



**CITY OF
BLOOMINGTON
COUNCIL MEETING
SEPTEMBER 9, 2019**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

This portion of the meeting recognizes individuals, groups, or institutions publically, as well as those receiving a proclamation, or declaring a day or event.

PUBLIC COMMENT

Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, please complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.

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 typically begins with Item No. 8.

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

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Mboka Mwilambwe
Ward 4 - Julie Emig
Ward 5 - Joni Painter
Ward 6 - Jenn Carrillo
Ward 7 - Scott Black
Ward 8 - Jeff Crabill
Ward 9 - Kim Bray

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents:
Service, Rank, and Authority
Growth and Diversity
A Friendly and Safe Community
A Positive, Upward Movement and
Commitment to Excellence!

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

- ❖ Financially Sound City Providing Quality Basic Services
- ❖ Upgrade City Infrastructure and Facilities Grow the Local Economy
- ❖ Strong Neighborhoods
- ❖ Great Place - Livable, Sustainable City
- ❖ Prosperous Downtown Bloomington

AGENDA



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, SEPTEMBER 9, 2019, 6:00 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.** Presentation of Bloomington Police Chief, Dan Donath.
 - B.** Proclamation recognizing Raksha Bandhan, the Day of Universal Brotherhood and Unity.
- 6. Public Comment**
- 7. Consent Agenda**
 - A.** Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$7,490,863.02, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*
 - B.** Consideration and action to approve Appointments to Various Boards and Commissions as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
 - C.** Consideration and action to purchase three (3) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Bodies from Key Equipment of Bridgeton, Missouri, in the amount of \$461,113.80, using Sourcewell (Contract #112014-LEG), and three (3) 2020 Crane Carrier Model LDT2-30 Chassis from National Auto Fleet Group, in the amount of \$558,903.66, using Sourcewell (Contract # 081716-NAF, exp. 11/15/20), for a total of three (3) Automated Refuse Collection Trucks, at a total of \$1,020,017.46, and authorization to dispose of the three 2012 Crane Carrier 1LGT2-26 Automated Refuse Collection Trucks by online public auction, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchases and Disposal be approved.)*
 - D.** Consideration and action to approve a Contract with Rowe Construction (Bid# 2020-10), a Division of United Contractors Midwest, Inc., and a State Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code to allocate State MFT funds for the construction of intersection improvements at GE Road and Keaton Place/Auto Row Drive, in the amount of \$876,831.72, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract and Resolution for Improvement be approved.)*

- E. Consideration and action to approve the purchase of two (2) 2019 Ford F150 trucks from Morrow Brothers Ford of Greenfield, Illinois, in the amount of \$64,510, using the State of Illinois purchasing contract (Contract #PSD4018488, exp. 12/14/2019), as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and action authorizing the City Manager to execute a workers' compensation settlement agreement in the amount of \$128,689.75 to City of Bloomington Firefighter John Meckley, Case #16WC015274, 18WC016234, as requested by the Human Resources Department. *(Recommended Motion: The City Manager be authorized to enter into a settlement agreement, in an amount not to exceed \$128,689.75, with John Meckley in relation to a workers' compensation case.)*
- G. Consideration and action on the approval of a Multi-year Contract with SEAM Group to perform Arc Flash Studies of City Facilities (RFQ #2020-11), as requested by the Public Works and Facilities Management Departments. *(Recommended Motion: The proposed Contract be approved.)*
- H. Consideration and action on an Ordinance Amending Chapter 6, Section 26(D), Chapter 23, Section 44, and Chapter 31, Section 701 of the City Code Regarding Liquor at City-owned Properties, Miller Park Pavilion and Davis Lodge, as requested by the City Clerk Department. *(Recommended Motion: the proposed Ordinance be approved.)*
- I. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 1, Block 12 in Camp Potawatomie, from Stephen and Alexandra Juriga to the petitioner, W. Thomas Lawrence, as Trustee of the W. Thomas Lawrence Trust, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*
- J. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 8, Block 2 in Camp Kickapoo, from Shirley J. Armstrong Estate to the petitioners, Mark and Colleen Fellheimer, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*

8. Regular Agenda

- A. Consideration and action on a Resolution Establishing the Cannabis Review & Implementation Task Force Committee, as requested by City Council. *(Recommended Motion: the proposed Resolution be approved.) (Brief introduction by Jenn Carrillo, Council Member, 10 minutes; and City Council discussion, 20 minutes).*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session - Cite Section

13. Adjournment

RECOGNITIONS



Council Date: September 9, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Presentation of Bloomington Police Chief, Dan Donath.
- B. Proclamation recognizing Raksha Bandhan, the Day of Universal Brotherhood and Unity.

PROCLAMATION

Recognizing Raksha Bandhan, the Day of Universal Brotherhood and Unity

WHEREAS, traditionally Raksha Bandhan has been a celebration of the bond between a brother and sister, celebrated by Hindus, Jains, Buddhists, and Indians; and,

WHEREAS, this day also signifies caring for the needy and weak in the community, thus promoting brotherhood and unity among all sections of society; and,

WHEREAS, the Hindu Community and youth have been sharing this celebration with the public officials of the Bloomington-Normal twin cities for many years; and,

WHEREAS, this occasion has been an opportunity to show gratitude to all those who facilitate education, law and justice, peace and prosperity, harmony, and care for all,

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby recognize Raksha Bandhan, the Day of Universal Brotherhood and Unity, and encourage everyone to embrace the spirit of this special occasion.



A handwritten signature in blue ink, reading "Tari Renner".

Tari Renner
Mayor

A handwritten signature in black ink, reading "Leslie Yocum".

Leslie Yocum
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM: 7A

FOR COUNCIL: September 09, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$7,490,863.02, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.

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: Bills, Payroll, and Electronic Transfers on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,490,863.02 (Payroll total \$2,198,895.61, Accounts Payable total \$4,816,198.67, and Electronic Transfers total \$475,768.74).

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason
City Manager

Attachment:

- FIN 1A Summary Sheet Bills, Payroll, and Electronic Transfers Bills & Payroll 090919

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
8/30/2019	\$ 1,979,361.46	\$ 192,594.54	\$ 2,171,956.00		
8/22/2019-8/27/2019	\$ 24,353.41	\$ 2,586.20	\$ 26,939.61		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,198,895.61		
ACCOUNTS PAYABLE (WIRES)				PCARDS	
Date	Bank	Total		Date Range	Total
9/9/2019	AP General	\$ 4,697,344.76			
	AP JM Scott				
9/9/2019	AP Comm Devel	\$ 10,520.17		PCARD GRAND TOTAL	
	AP IHDA				
9/9/2019	AP Library	\$ 46,482.43			
9/9/2019	AP MFT	\$ 10,869.88			
8/23/2019-8/30/2019	Out of Cycle	\$ 50,981.43			
6/27/2019-8/28/2019	AP Bank Transfers	\$ 475,768.74			
	AP GRAND TOTAL	\$ 5,291,967.41			
		TOTAL			\$ 7,490,863.02
			Respectfully,		
			F. Scott Rathbun		
			Director of Finance		



CONSENT AGENDA ITEM NO. 7B

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration and action to approve Appointments to Various Boards and Commissions as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments be approved.

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 asks your concurrence in the appointment of:

Citizens' Beautification Committee. Michelle Grasher to the Citizens' Beautification Committee. She will be filling the vacancy previously held by Valerie Dumser who resigned 6-26-18 and whose term expired 4-30-19. Michelle's first three-year term will be effective upon appointment and will expire 4-30-22 at which time she will be eligible to apply for reappointment. Application is on file in the Administration Office.

Cultural Commission. Ryan McCracken to the Cultural Commission. He will be replacing Jesse Smart who resigned 6-14-19 and whose three-year term expires 4-30-21. Ryan's term will be effective upon appointment and will expire 4-30-21 at which time he will be eligible to apply for reappointment. Application is on file in the Administration Office.

Technology Commission. Eric Fisher to the Technology Commission. Eric will be a charter member of this Commission and will be serving a three-year term which will be effective upon appointment and will expire 4-30-22 at which time he will be eligible to apply for reappointment. Application is on file in the Administration Office.

Joel Murphy to the Technology Commission. Joel will be a charter member of this Commission and will be serving a three-year term which will be effective upon appointment and will expire 4-30-22 at which time he will be eligible to apply for reappointment. Application is on file in the Administration Office.

Gary Neumayer to the Technology Commission. Gary will be a charter member of this Commission and will be serving a three-year term which will be effective upon appointment and will expire 4-30-22 at which time he will be eligible to apply for reappointment. Application is on file in the Administration Office.

Jennifer Brown to the Technology Commission. Jennifer will be a charter member of this Commission and will be serving an initial two-year term which will be effective upon appointment and will expire 4-30-21 at which time she will be eligible to apply for reappointment. Application is on file in the Administration Office.

Robert Davis to the Technology Commission. Robert will be a charter member of this Commission and will be serving an initial two-year term which will be effective upon appointment and will expire 4-30-21 at which time he will be eligible to apply for reappointment. Application is on file in the Administration Office.

Jacob Elterich to the Technology Commission. Jacob will be a charter member of this Commission and will be serving an initial one-year term which will be effective upon appointment and will expire 4-30-20 at which time he will be eligible to apply for reappointment. Application is on file in the Administration Office.

Raviprasad Duvvuri to the Technology Commission. Ravi will be a charter member of this Commission and will be serving an initial one-year term which will be effective upon appointment and will expire 4-30-20 at which time he will be eligible to apply for reappointment. Application is on file in the Administration Office.

Transportation Commission. Rickielee Benecke to the Transportation Commission. She will be completing the term of Robert Ballantini who resigned 8-29-19 and whose term will expire 4-30-21. Rickielee will be representing the disabled population on the Commission. Her term will be effective upon appointment and will expire 4-30-21 at which time she will be eligible to reapply. Application is on file in the Admin Office.

John Corey to the Transportation Commission. He will be completing the final year of the term previously held by Michael Gorman who resigned 4-30-19 and whose term will expire 4-30-20. John's term will be effective upon appointment and will expire 4-30-20 at which time he will be eligible to reapply. Application is on file in the Admin Office.

Zoning Appeals. Michael McFarland to the Board of Zoning Appeals. He will be filling the vacancy created by Jeff Brown who chose not to reapply when his term expired 4-30-19. Michael's first three-year term will be effective upon appointment and will expire 4-30-22 at which time he will be eligible to apply for reappointment. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized, looping flourish at the end.

Tim Gleason
City Manager

Attachments:

- ADM 1B Roster Citizens' Beautification Committee
- ADM 1C Roster Cultural Commission
- ADM 1D Roster Technology Commission
- ADM 1E Roster Transportation Commission
- ADM 1F Roster Board of Zoning Appeals

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt.	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Chair	Sara	Crowley	04/30/21	2018	05/14/18	3								
x		Robin	VanDemay	04/30/20	2014	03/27/17	3								
x		Brittany	Burton	04/30/20	2019	08/12/19	7								
x		Holly	Sellers	04/30/19	2018	02/12/18	5								resigned 2-21-19
x		Daniel	Freiburg	04/30/22	2018	04/22/19	7								
x		Robert	Bradley	04/30/21	2017	04/23/18	9								
x		Brett	Liviller	04/30/21	2018	05/14/18	4								
x		Amenda	Weisgerber	04/30/22	2016	04/22/19	4								
x	GRASHER	Valerie	Dumser	04/30/19	2012	06/13/16	7								resigned 6-26-18
x		Adriane	Powell	04/30/22	2018	04/22/19	4								
x		Erica	Larkin	04/30/20	2013	05/22/17	1								
x	Ex-Officio	William	Gudeman	04/30/21	2018	04/23/18	5								
	Ex-Officio	Jan	Lauderman												
	Staff	Stan	Cain												
	Staff	Robert	Moews						Parks & Rec				434-2280		
	Staff	David	Lumb						Parks & Rec				434-2280		

Details:

Term: 3 years (4 years prior to 5/1/2014)
Term Limit per City Code: 3 terms/9 years
Members: 12 members, 1 ex-officio member
Number of members the Mayor appoints: 12
Type: Internal
City Code: 1973-32, Chapter 2, Section 72
Required by State Statute: No
Intergovernmental Agreements:
Funding budgeted from COB for FY2014:
Meetings: 3rd Thursday of each month at 6:00 pm - BPD Osborn Room

Number of Vacancies: 2
Number of Expired Board Members (Elim Appointments only): 2
Number of Expired Board Members Eligible for Reappointment: 2

Appointment/Reappointment Notes: Grasher to replace Dumser

Cultural Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Email	Street	City	Zip	Ward	Home Phone	Work Phone	Cell Phone	Notes
x		Angelique	Racki	04/30/20	2016	03/27/17									
x	Chair	Kellie	Williams	04/30/22	2016	04/22/19									
x		Melissa	Libert	04/30/21	2018	12/17/18									
x		Jeff	Crabill	04/30/21	2018	06/25/18									
x		Mark	Halk	04/30/22	2018	04/22/19									
x		Ronald	Crick	04/30/22	2017	04/22/19									
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18									
x		Jeffrey	Pitzer	04/30/22	2019	08/12/19									
x		Meryl	Brown	04/30/20	2018	08/27/18									
x	MCCRACKEN	Jessa	Smart	04/30/21	2016	4/23/2018									Resigned 8/14/19
x		Jamie	Mathy	04/30/20	2014	06/12/17									
	Staff	Jim	Mack				jmack@cityblm.org						434-2760		
	Staff	Eric	Veal				eveal@cityblm.org						434-2402		
	Staff	Samantha	Still				ssill@cityblm.org						434-2785		

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 11 members (was 14 members but Ordinance 2018-42 reduced to 11, 6-11-18)
Number of members the Mayor appoints: 11
Type: Internal
City Code: Chapter 2, Section 81
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 3rd Thurs of each month at 7:30 am - Creativity Center Conference Room
Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 0
Number of Expired Board Members Eligible for Reappointment: 0
Appointment/Reappointment Notes: McCracken to replace Smart

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Chair	Michael	Gorman (Corey)	04/30/20	2017	08/14/17	4								resigned 4-30-19
x		Angela	Ballantini	04/30/21	2017	04/23/18	7								resigned 6-21-19
x		Edward	Breitwieser	04/30/22	2019	08/12/19	4								
x		Maureen (Reenie)	Bradley	04/30/21	2017	04/23/18	3								
x	Vice Chair	Jill	Blatt	04/30/20	2017	08/14/17	8								resigned 4-18-19
x		Adam	Heenan	04/30/20	2019	04/22/19	4								
	Disabled or serve disabled population														
x		Robert	Ballantini (Benecke)	04/30/21	2019	02/25/19									resigned 8-29-19
	Staff	Phil	Allyn	Traffic Engineer					115 E Washington	Bloomington	61702		434-2427		

Details: B

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members (additional member added 11/26/18 Council Meeting) (reduced to 7 members at 6-24-19 Council Meeting)
Number of members the Mayor appoints: 7
Type: Internal
City Code: Ordinance 2017-49; Chapter 29, Section 300, Article XXVIII
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from: COB for FY2014;
Meetings: 3rd Tuesday of each month, 4pm, Council Chambers
Number of Vacancies: 4
Number of Expired Board Members: 0
Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes: Commission formed 6-12-17, Charter members presented for appointment 8-14-17. Corey replacing Gorman. Benecke replacing R Ballantini.

