:

Bloomington Township
 Ms. Jennifer Capodice, Supervisor
 Mr. Rodney Boester, Highway
 Commissioner
 Mr. Gary Pearl, Clerk
 Ms. Lynna Bonnell, Trustee
 Mr. Donald Kratz, Trustee
 Mr. Michael O'Shea, Sr., Trustee
 Mr. Christopher Witte, Trustee
Bloomington Township Building
2501 Fox Creek Rd.
Bloomington, IL 61705

Bloomington Township Fire Protection
District
Mr. Tom Willan, Chief
14880 Old Colonial Rd.
Bloomington, IL 61705

Bloomington-Normal Airport Authority
Mr. Carl Olson, Executive Director
3201 Cira, Dr., #200
Bloomington, IL 61701

Bloomington Normal Water Reclamation
District
Mr. Randall Stein, Executive Director
P.O. Box 3307
Bloomington, IL 61702-3307

McLean County Unity District #5
Mr. Mark Daniel, Superintendent
1809 W. Hovey
Normal, IL 61761

Bloomington School District #87
Dr. Barry M. Reilly, Superintendent
300 E. Monroe St.
Bloomington, IL 61701

Bloomington Public Library District
205 E. Olive St.
Bloomington, IL 61701

Golden Prairie Library
205 W. Olive St.
P.O. Box 3308
Bloomington, IL 61702

NOTICE OF ANNEXATION AND REZONING

Now comes Neil Gauger, Trustee of the T&R Trust Dated December 23, 2014, hereinafter referred to as your Petitioner, respectfully respresenting and requesting as follows.

1. That your Petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described as:

Tract No. 2: The East 1/2 of 5 acres off the South side of Lot 16 in the North West 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois. Common Address: 2229 Springfield Rd. PIN: 21-17-126-006.

2. That said premises request change of zoning classification from A – Agriculture District, to B – 1 Highway Business District;
3. That the proposed changes are scheduled to be discussed at a meeting held by the Bloomington Planning Commission on September 14, 2016 at 4:00 p.m. in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois and at a meeting held by the City Council of the City of Bloomington on September 26, 2016 in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois.

Respectfully submitted,

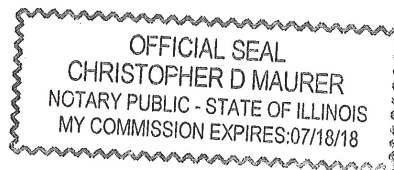


Renee Gooderham
Records & Information Manager
City of Bloomington

Subscribed and Sworn to before me this 30th day of August August 2016



Notary Public



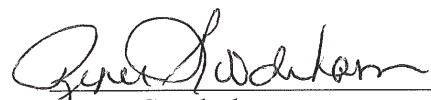
CITY OF BLOOMINGTON
SERVICE OF NOTICE AFFIDAVIT

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) ss

I, Renee Gooderham, being first duly sworn under oath, do solemnly swear that:

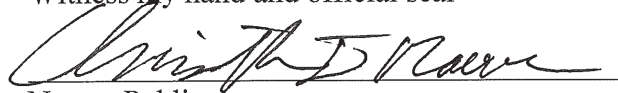
1. That I am the Records and Information Manager for the City of Bloomington.
2. That on the 30th day of August, 2016, I caused to be mailed via certified mail the attached Notice of Proposed Annexation of Territory to the public bodies and elected officials set forth on the attaché Service List to said Notice of Annexation and Rezoning of Territory.
3. That the Notice of Annexation and Rezoning of Territory was served to parties as required by Section 7-1-1 of the Illinois Municipal Code, at least ten (10) day and not more than thirty (30) day in advance of the Bloomington Planning Commission Meeting and City of Bloomington Council's consideration of annexation and rezoning of the territory identified therein, by certified or registered mail.
4. That the Notice of Annexation and Rezoning of Territory was also sent to the Bloomington Water Reclamation District, Bloomington School District #87, Central Illinois Regional Airport Authority, Heartland Community College #540 and Normal Community Unit School District #5 in accordance with the City's ordinance requirements.

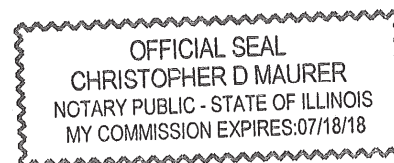
Further affiant sayeth naught.


Renee Gooderham
Records & Information Manager

Subscribed and sworn to
Before me this 30th
Day of August, 2016

Witness my hand and official seal

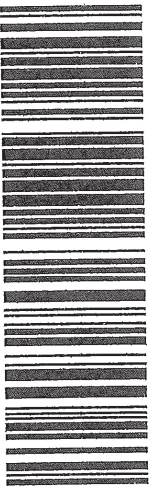

Notary Public





CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



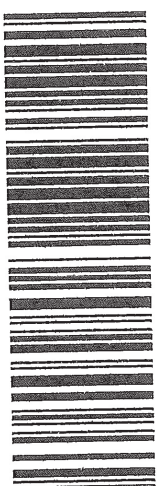
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Heartland Community College #540
1500 W. Raab Rd.
Normal, IL 61761



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



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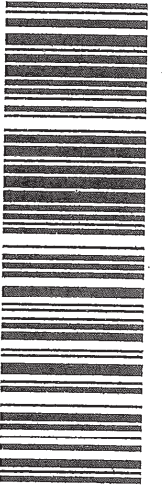
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Bloomington Township Building
Ms. Lynna Bonnell, Trustee
2501 Fox Creek Rd.
Bloomington, IL 61705



CITY OF BLOOMINGTON

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61702-3157



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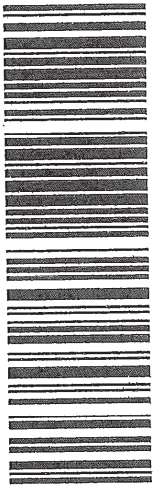
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Mr. Michael O'Shea, Sr., Trustee
2501 Fox Creek Rd.
Bloomington, IL 61705

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CITY OF BLOOMINGTON

109 East Olive Street
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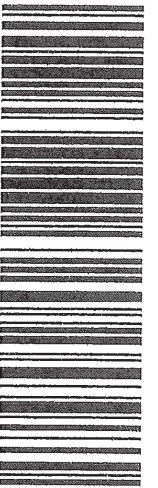
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Bloomington Township Building
Mr. Donald Kratz, Trustee
2501 Fox Creek Rd.
Bloomington, IL 61705



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



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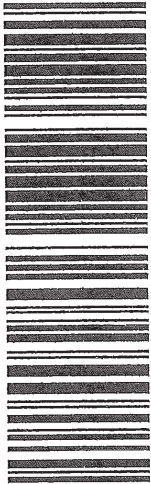
Bloomington Normal Water Reclamation
Mr. Randall Stein, Executive Director
P.O. Box 3307
Bloomington, IL 61702-3307

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CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



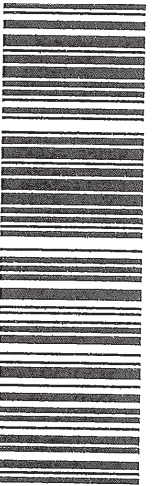
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Bloomington Township Building
Mr. Christopher Witte, Trustee
2501 Fox Creek Rd.
Bloomington, IL 61705



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



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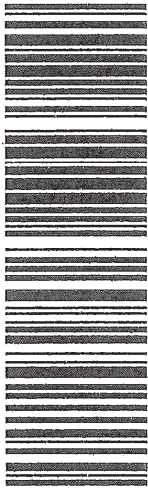
Bloomington School District #87

Dr. Barry M. Reilly, Superintendent
300 E. Monroe St.
Bloomington, IL 61701



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



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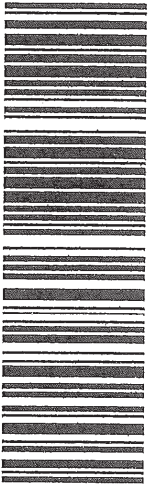
McLean County Unity District #5
Mr. Mark Daniel, Superintendent

1809 W. Hovey
Normal, IL 61761



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



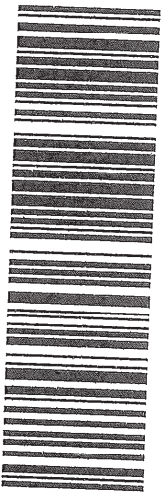
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Bloomington Township Fire Protection District
14880 Old Colonial Rd.
Bloomington, IL 61705



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



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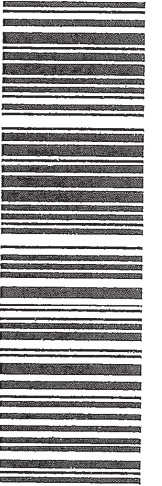
CERTIFIED MAIL

Bloomington Public Library District
205 E. Olive St.
Bloomington, IL 61701



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157

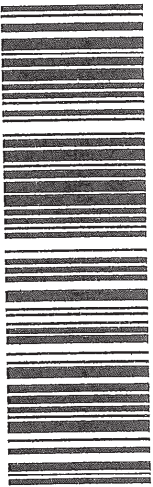


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CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



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Bloomington Township Building
Ms. Jennifer Capodice, Supervisor
2501 Fox Creek Rd.
Bloomington, IL 61705

Bloomington-Normal Airport Authority
Mr. Carl Olson, Executive Director
3201 Cira, Dr., #200
Bloomington, IL 61701



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



91 7199 9991 7030 8742 8049

Bloomington Township Building

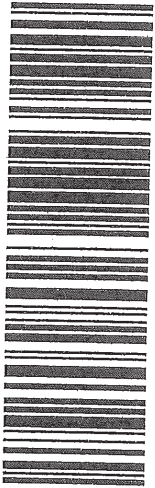
**Mr. Gary Pearl, Clerk
2501 Fox Creek Rd.
Bloomington, IL 61705**



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157

CERTIFIED MAIL



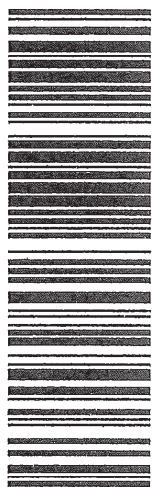
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**Bloomington Township Building
Mr. Rodney Boester, Highway Commissioner
2501 Fox Creek Rd.
Bloomington, IL 61705**



CITY OF BLOOMINGTON

109 East Olive Street
Post Office Box 3157
Bloomington, Illinois
61702-3157



91 7199 9991 7030 8742 8155

Golden Prairie Library
205 W. Olive St.
P.O. Box 3308
Bloomington, IL 61702

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 Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) 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 (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of A-Agriculture 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 petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the Zone B-1 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(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) 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 A-Agriculture District to Zone B-1.

Respectfully submitted,

Dated: 7/2/16

Neil A. Gauger Trustee
By: Neil A. Gauger, Trustee of the T&R Trust
Dated December 24, 2014

Petitioner's Attorney:
G. Timothy Leighton, Esq.
Leighton Legal Group, LLC
802 N. Clinton Street, Ste. 1
Bloomington, IL 61701
309/ 828-7600

Section 44.6-30

Permitted Uses in the B-1 District

Accounting, Auditing, Bookkeeping	Business Management Consulting
Advertising Services	Business Schools
Agency Supervised Homes	Cabinet making, woodworking, furniture repair
Agency-Operated Family Homes	Cameras, Photographic Supplies
Agency-Operated Group Homes	Camping, Recreational Equipment Sales
Agriculture	Candle Shops
Ambulatory Surgical Treatment Center	Candy Confectionery Sales
Amphitheaters	Car Wash
Amusement Parks	Carpentry Services
Animal Detention Facilities, with no outdoor exercise areas	Catering Services
Animal Hospitals	Cemeteries
Antique Stores	Childrens Homes, Orphanages
Apparel Shops	China, Glassware, Metalware Stores
Appliance Stores	Churches, Synagogues, Temples
Aquariums	Cigar, Tobacco Products Sales
Arenas, Field Houses, Stadiums	Clinics
Art Galleries, Museums	Collection Services
Art Supplies, Craft Stores	College-University Classrooms
Athletic Clubs, YMCA, YWCA	Commercial Printing Services
Auction Houses	Commodity Contract Brokers
Auditoriums, Concert Halls	Community Centers
Automobile and Accessories Sales	Computer Services
Automobile Engine Electrical System Diagnostic Services	Convalescent Homes, Rest Homes
Automobile Rental Service	Convenience Establishments
Automobile Repair Shops	Country Clubs, Golf Clubs
Automobile Service Stations	Credit Services
Awning, Tent, Canvas Products Sales	Cultural Activities
Bakery Products Sales	Currency Exchanges
Ballrooms, Dance Halls	Dairy Products
Banking Services	Dance Studios, Music Studios
Barber Shops, Beauty Shops	Day Care Centers
Bars, Taverns, Nightclubs	Delicatessens
Bed & Breakfast Establishments	Dental Services
Billiard Centers, Pool Halls	Department Stores
Birth Center	Detective and Protective Services
Blueprinting and Photocopying	Diagnostic Imaging Center
Boarding Schools	Diagnostic Laboratory Treatment Facility
Boat Sales, Service, Rental	Diaper Services
Book, Stationery Stores, Newsstands	Domestic Violence Shelter
Bowling Establishments	Donut Shops, Ice Cream Shops
Building Construction Services	Draperies, Curtains, Uphostery
Bus Passenger Terminals	Dressmaking, Tailor Shops
Bus Sales Service	Drive-in Refreshment Stands
	Drug Stores
	Dry Cleaning Services