Board of Zoning Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x		Terry	Ballantini	04/30/21	2018	06/11/18	7								
x		Tyler	Noonan	04/30/20	2019	05/13/19	9								
x	McFARLAND	Jeff	Brown	04/30/19	2015	09/14/15									did not reply
x		Richard	Vellengruber	04/30/20	2017	03/13/17	1								
x		Robert	Schultz	04/30/20	2012	07/19/17	8								resigned 5/9/19
x		Michael	Rivera, Jr.	04/30/20	2018	12/17/18									
x		Victoria	Harris	04/30/20	2017	07/24/17	5								
	Staff	Joni	Gerard					jgerard@cityblm.org	115 E Washington	Bloomington	61701		434-2341		

Details:

Term: 3 years (4 years prior to 5/1/2014)
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
City Code:
Type: Internal
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014: None
Meetings: 3rd Wednesday of each month at 4:00pm in the Council Chambers
Number of Vacancies: 2
Number of Expired Board Members (Blm Appointments only): 1
Number of Expired Board Members Eligible for Reappointment: 1
Appointment/Reappointment Notes: McFarland to replace Brown



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to purchase three (3) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Bodies from Key Equipment of Bridgeton, Missouri, in the amount of \$461,113.80, using Sourcewell (Contract #112014-LEG), and three (3) 2020 Crane Carrier Model LDT2-30 Chassis from National Auto Fleet Group, in the amount of \$558,903.66, using Sourcewell (Contract # 081716-NAF, exp. 11/15/20), for a total of three (3) Automated Refuse Collection Trucks, at a total of \$1,020,017.46, and authorization to dispose of the three 2012 Crane Carrier 1LGT2-26 Automated Refuse Collection Trucks by online public auction, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchases and Disposal be approved.

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

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

BACKGROUND: Public Works is recommending the purchase of three Automated Refuse Collection Trucks, in the amount of \$1,020,017.46, to replace three 2012 Crane Carrier 1LGT2-26 Automated Refuse Collection Trucks due for replacement this fiscal year. The City of Bloomington collects household refuse, bulk waste, brush, and leaves from residents' homes. These units are used daily to pick up refuse and recycling in the automated program.



As with the current units, all three new units will run on 20 percent biodiesel derived from soybean oil. The fuel is alternative and renewable.

Hybrid-electric powertrains for existing garbage trucks and fully-electric garbage trucks are technologies that are in development and are not fully utilized by any U.S. garbage collection providers. Staff research shows that neither option is in production at this time. Wrightspeed is not testing or selling its technology at this time. Manufacturers such as Peterbilt and Kenworth are testing hybrid-electric technology internally while also testing over 50 electric trucks in multiple, large cities such as Los Angeles and Seattle. Staff recommends reviewing this research each year, as the technologies develop. In the meantime, staff recommends continuing its commitment to a green fleet by continuing to use 20 percent biodiesel fuel for the City's diesel fleet vehicles. For more information, please see the attached report.

The first unit that needs to be replaced has 48,673 miles and 8,133 hours of use. Recent maintenance and areas of repair have included brakes, packer cylinders, engine exhaust regeneration, engine electric, body electrical, camera system, air system, steering, arm bushings and pins, hydraulic control system, and hopper worn through. Total maintenance cost to date is \$136,506.39.

The second unit that needs to be replaced has 69,648 miles and 9,541 hours of use. Recent maintenance and areas of repair have included steering, brakes, hydraulic hoses, hydraulic control valve, hydraulic cylinders, grabber arm and control, engine emission system, engine cooling system, and body floor worn through. Total maintenance cost to date is \$124,932.87.

The third unit that needs to be replaced has 66,685 miles and 9,496 hours of use. Recent maintenance and areas of repair have included the engine emission system, hydraulic cylinders, lights, fuel system, air brake valves, hydraulic hoses, hydraulic valve, pump drive shaft, engine cooling system, and suspension springs. Total maintenance cost to date is \$105,265.12.

Staff respectfully requests to have the replaced units declared surplus and be sold on public auction at Govdeals.com. They are expected to bring \$51,000.00 each.

Sourcewell is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts result in volume discounts. The City has been a member of this cooperative for several years and has made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Solid Waste Division of the Public Works Department has budgeted \$1,059,210.00 for the purchase of the units out of the FY 2020 Capital Lease-Capital Outlay Licensed Vehicle account (40110141-72130). The new units will cost \$1,020,017.46 for a budgeted savings of \$39,192.54. The price for the Crane Carrier chassis reflects a \$12,798.00 discount for early payment, made at the time of verification of the chassis receipt at LaBrie Environmental, in St Nicholas QC. Stakeholders can locate the trucks in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 87 and 93.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5: Provide more efficient and sustainable municipal solid waste management, Objective NE-5.2: Continue to address solid waste issues at the regional level.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Rob Kroner, Supt. of Fleet Maintenance
Michael Hill, Management Analyst

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- PW 5B Quote Key Equipment Refuse Truck Replacement 09092019
- PW 5C Quote National Auto Fleet Refuse Truck Replacement 09092019
- PW 5D Report Refuse Truck Replacement 09092019

Key Equipment & Supply Company
13507 Northwest Industrial Drive, Bridgeton, MO 63044

**Presents a Sourcewell Proposal Summary
of the**



Labrie Expert(t) 2000 33 CY (27+6) Helping Hand



*Sample Photo

for

**City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61702**



Productivity Enhancements

- **Long Reach Extension** – the Helping Hand™ Arm has a standard extension of 84". The Long Reach Extension adds 36" to the reach of the arm. It is very useful in cul-de-sacs and around parked cars.
- **Packer cylinders hydraulic oil regeneration** – recycles hydraulic oil to the packer cylinder reducing packer cycle times to 13 seconds. Increases productivity during neighborhood pickup. Not available on ISL-G chassis
- **Single Crusher Panel Control** – standard control for the crusher panel is on the curb side controller next to the hopper. This enhancement adds a crusher panel control inside the cab.
- **Grabber Counting Device** – counts the number of carts dumped.
- **Driver Side Camera** – a street side camera that provides input to the driver regarding traffic on the street side of the vehicle. The camera system accepts four inputs. Standard is rear vision, hopper camera and arm camera. This camera could be set up as the default setting so driver could safely maneuver through his route.
- **Premium Paint** – one color body paint includes Clear Coat Finish

33 (27+6) Cubic Yard Labrie Expert(t) 2000 Helping Hand (Diesel)

33 Cubic Yard Labrie Expert(t) 2000 Helping Hand Side Loader Refuse Body with Extended Reach with All Standard Features and including the following:

Helping Hand Automated Arm Extended Reach
Hydraulic Tank in drop section – 65 gal.
Main Fuel Tank in drop section – 65 gal.
Crusher Panel
Spill Shield
Joystick control in cab
Grab Pack: programmable packer cycle after cart pick-up, including multi-cycle option
In cab packer controls
Packer cylinders hydraulic oil regeneration
Multifunction Lights Package
LED body lights
Pump: double vane T6DC Work-at-idle pump
Fire Extinguisher including brackets – 20 lbs
Work Light Kit: dual, in-cab single switch – LED type
Light - LH Side Hopper
Light - RH Side Rail
Single Crusher Panel Control
Grabber Counting Device
Ground level grease points: for tailgate & hopper door hinges
Central grease point for packer shoes and rails
Central grease point for follower panel rollers
Auxiliary Arm Controls - RH side, Mini-Joystick in Cab
Zone Defense Triple Camera System
Broom & shovel with holder
Complete unit mounted with drop frame and delivered

Price of Labrie Expert(t) 2000 Helping Hand (Body Only):	\$ 150,470.00
Less Sourcewell Discount:	-\$ 3,009.40
Freight:	\$ 2,794.00
Steel Surcharge:	\$ 1,100.00
PDI & Lifetime Training:	\$ 2,350.00
Total Invoice Amount:	\$ 153,704.60

*Price includes start-up and training by Key Equipment & Supply Company personnel. Price does not include FET, sales and/or use taxes. Price is good through October 1, 2019.

Sourcewell Contract #: 112014-LEG
Member #: 25014





National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/28/2019

Quote ID BR – 1075

Robert Krones
Superintendent of Fleet Maintenance
City of Bloomington, IL
Fleet Management
336 S. Main Street
Bloomington, IL 61701

Dear Robert,

National Auto Fleet Group is pleased to quote the following chassis for your consideration. **One (1) New/Unused (2020 Crane Carrier Model LDT2-30 Standard Cab Drop Frame Chassis, customer will supply the upfit)** delivered to your department yard with arrangements made by Dave Lopina with Cumberland Servicer, Inc. priced as follows:

	(1) One Unit
Sub Total	\$186,301.22
Tax (0%)	\$ 00.00
Total	\$ 186,301.22

- Per the attached specifications. Pricing includes shipping to Labrie Enviroquip Group (175-B, route Marie-Victorin, Levis, Quebec, Canada G7A 2T3) once the chassis are completed.

This chassis are available under the **Sourcewell (formerly known as NJPA) Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497



Chassis Quotation

2020 Pricing A

Regional Sales Manager:		Brewer	P.O.#:	SOURCEWELL:	YES	United States	Date: 8/28/2019
Purchaser: Cumberland Servicerter, Inc. Address: 2375 E. Oakton Street City/ST/ZIP: Elk Grove Township, IL 60005 Attn: Dave Lopina Telephone: 847-437-5050 Fax: 847-437-0730			For Sale To: Address: City of Bloomington 109 E Olive St. City/ST/ZIP: Bloomington, IL 61702 Attn: Rob Krone Telephone: 309-434-2340 Fax:		OEF#: Rev: S/N: Qty: 1 (One) Model: LDT2-30 Spec#: Compared to K1674056 Date:		
Vocation (ie. FL, RL, ASL, MSL, RO): Automated Side Loader			Body Make: Labrie		Body Model: Expert Helping Hand (31YD)		
Engine/Torque @ RPM: CUMMINS - L9-350 1150 @ 1400 RPM Accessories: 10 Gal. Heated DEF Tank Standard Location RH Side Accessories: FEPTO Adapter 1350/1410 Accessories: Remote Engine Oil Fill Block Heater: 120V - Block Heater 1,000 Watt w/Red Ind. Lt. Air Compressor: Cummins-Wabco, 18.7 CFM Cooling System: Remote 1814 Sq. In. -34 F Below Zero XL Accessories: Remote Radiator Filler w/ Cover Accessories: Accessories: Accessories: Air Intake: Parker 13" Steel Intake Accessories: Filter Minder, Dash Mounted Accessories: Exhaust: LH Vertical Flared Elbow Accessories: Accessories: Battery Box/Batteries: Steel (3) Three GRP 31, 925 CCA Ea. LH Side Accessories: Standard Location Accessories: Accessories: Flaming River Disconnect Starter: Heavy Duty Soft Start Alternator: Leece-Neville 160-AMP Fuel Tank: 60 Gallon Alum. Single Tank LH Side Accessories: Standard Location Accessories: Filter/Separator Cummins Branded 12V Heated Filter Trans. / Retarder: 3000RDS 5-Speed Controls: Dual Pushbutton NIS/Auto Neutral: Auto Neutral System / "AG" Function Accessories: 50 Gallon Steel Tank LDT ILO 60 Gallon Alum. Sgl Tank (Black) Accessories: Secondary Shift Schedule Accessories: (46 MPH Maximum 1- 4 gear) Propshafts: Spicer Life Series SPL-170 Front Axle: D2000F Accessories: Brakes: 16.5 X 7 Wide Brake Package Slack Adjusters: Automatic Accessories: Wheels: Hub - Steel Disc 22.5 X 9.00 Tires: 315/80R22.5 Yokohama MY627W L / 20 Spare Wheel: No Spare Tire: No Front Suspension: Parabolic Taper-Leaf 20k Steering Position: RH, Sit-Down Dual Drive, Tilt / Telescopic Column Accessories: Rear Axle: S30-190 Accessories: ATC - Automatic Traction Control Brakes: 16.5 X 7 Wheels: Hub - Steel Disc 22.5 X 8.25 Tires: 12R22.5 Bridgestone M843 H / 16 Ratio/Max. Speed: 5.57 Ratio 63 MPH Limit Speed: 65 MPH Slack Adjusters: Automatic Accessories: Spare Wheel: No Spare Tire: No Retarder: Accessories: Rear Suspension: Reyco 102CC 30k w/o Shocks, f/ 30k Axle Tag/Pusher: Watson & Chalin Non-Steer Tag (B) 20K Wheels: Single Hub - Steel Disc 22.5 X 9.00 Tires: Single 315/80R22.5 Yokohama MY627W L / 20 Accessories: Air lift controls mounted on left side driving position Lt Frame: Labrie / SHU-PACK RBM: See Price Book Bumper: Painted Steel Accessories: Accessories: Wheel Base: 224" CA/CT= 200" AF= 97" ABS System: 6S / 5M w/ATC Air Tanks: (4) Four Steel Tanks Drain Valves: Bendix DV-2 Non-Heated, Wet Tank Pull Cords: Air Dryer: Bendix B/W AD-9EP, Heated Accessories: Accessories: Centralized Drain Valves Accessories:			Cab Construction: LDT2 RH, Sit-Down Dual Drive, Tilt / Telescopic Column Cab Type/Tilt Pump Standard: Standard Cab 12v Cab Tilt Assist Pump Accessories: Pls mount radio on RH Side Cab Exterior: Dual Tone, Air Horn Under Cab Cab Visor w/ Marker Lights LED Head Lamps 3 Rear Windows & 2 Roof Vents Cab Interior: Dual Fans Standard Dual Cab Fans Air Conditioning: Integral w/Cab Dash & Heater System Stereo: Standard AM/FM Stereo WB/MP3/WMA/USB & iPod/Bluetooth Accessories: 16" x 7" LH & RH Moto Brand Heated, Motorized Mirrors Doors / Windows: LH Solid Electric, Roll-Down RH Solid Electric, Roll-Down Mirrors: LH RH Spot Mirrors: LH & RH (1) 8" Round Convex Spot, (2) Total 1-Each Side Seats: LH Sears C2 Air Ride, Black Vinyl RH Forward Sears C2 Air Ride, Black Vinyl Instrumentation: Full RH Instrumentation Accessories: (2) Transmission Oil Temperature Gauges Accessories: Accessories: Accessories: Mirror controls at both steering stations Windshield Wiper(s): Intermittent Wipers Cab Elec./Lighting: CCC Daytime Running Lights Accessories: LED Cab Clearance, Marker & Turn Signals Accessories: Accessories: Back-Up Alarm: Warn or Equal 107 dB(A) Misc. Equipment: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Accessories: Finish Paint: Color: White Color/Code: 57971 Cab: Upper Cab Stripe: No Lower Cab Stripe: No Bumper: Black 56590 Bumper Stripe: No Frame: Black 56590 Battery Box: Black 56590 Fuel Tank: Alum Std Finish Clear Coat: No Front Wheels: 2-Sided White PC Rear Wheels: 2-Sided White PC				
Requested Delivery Date:			Additional Charges / Warranties (Non-Discounted): Standard Chassis Warranty 12 Months Unlimited Miles Standard Frame & Crossmember Warranty - 5YR/100K Mi (pro-rated after 36 Mo/30K Mi) Standard - 2 Year Cummins Engine Warranty Standard - 3 Year Allison Edge II Partner Warranty Standard - 2 Year Dana Axle Warranty				
Notes:			TOTAL PRICE PER VEHICLE TAXABLE TRANSACTION NO XX YES Freight Rates Subject to a Fuel Surcharge and / or a price increase at time of delivery Terms C.O.D Net Cash prior to Delivery QUOTE GOOD FOR 60 DAYS FROM SUBMISSION				



CRANE CARRIER COMPANY

The Heavy Truck Specialists

PAINT CHART

Date: 04/15/19

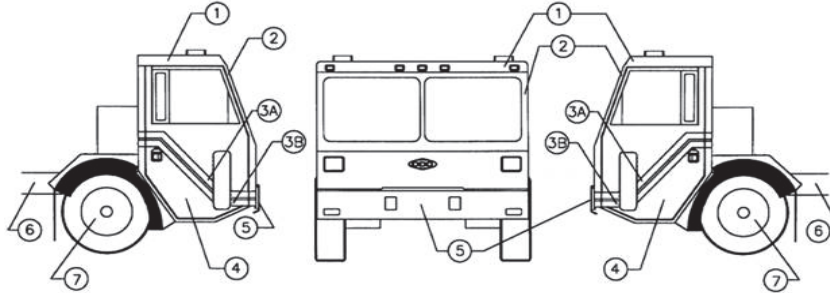
By: SP

Purchaser: Cumberland Servicer, Inc.
Address: 2375 E. Oakton Street
City/ST/ZIP: Elk Grove Township, IL 60005
Attn: Dave Lopina
Telephone: 847-437-5050
Fax: 847-437-0730

For Sale To: City of Bloomington
Address: 109 E Olive St.
City/ST/Zip: Bloomington, IL 61702
Attn: Rob Krones
Telephone: 309-434-2340
Fax:

OEF#:
REV #: **DATE:**
S/N:
QTY: 1 (One)
MODEL: LDT2-30
SPEC#: Compared to K1674056

Ct



Standard paint is White (N0007) cab, Black (N0001) chassis, air cleaner and exhaust assembly.
Bumper is Gray (N0427). Disc wheels are manufacturers standard Gray (N0427). Cab and bumper striping is optional.