Dry Goods, Piece Goods Stores
 Duplicating, Mailing Services
 Dwellings, Two-Family
 Educational and Research Services
 Electrical Repair Service
 Electrical Services
 Electrical Supply Sales
 Electricity Regulating Substations
 Electronics Assembly Plants
 Employment Services
 Engineering, Architectural Services
 Equipment Rental , Leasing Services
 Exhibition/Exposition Halls
 Extended Stay Motel
 Exterminating-Pest Control Services
 Farm Machinery Sales and Service
 Farm Supply Stores
 Financial Services
 Fish Hatcheries, Poultry Hatcheries
 Fishing Camps
 Flammable Liquid Pipelines
 Floor Covering Stores
 Florist Shops
 Food Pantry
 Forestry
 Fuel Oil Service
 Funeral Parlor, Mortuary
 Furniture Stores
 Garden Supply Stores
 Gas Regulatory Stations
 General Merchandise Stores
 Gift Shops
 Golf Courses - Not Miniature Golf
 Golf Driving Ranges
 Government Services
 Greeting Card Shops
 Grocery Stores, Supermarkets
 Gun Shops
 Gymnasiums, Recreation Centers
 Hardware Stores
 Health Clubs
 Health Spas, Reducing Salons
 Heating Plumbing Equipment Sales
 Hobby Shops, Toy Stores
 Home for the Aged
 Home Improvement Center
 Home Maintenance Services
 Horticultural Services

Hospitals, Except Animal Hospitals
 Hotels, Motels, Motor Hotels
 Ice Rinks
 Institution for Child Care
 Institution for the Handicapped
 Insurance Services
 Irrigation Channels
 Jewelry Stores, Watch Repair
 Kennels, with no outdoor exercise areas
 Knit Goods Shops
 Laboratory, Psychological
 Laundering Services
 Leather Goods Shops
 Legal Services
 Legitimate Theaters
 Libraries
 Linen Supply Services
 Linen Supply Stores
 Linen Supply Stores
 Liquor Stores
 Lodging Houses
 Lumber Yards, Building Materials
 Mail Order Houses
 Marine Craft and Accessory Sales
 Massage Therapy Studio
 Medical Marijuana Dispensing Organization
 Medical, Health Services
 Mental Health Facilities
 Merchandise Vending Machine Sales
 Miniature Golf Courses
 Miscellaneous Services N.E.C.
 Monument Sales
 Motels, Hotels, Motor Hotels
 Motion Picture Studios
 Motion Picture Theaters
 Motor Vehicle Sales, Service N.E.C.
 Motor Vehicle Storage
 Motorcycle Sales and Service
 Music Stores, Record Shops
 News Syndicate Services
 Nursery Schools
 Nursing Homes
 Offices
 Optical Goods, Hearing Aids Sales
 Other Clubs Not Classified
 Other Specialty Shops, N.E.C.
 Outdoor Advertising Services
 Packing and Crating Services

Paint, Glass, Wallpaper Stores
 Painting, Decorating Services
 Parking Lot, Commercial
 Parking Lot, Noncommercial
 Parks, Playgrounds, Aboretums
 Penny Arcade
 Pet Shops
 Pharmacy
 Photofinishing Services
 Photographic Services
 Planetariums
 Plumbing, Heating Services
 Police Stations, Fire Stations
 Postal Services
 Post-Surgical Recovery Care Center
 Pottery, Ceramic Products Sales
 Pre-Schools
 Printing, Publishing, Allied Uses
 Professional Clubs, Business Clubs
 Professional Supply Repair Services
 Radio Broadcasting Studios
 Radio, Television Repair Services
 Radio, Television Stations-Towers
 Radio,. Television Stores
 Rail Passenger Terminals
 Real Estate Services
 Record Shops, Music Stores
 Rehabilitation Schools
 Religious Education Facility
 Research and Testing Services
 Restaurants, Cafeterias
 Riding Stables, Riding Schools
 Roadside Markets
 Roller Skating Rinks
 Rooming Houses
 Rooming Houses
 Savings and Loan Associations
 Security and Commodity Services
 Service Clubs, Civic Clubs
 Sewage Lift Stations
 Sheltered Care Homes
 Shoe Repair Services
 Shoe Stores
 Sign Painting Services
 Ski Mobile Sales, Service
 Social Clubs, Lodges
 Specialty Food Shops
 Specialty Schools

Sporting Goods, Bicycle Sales
 Stenographic Services
 Swimming Clubs
 Swimming Pools
 Taxi Terminals
 Telegraph Message Centers
 Telephone Exchange Stations
 Telephone Exchange Substations
 Telephone Relay Towers
 Television Broadcasting Studios
 Tile Abstracting Services
 Tires, Batteries, Accessories Sales
 Trade Supply Sales-Service
 Trading Stamp Services
 Transfer Services
 Travel Arranging Services
 Treatment Centers for Drug Abuse
 Tree Sales, Nurseries, Greenhouses
 Truck Rental Service
 Truck Sales and Service
 Truck Stops, Truck Plazas
 Truck Wash
 Utility Conduits, Lines, Pipelines
 Variety Stores
 Veterinarian Services
 Video Sales and Rental Stores
 Vocational Schools
 Water Pressure Control Stations
 Water Purification Plants
 Water Storage Reservoirs
 Welding Services
 Well Drilling Services
 Window Cleaning Services
 Zoos
 Airports and Landing Fields (S)
 Amusement Centers (S)
 Animal Detention Facilities, with outdoor
 exercise areas (S)
 Crematories (S)
 Drive-in Motion Picture Theaters (S)
 Dwellings, Single-Family (S)
 Fairgrounds, Agricultural Exhibits (S)
 Go-Cart Tracks (S)
 Group Homes for Parolees (S)
 Group Homes for Parolees (S)
 Group or Organized Camps, Resorts (S)
 Heliports, Heliport Terminals (S)
 Kennels, with outdoor exercise areas (S)

Manufactured Home Sales (S)
 Mini Warehouses (S)
 Mobile Home Sales (S)
 Race Tracks, Grandstands (S)
 Recreation Vehicle Camps (S)
 Refuse Disposal Services (S)
 Sewage Treatment Plants (S)
 Shooting Galleries, Rifle Ranges (S)
 Tourist Camps (S)
 Travel Trailer Camps (S)
 Wholesale Sales Establishments (1)
 Towing Services (2)
 Adult Cabaret (5)

Adult Hotels/Motels (5)
 Adult Lingerie Modeling Studios (5)
 Adult Media Stores (5)
 Adult Modeling Studios (5)
 Adult Motion Picture Theaters (5)
 Sex Shops (5)
 Sexually Oriented Entertainment Business (5)
 Dwellings, Multiple Family (9)
 Townhouses (9)
 Telecommunication Antenna Facilities (10)
 Media Shops (12)
 Mobile Food and Beverage Vendor (13)

(S) = allowed with a special use

(1) = allowed only as accessory use occupying not more than 40% floor area of any story

(2) = allowed only as accessory use occupying not more than 25% floor area of any story

(5) = allowed provided that no lot line of the lot to be occupied by such use shall be located closer than 1,000 feet to the lot line of a residential, recreational, public assembly (or the like) use

(9) = allowed as a special use if the lot was rezoned B-1 after August 26, 1996

(12) = allowed as permitted use but subject to conditions that adult media kept in a separate room
 1) that is not open to anyone under age (18) and; 2) physically and visually separated from the rest of the shop by an opaque wall and; be located so that the entrance is as far as reasonably possible from media of a particular interest to children; and 4) have access controlled by warning signs to provide assurance that persons under age 18 will not accidentally enter and; 5) provide signs stipulating that persons under age 18 are not permitted in such a room.

(13) = permitted but subject to the requirements of Section 44.4-4 G.



Aerial View of 2229 Springfield Road



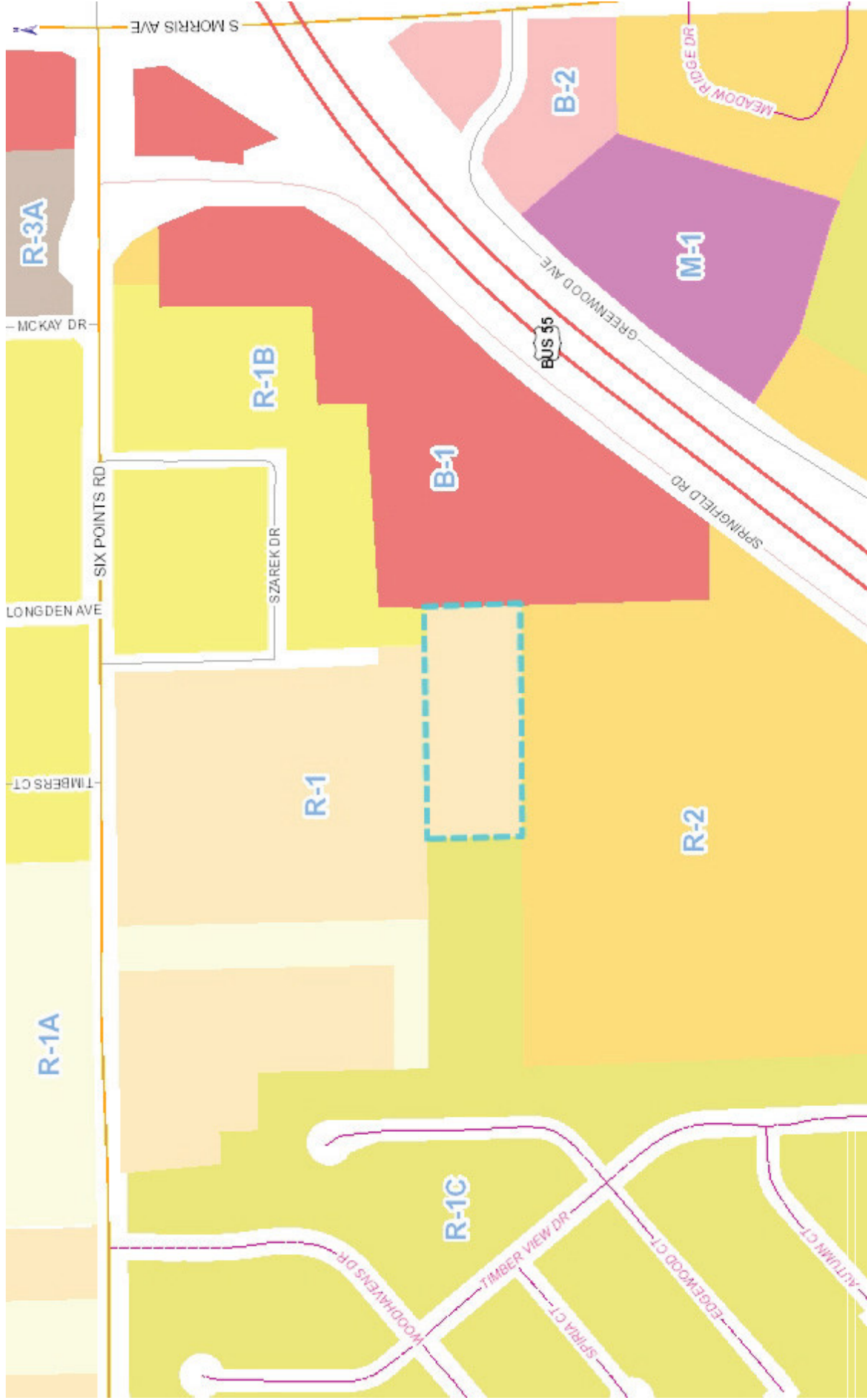
Notes

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Zoning Map of 2229 Springfield Road



Notes

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**CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
SEPTEMBER 14, 2016**

SUBJECT:	TYPE:	SUBMITTED BY:
Z-25-16 Annexation agreement and Annexation of 2.50 acres at 2229 Springfield Road	The petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of an annexation agreement, the annexation, and rezoning of the property.	Katie Simpson City Planner
Z-26-16 Rezoning for approximately 2.50 acres at 2229 Springfield Road from R-1 (county) to B-1.		

REQUEST

The petitioner is seeking approval of an Annexation Agreement, Annexation, and a Rezoning of approximately 2.50 acres located west of Springfield Road and south of Szarek Drive.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Public notice was published in *The Pantagraph* on August 30, 2016.

GENERAL INFORMATION

Owner and Applicant: Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014

PROPERTY INFORMATION

Existing Zoning: R-1 (unincorporated)
Existing Land Use: Vacant, auto storage.

Surrounding Zoning and Land Uses

Zoning

North: R-1, Single Family Residential (unincorporated)

South: R-2, Mixed Residential

East: B-1, Highway Business District

West: R-1C, High Density Single Family Residential

Land Uses

North: Single-family residence, vacant lot

South: Vacant lot

East: Vehicle Storage

West: Single-family houses, noncommercial parking lot

PROJECT DESCRIPTION

The subject property is approximately 2.50 acres of unincorporated, undeveloped land. The petitioner owns property to the east currently used as vehicle storage and a towing business. The petitioner is proposing to expand the existing business to the east, onto the subject property. The subject property is landlocked and would receive access, from Springfield Road, through the lot to the east. The petitioner is proposing adding a hard surface to the lot to facilitate vehicle storage and a driver training/practice area for tow truck employees. The property owner will need to provide detention, in a manner approved by the Engineering Department, if 1,400 square feet of pervious area is disturbed. Additionally, the property does not currently have water or

sewer. In the future, the property is to be developed for residential or a different business that requires utilities, sewer and water will need to be added.

Traditionally annexed land is zoned A-Agriculture, therefore the petitioner is also seeking a rezoning to B-1, Highway Business District. The proposed zoning is compatible with neighboring uses and zonings. The B-1 Zoning will trigger transitional yard requirements along neighboring residential, as well as fencing and screening as outlined in Sections 44.4-5, 44.4-7 and 44.7-2.

ANALYSIS

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

1. Annexation Agreement
2. Petition for a Zoning Map Amendment
3. Plat for property being rezoned
4. Aerial photographs

Compliance with the Comprehensive Plan

The Comprehensive Plan 2035 identifies the retention and expansion of existing businesses as a goal.

Findings of Fact: Pursuant to Chapter 8.5 Section 203(d) of the City's Code "The Planning Commission shall consider the amendment to the Official Zoning Map for the City of Bloomington, McLean County and shall recommend the adoption of such amendment unless the Commission finds that such amendment is not in the public or is solely for the benefit of the person requesting such amendment". In making such a finding the Planning Commission may consider:

1. *The suitability of the subject property for uses authorized by the existing zoning;* the property is currently zoned R-1 (unincorporated). The property does not have utilities. It will be challenging to extend water and sewer to the site, creating practical difficulties for a residential zoning. Additionally, without access, the property is more suitable for the proposed improvements and zoning. The standard is met.
2. *The length of time the property has remained vacant as zoned considered in the context of land development in the area;* the property has never been developed. Neighboring development is of single-family houses and business. It is highly unlikely the property will be developed for residential. The proposed improvements can be considered as appropriate improvements. The standard is met.
3. *The suitability of the subject property for uses authorized in the proposed zoning;* the B-1, Highway Business District if contiguous to the existing property. The district allows for auto-orientated businesses. Given the surrounding residential, the rezoning will trigger transitional yard requirements and screening/fencing. However, due to the

Agenda Items A and B

property location and topography, it is unlikely the area would be developed for residential in the near future. The standard is met.

4. *The existing land uses of nearby property;* the proposed rezoning and proposed development are compatible with neighboring uses and zoning districts. Transitional yards are required along residential borders. The standard is met.
5. *Existing zoning of nearby property, relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;* the property owner wishes to develop the property as an extension of the neighboring business. The rezoning should have little impact on neighboring properties. Transitional yards, fencing and screening will mitigate the impact on neighboring residential. The property will also need to accommodate detention and on-site water flow as approved by the Department of Engineering. The standard is met.
6. *The extent to which adequate streets connected to the arterial street system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning district;* the property does not have access, it is landlocked. Access will have to be granted through the neighboring property. There should be little to no impact on the street system. The standard is met.
7. *The extent to which the proposed amendment is consistent with the need to minimize flood damage and whether the development of the subject property for uses permitted in the proposed zoning classification would have a substantial detrimental effect on the drainage patterns in the area;* the petitioner will address detention and drainage in their development; the property owner will need to be conscious of the branch of Sugar Creek which runs through the property and this can be addressed at the time of site review. The standard is met.
8. *The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be supplied to serve the uses permitted in the proposed zoning classification; and the lot is limited in what it can be developed as.* The proposed parking lot is one of the more feasible improvements for this property.
9. *The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article 2.00 of the Bloomington City Code-1960, including the following specific purposes:*
 - a. *To conserve and protect the taxable value of land and structures;*
 - b. *To protect the air, water, and land resources within the City from the hazards of pollution and misuse;*
 - c. *To protect land and structures from natural hazards; including flooding and erosion;*
 - d. *To preserve and protect historic locations, structures and groups*

Agenda Items A and B

- e. To preserve and protect and encourage the development of structures, groups of structures, and neighborhoods of distinctive architectural character and appearance;*
- f. To provide for the orderly and functional arrangement of land uses and structures;*
- g. To establish standards for the orderly development or redevelopment of geographic areas within the City;*
- h. To secure for the public locations for housing, employment, shopping, education, and recreation that are adequate in terms of health, safety, convenience and number;*
- i. To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities;*
- j. To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;*
- k. To permit public involvement in the planning of private land uses which have the potential for significant impact on the use of enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and*
- l. To promote the Official Comprehensive Plan adopted by the City of Bloomington*

The above standard and sub-clauses are met. Staff recognizes items A, B under Section 4 (Developer's Obligations) in the provided agreement as appropriate. If the property is developed in the future to accommodate the need for sewer and water, the tap-on fees will need to be paid at that time. A substandard road fee (commonly found in annexation agreements) in this instance is not applicable since the property does not have frontages, and parkland fee (as explained in Chapter 24) is not required because the development is not residential.

The annexation agreement and rezoning petitions submitted are related; the rezoning is dependent upon the annexation of the property. Additionally Council will consider each item individually, therefore two motions are being proposed.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending that the City Council **approve** Case Z-25-16 a petition submitted by Niel A Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the annexation agreement and annexation of 2.50 acres of land, located at 2229 Springfield Road.

Staff recommends the Planning Commission pass a motion recommending that the City Council **approve** Case Z-26-16 a petition submitted by Niel A Gauger, Trustee of the T&R Trust Dated December 24, 2014 for the rezoning from R-1(unincorporated) to B-1, Highway Business District of 2.50 acres of land, located at 2229 Springfield Road.

Respectfully submitted,

Katie Simpson
City Planner

Agenda Items A and B

Attachments:

1. Annexation Agreement
2. Annexation Petition
3. Rezoning Petition
4. Legal Description "Exhibit A"
5. Owners Certificate
6. Natural Resources Review
7. Notice Affidavit
8. Plat
9. Aerial View
10. Zoning Map
11. Permitted Uses in the B-1 District
12. Newspaper notice, Neighborhood Notification and Notification List

DRAFT
MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, SEPTEMBER 14, 2016, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. Balmer, Mr. Boyd, Mr. Pearson, Mr. Penn, Mr. Suess, Mr. Scritchlow, Chairman Stanczak

MEMBERS ABSENT: Mr. Protzman, Ms. Schubert

OTHERS PRESENT: Ms. Katie Simpson, City Planner; Mr. Tom Dabareiner, Director of Community Development. Mr. George Boyle, City Attorney, Kevin Kothe, City Engineer.

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

ROLL CALL: Mr. Dabareiner called the roll. With seven in attendance, a quorum was present.

PUBLIC COMMENT: There being no public comments the Commission moved on to approval of the minutes.

MINUTES: The Commission reviewed the August 24, 2016 minutes. Mr. Scritchlow moved to approve the August 24, 2016 minutes; Mr. Pearson seconded the motion, which passed unanimously by a voice vote of 7-0.

REGULAR AGENDA:

Z-25-16 Public hearing, review and action on the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of an annexation agreement and the annexation of the property located at 2229 Springfield Road, approximately 2.50 acres

Chairman Stanczak introduced the case. Ms. Simpson presented the staff report and recommended in favor of the annexation agreement and annexation. She added that staff is recommending in favor of the rezoning for the next case, Z-26-16, which is related to the annexation. For convenience, staff will provide one presentation for both cases because they are related. Chairman Stanczak also introduced the second case Z-26-16.

Z-26-16 Public hearing, review and action on the petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting the approval of a rezoning from R-1(County) to B-1, Highway Business District of the property located 2229 Springfield Road, approximately 2.50 acres

Ms. Simpson continued with the presentation for both cases. She showed an aerial photo of the property and described the subject property, its location, its current residential zoning in the County and described its vacancy. She noted the lack of suitability for residential as it is now zoned in the County. She explained that the subject property would gain access through an existing, incorporated property, adding that the new property would gain access from and be used by the existing business at 2229 Springfield Road. She reviewed the surrounding uses, their zoning, and characteristics of the existing property, including the provision of photos of the surrounding uses. Ms. Simpson explained why the petitioner was requesting the rezoning and noted the proposed uses is compatible with the adjacent use. Ms. Simpson showed photos of the property and its surrounding developments. Ms. Simpson indicated the findings of fact supported, in staff's opinion, the annexation agreement, annexation and rezoning. She stated that property's current zoning is not appropriate given the lack of amenities available. She indicated the proposed B-1 zoning is appropriate given its proposed use once in the City. She stated that the rezoning triggers certain requirements such as providing a transitional yard where it is adjacent to residential, fencing and screening. She reiterated that the property would need to meet code prior to issuing building permits. Ms. Simpson explained that we are re-holding the public hearing for these two cases because of a technical matter regarding the publication of the hearing.

Mr. Balmer identified the presence of a fence on the property. He noted that the commissioners received a list of conditions agreed upon between the petitioner and a neighboring property owner at the beginning of this meeting and two of those conditions pertain to the fence. He asked if the existing fence and the one referenced in the conditions would meet code. Ms. Simpson confirmed the fence would need to be opaque and the height required by code. Mr. Pearson asked for additional clarity on why the Planning Commission was rehearing this case. Chairman Stanczak reiterated the public notice newspaper requirement prior to a public hearing. Mr. Boyle assured this was a procedural matter and that the City is taking matters to address the procedure. Chairman Stanczak introduced two exhibits: an agreement dated September 14, 2016 between Ms. Cindy Szarek and Mr. Bruce Pedigo marked as Exhibit 1; and three pages of photographs to accompany the agreement marked as Exhibit 2.

Tim Leighton, lawyer for the petitioner, was sworn in. Mr. Leighton introduced Bruce Pedigo, president of Joe's Towing, and Emily Kaloupek, staff for Leighton Law Firm. Mr. Leighton explained that he has spoken with the neighbor, who is present, and their council, Bob Lentz, who was unable to attend. He explained his client is looking at the opportunity to expand the enterprise at 2229 Springfield Road. He explained his client's intent is to use the vacant parcel for storage improving efficiency of his day-to-day operations. He recognized that neighbors had expressed concerns about the use of the vacant parcel and explained that his client, on behalf of the operation, has had communication with the neighbors. Mr. Leighton referenced Exhibit 1 and stated that both parties were able to resolve the issues and reach an agreement. He confirms the documents in Exhibit 1 represent the views of his client. Mr. Boyle clarified if the petitioner would object to Exhibit 1 being incorporated into the annexation agreement. Mr. Leighton explained there is no objection.

Ms. Cindy Szarek, 18 Szarek Drive Bloomington, was sworn in. She thanked Mr. Pedigo and affirmed the two parties were able to reach an agreement. She emphasized the importance of

screening along the property and explained she was in favor of the petition with the added conditions.

Chairman Stanczak closed the public hearing. Mr. Balmer clarified whether the motion could include both case Z-25-16 and Z-16-16. Chairman Stanczak confirmed. Mr. Balmer motioned to approve the annexation agreement, annexation and rezoning case with the inclusion of Exhibit 1 demonstrating five (5) items of agreement between Cindy Szarek and Bruce Pedigo dated September 14, 2016; seconded by Mr. Suess. Mr. Scritchlow recused himself from the cases. The following votes were cast: Mr. Balmer—yes; Mr. Suess—yes; Mr. Pearson—yes; Mr. Scritchlow—recuse; Mr. Boyd—yes; Mr. Penn—yes; Chairman Stanczak—yes. Motion **approved** 6-0.

To Whom It May Concern,

Bruce Pedigo, who is acting on behalf of Joe's Towing and Cindy Szarek, Property co-owner adjacent to property, have come to an agreement concerning the annexation and rezoning of 2229 Springfield Road, Bloomington, Illinois 61701 on the following items:

1. No lighting on newly annexed parcel.
2. No operation of idling trucks and/or heavy equipment between 7:00 pm and 7:00 am.
3. Trees to remain in the 15-foot transition yard. Trees in that location would not only help block the view, but would filter some noise and diesel fumes.
4. Installation of grey fence instead of white.
5. Cindy will not oppose leaving the existing fence and rail.

We would like to see these become part of the Annexation Agreement.