Item #	Area to be Painted	Paint Code	Paint Color
1	Roof	57971	White
2	Upper Cab	57971	White
3A	Cab Upper Stripe	No	
3B	Cab Lower Stripe	No	
4	Lower Cab	57971	White
5	Bumper	56590	Black
5A	Bumper Stripe	No	
6	Chassis	56590	Black
	Air Lines	56590	Black
	Axles Grp	56590	Black
	Bolt Heads	56590	Black
	Brackets	56590	Black
	DEF Tank Mounting	56590	Black
	Drive Lines Grp	56590	Black
	Engine Mounts	56590	Black
	Exhaust & Cooling Grps	56590	Black
	Hydraulic Reservoir	56590	Black
	Rear Fenders Grp	56590	Black
	Trans & CAC Grps	56590	Black
	Air Clnr Grps	56590	Black
	Battery Box & Assy.	56590	Black
7	Fuel Tank & Assy.		Alum Std Finish
8	Front Wheels	PC	White
9	Rear Wheels	PC	White
10	Spare Wheel(s)		
11	Cab Windshield Guard		
12	Clear Coat	No	

CCC USE ONLY (Do not write in this section)

SPECIAL INSTRUCTIONS:

Hybrid-Electric and Electric Garbage Trucks Could be the Future, but they're Not Ready

August 2019

at a glance

Hybrid-electric powertrains for existing garbage trucks and fully-electric garbage trucks are technologies that are in development and are not fully utilized by any U.S. garbage collection providers. Staff research shows that neither option is in production at this time. Wrightspeed is not testing or selling its technology at this time. Manufacturers such as Peterbilt and Kenworth are testing hybrid-electric technology internally while also testing over 50 electric trucks in multiple, large cities such as Los Angeles and Seattle. Staff recommends reviewing this research each year, as the technologies develop. In the meantime, staff recommends continuing its commitment to a green fleet by continuing to use 20 percent biodiesel fuel for the City's diesel fleet vehicles.

Scope

City Council and Administration directed Public Works to research the possibility of using hybrid-electric garbage trucks, based on research provided by Professor Emeritus William Rau, and both hybrid-electric and electric garbage trucks, based on previous research performed by Public Works staff. Staff has prepared this document to examine several aspects of hybrid-electric or electric garbage trucks, including the merits, effectiveness, availability, and price of each technology.

Background

The Fleet Management Section of the Public Works Department has continued to explore ways to "green" the fleet in responsible and practical manners, which is consistent with Strategic Plan and Comprehensive Plan goals. The Section uses 20 percent bio-diesel in all units that fill up at the Public Works fueling site. This includes all Solid Waste trucks. Bio-diesel is an alternative, renewable fuel. The city uses biodiesel derived from soybean oil. In total, the city has 191 vehicles that run on this alternative fuel. The city also has many cars and trucks that are compatible with E85 fuel. However, the City does not have an available fuel tank for this type of fuel, and off-site E85 fuel is not cost-effective at this time.

In February 2018, William Rau, Professor Emeritus of Sociology at Illinois State University, brought the issue of using hybrid-electric garbage trucks to union leadership by reaching out to the media. As a result, staff performed an internal, preliminary review of the information, but found it was not something that should be considered at that time.

In August 2019, Rau contacted Council prior to their consideration of purchasing three new diesel solid waste trucks. As a result, Council tabled the consideration of the purchase until September 2019 in order to generate this report, which discusses hybrid-electric and electric garbage trucks and whether they are feasible alternatives to the staff-recommended diesel solid waste trucks that would run on 20 percent biodiesel.

Findings

Hybrid-Electric Garbage Trucks

Wrightspeed

Hybrid-electric powertrains, theorized by Wrightspeed, are installed on an existing truck. Once the conversion is completed, the truck would run on an electric powertrain until the batteries run low and then uses a biodiesel turbine generator to charge the batteries (Wrightspeed Powertrains, n.d.). Unfortunately, the company found that biodiesel turbine generators are not compliant with 2020 vehicle emissions standards based on information Wrightspeed provided to staff.

The information provided by Peter Kelly-Detweiler in an article in Forbes (Kelly-Detweiler, 2015), that makes claims about brakes only lasting three months and powertrains lasting five years or less, is based on quotes from Founder and CEO of Wrightspeed, Ian Wright, and does not have supporting data. Unfortunately, this technology is not well-tested for garbage trucks and buses and has failed to come to fruition in multiple communities, including Santa Rosa, California (McCallum, 2018), and Wellington, New Zealand (George, 2019). While FedEx tested Wrightspeed's technology on 2 delivery vehicles, and subsequently ordered 25 delivery vehicles for an additional test (Golson, 2014), staff could not find that FedEx has implemented the technology beyond those 25 test units. FedEx has more than 47,000 vehicles in its fleet, so the 27 vehicles would be under 0.06 percent of their fleet (Golson, 2014).

The company who manufactures the hybrid-electric powertrains appears to have gone dormant (Gitlin, 2019). Staff found that the company has had no press releases since 2016 and no consistent social media presence on Facebook, Twitter, or LinkedIn since 2017. However, staff was able to call Wrightspeed, and a representative estimated it would cost \$200,000 per truck to install their drivetrain, assuming it could go into production with the 2020 vehicle emissions standards. The representative said the company installed the unit on two garbage trucks, but none of them are in operation at this time. In addition, the representative said the company does not have service centers in Illinois, and they would only install units on a few vehicles at a time to test before installing on the entire fleet.

Other Manufacturers

Based on staff conversations with vendors, Peterbilt, Kenworth, and other companies are internally testing other forms of hybrid-electric garbage trucks. These include electric/biodiesel hybrids that use a traditional generator when the batteries run low and electric/compressed natural gas (CNG) hybrids that use a generator powered by CNG. However, none of these options are available on the market at this time.

Electric Garbage Trucks

Electric garbage trucks are fully electric and use no other fuel. When the batteries run low, the vehicle must return and recharge or recharge on the road, which requires charging infrastructure and room for charging at either the domicile of the vehicle or on the road. This technology is in the testing phase for garbage trucks. Staff contacted distributors for Peterbilt and Volvo (owner of Mack) via e-mail to inquire about pricing for electric vehicles. Peterbilt is testing over 50 units across the country but has not announced a production launch date due to a lack of demand. Volvo (Mack) will start testing next year, but they estimate that production will not start for a couple of years.

Staff was not able to locate a U.S. solid waste collection provider that has a fleet of electric garbage trucks in service. Notably, Chicago, Sacramento, Los Angeles, and Seattle each have an electric garbage truck to use as a pilot. However, Chicago is currently suing the company that produced the truck they received in 2015 due to its inability to be in service. Sacramento and Los Angeles received their trucks in 2018 (Greenwalt, 2018), and Seattle received a truck in 2019 (Gitlin, 2019). Staff could not find resources that show that these cities have reported back about how the trucks are performing. New York City will pilot an electric garbage truck in 2020 (Dzikiy, 2019).

Some cities in the United States have purchased electric buses, but they are not widely utilized. The United States has 300 electric buses total, which is small, compared to China, which has 421,000 (Eckhouse, 2019). This is partially due to the fact that U.S. municipalities replace buses at the end of their useful lives, which averages to about 12 years, and electric buses, while cheaper to maintain than diesel models, are more expensive up-front (Eckhouse, 2019).

Connect Transit in Bloomington received discretionary grants from the FAST Act and the Federal Transit Administration's Buses and Bus Facilities Competitive Grant Program to replace 12 out of 42 diesel buses with electric buses and install charging infrastructure (Denham, 2018) (Denham & Schlenker, 2017). Since the technology is not available for garbage trucks, grants are also not available. Connect Transit has not purchased electric buses at this time. Staff met with Connect Transit Chief Operating Officer Martin Glaze and Safety and Training Director Dave White, who said that the organization advertised a Request for Proposals for the buses they want to purchase, which they estimate will cost about \$1 million per bus, including parts and labor for a charging station for each bus.

Interestingly, in Bloomberg New Energy Finance (NEF) (2019) reports buses and heavy commercial vehicles, such as garbage trucks, in different segments of the global fleet, which shows that they are quite different when it comes to adoption of fully-electric vehicles. Figure 1 forecasts that less than one percent of heavy commercial vehicles will be fully electric by 2026, and eleven percent will be fully electric by 2040. However, the Figure 1 also forecasts that 37 percent of buses will be fully electric by 2026, and 67 percent of buses will be fully electric by 2040. Figure 2 shows that, among heavy commercial vehicles, natural gas will outpace electricity as the main fuel each year until 2040. These figures demonstrate that heavy commercial vehicles have a long way to go before adoption by garbage truck fleets and other, similar fleets, whereas bus fleets will see a much larger increase in adoption of fully-electric vehicles.

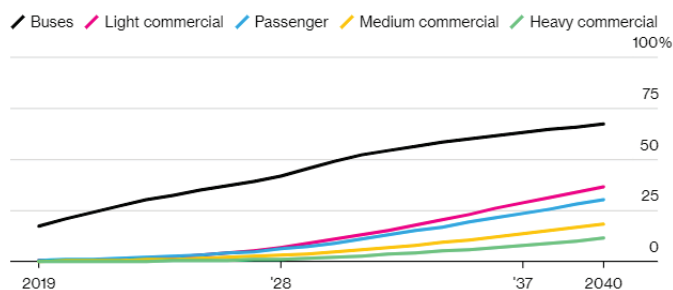


Figure 1: Percentage of electric vehicles in each segment of the global fleet (Bloomberg New Energy Finance, 2019)

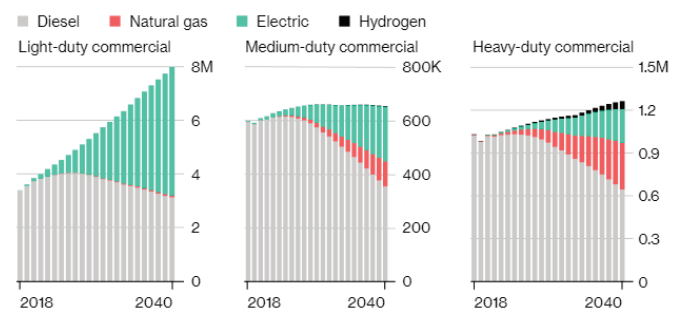


Figure 2: Commercial vehicle sales forecast by segment in the U.S., China and Europe (Bloomberg New Energy Finance, 2019)

Recommendations

At this time, staff recommends continuing to purchase diesel vehicles that run on 20 percent bio-diesel fuel until one or more of the technologies are proven and available on the market. Wrightspeed's technology is unproven and unavailable, but Peterbilt, Kenworth, and others companies are testing alternative hybrid-electric options internally. Electric garbage trucks are also in the testing stage, with more than 50 units spread across multiple, larger cities in the United States. Staff also recommends researching these technologies each year, prior to budget preparation, to determine whether they have developed enough to consider for garbage trucks.

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CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to approve a Contract with Rowe Construction (Bid# 2020-10), a Division of United Contractors Midwest, Inc., and a State Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code to allocate State MFT funds for the construction of intersection improvements at GE Road and Keaton Place/Auto Row Drive, in the amount of \$876,831.72, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract and Resolution for Improvement be approved.

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

STRATEGIC PLAN SIGNIFICANCE Objective 2a. Better quality roads and sidewalks.

BACKGROUND: Public Works is recommending the approval of a contract with Rowe Construction, a Division of United Contractors Midwest, Inc., and an MFT Resolution that authorizes \$876,831.72 in state MFT funds to pay for construction of the GE Road and Keaton Place/Auto Row Drive Intersection Improvement Project.

The City received bids in the Office of the City Clerk and opened them at 2:00 p.m. on Tuesday, August 20, 2019. A tabulation of the bids is attached. A summary of the results is as follows:

<u>Contractor</u>	<u>Bid Amount</u>	
Rowe Construction, a Div. of U.C.M., Inc.	\$876,831.72	Low Bid
Otto Baum Company, Inc.	\$1,194,573.83	
Estimate of Cost	\$999,138.45	

To date, the City Council has approved four previous MFT resolutions and corresponding agreements totaling \$220,738.99 for this project:

\$122,111.00	on 10/28/2013 for engineering design
\$4,857.00	on 3/24/2014 for a preliminary environmental site assessment
\$49,969.99	on 6/24/2019 for construction observation
\$43,801.00	on 7/8/2019 for acquisition of right-of-way

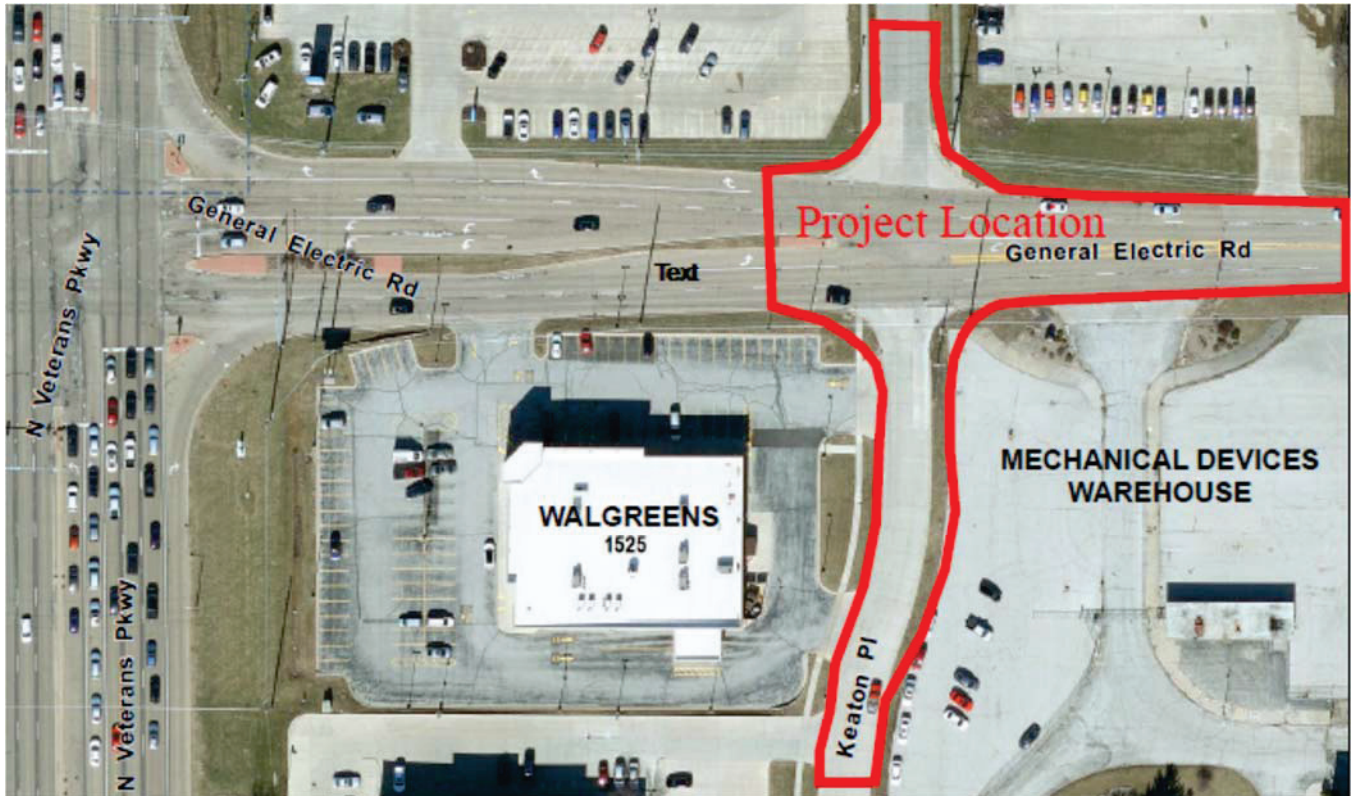
Project Need

GE Road is a four-lane, urban arterial that serves over 18,000 vehicles per day. The intersection at Keaton Place/Auto Row Drive is located just over 400 feet east of Veterans Parkway and services a car dealership, retail shops, and popular restaurants. The existing traffic control at this location is a two-way stop, with Keaton Place/Auto Row Drive stopping

for GE Road. The northbound left turn from Keaton onto G.E. accounts for 72% of the traffic exiting Keaton. The turn is difficult, especially at peak traffic times.