Cindy Szarek
9-14-16

Bruce Pedigo
9-14-16



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

September 7, 2016

Dear Property Owner or Resident:

The City of Bloomington Planning Commission will hold a public hearing on Wednesday, September 14, 2016 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois for a petition submitted by *Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014* requesting 1) approval of an annexation agreement for the property commonly located at 2229 Springfield Road; 2) the annexation of said property; and 3) the rezoning of the annexed property from R-1 (County) to B-1, Highway Business District. **A second public hearing on this petition will be held by the Bloomington City Council on Monday, September 26, 2016 at 7:00 pm in the City Council Chambers of City Hall Building at 109 E. Olive Street, Bloomington, Illinois.** The property is legally described as follows:

THE EAST ½ OF 5 ACRES OFF THE SOUTH SIDE OF LOT 16 IN THE NORTHWEST ¼ OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, IL. PIN: 21-17-126-006

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested rezoning during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda will be available at www.cityblm.org. If you desire more information regarding the proposed petition or have any questions you may contact me by phone, (309) 434-2226, or email, ksimpson@cityblm.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Simpson", written over a horizontal line.

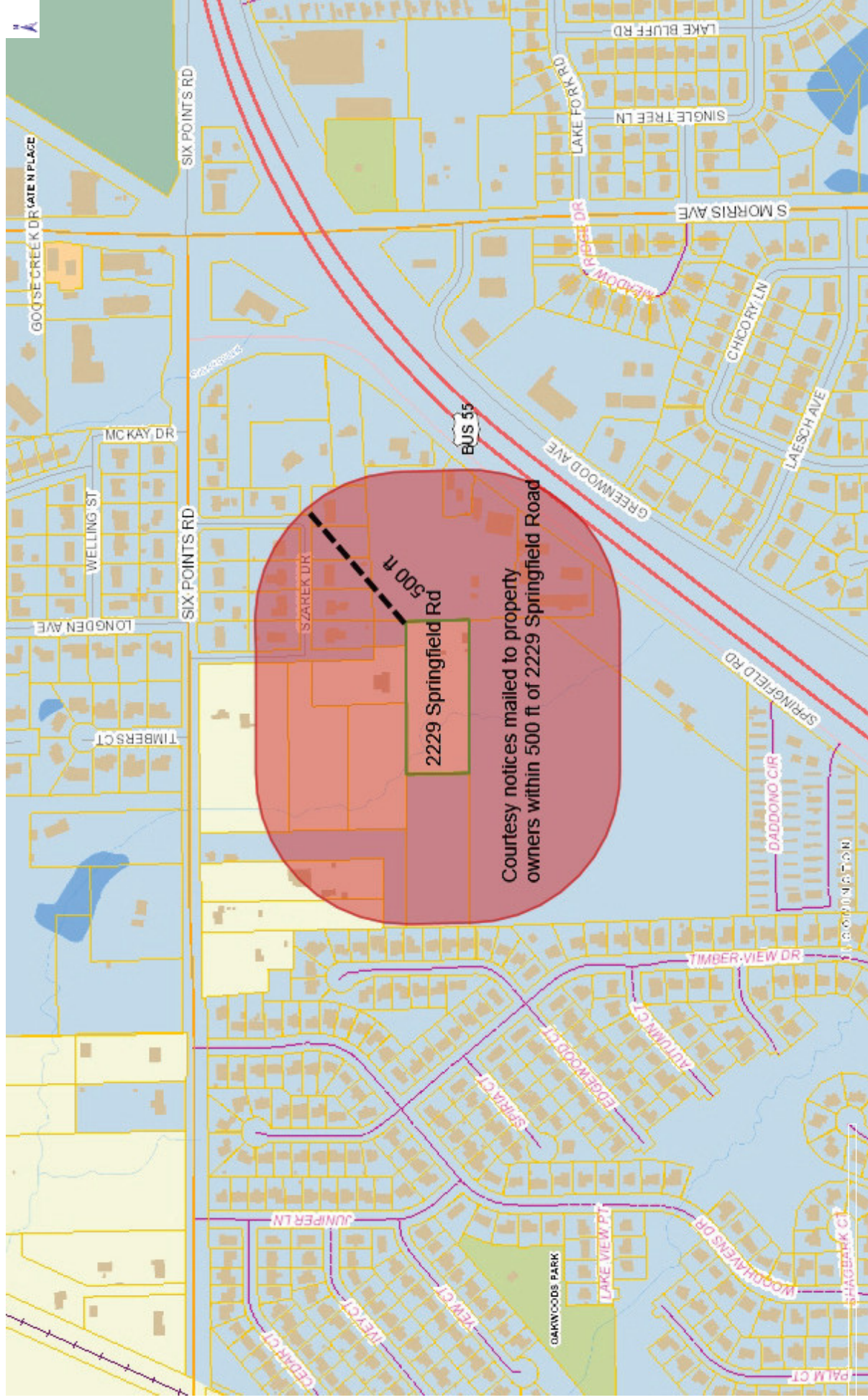
Katie Simpson
City Planner

Attachments:

Location Map with 500 ft. notification buffer



Courtesy notices for a public hearing on the annexation and rezoning of 2229 Springfield Road



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Notes

Planning Commission: 9/14/16 4:00 pm; City Council: 9/26/16 7:00 pm

CHARLES F & PAMELA R WOMACK
4 SZAREK DR
BLOOMINGTON IL 61701

DOUGLAS A & MIKELEEN M MEANS
1406 Six Points Rd
Bloomington IL 617019522

GERALD & MARY DETLOFF
16 SZAREK
BLOOMINGTON IL 61701

HAROLD D OTTO
11 SZAREK DR.
BLOOMINGTON IL 617018323

JAMES STELTE
50 HAZEL DELL
SPRINGFIELD IL 62712

JOSEPH & CINDY SZAREK
18 SZAREK DR
BLOOMINGTON IL 61701

KENNETH & ANGELA DETLOFF
13 SZAREK DR
BLOOMINGTON IL 617018323

KEVIN AUSKINGS
10 SZAREK DR
BLOOMINGTON IL 617018323

KIM PEREIRA
17 Szarek Dr
Bloomington IL 617018323

LINDA KERZ
12 SZAREK DR
BLOOMINGTON IL 617018323

LOUISE M DEVARY
7 SZAREK DR
BLOOMINGTON IL 617018323

MARGIE CASEY
3 SZAREK DR
BLOOMINGTON IL 617018323

MARK A HICKS
2703 HENDRIX DR
BLOOMINGTON IL 617045627

Michael & Catherine Fulton
3317 Fox Creek Rd
Bloomington IL 617055285

NEIL A GAUGER TRUSTEE
2233 SPRINGFIELD RD
BLOOMINGTON IL 617018339

OAKWOODS HOMEOWNERS ASSN
PO BOX 344
BLOOMINGTON IL 61702

PATRICIA LEE ANN NOLAN
17 ARDITH DR
NORMAL IL 617614008

PINEHURST DEVELOPMENT
2203 EASTLAND DR STE 1
BLOOMINGTON IL 617047924

RICHARD A & KIMBERLY A FILTER
5 SZAREK DR
BLOOMINGTON IL 617018323

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City of Bloomington
PO Box 3157
Bloomington, IL 617023157

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AD ORDER # 20833223
INVOICE DATE 8/30/2016
AMOUNT 290.40

DATES APPEARED

8/30/2016

Paste Tear Sheet Here

STATE OF ILLINOIS,
COUNTY OF MCLEAN
CITY OF BLOOMINGTON

} SS:

The Pantagraph Publishing Co. hereby certifies that it is now and has been for more than one year continuously, d/b/a **The Pantagraph**, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that **The Pantagraph** is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

By 

Date 8-30-2016

20833223 CITY OF BLOOMINGTON PUBLIC HEARING NOTICE

Public Notice is hereby given that the Planning Commission will hold a public hearing on Wednesday September 14, 2016 at 4:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting approval of an Annexation Agreement, a Petition for Annexation and Rezoning from A - Agriculture District, to B - 1 Highway Business District, for property commonly located at 2229 Springfield Rd, consisting of approximately 5 acres.

And

Public Notice is hereby given that the City Council will hold a public hearing on Monday September 26, 2016 at 7:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to hear testimony on a petition submitted by Neil A. Gauger, Trustee of the T&R Trust Dated December 24, 2014 requesting approval of an Annexation Agreement, a Petition for Annexation and Rezoning from A - Agriculture District, to B - 1 Highway Business District, for property commonly located at 2229 Springfield Rd, consisting of approximately 5 acres.

LEGAL DESCRIPTION: Exhibit A

Tract No. 2: The East 1/2 of 5 acres off the South side of Lot 16 in the North West 1/4 of Section 17, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois. Common Address: 2229 Springfield Rd. PIN: 21-17-126-006.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompa-

nying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson
City Clerk

Published in the Pantagraph:
August 30, 2016



REGULAR AGENDA ITEM NO. 9C

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of adopting a Resolution waiving the bidding process and approve the purchase of a long-term but temporary building for sheltering of Public Works vehicles.

RECOMMENDATION/MOTION:

- A. That the Resolution waiving the bidding process be approved.
- B. That the purchase of a Public Works vehicle storage facility be approved in the amounts of \$51,280.50 in materials, \$20,638.40 for installation, and \$1,380 in freight (for a total of \$73,298.90) from Greenfield Contractors and that the Purchasing Agent be authorized to issue a Purchase Order for the same.
- C. Pending Council approval a budget transfer of \$10,580.40 from Snow & Ice Removal-Rock Salt account (10016124-71085) to the Public Works Administration-Capital Outlay Buildings account (10016110-72520). A transfer of \$62,718.50 included in the FY 2017 Budget under Public Works Administration-Lease Payment account (10016110-70425) will be transferred to Public Works Administration-Capital Outlay Building account (10016110-72520).

STRATEGIC PLAN LINK: 5. Great Place – Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

5a. Well-planned City with necessary services and infrastructure.

BACKGROUND:

Newer Public Works vehicles require indoor storage during the winter. This includes trucks to collect recycling and garbage, sewer trucks called Vactors, and the paint truck used to paint traffic lines. Also during the winter, Public Works preloads dump trucks with salt when snow and ice events are imminent so that storm response can be efficient and immediate. The salt-loaded dump trucks must be sheltered. When a storm hits, the City desires to mobilize multiple preloaded salt trucks onto the street. Without preloaded trucks, storm response will be delayed as the vehicles wait for loading at the salt dome.

In recent years, the preloaded dump trucks could no longer be stored in the Public Works facility at 401 S. East Street because of the indoor storage need of the newer vehicles.

In summer 2012, the City began leasing the vacant Connect Transit depot for storage. The building is immediately south of the salt dome at East Street and Oakland Avenue. The building, known as the Bus Barn, was in poor condition, but it provided



indoor storage for the storm-response vehicles, plus additional interior and exterior storage.

The lease has expired.

Public Works and Facilities Management looked at the potential for renewing the lease, and the City budgeted \$62,718.50 for a renewal of a Bus Barn lease in the FY 2017 budget. However, the Bus Barn has deteriorated further. Mold growth and structural issues have now rendered the building unsafe and unhealthy, in the opinion of City inspectors after a recent site visit.

The City then sought other potential space for lease but was unable to find a site suited to its needs. The City went through a public request for proposal process in addition to investigation into available properties.

Staff then investigated whether the City could build a facility to shelter the equipment. Staff determined it would be in City's best interest financially to seek a lower cost building that, while long-lasting, is considered "temporary" and not built to last several decades. The City did not investigate potential for a permanent structure, because long-term plans envision moving Public Works to another site and expanding the Bloomington Public Library structure and/or parking southward onto current Public Works land.

Staff also determined that the cost of a building could be reduced if a City engineer oversaw placement of footings and if Public Works Solid Waste employees placed footings and erected a concrete foundation. The rest of the structure would be built by a company specializing in these structures. The savings will be approximately \$7,000.

Greenfield Contractors is the recommended company.

Greenfield issues group bidding through the National Joint Powers Alliance, a cooperative that Bloomington and other communities use to obtain competitive bids. While the product is quality and the pricing seemed right, City staff took the additional step of obtaining quotes.

Staff solicited three quotes, using the standards for procurement. We required prevailing wages and high quality product and service, as verified by references. This was done with approval of the City Manager. Public Works Jim Karch, in cooperation with Procurement Manager Jon Johnston, coordinated solicitation of three quotes to ensure a fair process that would produce a good price. Bloomington Facilities Management has consulted on the process, the project, and the product.

Greenfield is the low responsible bidder of three bidders when adding materials, freight, and the company's portion of construction. Greenfield's references reported that the company performed very well. In one case, a minor construction problem was encountered and Greenfield's response was prompt and excellent, a reference reported.

	Greenfield	Big Top	Friedman
Materials	\$51,280.50	\$55,000	\$56,996.21
Installation on City-built foundation	\$20,638.40	\$27,000	\$17,293.50*

Freight	\$1,380	\$2,000	\$2,142.85
TOTAL	\$73,298.90	\$84,000	\$76,432.56
*Noted as "labor" and "equipment" on bid sheet			

Dimensions: 60 feet wide, 212 feet long, 22-foot center height, 10 foot side walls.

Specifications:

- 60'x128' with 16' on center trusses
- 1 solid end walls
- 1 end walls with 20'x18' framed opening
- 20 psf snow load and 105 mph wind load @ 0.8 IF
- Designed according to 2012 IBC
- Stamped engineered drawings are included
- Hot dip galvanized trusses, purlins, bolts and end wall steel
- 20 year manufacturer's warranty on building structure
- 20 year manufacturer's warranty on roof cover
- 5 year manufacturer's warranty on end wall cover
- All building covers are treated with UV inhibitors to reduce deterioration and increase life of cover. 13 oz. material

Location: West side of East Street on same lot as the Public Works building. Some vehicles that are parked there now will be parked on the east side of East Street.