Proposed Project

Knight A.E. (the design consultant), performed a detailed traffic study for this intersection. A four-way stop is not a viable option at this location due to the high east-west volume on GE Road and the subject intersection's proximity to Veterans Parkway. The proposed plan for the GE Road and Keaton Place/Auto Row Drive Intersection includes installing traffic signals, installing a dual northbound left turn lane, and increasing the corner radii on all four quadrants to accommodate large delivery vehicles that support nearby businesses.



COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Department of Transportation, Brad Barker Honda, Walgreens, Mechanical Devices, Ameren IP, Comcast Cable, Nicor, Verizon/MCI, Campus Communication Group, Country Financial, and other affected utilities and area businesses. The project includes changeable message signs to give notice to motorists of the project commencement. The Request for Bids was advertised in the Pantagraph on August 5, 2019.

FINANCIAL IMPACT: Funds totaling \$1,300,000 are included in the FY 2020 Budget for this project. The payments will be made from the Motor Fuel Tax-Street Construction & Improvement account (20300300-72530). Stakeholders can locate this project in the in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 241, and 246-248.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.2. Expand City's infrastructure, as needed, while supporting the overall goal of compact growth

and vibrant urban core; Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objectives TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network, and TAQ-1.5. Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Philip Allyn, PE, PTOE, City Traffic Engineer
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 4B Contract GE Keaton Bid Award 09092019
- PW 4C Resolution GE Keaton Bid Award 09092019
- PW 4D Bid Tab GE Keaton Bid Award 09092019



PROPOSAL SUBMITTED BY		
Rowe Construction, a division of United Contractors		
Contractor's Name		Midwest, Inc.
1523 N. Cottage Ave.		
Street	P.O. Box	
Bloomington, IL 61701		
City	State	Zip Code

STATE OF ILLINOIS

COUNTY McLean
CITY OF BLOOMINGTON
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE FAU 6354 (GE Rd)
SECTION NO. 13-00351-00-TL
TYPES OF FUNDS _____

☐ SPECIFICATIONS (required)

☐ PLANS (required)

☐ CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County McLean
Local Public Agency City of Bloomington
Section Number 13-00351-00-TL
Route FAU 6354 (GE Rd)

1. THIS AGREEMENT, made and concluded the 9th day of September, 2019,
Month and Year
between the CITY of BLOOMINGTON
acting by and through its CITY COUNCIL known as the party of the first part, and
Rowe Construction, a division of U.C.M., Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 13-00351-00-TL, in the City of Bloomington, approved by the Illinois Department of Transportation on 09/18/2018, are essential documents of this
Date
contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: The _____ of _____
Clerk By _____
Party of the First Part

(Seal)
(If a Corporation)
Corporate Name _____

By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Resolution for Improvement Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
5	Supplemental	13-00351-00-TL

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
of Bloomington Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+	General Electric Road & Keaton Place	0.17	FAU 6354	Intersection Improvement	

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+					

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The construction of improvements including: northbound and southbound turn lanes, the widening of corner radii, resurfacing, and the installation of traffic signals.

2. That there is hereby appropriated the sum of Eight hundred seventy six thousand eight hundred thirty one -----
----- and 72/100 Dollars (\$876,831.72) for the improvement of
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Leslie Yocum, Interim City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Bloomington in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Bloomington at a meeting held on September 09, 2016
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____
Day Month, Year

(SEAL)

Clerk Signature

--

Approved

Regional Engineer
Department of Transportation

Date

--	--

FAU 6354 (GE Road) & Keaton Pl/Auto Row Dr Intersection Improvement
City of Bloomington (McLean County)
MFT No. 13-00351-00-TL

Bids opened at 2:00 PM on 08/20/2019
Bid No. 2020-10

Tabulation of Bids

8/21/2019 DGG

LOW BID

Item No.	Item	Unit	Plan Quantity	Rowe Construction, a Division of United Contractors Midwest, Inc. (Bloomington, IL 61701)		Otto Baum Co., Inc. (Morton, IL 61550)		Engineer's Estimate Rev 8/19/19 for Add #1	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
20200500	EARTH EXCAVATION (WIDENING)	CU YD	802	\$ 55.00	\$ 44,110.00	\$ 45.49	\$ 36,482.98	\$ 70.00	\$ 56,140.00
20201200	REMOVAL AND DISPOSAL OF UNSUIT MAT	CU YD	100	\$ 79.41	\$ 7,941.00	\$ 48.16	\$ 4,816.00	\$ 50.00	\$ 5,000.00
20800150	TRENCH BACKFILL	CU YD	13	\$ 49.11	\$ 638.43	\$ 26.87	\$ 349.31	\$ 40.00	\$ 520.00
21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	93	\$ 69.88	\$ 6,498.84	\$ 76.10	\$ 7,077.30	\$ 100.00	\$ 9,300.00
25000100	SEEDING, CLASS 1	ACRE	0	\$ 6,300.00	\$ 1,575.00	\$ 15,016.40	\$ 3,754.10	\$ 7,000.00	\$ 1,750.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	27	\$ 1.05	\$ 28.35	\$ 5.35	\$ 144.45	\$ 3.00	\$ 81.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	27	\$ 1.05	\$ 28.35	\$ 5.35	\$ 144.45	\$ 3.00	\$ 81.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	27	\$ 1.05	\$ 28.35	\$ 5.35	\$ 144.45	\$ 3.00	\$ 81.00
25100115	MULCH, METHOD 2	ACRE	0.25	\$ 6,300.00	\$ 1,575.00	\$ 16,000.52	\$ 4,000.13	\$ 3,600.00	\$ 900.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	29	\$ 7.73	\$ 224.17	\$ 9.37	\$ 271.73	\$ 30.00	\$ 870.00
28000400	PERIMETER EROSION BARRIER	FOOT	1651	\$ 0.01	\$ 16.51	\$ 4.10	\$ 6,769.10	\$ 5.00	\$ 8,255.00
28000500	INLET AND PIPE PROTECTION	EACH	3	\$ 0.01	\$ 0.03	\$ 134.73	\$ 404.19	\$ 300.00	\$ 900.00
28000510	INLET FILTERS	EACH	3	\$ 224.82	\$ 674.46	\$ 205.02	\$ 615.06	\$ 300.00	\$ 900.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1349	\$ 22.50	\$ 30,352.50	\$ 18.60	\$ 25,091.40	\$ 28.00	\$ 37,772.00
35400400	PCC BASE COURSE WIDENING 9"	SQ YD	843	\$ 76.00	\$ 64,068.00	\$ 72.91	\$ 61,463.13	\$ 115.00	\$ 96,945.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	80	\$ 0.01	\$ 0.80	\$ 51.41	\$ 4,112.80	\$ 50.00	\$ 4,000.00
40600295	BIT MATERIALS (TACK COAT)	POUND	4185	\$ 4.50	\$ 18,832.50	\$ 5.27	\$ 22,054.95	\$ 4.00	\$ 16,740.00
40600827	POLY LEVELING BINDER MM IL-4.75 N50	TON	140	\$ 225.00	\$ 31,500.00	\$ 263.60	\$ 36,904.00	\$ 230.00	\$ 32,200.00
40600982	HMA SURFACE REMOVAL- BUTT JOINT	SQ YD	293	\$ 0.01	\$ 2.93	\$ 25.49	\$ 7,468.57	\$ 15.00	\$ 4,395.00
40600985	PCC SURFACE REMOVAL- BUTT JOINT	SQ YD	60	\$ 42.49	\$ 2,549.40	\$ 62.79	\$ 3,767.40	\$ 25.00	\$ 1,500.00
40600990	TEMPORARY RAMP	SQ YD	265	\$ 0.01	\$ 2.65	\$ 97.17	\$ 25,750.05	\$ 40.00	\$ 10,600.00
40603153	POLY HMA SURF CSE, SMA, N80	TON	617	\$ 175.00	\$ 107,975.00	\$ 205.02	\$ 126,497.34	\$ 235.00	\$ 144,995.00
42300400	PCC DRIVEWAY PAVEMENT, 8-INCH	SQ YD	121	\$ 81.76	\$ 9,892.96	\$ 95.47	\$ 11,551.87	\$ 90.00	\$ 10,890.00
42400100	PCC SIDEWALK 4-INCH	SQ FT	865	\$ 15.09	\$ 13,052.85	\$ 12.92	\$ 11,175.80	\$ 6.00	\$ 5,190.00
42400410	PCC SIDEWALK 8-INCH	SQ FT	146	\$ 16.29	\$ 2,378.34	\$ 14.01	\$ 2,045.46	\$ 12.00	\$ 1,752.00
42400800	DETECTABLE WARNINGS	SQ FT	49	\$ 49.48	\$ 2,424.52	\$ 29.88	\$ 1,464.12	\$ 50.00	\$ 2,450.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	317	\$ 24.21	\$ 7,674.57	\$ 16.83	\$ 5,335.11	\$ 20.00	\$ 6,340.00
44000300	CURB REMOVAL	FOOT	80	\$ 14.74	\$ 1,179.20	\$ 8.88	\$ 710.40	\$ 15.00	\$ 1,200.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1784	\$ 10.98	\$ 19,588.32	\$ 7.75	\$ 13,826.00	\$ 19.00	\$ 33,896.00
44000600	SIDEWALK REMOVAL	SQ FT	835	\$ 5.41	\$ 4,517.35	\$ 3.85	\$ 3,214.75	\$ 4.00	\$ 3,340.00
44003100	MEDIAN REMOVAL	SQ FT	355	\$ 7.46	\$ 2,648.30	\$ 6.74	\$ 2,392.70	\$ 9.00	\$ 3,195.00
44200934	CLASS B PATCHES, TYPE II, 8-INCH	SQ YD	30	\$ 224.23	\$ 6,726.90	\$ 247.99	\$ 7,439.70	\$ 150.00	\$ 4,500.00
54248510	CONCRETE COLLAR	EACH	2	\$ 1,172.72	\$ 2,345.44	\$ 978.92	\$ 1,957.84	\$ 1,000.00	\$ 2,000.00
550A0340	STORM SEWERS, CLASS A, TY 2, 12"	FOOT	50	\$ 65.47	\$ 3,273.50	\$ 142.38	\$ 7,119.00	\$ 90.00	\$ 4,500.00
56109210	WATER VALVES TO BE ADJUSTED	EACH	3	\$ 556.47	\$ 1,669.41	\$ 470.81	\$ 1,412.43	\$ 800.00	\$ 2,400.00

FAU 6354 (GE Road) & Keaton Pl/Auto Row Dr Intersection Improvement
City of Bloomington (McLean County)
MFT No. 13-00351-00-TL

Bids opened at 2:00 PM on 08/20/2019
Bid No. 2020-10

Tabulation of Bids

8/21/2019 DGG

LOW BID

Item No.	Item	Unit	Plan Quantity	Rowe Construction, a Division of United Contractors Midwest, Inc. (Bloomington, IL 61701)		Otto Baum Co., Inc. (Morton, IL 61550)		Engineer's Estimate Rev 8/19/19 for Add #1	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
56400100	FIRE HYDRANTS TO BE MOVED	EACH	2	\$ 3,822.00	\$ 7,644.00	\$ 8,007.22	\$ 16,014.44	\$4,000.00	\$ 8,000.00
60218400	MANHOLES TYPE A, 4" DIA., TYPE 1 CLOSED LID	EACH	5	\$ 0.01	\$ 0.05	\$ 3,550.67	\$ 17,753.35	\$3,000.00	\$ 15,000.00
60255800	MANHOLE ADJ NEW TIF CL	EACH	5	\$ 1,697.33	\$ 8,486.65	\$ 2,069.36	\$ 10,346.80	\$700.00	\$ 3,500.00
60500600	REMOVING INLETS	EACH	3	\$ 628.29	\$ 1,884.87	\$ 726.22	\$ 2,178.66	\$400.00	\$ 1,200.00
60600605	CONCRETE CURB TYPE B	FOOT	84	\$ 52.40	\$ 4,401.60	\$ 61.15	\$ 5,136.60	\$65.00	\$ 5,460.00
60603500	COMB CURB AND GUTTER TY B-6.06	FOOT	28	\$ 64.23	\$ 1,798.44	\$ 48.52	\$ 1,358.56	\$65.00	\$ 1,820.00
60604400	COMB CURB AND GUTTER TY B-6.18	FOOT	1638	\$ 48.50	\$ 79,443.00	\$ 65.49	\$ 107,272.62	\$40.00	\$ 65,520.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	9924	\$ 0.01	\$ 99.24	\$ 1.76	\$ 17,466.24	\$1.20	\$ 11,908.80
70300150	SHORT TERM PAVEMENT MARKING REM	SQ FT	3310	\$ 0.01	\$ 33.10	\$ 2.34	\$ 7,745.40	\$2.00	\$ 6,620.00
70300220	TEMPORARY PAVEMENT MARKING LINE 4"	FEET	4336	\$ 0.01	\$ 43.36	\$ 0.98	\$ 4,249.28	\$1.20	\$ 5,203.20
70300280	TEMPORARY PAVEMENT MARKING LINE 24"	FEET	82	\$ 0.01	\$ 0.82	\$ 5.86	\$ 480.52	\$3.60	\$ 295.20
72000100	SIGN PANEL - TYPE 1	SQ FT	10	\$ 111.01	\$ 1,110.10	\$ 129.41	\$ 1,294.10	\$60.00	\$ 600.00
72000200	SIGN PANEL - TYPE 2	SQ FT	78	\$ 117.40	\$ 9,157.20	\$ 136.55	\$ 10,650.90	\$65.00	\$ 5,070.00
78000100	THERMOPLASTIC PVT MKING - LTR & SYM	SQ FT	403	\$ 11.55	\$ 4,654.65	\$ 12.89	\$ 5,194.67	\$12.00	\$ 4,836.00
78000400	THERMOPLASTIC PVT MKING - LINE 6"	FOOT	3200	\$ 2.71	\$ 8,672.00	\$ 3.02	\$ 9,664.00	\$3.00	\$ 9,600.00
78000600	THERMOPLASTIC PVT MKING - LINE 12"	FOOT	40	\$ 5.44	\$ 217.60	\$ 6.07	\$ 242.80	\$7.00	\$ 280.00
78000650	THERMOPLASTIC PVT MKING - LINE 24"	FOOT	167	\$ 10.86	\$ 1,813.62	\$ 12.11	\$ 2,022.37	\$11.00	\$ 1,837.00
80500100	SERVICE INSTALLATION TYPE A	EACH	1	\$ 2,433.76	\$ 2,433.76	\$ 2,892.57	\$ 2,892.57	\$2,000.00	\$ 2,000.00
81028350	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	552	\$ 26.09	\$ 14,401.68	\$ 31.89	\$ 17,603.28	\$15.00	\$ 8,280.00
81028370	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	219	\$ 33.36	\$ 7,305.84	\$ 40.55	\$ 8,880.45	\$24.00	\$ 5,256.00
81028390	UNDERGROUND CONDUIT, PVC, 4" DIA.	FOOT	117	\$ 34.63	\$ 4,051.71	\$ 41.98	\$ 4,911.66	\$30.00	\$ 3,510.00
81400700	HANDHOLE, PCC	EACH	3	\$ 2,502.81	\$ 7,508.43	\$ 3,014.60	\$ 9,043.80	\$2,300.00	\$ 6,900.00
81400720	DOUBLE HANDHOLE, PCC	EACH	2	\$ 3,328.85	\$ 6,657.70	\$ 3,980.69	\$ 7,961.38	\$4,200.00	\$ 8,400.00
85700200	FULL-ACTUATED CONTROLLER, TY IV CAB	EACH	1	\$ 20,833.79	\$ 20,833.79	\$ 23,512.36	\$ 23,512.36	\$18,500.00	\$ 18,500.00
86200300	UNINTERRUPTIBLE POWER SUPPLY, EXT	EACH	1	\$ 6,667.93	\$ 6,667.93	\$ 7,639.76	\$ 7,639.76	\$7,000.00	\$ 7,000.00
86400100	TRANSCEIVER - FIBER OPTIC	EACH	1	\$ 1,538.01	\$ 1,538.01	\$ 1,893.69	\$ 1,893.69	\$5,000.00	\$ 5,000.00
87100002	FO CABLE NO 62.5/125 12MM 12SM	FOOT	695	\$ 11.10	\$ 7,714.50	\$ 12.95	\$ 9,000.25	\$3.50	\$ 2,432.50
87301225	ELEC CABLE IN CONDUIT, SIGNAL NO. 14, 3C	FOOT	2209	\$ 1.49	\$ 3,291.41	\$ 1.80	\$ 3,976.20	\$1.50	\$ 3,313.50
87301245	ELEC CABLE IN CONDUIT, SIGNAL NO. 14, 5C	FOOT	1195	\$ 1.68	\$ 2,007.60	\$ 2.04	\$ 2,437.80	\$1.75	\$ 2,091.25
87301255	ELEC CABLE IN CONDUIT, SIGNAL NO. 14, 7C	FOOT	1814	\$ 1.93	\$ 3,501.02	\$ 2.34	\$ 4,244.76	\$2.00	\$ 3,628.00
87301805	ELEC CABLE IN CONDUIT, SERVICE NO. 6, 2C	FOOT	28	\$ 14.81	\$ 414.68	\$ 18.19	\$ 509.32	\$5.00	\$ 140.00
87301900	ELEC CABLE IN CONDUIT, EGRDC NO. 6, 1C	FOOT	489	\$ 3.97	\$ 1,941.33	\$ 4.59	\$ 2,244.51	\$3.00	\$ 1,467.00
87502440	TRAFFIC SIGNAL POST. GALV STEEL 10 FT	EACH	2	\$ 1,523.94	\$ 3,047.88	\$ 1,766.99	\$ 3,533.98	\$1,100.00	\$ 2,200.00
87700270	STEEL MAA & POLE 46 FT	EACH	3	\$ 16,593.99	\$ 49,781.97	\$ 18,870.48	\$ 56,611.44	\$10,000.00	\$ 30,000.00

FAU 6354 (GE Road) & Keaton Pl/Auto Row Dr Intersection Improvement
City of Bloomington (McLean County)
MFT No. 13-00351-00-TL

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Bid No. 2020-10

Tabulation of Bids

8/21/2019 DGG

LOW BID

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				Unit Price	Total	Unit Price	Total	Unit Price	Total
87700310	STEEL MAA & POLE 54 FT	EACH	1	\$ 19,838.30	\$ 19,838.30	\$ 22,579.22	\$ 22,579.22	\$14,000.00	\$ 14,000.00
87800100	CONCRETE FOUNDATION, TYPE A	FOOT	6	\$ 427.67	\$ 2,566.02	\$ 521.58	\$ 3,129.48	\$350.00	\$ 2,100.00
87800150	CONCRETE FOUNDATION, TYPE C	FOOT	3.5	\$ 398.51	\$ 1,394.79	\$ 483.50	\$ 1,692.25	\$800.00	\$ 2,800.00
87800415	CONCRETE FOUNDATION, TYPE 36" DIA	FOOT	54	\$ 290.57	\$ 15,690.78	\$ 346.41	\$ 18,706.14	\$315.00	\$ 17,010.00
87900200	DRILL EXISTING HANDHOLE	EACH	1	\$ 579.34	\$ 579.34	\$ 701.92	\$ 701.92	\$350.00	\$ 350.00
88040090	SH P LED 1-FACE, 3-SECTION MAM	EACH	6	\$ 986.80	\$ 5,920.80	\$ 1,167.66	\$ 7,005.96	\$1,020.00	\$ 6,120.00
88040110	SH P LED 1-FACE, 4-SECTION BM	EACH	4	\$ 1,084.30	\$ 4,337.20	\$ 1,272.56	\$ 5,090.24	\$1,300.00	\$ 5,200.00
88040120	SH P LED 1-FACE, 4-SECTION MAM	EACH	4	\$ 1,069.93	\$ 4,279.72	\$ 1,260.41	\$ 5,041.64	\$1,400.00	\$ 5,600.00
88040150	SH P LED 1-FACE, 5-SECTION BM	EACH	3	\$ 1,157.67	\$ 3,473.01	\$ 1,355.53	\$ 4,066.59	\$1,500.00	\$ 4,500.00
88040160	SH P LED 1-FACE, 5-SECTION MAM	EACH	1	\$ 1,140.27	\$ 1,140.27	\$ 1,338.89	\$ 1,338.89	\$1,600.00	\$ 1,600.00
88102825	PED SH P LED 1-FACE BM WITH CDT	EACH	4	\$ 1,027.72	\$ 4,110.88	\$ 1,213.33	\$ 4,853.32	\$600.00	\$ 2,400.00
88200310	TS BACKPLATE, LOUVERED, PLASTIC	EACH	11	\$ 230.15	\$ 2,531.65	\$ 267.90	\$ 2,946.90	\$200.00	\$ 2,200.00
X0325476	RADAR VEHICLE DETECTION SYSTEM	EACH	1	\$ 19,111.88	\$ 19,111.88	\$ 21,768.71	\$ 21,768.71	\$25,000.00	\$ 25,000.00
X0326812	CAT 5 ETHERNET CABLE	FOOT	673	\$ 2.69	\$ 1,810.37	\$ 3.16	\$ 2,126.68	\$3.00	\$ 2,019.00
X0327301	RELOCATE EXISTING MAILBOX	EACH	2	\$ 235.03	\$ 470.06	\$ 520.78	\$ 1,041.56	\$400.00	\$ 800.00
X1700011	STAMP COLORED PCC MED SURF 4"	SQ FT	151	\$ 37.21	\$ 5,618.71	\$ 29.45	\$ 4,446.95	\$40.00	\$ 6,040.00
X2090215	SELECT GRANULAR BACKFILL, SPECIAL	CU YD	100	\$ 94.61	\$ 9,461.00	\$ 68.90	\$ 6,890.00	\$50.00	\$ 5,000.00
X4401198	HMA SUR REM - VARIABLE DEPTH	SQ YD	2375	\$ 7.82	\$ 18,572.50	\$ 16.40	\$ 38,950.00	\$10.00	\$ 23,750.00
X4404000	PARKING LOT PAVEMENT REMOVAL	SQ YD	578	\$ 12.12	\$ 7,005.36	\$ 9.53	\$ 5,508.34	\$20.00	\$ 11,560.00
X6020076	INLETS, SP W/SP FRAME & GRATE	EACH	3	\$ 1,664.94	\$ 4,994.82	\$ 2,967.21	\$ 8,901.63	\$2,000.00	\$ 6,000.00
X7010216	TRAFFIC CONTROL AND PROTECTION, SPL	L SUM	1	\$ 47,500.00	\$ 47,500.00	\$ 158,928.15	\$ 158,928.15	\$40,000.00	\$ 40,000.00
X7010238	CHANGEABLE MESSAGE SIGN	CAL MO	1	\$ 2,190.46	\$ 2,190.46	\$ 2,753.19	\$ 2,753.19	\$3,500.00	\$ 3,500.00
X7030005	TEMP PAVEMENT MARKING REMOVAL	SQ FT	1613	\$ 0.01	\$ 16.13	\$ 2.23	\$ 3,596.99	\$4.00	\$ 6,452.00
X8870300	EMERGENCY VEHICLE PRIORITY SYSTEM	EACH	1	\$ 6,845.95	\$ 6,845.95	\$ 8,082.62	\$ 8,082.62	\$7,500.00	\$ 7,500.00
X8880010	ADA PEDESTRIAN PUSH-BUTTON	EACH	4	\$ 1,288.24	\$ 5,152.96	\$ 1,526.19	\$ 6,104.76	\$1,500.00	\$ 6,000.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 13,200.00	\$ 13,200.00	\$ 14,058.84	\$ 14,058.84	\$18,800.00	\$ 18,800.00
Total Bid:				As Read:	\$ 876,831.72		\$ 1,194,573.83		\$ 999,138.45
				As Calculated:	\$ 876,831.72		\$ 1,194,573.83		\$ 999,138.45



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to approve the purchase of two (2) 2019 Ford F150 trucks from Morrow Brothers Ford of Greenfield, Illinois, in the amount of \$64,510, using the State of Illinois purchasing contract (Contract #PSD4018488, exp. 12/14/2019), as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

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

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

BACKGROUND: Public Works is recommending the purchase of two (2) 2019 Ford F150 trucks, in the amount of \$64,510.00 to replace two vehicles used by the Water Transmission & Distribution Division.

The first unit, W14, is a 2012 Ford F150 that is scheduled for replacement this fiscal year. It is 7 years old and has 89,358 miles on it. Maintenance cost to date for this unit is \$9,309.76. Recent issues with this unit have included the brake system, body electrical and lights, HVAC system, engine cooling system, and steering.



The second unit, W16, is a 2006 Ford Explorer that is 13 years old and has 92,364 miles on it. Maintenance cost to date is \$21,601.43. Recent issues have included the exhaust gas recirculation (EGR) valve, and the exhaust system, and the need for a tune up.



Staff respectfully requests to have the replaced units be declared surplus and be sold on publicsurplus.com. The F150 is expected to be sold for approximately \$5,500, and the Explorer is expected to be sold for approximately \$3,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Public Works Department has budgeted a total of \$60,873.00 for the replacement of these units in line Water Transmission & Distribution-Capital Outlay Licensed

Vehicles account (50100120-72130). The new units will cost \$64,510.00 in total or \$32,255 each. During the course of the year items are often either slightly over or under budget. The Finance Department monitors this to ensure that the City stays within the overall Fund budget. Stakeholders can locate these vehicles in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 117 and 224.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect health, safety, and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By:	Rob Krones, Supt. of Fleet Maintenance Michael Hill, Management Analyst
Reviewed By:	Jim Karch, P.E., MPA, Director of Public Works
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 3B Order Form Unit W14 and W16 Truck Replacements 09092019

WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044

Phone (217) 368-3037 • Fax (217) 368-3517 • Toll Free 1-877-368-3038



**STATE OF ILLINOIS
F150 TRUCK
GOVERNMENT PRICING**

ORDERING AGENCY: City of Bloomington

CONTACT PERSON: Rob Krone CELL: _____

FORD FLEET # _____ PURCHASE ORDER # _____

QUANTITY: 2 COST EACH: \$ 32,255

ADDRESS: 336 South main st

CITY: Bloomington ZIP CODE: 61701 TAX EXEMPT # E999 - - - - -

PHONE: 309-434-2296 FAX: 309-434-2803 EMAIL: rkrones@cityblm.org

TOTAL ORDER COST: \$ 64,510.00

SIGNATURE _____ TITLE _____

Morrow Brothers Ford Inc.
1242 Main Street
Greenfield, IL 62044

Phone # 1-217-368-3037
Fax # 1-217-368-3517
Email: richie@morrowbrothersfordinc.com

PLEASE SUBMIT THIS SIGNED FORM WITH ORDER

PAYMENT DUE UPON DELIVERY

2019 F150 STANDARD EQUIPMENT

MECHANICAL

- 3.3L V6 PFDI 290 HP (standard 4x2/4x4; NA with 157" or 163.7" WB)
- Electronic-Shift-On-the-Fly (ESOF) with 4x4
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Electronic Six-Speed Automatic Transmission with 3.3L V6
- Electronic Ten-Speed Automatic Transmission (standard w/3.5L V6 EcoBoost®, 2.7L V6 EcoBoost®, & 5.0L V8 engines)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- Shock Absorbers, Gas – Heavy-Duty, Front and Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion
- 200 Amp Alternator

EXTERIOR

- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – Integrated with 3rd Brake Light
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab and SuperCab)
 - Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- 4 Hooks – Pickup Box Tie-Down
- 2 Front Tow Hooks (standard on 4x4)
- Mirrors, Sideview – Manual-folding, Manual Glass
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) BSW 4x2
 - 265/70R 17 OWL all/season/all-terrain tires (A/S A/T) 4x4
- Trailer Sway Control
- Wheels – 17" Silver Steel
- Wipers – Intermittent speed

INTERIOR / COMFORT

- Manual Windows and Door Locks
- Black Vinyl Floor Covering
- Cupholder, deployable – under 20% seat
- Dome Light
- AM/FM Stereo
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer, Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Powerpoint 12V – Front
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, 40/20/40 Vinyl
- Steering Wheel, Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Halogen Headlamps
- Rear View Camera
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- Tire Pressure Monitoring System (TPMS)

DRIVER ASSIST TECHNOLOGY

- Autolamp – Auto On/Off Headlamps

2019 F150 CAB / POWERTRAIN / COLOR OPTIONS

F150 4x2 REGULAR CAB. 8' BED		CHARGE	SELECTION
• 290 HP V8 FFV with 6-Speed Automatic Transmission		\$19,990.00	☐
• 325 HP EcoBoost® V6 with 10-Speed Automatic Transmission		\$20,970.00	☐
• 375 HP EcoBoost® V6 with 10-Speed Automatic Transmission		\$22,490.00	☐
• 395 HP V8 FFV with 10-Speed Automatic Transmission		\$21,990.00	☐
• 4x4 Option		Add \$3,105.00	☐

F150 4x2 SUPER CAB. 6'-6" BED		CHARGE	SELECTION
• 290 HP V8 FFV with 6-Speed Automatic Transmission		\$20,290.00	☐
• 325 HP EcoBoost® V6 with 10-Speed Automatic Transmission		\$21,270.00	☐
• 375 HP EcoBoost® V6 with 10-Speed Automatic Transmission		\$22,790.00	☐
• 395 HP V8 FFV with 10-Speed Automatic Transmission		\$21,050.00	☒
• 8' Bed Option (not available with 290 HP V8)		Add \$355.00	☐
• 4x4 Option (4x4 on 8' Bed Super Cab Requires 375 HP V6 or 395 HP V8)		Add \$3,105.00	☒