Time sensitive: Expediting this action is necessary in order to have a structure in place in time for winter weather.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

FINANCIAL IMPACT: If approved, \$62,718.50 included in the FY 2017 Budget under Public Works Administration-Lease Payment account (10016110-70425) will be transferred to Public Works Administration-Capital Outlay Building account (10016110-72520). The remaining \$10,580.40 will be transferred Snow & Ice Removal-Rock Salt account (10016124-71085) to Public Works Administration- Capital Outlay Buildings account (10016110-72520). Stakeholders can locate the \$62,718.50 originally budgeted for lease of the Bus Barn in the FY 2017 Budget Book titled "Budget Overview & General Fund" on page 357.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Resolution
- Greenfield bid documents
- Big Top bid documents
- Friedman bid documents

Motion:

- A. That the Resolution waiving the bidding process be approved.
- B. That the purchase of a Public Works vehicle storage facility be approved in the amounts of \$51,280.50 in materials, \$20,638.40 for installation, and \$1,380 in freight (for a total of \$73,298.90) from Greenfield Contractors and that the Purchasing Agent be authorized to issue a Purchase Order for the same.
- C. Pending Council approval a budget transfer of \$10,580.40 from Snow & Ice Removal-Rock Salt account (10016124-71085) to the Public Works Administration-Capital Outlay Buildings account (10016110-72520). A transfer of \$62,718.50 included in the FY 2017 Budget under Public Works Administration-Lease Payment account (10016110-70425) will be transferred to Public Works Administration-Capital Outlay Building account (10016110-72520).

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2016 –

A RESOLUTION AUTHORIZING THE WAIVING OF BIDS AND AWARDING A CONTRACT FOR \$73,298.90 TO GREENFIELD CONTRACTORS, BRADFORD, IL

WHEREAS, the City of Bloomington strives to provide fast and efficient snow and ice removal service for the safe travel of motorists; and

WHEREAS, providing said service is achieved by preloading dump trucks with salt when a snow/ice event is imminent and sheltering those preloaded trucks for quick mobilization at the onset of and event; and

WHEREAS, the Public Works facility on South East Street does not have sufficient room to shelter these vehicles; and

WHEREAS, the City's former storm staging building, the Connect Transit Bus Barn, no longer is useable for this need; and

WHEREAS, a search for an alternative site was unsuccessful, and time is of the essence to have storage in place in time for inclement weather.

WHEREAS, a durable but "temporary" storage facility will serve the storage need without compromising the long-term master planning for City Hall, Public Works, and the Bloomington Public Library; and

WHEREAS, City staff conducted a fair pricing practice, obtaining competitive quotes from qualified builders, and

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

That formal bidding process be waived and a contract for \$73,298.90 be awarded to Greenfield Contractors, Bradford, IL, for the delivery, materials, and construction of a building at the Public Works yard, 401 South East Street, upon a foundation and concrete footings built by Public Works employees.

ADOPTED this 26th day of September, 2016.
APPROVED this ____ day of September, 2016.

APPROVED:
Tari Renner
Mayor

ATTEST:
Cherry Lawson
City Clerk



13500 Township Rd 1050 N.
Bradford, IL 61421
309-370-8587

Estimate

Valid for 15 Days

Date	Estimate #
9/13/2016	362

Name / Address
Jim Karch Public Works Department 115 E. Washington St. Bloomington, IL 61702

Ship To

Description	Qty	U/M	Rate	Total
60x128 Building Kit	1		41,420.50	41,420.50
1 solid end wall kit	1		4,173.50	4,173.50
1 end wall with 20'x18' framed opening	1		4,173.50	4,173.50
End wall vents	2		119.00	238.00
Engineered Sealed Drawings	1		1,275.00	1,275.00
Freight - to be billed after shipped	1		0.00	0.00



13500 Township Rd 1050 N.
Bradford, IL 61421
309-370-8587

Estimate

Valid for 15 Days

Date	Estimate #
9/13/2016	362

Name / Address
Jim Karch Public Works Department 115 E. Washington St. Bloomington, IL 61702

Ship To

Description	Qty	U/M	Rate	Total
60'x128' with 16' on center trusses 1 solid end walls 1 end walls with 20'x18' framed opening 20 psf snow load and 105 mph wind load @ 0.8 IF Designed according to 2012 IBC Stamped engineered drawings are included Hot dip galvanized trusses, purlins, bolts and end wall steel 20 year manufacturer's warranty on building structure 20 year manufacturer's warranty on roof cover 5 year manufacturer's warranty on end wall cover All building covers are treated with UV inhibitors to reduce deterioration and increase life of cover. 13 oz material Trim color choices on roof cover are white, red, blue, green, and tan Write roof cover trim choice here: If nothing is written above, white is assumed Freight is not included in above prices Project is assumed tax exempt Building Installation not included				
Signature of Approval			Date	
			Total	



13500 Township Rd 1050 N.
Bradford, IL 61421
309-370-8587

Estimate

Valid for 15 Days

Date	Estimate #
9/13/2016	362

Name / Address
Jim Karch Public Works Department 115 E. Washington St. Bloomington, IL 61702

Ship To

Description	Qty	U/M	Rate	Total
Payment Terms City of Bloomington NJPA # 25014 Accu- Steel NJPA # 080114-ACS 25% Down Payment 50% Due on Building Delivery 25% Due on Completion Builder's Risk insurance provided by others during the construction process to protect from losses during construction. This can be provided for an extra charge. 120 volt 30 amp electrical service brought to jobsite by others. A generator charge of \$20 per day may apply if electrical service is unavailable. Location of private underground utilities by others Building permits provided by others Electrical materials and labor by others Owner to provide level building site. Additional charges will apply for building sites more than 4" out of level.			0.00	0.00
Signature of Approval			Total \$51,280.50	
Date				



13500 Township Rd 1050 N.
Bradford, IL 61421
309-370-8587

Estimate

Valid for 15 Days

Date	Estimate #
9/16/2016	366

Name / Address
Jim Karch Public Works Department 115 E. Washington St. Bloomington, IL 61702

Ship To

Description	Qty	U/M	Rate	Total
60'x128' with 16' on center trusses 1 solid end walls 1 end walls with 20'x18' framed opening No material Building Installation at McLean County prevailing wage labor rates				20,638.40
Freight	1		1,380.00	1,380.00
Payment Terms 100% Due upon completion			0.00	0.00
Builder's Risk insurance provided by others during the construction process to protect from losses during construction. This can be provided for an extra charge. 120 volt 30 amp electrical service brought to jobsite by others. A generator charge of \$20 per day may apply if electrical service is unavailable. Location of private underground utilities by others Building permits provided by others Electrical materials and labor by others Owner to provide level building site. Additional charges will apply for building sites more than 4" out of level.				
Signature of Approval			Total	
Date			\$22,018.40	



September 19, 2016

Maria Basalay
City of Bloomington Public Works
Bloomington, IL 61701

Please review the following quotation.

Fabric Structure

<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
Big Top Shelter	1	60' Wide X 121' Long X 22' Center Height X 10' Side Walls • 18OZ. Fabric translucent white, flame retardant PVC fabric with polyester scrim. Fabric meets the State of CA Fire Marshall Code and NFPA 701. • Frame members: 24" heavy wall galvanized tubular steel truss design. Trusses are built on 11' centers. (estimated) • All truss connections via a Slip fit bolted junction with A-325 structural bolts. • All weld joints coated with 97% zinc "cold gal" for corrosion protection. • Fabric terminates at base level. A skirt further seals the base. • Anchors are included for a 6' tall, concrete block wall foundation. • Standard 15-year pro-rated warranty	\$ 53,000.00
End Panels	1	1ea access end wall with a 20' wide X 18' high framed opening. End wall will rest on block wall. Opening will be 24' tall when placed on 6' tall block wall.	\$ Included
	1	1ea solid end wall with frame. Will terminate at block wall across the back.	\$ Included
Shipping and Handling		FOB Perry, FL. Shipping and Handling to the IL job site Shipping is primarily via 102" x 48' long flatbed trailers.	\$ 2,000.00
Grand Total			\$ 55,000.00
Optional Purchases Below			
Engineering Option		Raised Sealed Engineered drawing stamped by PE Stamp for your State which will be to your local codes.	\$ 1,200.00
Turn – Key Installation		Big Top Shelters will install the above shelter system on a site ready foundation. Big Top Shelters will be responsible for all equipment, and non-union labor. Customer will be responsible for any and all safety courses, 24/7 access to the site, removing all underground and overhead utilities, permits, dumpster for trash removal, foundation work, special badges, etc. Big Top Shelters is an installer of our product, not a general contractor. If your site requires special licenses or requirements, then a general contractor may be required. (See installation clause at the bottom of page.)	\$ 27,000.00
Prevailing Wage		Non-Union. Assuming a 7-day work week.	

Options: Metal Entry Doors, Exhaust Fan Systems, lights, lightning protection kits, flooring, HVAC, etc.

Payment Terms: 50% deposit with order and balance 5 days prior to shipping. Financing is available.

Lead Time: 3-4 Weeks from receipt of order. If engineering is required, please add 1+- weeks. **Install time 5-7 days and 2 travel days.**

All assembly instructions, hardware, and anchors are included with shipment.

Sincerely,

Carl Padgett

3255 N. US 19 ~~~ Perry, Florida 32347 USA
 (850) 584-7786 ~~~ Fax: (850) 584-7713 ~~~ 011-850-584-7786 International
www.bigtopshelters.com ~~~ e-mail: c.padgett@bigtopshelters.com
 EEO/AA/m/f/vets/disabled



c.padgett@bigtopshelters.com

1. Technical assistance/installation clause:

2. Fees for services are \$ 830.00 for the United States and its territories, Canada, and the Caribbean. International Services are \$1100.00 USD per day per person. Included are hotel, rental car, meals, taxis, and airport parking. Expenses for airfare, visas, transfers, special job site training, ferries, and others will be billed at actual costs. On domestic and international installations, the daily fee extends from portal to portal from Perry, Florida. The Daily fee continues during the week Monday through Sunday regardless of whether work can be performed on Saturday or Sunday. Travel arrangements and accommodations are to be arranged or agreed to by Big Top Mfg. or the technician. (Domestic & International flights are to be coach class and the hotel accommodations are to be with a standard chain hotel). All remaining balances will be settled on prior to the departure of the technician from the job site. There may be some international regions where a service technician is not available. Call for details.
3. Big Top will not be responsible for any damage to the grounds, shrubbery, underground utilities, asphalt, concrete, etc. due to the normal construction process necessary to install the above shelters unless specifically provided for in the purchase contract.
4. In the event the above proposal includes metal/aluminum entry equipment doors, unless the shelter is built on level concrete, we cannot take responsibility for its operation. If uneven - such as is routinely encountered on asphalt or soil, the framework will likely require modification on site resulting in additional costs.
5. Big Top will provide soil or concrete anchors as a standard form of anchoring. Big Top makes no representation as to the structural integrity or suitability of the concrete or soil. Any other anchoring surface or method is at the sole risk of the end user. No representation is made as to water drainage due to slope or foundation issues.
6. Shelter is to be installed in accordance with the provided assembly instructions, under the guidance of our technician or via Big Top. If the end user chooses to owner install the shelter, finished photos are required including photos of the shelter with the anchors properly installed. In the event the shelter is ever relocated, new photos will be required including anchorage photos.
7. In the event the end user chooses to employ our technician, we make no representation as to the quality, suitability, or performance of the laborers or equipment provided. The estimate given is based upon typical installations worldwide but is not a guaranteed level of performance.
8. If Big Top is to fully install the shelter, unencumbered access is necessary. We assume a 7 day workweek. If the weekends cannot be worked, we will need to know this in ADVANCE to modify the proposal.
9. End user is responsible for permitting and any local taxes or tariffs, if any. If a turn-key installation by Big Top, it is the end user's responsibility to determine Big Top's ability to install the shelter based upon local licensing or permitting issues. All costs associated with this to be borne by the end user.
10. Shelter is defined as an equipment item. Proper maintenance is necessary to extend the life of the shelter frame, fabric, doors, and access panels. Proper maintenance includes but is not limited to checking fabric for proper tightness and adjusting as necessary, adjusting cables, pulleys, trolleys, turnbuckles, lubricating moving parts, inspecting nuts, bolts, etc.
11. Lighting, winches, heating, A/C, dehumidification units, etc. are covered under the product manufacturer's warranty.

Estimate from Friedman Distributing Inc.

Date: 9/19/2016
Name: City of Bloomington Public Works
Address:
City, State, Zip: Bloomington, IL 61701
Phone: (309) 275-9650
Alt Phone: Jim
Fax:
Email: jkarch@cityglm.org



Thank you for your interest we are pleased to submit the following estimate:

63x128 set on customers foundation. One end enclosed with fabric and HSS. The other end enclosed with fabric and HSS, with a 18x20 door opening. Prevailing Wage. Tax Exempt.