F150 4x2 CREW CAB. 5'-6" BED		CHARGE	SELECTION
• 290 HP V8 FFV with 6-Speed Automatic Transmission		\$22,370.00	☐
• 325 HP EcoBoost® V6 with 10-Speed Automatic Transmission		\$23,280.00	☐
• 375 HP EcoBoost® V6 with 10-Speed Automatic Transmission		\$24,970.00	☐
• 395 HP V8 FFV with 10-Speed Automatic Transmission		\$23,185.00	☐
• 6'-6" Bed Option (not available with 290 HP V8)		Add \$355.00	☐
• 4x4 Option (4x4 on 6'-6" Bed Super Cab Requires 375 HP V6 or 395 HP V8)		Add \$3,105.00	☐

EXTERIOR COLOR	PAINT CODE	CHARGE	SELECTION
Stone Gray Metallic	D1	\$0.00	☐
Agate Black Metallic	UM	\$0.00	☐
Magnetic Metallic	J7	\$0.00	☐
Blue Jeans Metallic	N1	\$0.00	☐
Race Red	PQ	\$0.00	☐
Velocity Blue Metallic	E7	\$0.00	☐
Ingot Silver Metallic	UX	\$0.00	☐
Oxford White	YZ	\$0.00	☒
SPECIAL ORDER PAINT:			
School Bus Yellow	B1	Add \$880.00	☐
Omaha Orange	MB	Add \$880.00	☐
Green Gem	GR	Add \$880.00	☐
Vermillion Red	E4	Add \$880.00	☐
Yellow	AT	Add \$880.00	☐

INTERIOR SEATING	SEATING	CHARGE	SELECTION
Vinyl 40/20/40 Front-Seat	Standard (AG)	\$0.00	☒
Cloth 40/20/40 Front-Seat	Optional (CG)	Add \$30.00	☐
Cloth 40/Console/40 Front-Seats with Flow-through Console	Optional (WG)	Add \$310.00	☐
Cloth 40/blank/40 Front-Seats with Center-Section deleted, Vinyl Rear Bench	Optional (SG)	Add \$270.00	☐

2019 F150 OPTIONAL EQUIPMENT

OPTIONAL EQUIPMENT	OPTION CODE	CHARGE	SELECTION
• E-Locking Rear Axle	XL	Add \$390.00	☐
• Engine Block Heater	41H	Add \$90.00	☐
• XL Power Equipment Group Power Windows, Power Door- Locks with Flip Key and Integrated Key Transmitter keyless-entry (Includes Autolock), Power Tailgate Lock, Perimeter Alarm, Illuminated Entry, Manual-folding, Power Glass Sideview Mirrors	85A	Add \$1,080.00	☒
• 8-Way Power Driver's Seat *Requires 85A Power Equipment Group	91P	Add \$360.00	☐
• SiriusXM® Radio (incl. a 6-month prepaid subscription) *Requires 50S Cruise Control	58C	Add \$275.00	☐
• Bluetooth SYNC® *Requires 50S Cruise	52P	Add \$440.00	☒
• Cruise Control	50S	Add \$210.00	☒
• XL Chrome Appearance Package: Chrome Bumpers, 17" Aluminum Wheels, Fog Lamps	86A	Add \$775.00	☐
• CNG/Propane Gaseous Engine Prep Pack (req. V8 engine)	98G	Add \$330.00	☐
• 53A Class IV Tow Package (incl. Trailer Tow Connector, 4-pin/7-pin wiring, Class IV Trailer Hitch Receiver, Upgraded Cooling and Upgraded Stabilizer Bar)	53A	Add \$590.00	☒
• Integrated Trailer Brake Controller	67T	Add \$275.00	☒
• 53C Max Trailer Tow (req. with H.D. Payload Pkg and 375 HP Ecoboost)	53C	Add \$795.00	☐
• Heavy-Duty Payload Package (req. 53A Trailer Tow Pkg. with 395 HP V8 engine, 8' Bed) *Not Available with Crew Cab	627	Add \$1,680.00	☐
• LT245/70R17E BSW all-terrain tires (A/T)	T7C	Add \$310.00	☒
• Skid Plates (4x4 only)	413	Add \$150.00	☐
• Grip Strut 7" Powder Coated Aluminum Running Boards	LVR	Add \$585.00	☐
• Black Platform Running Boards	18B	Add \$280.00	☐
• Box Side Steps	63S	Add \$325.00	☒
• Tailgate Step (with Tailgate Lift Assist)	63T	Add \$375.00	☐
• Manual-folding, Power Glass Sideview Mirrors with Heat, Turn Signal, Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Sideview mirror Spotlights and Black Skull Caps (incl. interior auto-dimming rearview mirror) (req. 85A XL Power Equipment Group and Rear-Window, Fixed Privacy Glass with Defroster 924/57Q)	54R/59S	Add \$480.00	☐
• Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High- Intensity LED Security Approach Lamps, LED Sideview mirror Spotlights and Black Skull Caps; req. 85A XL Power Equipment Group and 53A Trailer Tow Pkg. and Rear-Window, Fixed Privacy Glass with Defroster 924/57Q)	54Y/59S	Add \$580.00	☒
• Rear-Window, Fixed Privacy Glass with Defroster	924/57Q	Add \$320.00	☒
• Reverse Sensing System (requires Trailer Tow Pkg.)	76R	Add \$275.00	☒
• Fog Lamps (incl. in 86A XL Chrome Appearance Pkg)	595	Add \$140.00	☐
• Color-coordinated Carpeted Floor Covering	168	Add \$145.00	☐
• Extended Range 36 Gallon Fuel Tank	655	Add \$455.00	☐
• Spray-in Bedliner	96W	Add \$595.00	☒
• Drop-in Bedliner	96P	Add \$395.00	☐
• XL SSV (Special Service Vehicle) Package (req. 395 HP V8 or 375 HP V6 engine)	66S	Add \$50.00	☐
• Backup Alarm System	85H	Add \$125.00	☐
• Daytime Running Lamps (DRL)	942	Add \$45.00	☒
• Driver's Side Whelen LED Spotlight	DSS	Add \$410.00	☐
• 4 Splash Guards, Body Molded	SPG	Add \$290.00	☒
• Fire Extinguisher with Mount	FEM	Add \$170.00	☐
• Extra Key, no Remote	KNR	Add \$60.00	☒
• Extra Key with Remote	KWR	Add \$180.00	☐
• Service Manual CD ROM	SCD	Add \$275.00	☐
• New M, MP, Sheriff License and Title	LIC	Add \$175.00	☐
• Transfer License and New Title	TLT	Add \$175.00	☐
• Delivery Single Unit	DLI	Add \$275.00	☐
• Delivery Multiple Units	DL+	Add \$225.00 each	☒

2019 F150 OPTIONAL EQUIPMENT

LIFT GATE	CHARGE	SELECTION
• Thielman TT15ET Lift Gate (56" x 26" + 5" Steel Platform, 1500# Lift Capacity, Dual Drive Cylinder Lift, Rust Proof, Painted Black) <Price Includes Tailgate Delete Credit>	Add \$3,480.00	☐
• Platform Size Upgrade (53" x 42" + 5")	Add \$290.00	☐
• Aluminum Platform Upgrade	Add \$780.00	☐

TOOL BOXES (Weather Guard)	CHARGE	SELECTION
• Tread Plate Aluminum Cross Box #127	Add \$880.00	☐

SAFETY LIGHTING (including all parts, labor and installation)	CHARGE	SELECTION
• WHELEN 4 Corner LED Vertex Kit	Add \$690.00	☐
• WHELEN Century 16" LP LED Mini Bar	Add \$495.00	☐
• ACARI No Holes Drilled Light Mount (Required for Light Mounting)	Add \$280.00	☐
• WHELEN Liberty II Fully Populated 54" Super LED Light Bar (incl. Alley Lights, Work Lights, Traffic Advisor and Switch Control Center)	Add \$2,480.00	☒
• Cab/Back Glass Protector	Add \$640.00	☐

FIBERGLASS CAB-HIGH TOPPER	CHARGE	SELECTION
• Paint to Match, Clear-Coated, Tinted Sliding Side Windows, Picture Front Window, LED Third Brake Light, Dome Light, Key Locking, Clamps and Installation	Add \$2,490.00	☐
• Lift-up Side Windows	Add \$270.00 pair	☐
• Delete Side Windows	\$0.00	☐
• Raised Roof Topper	Add \$480.00	☐

FIBERGLASS BED COVER	CHARGE	SELECTION
• Paint to Match, Clear-Coated, Lift Assist Arms, Key Locking	Add \$2,390.00	☐



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Consideration and action authorizing the City Manager to execute a workers' compensation settlement agreement in the amount of \$128,689.75 to City of Bloomington Firefighter John Meckley, Case #16WC015274, 18WC016234, as requested by the Human Resources Department.

RECOMMENDED MOTION: The City Manager be authorized to enter into a settlement agreement, in an amount not to exceed \$128,689.75, with John Meckley in relation to a workers' compensation case.

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

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

BACKGROUND: This is an accepted Illinois claim for lower back when 59-year-old firefighter re-aggravated a previous injury while moving a patient weighing >350 lbs. via a Mega Mover tarp. A pre-trial conference was conducted on 05/16/2019. The Arbitrator reviewed open claims and advised that he would likely award 35-45% whole person (\$128,689.75 - \$165,458.25). Mr. Meckley's attorney in turn advised that he would recommend accepting an offer of 35% whole person should it be made.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the \$128,689.75 will be paid by our 3rd party administrator from the City's escrow account which is allocated to the Casualty Insurance-Workers Compensation Claim account (60150150-70702). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 184.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Alex Rosas, Safety and Risk Manager

Reviewed By: Nicole Albertson, HR Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Angela Fyans, Deputy Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

 CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: Public Works and Facilities Management Departments

SUBJECT: Consideration and action on the approval of a Multi-year Contract with SEAM Group to perform Arc Flash Studies of City Facilities (RFQ #2020-11), as requested by the Public Works and Facilities Management Departments.

RECOMMENDED MOTION: The proposed Contract be approved.

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

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

BACKGROUND: An Arc Flash Study is the evaluation of a facility by an electrical safety expert to determine hazards and risks in relation to electrical systems. The on-site study results in Arc Flash equipment labeling, fault current and coordination analysis, recommendations for protective device adjustments, and other safety improvements and requirements for proper personal protective equipment (PPE). A review and analysis of the facility's written electrical safety program is also included.

A Request for Qualifications, RFQ#2020-11, for Arc Flash Study of City Facilities was released on July 29, 2019. The eight vendors shown in the following table submitted statements of qualifications.

COMPANY	LOCATION
AVO Engineering	Dallas, TX
CASE Engineering	St. Louis, MO
Clark Dietz	Champaign, IL
Electric Power Systems	Maryland Heights, MO
Kluber Architects & Engineers	Bloomington, IL
Patrick Engineering	Springfield, IL
SEAM Group	Indianapolis, IN
SSC Engineering	Tinley Park, IL

City Staff reviewed and evaluated all eight submittals in accordance with the Qualifications-Based Selection procedures and ranked SEAM Group as the most qualified firm to perform the requested services. SEAM Group provided a proposal for performing an Arc Flash Study of Grossinger Motors Arena, Arena Parking Garage, Bloomington Ice Center, Water Administration, Division St. Pump Station, Ft. Jesse Pump Stations A & B, Enterprise Pump Station, and South Main Pump Station. Their cost to perform the study at these nine facilities is approximately \$102,147.00 as summarized on the attachment. Please note, that this cost

is approximate since the amount of effort needed to perform the evaluation and adjust protective devices will not be known until the Arc Flash evaluation is underway. Due to this uncertainty, a 20% contingency has been added.

Arc Flash studies are necessary at many other City facilities. To minimize delays in completing the studies at other City facilities, a 3-year contract with optional renewals is being executed with SEAM Group. Once the current study is complete, SEAM Group will be asked to provide proposals for Arc Flash Studies at other City facilities. These proposals will be brought to Council or processed via the general procurement method dependent upon the project cost.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This RFQ was advertised in The Pantagraph on July 29, 2019.

FINANCIAL IMPACT: The FY 2020 Budget includes \$75,000 in the Water Transmission-Architectural & Engineering Services account (50100120-70051) and \$200,000 in the City Arena-Other Professional & Technical Services account (57107110-70220). Cost totals for this phase include \$36,203.70 from the Water Transmission account and \$65,943.30 from the Arena City account which includes a 20% contingency. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 116, 174, 242, 243, 292, 319, 320, 358, 359 and 360. Since this is a multi-year contract, additional Arc Flash studies will be budgeted in future fiscal years.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Aaron Kinder, Supt. Of Mechanical Maintenance

Reviewed By: Russel Waller, P.E., Facilities Manager

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- FAC IB Contract Arc Flash
- FAC 1C SEAM Group Arc Flash Proposal

CITY OF BLOOMINGTON CONTRACT WITH
SEAM Group
FOR PROFESSIONAL SERVICES FOR
Arc Flash Study of City Facilities

THIS AGREEMENT, dated this 9th day of September, 2019, is between the City of Bloomington (hereinafter "CITY") and SEAM 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 it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed 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: Minimum term for this agreement shall be three (3) years
with three (3) one (1) year optional renewals.

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

SEAM Group

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHBIT A

Scope of Services/Work Provided

The Scope of Services shall be as set forth in SEAM Group's August 26, 2019 proposal attached as (FAC 1C) in the council packet, as outlined in RFQ 2020-11, and as detailed as follows:

SERVICES

The work includes, but is not limited to:

1. Field verify all one-line diagrams and provide updated drawings showing all electric utility service connections, switchboards, switchgear, MCCs, and standby generators.
2. Document all Electrical Equipment.
3. Field verify all cable sizes, cable lengths, and circuit breaker trip settings for incorporation into the Arc-Flash analysis.
4. Perform infrared (IR) evaluation of all relevant equipment.
5. Perform Short Circuit, Co-ordination, and Arc-Flash Study utilizing the latest version of SKM. The Study is to be performed in accordance with latest versions of IEEE 1584 and NFPA 70E. Calculations shall include bolted faults, arc flash faults, incident energy levels, flash protection boundaries, and protective relay settings.
6. This is a multi-year project which will begin with the previously listed facilities and may be expanded to include other City facilities that have not already been evaluated.

DELIVERABLES

The deliverables shall include, but are not limited to:

1. Arc-Flash study report as detailed in next section.
2. Printing and installation of all Arc-Flash hazard labels in accordance with the referenced standards for the following items: All equipment and switchgear, switchboards, panelboards, MCCs, motor disconnect switches and standby power gen-sets. The City will provide an equipment naming convention. Labels shall include:
 - a. Arc Flash Boundary
 - b. Available incident energy level (cal/cm^2) and corresponding safe maximum arc- flash working distance
 - c. Nominal System Voltage
 - d. Limited Approach Boundary
 - e. Restricted Approach Boundary
 - f. Study Report number and issue date
3. Field Adjustment of circuit breaker trip settings:
 - a. Contractor/Consultant shall adjust relay and protective device settings according to the recommended settings table provided by the coordination study. All proposed adjustments shall be reviewed with the City prior to implementation. Short electrical outages will be

- allowed at each facility and shall be coordinated with City staff.
- b. Contractor/Consultant shall notify the City of Bloomington in writing of any required major equipment modifications to accomplish conformance with short circuit and protective device coordination studies. e.g., brief description of non- conformance and recommended modification, and estimated cost, etc.
4. Updated one-line diagrams, all CAD files created during the project and all source files and software data files generated during the project shall be provided to the City at project completion.
 5. Infrared (IR) evaluation report, database or similar software which can be used for equipment evaluation, maintenance or repair records.
 6. Training shall be provided for City of Bloomington staff. Training shall be conducted at the Grossinger Motors Arena or another City of Bloomington facility and shall take place during normal business hours. Training shall be a minimum of 4 hours, and shall include:
 - a. Overview of the hazards associated with working on energized electrical equipment.
 - b. Overview of the results of the Arc-Flash Study conducted for the facility.
 - c. Maintenance procedures in accordance with best practices included NFPA 70E.
 - d. Overview of the Arc-Flash labels and how to select appropriate PPE.
 - e. Trainers shall be an authorized OSHA outreach instructor or have a minimum 5 years of Safety Training Experience and has conducted an Arc Flash Safety Training in the last 5 years.