Quantity	Description	Total Price
1	BriteSpan 63x128; 16' On/Center	\$45,286.50
0	Eave Package	\$0.00
1	End Package	\$8,988.00
1	Lumber Package	\$721.71
0	Steel Package	\$0.00
1	Hardware/I-Beam Package	\$500.00
0	Door Package	\$0.00
0	Vent Package	\$0.00
1	IL PE Stamped Building Drawings	\$1,500.00

Thank you for the opportunity,

Justin Adams
(319) 310-6437

Subtotal	\$56,996.21
Freight	\$2,142.85
Labor	\$17,293.50
Equipment	\$1,868.00
Subtotal	\$78,300.56

Friedman Distributing Inc.
606 3rd Street
Belle Plaine, IA 52208
(319) 444-3477

www.friedmanbuildings.com

This bid includes tax unless otherwise specified.

Concrete not included in price to be customer supplied.

All grade work customer supplied prior to construction. Level site required.

Any underground obstructions can be additional charge.

Price subject to change. This price is good for 30 days.

CITY OF
Bloomington ILLINOIS

REGULAR AGENDA ITEM NO. 9D

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approval of an Ordinance renewing an existing Electric Franchise Agreement with Corn Belt Electric Cooperative, Inc. for a period of twenty (20) years.

RECOMMENDATION/MOTION: That the Ordinance Renewing an Existing Franchise and Granting for a Period of (20) Years to Corn Belt Electric Cooperative, A Corporation, its Successors and Assigns, the Franchise, Right, Permission, and Authority to Construct, Reconstruct, Excavate for, Place, Remove, Extend, Maintain, and Operate an Electric Utility System in the City of Bloomington, County of McLean and State of Illinois, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

BACKGROUND: On October 11, 1965, the City Council approved an electric franchise agreement with Corn Belt Electric Cooperative, Inc. ("Corn Belt"). The franchise agreement provided Corn Belt with certain rights, permissions, and authority to construct, maintain, and operate a system for transmission, distribution, and sale of electric energy for lighting, heating, and power purposes within certain portions of the City. This agreement had a term of 50 years from the date of acceptance and it appears the ordinance was formally certified and provided to Corn Belt on November 1, 1965. The City Council previously approved ordinances extending the agreement until October 1, 2016. The renewal agreement has a term of 20 years.

The renewal agreement includes several provisions intended to provide future flexibility and to further protect the City. First, the renewal agreement provides that the installation, placement, construction, and operation of Corn Belt's equipment or facilities will always comply with the Americans with Disabilities Act ("ADA"). Second, the renewal agreement includes an indemnification section protecting the City from legal action arising out of Corn Belt's activities. Third, the renewal agreement allows the City to modify the manner of its monthly franchise fee collection, from a fixed-dollar amount to a percentage-based amount, if desired in the future.

Lastly, the renewal agreement specifies that Corn Belt will now be solely responsible for the maintenance and repair of all street lights it provides electricity to. Previously, City electricians were tasked with significant repair duties for more than half of the nearly 2,400 street lights Corn Belt services. As part of this renewal agreement's negotiations, Corn Belt agreed to take over all of the street light maintenance and repair duties, except a small number of ornamental lights that the City will continue to maintain.

With Corn Belt taking over maintenance of all street lights, the maintenance costs billed to the City is projected to go from \$26,000 per month to \$40,000 per month. To help absorb the cost of this added expense, the City could raise the franchise fee. To completely cover the costs of the additional maintenance charges, the franchise fee would need to be increased to approximately 4.7%.

YEAR	CONTINUATION OF EXISTING FEES (APPROXIMATE 3.5%)	INCREASED FEES (APPROXIMATELY 4.7%)
1	\$515,171	\$685,618
2	\$525,475	\$695,922
3	\$535,984	\$706,431
4	\$546,704	\$717,151
5 +	\$557,638	\$728,085

If the franchise fee is not increased, this will be an approximate \$14,000 per month increase in maintenance costs to the City. Note that if the City increased the franchise fee to the 4.7% amount identified above, this would equate to an approximate increase of \$1.50 per month to each customer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the franchise fee is not increased, this will be an approximate \$14,000 per month increase in maintenance costs to the City. Note that if the City increased the franchise fee to the 4.7% amount identified above, this would equate to an approximate increase of \$1.50 per month to each customer. Revenue for the Franchise Tax is recorded in the Non-Department-Franchise Tax account (10010010-50038).

Respectfully submitted for Council consideration.

Prepared by: Gabriel H. Neibergall, Sorling Northrup

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:

- Ordinance Renewing an Existing Franchise with Corn Belt Electric Cooperative
-

Motion: That the Ordinance Renewing an Existing Franchise and Granting for a Period of (20) Years to Corn Belt Electric Cooperative, A Corporation, its Successors and Assigns, the Franchise, Right, Permission, and Authority to Construct, Reconstruct, Excavate for, Place, Remove, Extend, Maintain, and Operate an Electric Utility System in the City of Bloomington, County of McLean and State of Illinois, and authorize the Mayor and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2016 - ____

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF (20) YEARS TO CORN BELT ELECTRIC COOPERATIVE, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, REMOVE, EXTEND, MAINTAIN, AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF BLOOMINGTON, COUNTY OF MCLEAN AND STATE OF ILLINOIS.

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

SECTION 1. It is the intent of the parties by this Ordinance to extend for an additional term, subject to the terms and conditions here stated, the authorization to Corn Belt Electric Cooperative, its successors and assigns, to construct, operate, and maintain a utility system within the City as originally authorized by Ordinance No. 1965-51 approved on October 11, 1965, and extended through October 1, 2016 by Extension Ordinance Nos. 2015-66 & 2016-26. The parties acknowledge that by so doing they are continuing an existing relationship authorizing the services of a utility for the provision of electric energy and other purposes within the City for the benefit of its citizens and residents as well as other consumers of electric energy located within its corporate limits. For purposes of construing the terms, rights, and obligations of the parties this authorization is granted pursuant to Section 14 of the Electric Supplier Act, 220 ILCS 30/14, and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.

SECTION 2. There is hereby given and granted to Corn Belt Electric Cooperative, its successors and assigns (hereinafter referred to as the "Company"), the right, privilege, authority, and obligation to construct, operate, maintain, and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the City of Bloomington (hereinafter referred to as "Municipality"), an electric utility system for the transmission, distribution and/or sale of electric energy and other purposes (the "System"), together with the right, privilege, authority, and obligation to erect, construct, install, operate, maintain, and repair all: poles; conductors; wires; cables; conduits; lights—specifically all aspects and components of Company's street lights including, but not limited to, light poles, underground wires, fixtures, globes, lamps, and photocells; and equipment and/or other apparatus as may be necessary or convenient for the System, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way, and/or other public places.

SECTION 3. (a) All poles and other equipment placed or installed under this Ordinance in streets, alleys, avenues, and other public places, shall be so placed as not to interfere unnecessarily with travel on such streets, alleys, avenues, and other public places. All poles and other equipment placed or installed under this Ordinance shall be so located as not to injure unnecessarily any pipes, conduits, sewers, drains, pavement, or other like public improvements, and said Company shall forthwith repair any damage caused to such improvements to the satisfaction of the official or officials of said Municipality having charge of the supervision thereof and in default thereof said Municipality may repair such damage and charge the cost

thereof to, and collect the same from, the Company. All facilities of Company in said Municipality shall be installed and maintained in accordance with the applicable rules and regulations of the Illinois Commerce Commission.

(b) When any street, avenue, or other public place shall be graded, curbed, paved, or otherwise changed so as to make the resetting or relocation of any poles or other equipment placed or installed under this Ordinance necessary, the Company shall make such resetting or relocation, at the Company's cost and expense. Municipality shall provide the Company with a suitable location for the resetting or relocation of such poles or other equipment, and the Company's obligation shall be limited to resetting or relocating poles or other equipment of the same type and configuration as the displaced poles or other equipment. Company shall make such resetting or relocation within a reasonable time, as determined by good utility practice, after receiving written notice of the need for the same from the authorized representative of the Municipality, and the establishment by the Municipality of the permanent grade at the new location. If the location provided by the Municipality for the relocation of the facilities does not result in a location that provides for good utility practice, Company may request reimbursement for the additional cost of locating facilities or adapting facilities such that good utility practices are applied to the relocated facilities.

(c) If any street lights owned, maintained, and/or operated by Company are removed from Municipality's right of way, including poles, fixtures, wiring, and all related appurtenances either by Company or at request of Municipality, said removal shall be done at the sole expense of Company and without reimbursement of any costs from or on behalf of Municipality.

(d) In no instance shall installation, placement, construction, or operation of Company's equipment or facilities be in violation of the Americans with Disabilities Act ("ADA").

SECTION 4. In order for Company to render efficient, safe, and continuous services, it will be necessary for Company to conduct vegetation management activities, including the trimming or pruning and cutting down of the trunks and branches of trees and/or vines and shrubs along or over the streets, sidewalks, alleys, avenues, squares, bridges, and other public places in said Municipality, and areas dedicated to the Municipality for public utility use, wherever the same are likely to interfere with its equipment; therefore, Company is hereby granted the right to conduct such vegetation management activities so as to enable it to erect, operate, and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient, safe, and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in its vegetation management activities. Company shall conduct its vegetation management activities in accordance with applicable law, including without limitation, 220 ILCS 5/8-505.1, and any amendments thereto. Notwithstanding the foregoing, to the extent applicable law may be superseded or modified by an agreement between Municipality and Company, Municipality and Company reserve the right to enter into such an agreement.

SECTION 5. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted authority as shall have

jurisdiction thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 6. (a) As a further consideration for the rights, privileges and authorities granted by this ordinance, the Company shall, in Year 1 of the agreement, furnish Municipality compensation in the amount of \$515,171 (payable in 12 equal monthly payments by the 15th of each month, beginning within 30 days of the acceptance of this ordinance by the Municipality). In subsequent years payment will be made, after the anniversary date, on the following graduated scale: Year 2 - \$525,475 (payable in 12 equal monthly payments by the 15th of each month); Year 3 - \$535,984 (payable in 12 equal monthly payments by the 15th of each month); Year 4 - \$546,704 (payable in 12 equal monthly payments by the 15th of each month); and Year 5 and all remaining years - \$557,638 (payable in 12 equal monthly payments by the 15th of each month). Municipality may request a revision to the compensation amount after five years from the date of passage of this ordinance if Municipality has a reasonable belief that its population has increased or decreased by 3% or more. Municipality must request the revision at least 60 days prior to the next anniversary date. If Company confirms that the number of customers served by the System within Municipality's corporate limits has increased or decreased by 3% or more, the compensation amount will be revised by that percentage for the next and succeeding payments. Municipality may request similar revisions to compensation amounts under these criteria in additional five year periods throughout the term of this ordinance.

(b) In the future, and in lieu of the agreed upon franchise compensation described in Section 6(a) above, Municipality may elect to implement an Infrastructure Maintenance Fee ("IMF") as outlined in 35 ILCS 645. Municipality may make such election by: (i) giving written notice to Company at least 60 days prior to the next anniversary date; and (ii) passing an ordinance setting forth the specific terms and conditions of the IMF. Municipality would make such an election with the understanding that the IMF would be collected from only those customers taking service from the Company within the boundaries of the Municipality, as made known to the Company, and in the manner prescribed by statute and ordinance. After Municipality elected and implemented the described IMF, Municipality would be able to request a revision to, or revocation of, its IMF if notice was given to Company at least 60 days prior to the next anniversary date. In the event Municipality elected to terminate the IMF or make changes to the IMF calculations, percentages, or applicability, such decisions shall not affect or render void any remaining portions of this Ordinance. Municipality shall have the right, upon reasonable notice, to audit Company's books of records for the purpose of determining compliance with the IMF provisions of this Section, related ordinances, and state statutes.

SECTION 7. If, at any time, during the term of this contract, Municipality permits another entity or person to provide electric distribution or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify Municipality of such treatment, terms, or conditions. Alternatively, if Municipality reasonably believes the other entity or person grants Municipality more favorable treatment, terms, or conditions, Municipality shall notify Company of such treatment, terms, or conditions. Upon receipt of such notice, Municipality and Company shall negotiate in good faith to amend this ordinance to provide Company or Municipality such more favorable treatment,

terms, or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and the entity or person receiving the more favorable or less favorable treatment, terms, or conditions.

SECTION 8. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the corporate limits of Municipality. However, this Section does not exempt Company from the possible requirements of an IMF, as outlined in Section 6(b) above and 35 ILCS 645, should Municipality elect to implement such an IMF in the future.

SECTION 9. The rights, privileges, and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions, and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 10. This Ordinance shall confer no right, privilege, or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 11. All rights, privileges and authority given and granted by this Ordinance are granted for a term of 20 years from and after the acceptance of this Ordinance as hereinafter provided (the "Initial Term"), and thereafter on a year-to-year basis (each a "Subsequent Term") unless either the Company or Municipality notifies the other in writing of its desire to terminate this Ordinance at least six (6) months prior to the expiration of the Initial Term or any Subsequent Term.