ARC FLASH REPORTS

Arc-Flash Reports shall be provided for each facility and must include, but not be limited to:

1. Short circuit, arc-flash, and protective device coordination study.
2. Results of the short circuit, protective device coordination and arc flash hazard analysis studies shall be summarized in a final report. The report shall include sections such as: executive summary including introduction, scope of work and results/recommendations, short circuit methodology analysis results and recommendations, short circuit device evaluation table, protective device coordination methodology and analysis results and recommendation, protective device settings table, time-current coordination graphs and recommendations, arc flash hazard methodology analysis results and recommendation, arc flash boundary distances, working distances, incident energy levels, personal protection equipment levels.
3. One-line system diagram that shall be computer generated and will clearly identify individual equipment buses, bus numbers used in the short circuit analysis, cable and bus connections between the equipment, calculated maximum short circuit current at each bus location, device number used in the time-current coordination analysis.

4. One-line diagram showing protective device ampere ratings and associated designations, cable size & lengths, transformer kVA & voltage ratings, motor & generator kVA ratings, and switchgear/switchboard/panel board designations.
5. Infrared (IR) evaluation report as previously described.
6. PROTECTIVE DEVICE EVALUATION
 - a. Evaluation and comparison of equipment and protective device, comparison to short circuit ratings.
 - b. Evaluation on the adequacy of switchgear, motor control centers, and panelboards bus bars to withstand short circuit stresses, the selected contractor shall notify the City of Bloomington in writing, of any circuit protective devices improperly rated for the calculated available fault current.
7. Comments and recommendations for system improvements.
8. Summary including source of information and assumptions made.

Exhibit B

Payment Terms

1. The facilities and maximum costs for the work in year one (1) shall be as follows:

CITY OF BLOOMINGTON - ARC FLASH STUDY (RFQ 2020-11)			
SEAM Group Proposal Cost Summary			
LOCATION	ARC FLASH & IR SCANS	FIELD ADJUSTMENTS*	FACILITY TOTAL
Grossinger Motors Arena	\$32,400.00	\$8,100.00	\$40,500.00
Arena Parking Garage	\$3,340.00	\$835.00	\$4,175.00
Bloomington Ice Center	\$6,479.00	\$1,619.75	\$8,098.75
Training	\$2,179.00	\$0.00	\$2,179.00
Contingency (20%)	\$8,879.60	\$2,110.95	\$10,990.55
Arena Total	\$53,277.60	\$12,665.70	\$65,943.30
Water Administration	\$6,479.00	\$1,619.75	\$8,098.75
Division St Pump Station	\$3,340.00	\$835.00	\$4,175.00
Ft Jesse Pump Station A	\$3,340.00	\$835.00	\$4,175.00
Ft Jesse Pump Station B	\$3,340.00	\$835.00	\$4,175.00
Enterprise Pump Station	\$3,340.00	\$835.00	\$4,175.00
South Main Pump Station	\$3,340.00	\$835.00	\$4,175.00
Training	\$1,196.00	\$0.00	\$1,196.00
Contingency (20%)	\$4,875.00	\$1,158.95	\$6,033.95
Water Transmission Total	\$29,250.00	\$6,953.70	\$36,203.70
GRAND TOTAL			\$102,147.00
*Field adjustments are based on at least 25% of each project total as noted by SEAM from prior experience. Contingency of 20% is best practice for projects with very limited prior review.			

2. The future two (2) fiscal year facilities and scope of work will be negotiated by both parties, based upon the available City budget, and upon an amendment to the existing contract each year. Said amendment shall be approved and executed by the parties and shall setting forth the maximum costs and facilities to be covered.

SEAM Group

Electrical Safety Services

Arc Flash Risk Assessment Proposal

City of Bloomington IL

Russel Waller
Bloomington, IL

August 26th, 2019

REF Code: 30070

Field Adjustments:

As requested in the RFP, field-adjustments following the arc flash assessment will be provided by SEAM Group. There is no way to determine the total investment of these adjustments until the analyses have been completed. Adjustments required from the results of the short circuit analysis, protective device coordination, interrupt analysis, and incident energy analysis will be determined following a review by the City and SEAM Group Engineers to determine the quantity, and level of adjustment needed. SEAM Group anticipates these expenses to be at least 25% of the project total and suggests the City request this dollar amount along with this contract.

Project Overview

PHASE I:

- Onsite Data Collection (Travel & Expenses included)

PHASE II:

- Data Entry
- Modeling of Electrical Distribution System
- Generation of Single-Line Drawings

PHASE III:

- Short-Circuit Analysis
- Protective Device Coordination Study
- Incident Energy Analysis
- Interrupt Rating Study
- Hazard Mitigation Recommendations
- Final Report Assembly
- SEAM Group will install ALL Labels
- Project debriefing by Field Technician

Includes a 1-day NFPA 70E Electrical Safe Work Practices On-site Training Class

Includes a complete IR Thermography of all Assets

Includes ViewPoint Software for IR Program Management

- Final report to be delivered as hard copy and digital file (PDF)
- Single-line drawings will be provided as PDF and CAD files
- Terms & Conditions located on final page of this document

<u>Location</u>	<u>Arc Flash and IR Scans</u>
Grossinger Motors Arena	\$32,400.00
Arena Parking Garage	\$3,340.00
Bloomington Ice Center	\$6,479.00
Water Administration	\$6,479.00
Division St Pump Station	\$3,340.00
Ft Jesse Pump Station A	\$3,340.00
Ft Jesse Pump Station B	\$3,340.00
Enterprise Pump Station	\$3,340.00
South Main Pump Station	\$3,340.00
1-day Training Class	<u>\$3,375.00</u>
Total Investment	\$68,773.00
Setting Adjustment Estimate	\$16,200.00

ELECTRICAL SAFE WORK PRACTICES - 70E

Length of Training: 1 day

Training Description

This fast-paced class is designed for all personnel who work on, around or near any type of energized electrically energized equipment. Electrical hazards, proper electrical work practices and procedures, and the safe installation of electrical equipment will be discussed. You will be introduced to the new NFPA 70E 2018 requirements and rules and regulations as required by the OSHA Electrical Safety-Related Work Practices Standard 1910.331-1910.335. Designed to keep workers safe and up-to-date, this class provides life-saving information. It is perfect for those who need refresher training, or those who have had little exposure to electrical safe work practices.

* Note: This program contains very graphic material.

4 Key Reasons Not to Miss This Training:

You will—

1. Increase your safety awareness.
2. Learn the minimum requirements of the OSHA standards and how they are applied in the workplace.
3. Be able to spot hazards, avoid accidents, and prevent costly fines before they happen.
4. Possibly prevent the death or injury of a co-worker or yourself!

Training Outline:

Standards for Electrical Safety

- OSHA
- Code of Federal Regulations 1910.331 335
- NFPA 70E
- Workplace Safety Programs

Electrical Fundamentals

- Understanding Electricity
- Conductors/Insulators
- Shock Safe and Unsafe Current Values

Qualified vs. Unqualified

- Training Knowledge Tools & Methods

NIOSH Case Studies

- Fatality Assessment
- Attitudes, Emotions & Conditions

Hazard Analysis

- 70E Hazards
- Approach Boundaries for Shock Protection
- Limited
- Restricted
- Arc Flash Boundary
- Clearance Distances
- Labeling

Work Involving Electrical Hazards

- Justification
- Permits
- Exemptions

Personal Protective Equipment

- Arc Rated Clothing
- PPE Categories
- Voltage Rated Gloves and Tools
- Selecting PPE, Incident Energy vs 70E Tables

Reducing Electrical Hazards

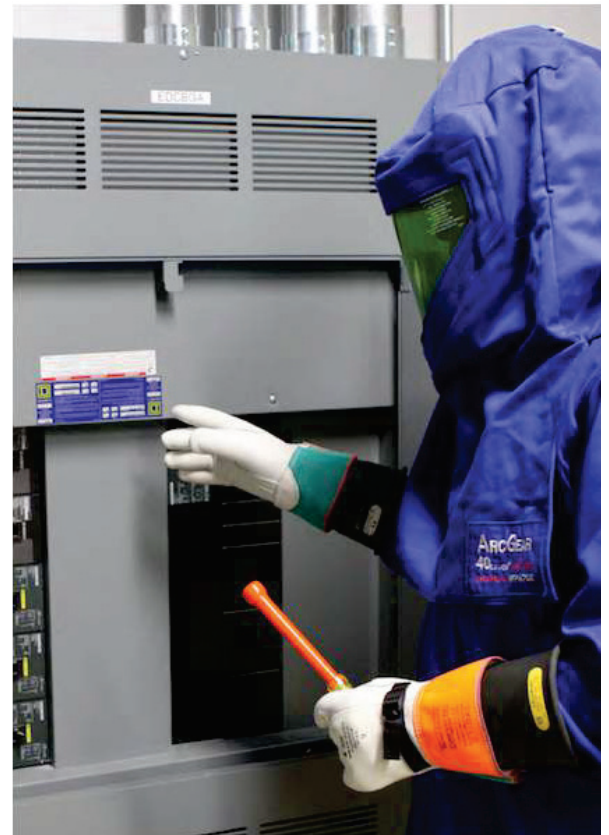
- Fuses
- Circuit Breakers
- Guarding
- Grounding
- GFCI

Meter Safety

- Selection and Use
- Types
- Category Rating

Energy Control Program

- Lockout/Tagout
- Training requirements
- Inspection



Phase I - Data Collection

SEAM Group Field Technicians will visit your facility to collect the necessary electrical data to perform an arc flash risk assessment. Electrical information will be gathered and the systems analyzed from the utility connection point to the equipment in the plant. We will be looking for enclosures that present potential exposures to an arc flash hazard. We will gather wire size, wire length, transformer data, circuit over-current protection information, and other miscellaneous data. We will gather data on all equipment necessary per IEEE 1584. We will not stop at an arbitrary or convenient point on your system.

To accomplish this work our Field Technicians will be required to open hinged or bolted panel enclosures. In most cases, data collection can be accomplished without interruption of facility operations. In the rare case where the data cannot be gathered due to our inability to access panels or operational needs, equipment with control interfaces, panels located in areas requiring special security clearance, panels located in clean rooms, panels located in hazardous areas requiring specialized training, or other situations beyond our control, it would be necessary **to coordinate a shutdown with the appropriate departments in order to access this information.**

Your facility's panel boards, bus ducts, motor control centers, disconnects, switchgear, etc, should be properly labeled per the National Electrical Code prior to our arrival. These labels should indicate, among other things, the name of the enclosure and what each of the fuses or circuit breakers feed. If there are unlabeled or mislabeled over-current protective devices, **SEAM Group will work with the appropriate department to coordinate a shutdown to access this information.**

Note: SEAM Group may be able to provide some assistance in tracing circuits.

Phase II - System Modeling • Single-Line Drawings

Data collected by our Field Technicians during Phase I and/or provided by the facility will be used to build a computer model of your facility's electrical distribution system. The model will be sent to the facility immediately upon completion. This model will be used to complete the Engineering Analyses (Short Circuit Analysis, Protective Device Coordination Analysis, Protective Device Interrupt Rating Analysis, and the Incident Energy Analysis) once our engineering department receives the utility data.

Phase III - Engineering Analysis

The results from Phase 3 will be documented and provided to the facility in a report format. The report will include a binder as well as a CD-ROM containing electronic files of the report. We will also retain copies of the report and data. A presentation meeting will be held with our representative and key people from the facility to review the report and discuss recommendations. SEAM Group will apply ALL labels.

SHORT CIRCUIT STUDY

The PTW computer program, using the method of symmetrical components and the procedures of IEEE Standard 399-1986, will calculate the potential fault currents. The method of symmetrical components has been the accepted method for calculating unbalanced fault currents since the mid 1920's. Data required for the calculations is derived from the physical construction of the power system and has been documented in the feeder and transformer schedules included in the study. Although it is not required to have exact numbers, it is wise to be within roughly 5%. The information provided in our report will include tabulated input data for the utility, generators, transformers, motors, and cables, as well as a summary of the calculated fault currents at every major bus modeled in the computer program. The three-phase to ground and single-phase to ground currents are reported. These two currents typically bracket the other possible fault currents and are sufficient for the analyses being conducted at your facility.

The applications for conducting a short circuit study are as follows:

- Incident Energy Analysis
- Protective Device Coordination Study
- Interrupt Rating Study

ARC FLASH RISK ASSESSMENT

The arc flash risk assessment conforms to OSHA recommendations described in 29CFR 1910.333. Procedures for arc flash risk assessments are described in both NFPA Standard 70E-2018 and IEEE Standard 1584. IEEE Standard 1584 describes a method for calculating the potential incident energy based on the anticipated "bolted" fault current. The reported results will be calculated using the more conservative, interpreted as more rigid, IEEE Standard 1584.

IEEE Standard 1584 states that equipment rated below 240V need not be considered unless it involves a low-impedance transformer greater than 125 kVA in its immediate supply. The reason for this exclusion is the inability of such small capacity systems to initiate and support arcing conditions.

The report will present findings describing dangerous or disruptive conditions within the facility. The calculated arc flash hazards are compared to the criteria in NFPA Standard 70E and hazards requiring personal protection equipment (PPE) are reported. The report will include recommendations for mitigating hazards that are greater than 40 cal/cm². Additional Mitigation services are available to

further reduce additional hazards and lower the exposure to employees. These services can be negotiated following delivery of the report. The table included in the report will show the arc flash data calculated for the existing system. Included in the table are the critical distances, the incident energies, the fault currents, and the PPE level required for the indicated working distance. Arc flash hazard warning labels for the equipment will be created from this table and will meet ANSI standards. It is up to the employer to make decisions on practices for purchasing and utilizing proper personal protective equipment (PPE) once the study is completed.

Hazard Label Colors:

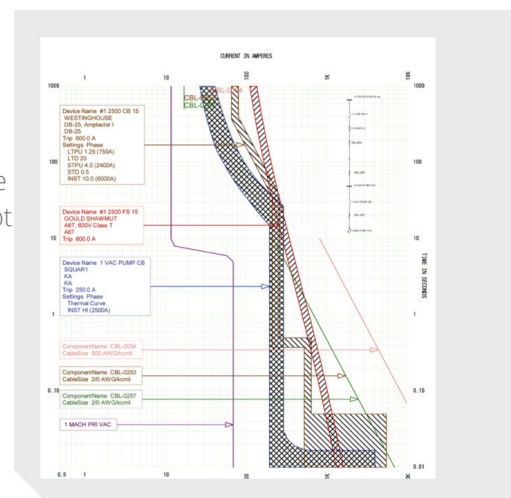
- Less than 40 cal/cm²: Orange
- Greater than 40 cal/cm²: Red

PROTECTIVE DEVICE COORDINATION STUDY

A properly coordinated system will minimize the impact of equipment failures within a system if a fault is to occur. To achieve this, the largest over-current protective devices in each location are analyzed for adequate coordination with upstream protective devices and those needing attention to avoid disruption of production are reported. Individual recommendations are made for correcting each coordination issue found and are directed at increasing the reliability of the electrical distribution system by minimizing the part of the system shut down due to faults. All recommendations made are also verified to not negatively affect the arc flash hazard at the points of interest. If additional coordination problems are found during examination of the largest over-current protective devices, it is not beyond the scope of this study to provide additional recommendations to improve this situation.