SECTION 12. The Municipality acknowledges that Company is vested in rights, permissions, and authority independent of this Ordinance. Neither acceptance of this Ordinance, nor compliance with its provisions, shall impair in any way or waive any right, permission, or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said Municipality shall be treated as use solely of the rights, permission, and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission, or authority vested in the Company independent of this Ordinance. In the event the Municipality vacates any streets, avenues, alleys, easements, rights of way, bridges, or other public places during the term of this Ordinance, Municipality agrees to reserve unto Company the rights, privileges, and authority herein given and granted to the Company in, upon, along, over, and across each and all of such vacated premises which are at the time in use by the Company. In the event Municipality is not reasonably able to reserve unto Company the rights, privileges, and authority herein given and granted to the Company in, upon, along, over, and across each and all of such vacated premises which are at the time in use by the Company, then in such event Municipality is obligated and required to negotiate in good faith with Company as to a suitable

relocation of the Company's affected System. In the event no agreement is reached, Company shall continue to enjoy the rights, privileges, and authority previously given and granted to the Company in, upon, along, over, and across each and all of such subject premises.

SECTION 13. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 14. The Company shall indemnify and save harmless the Municipality and all contractors, officers, employees, and representatives thereof from all claims, demands, causes of action, liability, judgments, costs, and expenses or losses for injury or death to persons or damage to property owned by, and Worker's Compensation claims against any parties indemnified herein, arising out of, caused by, or as a result of the Company's construction, erection, maintenance, use or presence of, or removal of any poles, wires, lines, cables, conduits, lights, appurtenances thereto, or equipment or attachments thereto. The foregoing indemnification shall not apply to the extent any such claim, demand, cause of action, liability, judgment, cost, expense or loss arises out of, is caused by, or results from the negligent or wrongful willful act or omission of the Municipality or any contractor, officer, employee or representative thereof.

SECTION 15. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Company to obtain written permits or other approval from the Municipality prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the Municipality for the maintenance, upgrading, and repair of its constructed facilities. Company shall provide notice of excavation hereunder in accordance with the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1, et seq.)

SECTION 16. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 17. Any conflict between the Franchise Ordinance and the provisions contained in the Electric Service Customer Choice and Rate Relief Law of 1997 (Public Act 90-561) will be resolved by giving the state statute mandatory priority over any contrary language contained in the Franchise Ordinance.

SECTION 18. This Ordinance shall take effect and the rights, privileges, and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein and as provided in Section 12 and in 35 ILCS 645/5-4. This Ordinance shall be in full force from and after its passage, approval, and ten (10) day period of publication in the manner provided by law.

SECTION 19. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 20. This Ordinance is passed and approved pursuant to the home-rule authority granted in Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this ____ day of September, 2016.

APPROVED this ____ day of September, 2016.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 9E

FOR COUNCIL: September 26, 2016

SUBJECT: Consideration of approving a Professional Services Contract with the BKV Group for Architectural and Engineering Services to Evaluate the City's Office and Operational Area Space Needs, (RFQ 2016-04).

RECOMMENDATION/MOTION: That the Professional Services Contract with the BKV Group for Architectural and Engineering Services to Evaluate the City's Office and Operational Area Space Needs in the amount of \$169,000.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

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

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

BACKGROUND: Use of existing City facility space has changed in accordance with staffing levels, employee duties, department reorganizations, building age and layout and other related factors. In addition, many departments are experiencing space issues as a result of programming changes. Reviewing, evaluating and adjusting the use of available space is important to improve employee safety, productivity and efficiency. The evaluation and adjustment of available space is also needed to improve customer service for the residents, business owners and other vendors that do business in City facilities.

In 2001, the City executed a long term lease agreement with the Public Building Commission of Mclean County for partial use the Government Center. Although the City leases half of the Government Center, some of this space is currently being underutilized. City staff have already performed space evaluations of this underutilized space and are ready to implement some proposed short term office changes that will better utilize the existing leased space. However, these proposed changes may have a negative impact on other facilities, staff or residents and other individuals that utilize City facilities. The BKV Group will review and evaluate these proposed changes regarding both short and long term impacts. These short and long term impacts will also be evaluated for all 9 facilities and all 10 departments included in the study.

The study also includes long term evaluation of City space needs. The evaluation will include potential changes in staffing levels, programs, building and technology advancements and other related issues. The evaluation also involves the review and analysis of departmental interactions, which identifies departments that need to be located in the same building or even on the same floor of a building. Department interaction analysis enables the most efficient and productive layout of department placement. The short term changes previously discussed will also be incorporated into the long term evaluation.

In addition to evaluating office space, the BKV Group will also evaluate the City's operational areas within the Parks, Recreation & Cultural Arts, Public Works and Water Departments. This evaluation will include a thorough review of the current and future operational space needs of each department. Given the current condition of the Public Works Department facilities, short term space recommendations for their department will be provided. An analysis of a single large operational center for all three departments will also be performed. The analysis will include pros and cons of a single facility, such as increased efficiencies in building maintenance and utility costs and decreased efficiencies in fuel and travel times.

The safety of employees, residents, business owners and other vendors who utilize City facilities is also a high priority. Monitoring, evaluating and implementing various safety measures is an ongoing process and often requires assistance from external security experts who specialize in this work. BKV Group has considerable experience with safety evaluations and improvements at numerous public facilities. Their proposal includes evaluating existing safety and security measures at the 9 facilities and providing prioritized recommended improvements which can be implemented as funding allows.

At the March 14, 2016 Meeting, Council adopted resolution 2016-10 (A Resolution Establishing the Firms in General Architectural, Engineering and Land Surveying that are Deemed to be the Most Qualified to Perform Services to the City for a Three-Year Period, with the Option for Requalification for Two Additional One-Year Periods). The BKV Group was listed as one of the most qualified firms in the Architectural category, which is a key service of the project as described above.

Based on the BKV Group's selection under RFQ 2016-04 and their prior history performing similar projects for other municipalities, their firm was asked to submit a proposal for this project. For this specific project, as outlined above, the BVK Group was deemed to be the most qualified and best fit for the work out of the pre-qualified firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016. This issue has also been discussed with the affected City Department heads.

FINANCIAL IMPACT: Funding for this project in the amount of \$180,000 is included in the FY 2017 Budget under Capital Improvements-Engineering Services Account (40100100-70050) for \$60,000 of which \$49,000 would be used for this project and Capital Improvements-Other Professional & Technical Services (40100100-70220) in the amount of \$120,000. Stakeholders can locate this in the FY 2017 Proposed Budget Book titled "Other Funds & Capital Improvement Program" on pages 83, 87, 273, 299, 313 and 316.

Respectfully submitted for Council consideration.

Prepared by:

Russel Waller, Facilities Manager

Reviewed by:

Steve Rasmussen, Assistant 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:

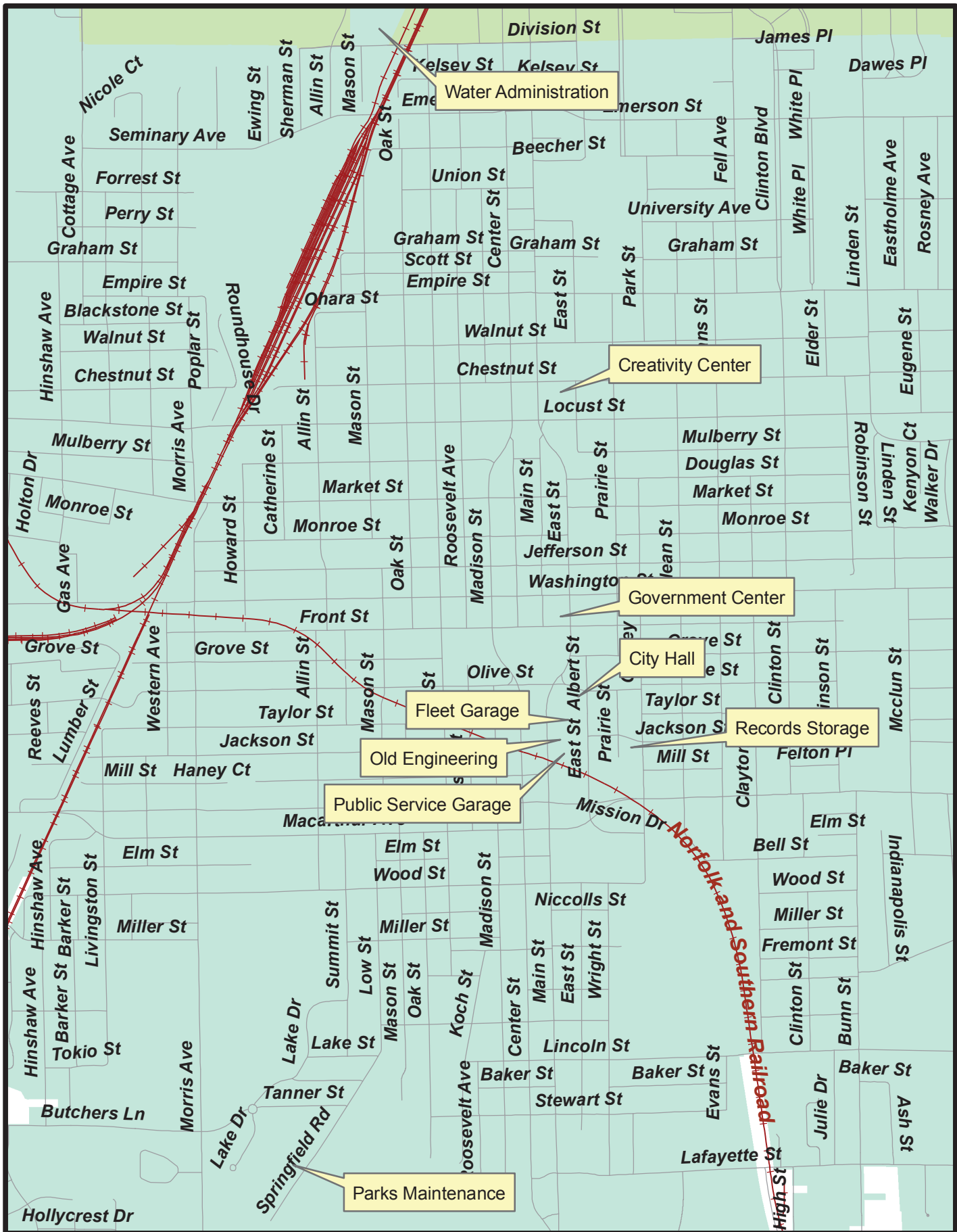
- City Facilities Map
- Professional Services Proposal from the BKV Group
- Proposal Cost Summary
- Professional Services Contract

Motion: That the Professional Services Contract with the BKV Group for Architectural and Engineering Services to Evaluate the City's Office and Operational Area Space Needs in the amount of \$169,000.00 be approved, and authorize the City Manager and City Clerk to execute the necessary documents.

Motion: _____ Seconded by: _____

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

CITY OF BLOOMINGTON FACILITIES MAP



0 500 1,000 2,000 Feet

Prepared by Facilities
May 3, 2016



Architecture
Interior Design
Landscape Architecture
Engineering

Boarman
Kroos
Vogel
Group
Inc.

343 South Dearborn Street
Suite 203, Chicago, IL 60604
Telephone: 312.279.0470
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EOE

Sept 19, 2016

City of Bloomington
115 E. Washington St.
PO Box 3157
Bloomington, Illinois 61702

Attention: Russ Waller, Facilities Manager

RE: Professional Services Proposal for Space Utilization Study

Dear Mr. Waller:

On behalf of BKV Group, thank you for the opportunity to provide the City of Bloomington with a proposal for the Space Utilization Study. We enjoyed meeting with you and the others to discuss some of the space challenges facing the City. We understand your desire to conduct a thorough study of your space needs and the utilization of your current facilities to allow the city staff and Council to make informed decisions about the most appropriate course of action for facilities to function most efficiently as well as serve the community.

BKV Group was founded 38 years ago, and one area of focus has always been planning and designing of municipal facilities. We have completed over 125 municipal studies and projects across the country, some of which have been recognized regionally and nationally for design and functionality. We are a multi-disciplinary design firm with architects, interior designers, landscape architects, and structural, mechanical and electrical engineers. This one-stop approach helps reduce costs, shorten schedules, and improve quality for our clients.

To ensure that the City gets the full benefit of our collective knowledge, we will utilize our most experienced staff members. Bruce Schwartzman will lead the study as Partner-in-Charge and Craig Carter, a Senior Associate, will serve as the Project Manager. Kelly Naylor, another Partner, will lead many of our programming efforts and Mark Bradby and Chad Kurdi, both Associate Partners, will head up the mechanical and electrical aspects of the work.

In addition to BKV Group's experience we partner with Ron Hilton of Maintenance Facility Consultants, a division of Whitman, Requardt & Associates, LLP, for public works planning. Ron has spent his entire career involved in public works planning. He plans public works facilities throughout the country and is considered a national expert.

Our objective is to provide the City with a comprehensive feasibility study that will serve as a well-defined road map for the future of 10 departments and 9 buildings. Our final deliverable will be a detailed report providing a professional assessment of your current space and operational challenges and an appropriate, clear, long-range plan for the future. We propose the following customized approach for the study process:

A. Operational Assessment and Programming – Our planning team will review the 2014 Faithful+Gould report to familiarize ourselves with the physical conditions of 109 E. Olive (City Hall), 301 E. Jackson (Records Storage), 107 E. Chestnut (Creativity Center), 401 S. East (Public Service Garage), 401½ S. East (Old Engineering), 336 S. Main (Fleet Garage), and 603 W. Division (Water Administration). We will tour the above buildings, along with the buildings at 115 E. Washington (Government Center) and 1813 Springfield Road (Parks Maintenance), to assess the functional workflows of the ten departments housed within and among them. We will document the tours with photographs and text explaining the strengths and challenges each department and each building is facing. This will include a review of security and technology elements. We will identify, discuss, and closely define all the spaces required to function efficiently, in compliance with law and national standards, for the next 20 years, and we will document how the existing spaces fulfill those requirements.

1. Discovery information requested from the City:
 - a. As-built drawings of existing structures, if available
 - b. Utility usage and cost data
 - c. Organizational chart and staff list for each department
 - d. Community demographics, current and projected
 - e. List of services currently provided and anticipated future services
 - f. Access to buildings and maintenance staff
 - g. Access to Department representatives
2. Work scope:
 - a. Review of 2014 Faithful + Gould report
 - b. Basic Functional Elements Review
 - c. Operational and Workflow Assessment
 - d. Security Assessment
 - e. Technology Assessment
 - f. Energy Use Assessment
 - g. Gross Building Area and Net Usable Area derived from as-builts
 - h. Web-based survey and analysis
 - i. Meet with each department to discuss current and projected staffing, historic staffing trends, and 20 year projections based on potential changes in the community and changes in the services provided.
 - j. Develop a database of other comparable communities in Illinois with similar populations and land area. This data is a comparison of building sizes, staffing, number of inspections, calls for service, etc.
 - k. Programming spreadsheets for each department identifying stand-alone space requirements and potential shared spaces if co-located with other departments
 - l. Room criteria sheets for each space detailing overall spatial characteristics, required adjacencies, finishes, furnishings, equipment, and other design parameters.
 - m. We will review our findings with City staff and refine our documentation as requested.
 - n. We will present the findings to the City Council.
3. Deliverables:
 - a. Existing Functionality Report containing a review of the nine buildings' basic functional characteristics, an analytical comparison with national standards for buildings serving similar municipal departments, as well as a detailed narrative with photographs explaining the workflow, security, technology, and energy use challenges caused by the facilities themselves.
 - b. Spreadsheet of current space and future space program requirements

- c. Matrix of comparison facilities with key metrics
 - d. Room criteria sheets for each space indicating Space character, Adjacency requirements, Finishes, Architectural requirements, Systems and equipment, Furniture, and Owner-supplied items
4. Fees:
- a. BKV Group \$ 55,000
 - b. Maintenance Facility Consultants (WRA) \$ 8,000
5. Optional Additional Services (currently excluded):
- a. Facility Assessment Report for Parks Maintenance 1813 Springfield Rd \$ 6,000
 - b. Facility Assessment Report for Government Center 115 E. Washington \$ 9,000
 - i. Field Measurements of existing buildings TBD
 - ii. Documentation of existing FF&E TBD
 - iii. Facility Tours:

This would be a 1-day tour with the City team of similar newer facilities in other cities to discuss operational layouts, space size comparisons, public interaction strategies, operational workflows, site features, etc. We would provide documentation and summary of the information reviewed. Typically these tours involve 2 or 3 similar facilities.

 - Public Works Tour \$ 4,800
 - City Hall Tour \$ 4,000

B. Short Term Realignment Analysis – BKV Group will work with the City to identify small projects that would relieve immediate space pressures for low cost.

- 1. Information required from the City:
 - a. As built CAD files or drawings of existing facilities
- 2. Work scope:
 - a. BKV Group will work with the client team to brainstorm potential solutions and evaluate their merits, providing conceptual plans.
 - b. BKV Group will provide conceptual budget and schedule information for each potential project.
 - c. We will present the findings to the City Council.
- 3. Deliverables:
 - a. Conceptual floor plans, budget, and schedule for recommended options sufficient to hire an architect to complete the design.
- 4. Fees:
 - a. BKV Group \$ 18,000
- 5. Optional Additional Services (currently excluded):
 - a. Architectural and Engineering Design and Documentation sufficient for permitting or bidding TBD

C. Long Term Realignment Analysis – BKV Group will identify a series of long-term masterplanning options, which may include the status quo, renovation and expansion, phased replacement, shuffling departments between buildings, and permanent relocation to various sites. One of the options will be a large operations facility to house Public Works, Water, and Parks & Recreation. A pros and cons analysis will be developed exploring the advantages and disadvantages for each option proposed, including acquisition and construction cost, public image, employee morale and productivity, appropriate size, utility access, and several other factors.

1. Information required from the City
 - a. Dates of expiration for current bonds, if applicable
 - b. Available capital improvement planning documents
2. Work scope:
 - a. BKV Group will work with the client team to brainstorm masterplanning concepts and identify up to 5 options to be developed further.
 - b. We will analyze the economic impacts of each option, including maintenance and utilities expenses, travel time for staff, disposition of property, etc.
 - c. BKV Group will evaluate the feasibility of site acquisition and recommend specific locations for options including new facilities on new sites.
 - d. BKV Group will determine a practical, phased approach to each option and draft a rough project schedule for each based on client-identified start dates and standard time frames associated with design, bid, award, and construction.
 - e. We will estimate construction cost and total project cost (including design and engineering fees; permitting and impact fees; owner-supplied equipment, fixtures, furnishings and equipment; bid advertising expenses; etc.) for each option.
 - f. BKV Group will work with the client team to develop pros and cons matrix for each option.
 - g. We will present the findings to the City Council
3. Deliverables:
 - a. Site and Floor Plans for each option indicating how department blocks fit into new or existing buildings, including phasing.
 - b. Masterplan report that presents a data-driven analysis of each of the masterplanning options with recommendations for moving forward.
4. Fees:

a. BKV Group	\$ 60,700
b. Maintenance Facility Consultants (WRA)	\$ 4,500
5. Optional Additional Services (currently excluded):

a. Conceptual site/ floor plans for City Hall	\$ 15,000
b. Conceptual site/ floor plans for Operations Center	\$ 25,000
c. Conceptual floor plans for Government Center	\$ 25,000
d. Each rendering of potential building (if required)	\$ 2,000
e. Allowances for due-diligence examination of potential sites	
Civil engineer	TBD
Geotechnical Evaluation	TBD
Environmental Phase 1	TBD
ALTA Survey	TBD

The steps identified above will be compiled into a final report along with an executive summary. We will review each section of the study with City staff and the City Council and incorporate comments and suggestions into the final version. BKV Group will deliver final bound books along with electronic versions at the completion of the study.

In addition to the above, BKV Group will have industry standard reimbursable expenses to cover the costs of printing, vehicular travel, long-distance phone charges, shipping, etc. For a project like this we would estimate that total amount to be \$12,000. This budget is an estimate only; we will invoice only for expenses incurred with no mark ups.

We would anticipate approximately 8 to 10 months to complete the study. However, at the start of the study one of our first tasks will be to meet with the City to discuss timing, milestones, meetings and overall schedule.

If the proposal is acceptable, please sign below as your approval and acknowledgment to proceed with the work described above. Upon receiving an approved copy, we will make arrangements with you to immediately begin the process. If desired by the City we can also execute the AIA document B202 – 2009 (which covers these types of services) or the Bloomington Standard Professional Services Contract.

Thank you again for the opportunity to provide this proposal. We look forward to building a longstanding relationship with the City of Bloomington and to help create a study that will serve the City well. Please feel free to contact Bruce at your convenience should you have any questions about this proposal.

Sincerely,
BKV Group, Inc.



Bruce Schwartzman, AIA
Partner



Craig Carter, AIA
Senior Associate

David Hales, City Manager
Approval to Proceed

Date

Cc: Lois Nicolas, BKV Group; Emily Rappe, BKV Group; file

CITY OF BLOOMINGTON
SPACE UTILIZATION STUDY - BKV GROUP
PROPOSAL COST SUMMARY

#	DESCRIPTION	COST	ACCEPTED	CONTRACT COST
A-4a	Operational Assessment and Programming (BKV)	\$55,000.00	Yes	\$55,000.00
A-4b	Maintenance Facility Consultant (WRA)	\$8,000.00	Yes	\$8,000.00
A-5a	Facility Assessment - Parks Maintenance	\$6,000.00	No	\$0.00
A-5b	Facility Assessment - Government Center	\$9,000.00	No	\$0.00
A-5biii	Facility Tours - Public Works	\$4,800.00	Yes	\$4,800.00
A-5biii	Facility Tours - City Hall	\$4,000.00	Yes	\$4,000.00
B-4a	Short Term Realignment Analysis	\$18,000.00	Yes	\$18,000.00
C-4a	Long Term Realignment Analysis (BKV)	\$60,700.00	Yes	\$60,700.00
C-4b	Maintenance Facility Consultant (WRA)	\$4,500.00	Yes	\$4,500.00
C-5a	Conceptual Site/Floor Plans - City Hall	\$15,000.00	No	\$0.00
C-5b	Conceptual Site/Floor Plans - Operations Center	\$25,000.00	No	\$0.00
C-5c	Conceptual Site/Floor Plans - Government Center	\$25,000.00	No	\$0.00
C-5d	Rendering of Potentail Building	\$2,000.00	Yes	\$2,000.00
	Reimbursable Expenses	\$12,000.00	Yes	\$12,000.00
TOTALS		\$249,000.00		\$169,000.00

**CITY OF BLOOMINGTON CONTRACT WITH
BKV GROUP
FOR PROFESSIONAL SERVICES FOR
Space Utilization Study**

THIS AGREEMENT, dated this 26th day of September_____, 2016, is between the City of Bloomington (hereinafter "CITY") and BKV GROUP (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- ☐ A flat fee of \$_____ as set forth in the payment terms attached as Exhibit B.
- ☒ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONTRACTOR 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 7. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

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

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:

- ☒ Until all of the services and/or deliverables required to provided within this Contract are completed.
- ☐ From one (1) year from the date of execution.
- ☐ From two (2) years from the date of execution.
- ☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. 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

BKV GROUP

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Scope of Services is included in the attached BKV Group Proposal dated September 19, 2016.

EXHIBIT B
PAYMENT TERMS

Payment terms are included in the attached BKV Group Proposal dated September 19, 2016.



CITY COUNCIL MEETING ADDENDUM AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, SEPTEMBER 26, 2016 7:00 P.M.

Addition:

Item 7K Consideration of adopting a Resolution waiving the competitive bidding process, and approving a contract for Crossing Guard Services with All City Management Service (ACMS) to staff, supervise, and administer the City's crossing guard program. *(Recommend That Council approve the Resolution to waive the competitive bidding process and approve a contract with ACMS for the remainder of this school year and all of next school year (2017-2018) at a cost of \$136,968.00 plus up to approximately \$10,000.00 per year in attendance bonuses (if earned by the crossing guards for perfect/near perfect attendance per semester), and authorize the City Manager to execute the agreement in a form deemed acceptable by the Corporation Counsel.)* Contract added.

NOTE: Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT made and entered into this September __, 2016 by and between the CITY OF BLOOMINGTON, IL. hereinafter called the "City", and ALL CITY MANAGEMENT SERVICES, INC., hereinafter called the "Contractor";

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences upon Contractor's best availability on or about October 24, 2016 and ends on June 30, 2018 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide 10 personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a Crossing Guard. The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by Bloomington Police Department.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
7. In the performance of their duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and the laws and codes of the State of Illinois and the City of Bloomington.
8. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of Illinois and the City of Bloomington pertaining to general pedestrian safety in school crossing areas.

9. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which School is in session. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
11. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$2,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the designee for the City of Bloomington.
12. Contractor agrees to indemnify the City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims for damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
13. Either party shall have the right to cancel this Agreement by giving sixty (60) days written notice to the other.
14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.

15. The City agrees to pay the Contractor for services rendered pursuant to this Agreement the sum Seventeen Dollars and Fifty-six Cents (**\$17.56**) per hour, per guard during the contract period.

Contractor shall bill a minimum of 2.5 hours per guard, per school day unless contractor fails to perform service. Contractor shall offer an attendance bonus to each Crossing Guard of \$400.00 per semester of perfect attendance. A \$300.00 bonus per semester for two (2) or less missed days will also be offered. Contractor shall bill City for each bonus paid out including associated overhead cost of 22%. Not to Exceed cost totals **\$136,968** for an estimated 312 school days of service (not including attendance bonus costs).

16. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
17. Contractor may request a price increase during the contract period as a result of legislatively mandated increases in wages or benefits to Illinois employees. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of service.
18. The City shall have an option to renew this contract by amendment for three (3) additional one (1) year periods. In the event this Agreement is extended beyond June 30, 2018; the compensation and terms for services shall be established by mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Bloomington

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____