INTERRUPT RATING STUDY

An interrupt rating study is necessary to conform to the requirements of the National Electric Code as described in NEC Article 110.9. This study is performed to identify any protective device in the facility that appears to have inadequate interrupting capacity. If these breakers are required to interrupt a fault, they can explode and potentially cause a fire and/or injury to personnel. Protective devices are examined to see if the calculated fault current exceeds 90% of the rated interrupting capacity, at which point they are considered to have inadequate interrupting capacity. Suitable replacement devices are recommended for correcting each interrupting capacity failure.



From these analyses a report will be created which includes:

- Findings which indicate problems discovered with interrupt ratings, coordination, and incident energy
- Recommendations to:
 - Mitigate arc flash hazards 40 cal/cm² and greater
 - Correct circuit protective devices with insufficient interrupt ratings
 - Correct circuits not properly coordinated
- Single-line diagram of the equipment surveyed
- Table of calculated incident energy data
- Coordination Curves

 WARNING	
Arc Flash and Shock Hazard Appropriate PPE Required	
13.5 cal/cm²	Incident Energy
6 ft 3 in	@ Working Distance of 18 inches Arc Flash Boundary
480 VAC	Nominal System Voltage
42 inches	Limited Approach Boundary
12 inches	Restricted Approach Boundary
Bus: ORDR RL1-2 Disc Prot: MCC-1 FS 5G	

HAZARD LABELING

Labels will be printed based on the data calculated. The labels will indicate the Arc Flash Boundary, Incident Energy, Voltage, Limited Approach Distance, and the Restricted Approach Distance. The label will indicate the device name and the over-current protective device from which it is fed. This is no indicator of all devices of various voltages that might be feeding an enclosure. We list the device with the greatest impact on arc and shock hazard. This label is not a substitute for proper Lockout Tagout labeling which would

indicate all power sources feeding an enclosure. SEAM Group will apply ALL labels. All equipment will be labeled and evaluated including down-stream over-current protective devices, disconnects, panels, and control cabinets. There will be no arbitrary cut-offs for equipment labeling.

IR Thermography will be included and reports of the system IR Scan provided per the attached scope included on the following pages.

WHAT TO EXPECT

Electrical System Inspections and Infrared Thermography Scanning Services

1. Build a database of all designated electrical assets. This shall include but not limited to; manufacturer (OEM), model number, serial number, rated size/ampage, and voltage.
2. Collect actual amperage draws, where applicable and deemed safe.
3. Collect ambient temperatures.
4. Apply QR codes with unique identification numbers to each inspected asset. The label will be applied to the outside of the electrical panel or inside the first hinged panel door.
5. Capture digital image of each inspected asset.
6. Scan and capture thermographic image of every inspected electrical system or asset.
7. Perform visual condition and code compliance reviews to identify gaps with NFPA 70, NEC and OSHA.
8. Provide problem and field severity reporting – the field technician, after identifying a problem, will capture ambient and problem temperatures and use patented field software with built-in algorithms to cross reference field findings. This process allows our technicians to report accurate severity rankings of anomalies as found.
9. Collect and record information on problem components (type, feed, size, etc.).
10. Immediate and end-of-inspection notification of any critical and serious thermal anomalies.
11. Upload all data to our servers for additional analysis, quality review and final reporting through ViewPoint.

The assigned technician will be a Certified Thermographer and properly protected in accordance with OSHA standards and NFPA 70E. Please notify SEAM Group prior to the service if there are client-specific safety, training, and/or operation requirements.

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SEAM GROUP'S INSPECTION GUIDELINES

The following guidelines will be reviewed with the site contact prior to commencing the inspection:

- o Perform an infrared inspection of the electrical system or designated assets
- o Protective clothing will be worn meeting our internal & NFPA 70E safety requirements
- o All electrical components should be running with a normal load
- o A properly trained and protected person from your organization for escort access
- o Conduct the inspection with the following equipment:
 - Laptop computer
 - Infrared camera
 - Digital camera
 - Clamp-on AMP meter
- o Our recommended approach to the inspection will be conducted as follows:
 - Sub Station
 - Incoming Service to Building
 - High Voltage Transformers
 - High Voltage Switchgear
 - Main Switchboard/Distribution Panels
 - Buss Ducts and Wireways
 - Motor Control Centers
 - Low Voltage Transformers
 - Sub Panels
 - Local Disconnects
 - Contactors
 - Control Cabinets

If there is equipment rated Dangerous from a previous arc flash assessment it will not be included as part of this project as it unsafe to open while energized.

APPENDIX A

SCOPE OF SERVICES

Items listed below with an ✓ next to them shall be included within our inspection.

1. Inspect for Thermal Anomalies

a. Electrical Equipment

- ☐ Utility transformers (utility personnel must be present)
- ✓ Main incoming service equipment
- ✓ Main switchgear
- ✓ Capacitors
- ✓ Motor control centers
- ✓ Buss-duct / Cable Risers
- ✓ Transformers
- ✓ Transfer switches
- ✓ Generators (need to be operating)
- ✓ Distribution panels
- ✓ Sub-panels
- ✓ Disconnect switches
- ✓ Control panels, contactors, etc.

b. Mechanical

- ☐ Motors & Drives
- ☐ Pumps
- ☐ Bearings
- ☐ Belts

c. Mechanical Items

- ☐ Walk-in freezer
- ☐ Boiler units
- ☐ Chiller systems
- ☐ Compressors

d. Mechanical Steam Systems

- ☐ Steam lines
- ☐ Stream traps
- ☐ Heat exchangers
- ☐ Compressors & compressor racks

2. ✓ **Visual inspection of all items surveyed for NEC and OSHA compliance**
3. ✓ **Baseline all equipment surveyed except bus duct & cable runs which includes:**
4. ✓ **Equipment QR-coding (QR-code identifies the following)**
 - Equipment classification/type
 - Equipment size/capacity
 - Manufacturer name
 - Model Number
 - Rated amps/capacity
 - Voltage
 - Equipment priority
5. ✓ **Visual documentation**
6. ✓ **Thermal documentation**
7. ✓ **Main amp readings for panels, transformers, motors when able to access safely**

VIEWPOINT® REPORTING

Empowering Strategic and Timely Decisions with ViewPoint®

ViewPoint is the central repository for your information which empowers your team to make proactive, accurate, objective and cost-effective reliability and maintenance decisions.

Within five business days of leaving the site, the SEAM Group analysis team will transform all collected field data into usable information via ViewPoint, our online asset management software. Once this process is complete, an email will be sent with login information to the customer contact or designee contacts.

GOALS & BENEFITS

- Expose and mitigate significant risks in fire and safety issues
- Find problems sooner and forecast impact of potential loading scenarios using our TMax algorithms of thermal anomalies
- Prioritized listing of problems, causes and troubleshooting/repair recommendations
- Prioritize maintenance practices around problematic and frequently identified items
- Determine gaps in current OSHA / NEC “layers of protection” for equipment and personnel
- Cost benefit calculations include energy savings, repair costs, and lost production impact customized to your site’s operating criteria
- Share and leverage results and trends with other sites
- Establish complete inventory of all inspected assets and pertinent data
- Establish asset performance baselines for trending and comparison
- Transparent client review of all activities and asset condition
- Compare your results with industry peers and trends
- Powerful filtering, sorting and trending capabilities
- Automated email alerts and expert analyst communications to notify the site contact immediately if any “critical” or “serious” issues are identified
- 24/7 secure access with unlimited users

Access to the SEAM Group web-based reporting software will be provided based on a client’s annual activity and may include as many client users as desired at no additional charge.

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Terms & Conditions

- The pricing included herein is based upon data provided to SEAM Group. If the information provided is found to be incomplete or inaccurate, SEAM Group will honor the price quoted for only the information provided from the arc flash quote form or facility drawings.
- All travel related expenses are included
- **No Taxes will be paid on this project.** Please supply Heather Lester a copy of your tax certificate. hlester@seamgroup.com
- Payments Terms NET 30 Days
- Payment terms will need negotiated during purchasing process to ensure all parties agree to Terms
- A \$500.00/day cancellation fee will be charged for all data collection or delivery cancelled or rescheduled within 30-days of start date
- The client has 12 weeks following delivery to dispute any information provided in the report. Any changes outside of this time frame may be susceptible to hourly charges
- Training pricing is for weekday classes only. Please call for off- shift or weekend classes
- This quote is valid for 90 days

TO BE PROVIDED BY FACILITY

- Simple floor plan drawn to scale (if available)
- Man-Lift and/or ladders unless otherwise arranged
- A Facility escort, such as an electrician, to assist in identifying equipment, tracing circuits where needed, operating lifts, etc.
- Fault Current Data Supplied by your Utility Service Provider

Utility Information

SEAM Group will supply they City of Bloomington a Utility Request Letter. This letter will need sent to the utility provide by the City. SEAM Group can offer assistance sending this letter as long as an introduction to the utility is provided. Data requested includes available fault current, %Impedance, X/R Ratio, and Voltage confirmation.

Invoice Schedule:

- All Invoices will be supplied monthly, based on a % of work performed, due NET 30 DAYS
- Training will be invoiced the day we are onsite conducting the classes, due NET 30 DAYS



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Amending Chapter 6, Section 26(D), Chapter 23, Section 44, and Chapter 31, Section 701 of the City Code Regarding Liquor at City-owned Properties, Miller Park Pavilion and Davis Lodge, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK: Goal 5. Great Place to Live—Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 5b. City decisions consistent with plans and policies and 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The City Code prohibits the possession and consumption of alcohol on City-owned property except at golf courses, the Arena, and the Bloomington Center for Performing Arts (BCPA). Miller Park Pavilion and Davis Lodge are both City-owned properties the City makes available for the public to rent for events. Persons holding events held at both locations also often request to serve alcohol. The process involved in allowing alcohol service at locations not already included in an exception in the Code is an unnecessary redundant and lengthy process for both staff and event hosts.

To be considered to serve alcohol at an event at Miller Park Pavilion or Davis Lodge, an application for the request is filed with the Clerk, the event hosts then appear before the Liquor Commission for questioning and then also attends a City Council meeting to ensure final approval.

In an effort to save time and resources, the City Clerk requests to amend Chapter 6, Section 26(D), Chapter 23, Section 44, and Chapter 31, Section 701 to add an additional exception, similar to those already in place for golf courses, the Arena, and the BCPA, for Miller Park Pavilion and Davis Lodge. If approved, the Code changes presented would allow applications submitted to allow alcohol service at Miller Park Pavilion or Davis Lodge would be reviewed through the same internal processes currently in place with the City Clerk eventually signing off on the event, rather than it escalating to the Liquor Commission and City Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: George D. Boyle, Asst. Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- CLK 1B Ordinance 2019-71 Ch. 6 Ch. 23 Ch. 31 Liquor on City Property Update

ORDINANCE NO. 2019 - 71

**AN ORDINANCE AMENDING CHAPTER 6, SECTION 26(D), CHAPTER 23,
SECTION 44, AND CHAPTER 31, SECTION 701 OF THE CITY CODE
REGARDING LIQUOR AT CITY-OWNED PROPERTIES,
MILLER PARK PAVILION AND DAVIS LODGE**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the City Code prohibits the possession and consumption of alcohol on City-owned property except at golf courses, the Arena, and the Bloomington Center for Performing Arts (BCPA); and

WHEREAS, Miller Park Pavilion and Davis Lodge are both City-owned properties the City makes available for the public to rent for events; and

WHEREAS, Miller Park Pavilion and Davis Lodge are not included as an exception in the City Code allowing possession and consumption of alcohol on the premise; and

WHEREAS, events held at Miller Park Pavilion and Davis Lodge often request to serve alcohol during events; and

WHEREAS, the process involved in allowing alcohol service at Miller Park Pavilion and Davis Lodge is an unnecessary redundant and lengthy process for both staff and event hosts; and

WHEREAS, it is in the best interest of the City to add Miller Park Pavilion and Davis Lodge as an exception under the Code; and

WHEREAS, it is in the best interest of the City to impose the authority upon the City Clerk to accept, review, and sign-off on events serving alcohol at Miller Park Pavilion and Davis Lodge.

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. Chapter 6 of the City Code, Section 26(D), shall be amended to add (5) as follows (additions are indicated by underlining):

(5) Possession and consumption of beer and wine by persons over the age of 21 may be permitted at Miller Park Pavilion and Davis Lodge, as part of a special event approved by the City Clerk under the following conditions:

(i) The event organizer has entered into a valid event location contract with the City;

(ii) The City Clerk has issued a valid permit allowing the serving and consumption of beer and wine during the special event;

(ii) All beer and wine at the special event shall be served by an individual or entity with a Class W catering license; and

(iii) The event organizer and all attendees must fully comply with federal, state, and local laws as well as all rules and regulations for the event location.

SECTION 3. Chapter 31 of the City Code, Section 701, shall be amended to add (E) as follows (additions are indicated by underlining):

E. Notwithstanding the provisions of Subsections A, B and C, the possession and consumption of beer and wine may be permitted at Miller Park Pavilion and Davis Lodge, pursuant to a permit issued by the City Clerk under Chapter 6, Section 26(D).

SECTION 4. Chapter 23 of the City Code, Section 44, shall be amended add as follows (additions are indicated by underlining):

A. No intoxicated person shall enter or remain in or upon the reservoir or public grounds or places within the marginal land;

B. No person shall have in his possession or consume any illegal drugs in or upon the reservoir or public grounds or places within the marginal land.

C. No ~~nor shall any~~ person shall have in his possession or consume any alcoholic liquor ~~or illegal drugs in or upon such areas~~ the reservoir or public grounds or places within the marginal land except as permitted under Chapter 6, Section 26(D) of this Code.

SECTION 5. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 6. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 9. This Ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 9th day of September 2019.

APPROVED this ____ day of September 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 1, Block 12 in Camp Potawatomie, from Stephen and Alexandra Juriga to the petitioner, W. Thomas Lawrence, as Trustee of the W. Thomas Lawrence Trust, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lease Transfer be approved.

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

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

BACKGROUND: The Public Works Department is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 1, Block 12, in Camp Potawatomie from Stephen and Alexandra Juriga to the petitioner W. Thomas Lawrence, as Trustee of the W. Thomas Lawrence Trust. Lot 1 has a residence, a septic system, and a dock.



A licensed septic inspector, Rob Williamson, inspected the septic system on June 10, 2019, and found the septic system to be in good repair and within the size requirements approved by the McLean County Health Department. In addition, staff has investigated the property and found no deficiencies or ordinance violations for the subject property.

There is currently one boat dock on the subject lot. The proposed lessee will need to obtain a permit, after signing the lease, in order to comply with all applicable ordinances and with the terms of the lease.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$687.57 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in the Lake Maintenance -

Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled “Other Funds & Capital Improvements” on page 124.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By:	Joseph M. Darter, Property Manager Brett Lueschen, Operations Manager Michael Hill, Management Analyst
Reviewed By:	Jim Karch, P.E., MPA, Director of Public Works
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Legal Review By:	George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B Current Lease Juriga to Lawrence Lake Lease Transfer_Redacted
- PW 1C Property Manager Memo Juriga to Lawrence Lake Lease Transfer
- PW 1D Petition Juriga to Lawrence Lake Lease Transfer_Redacted
- PW 1E Septic Information Juriga to Lawrence Lake Lease Transfer_Redacted
- PW 1F Lawrence Agreement Juriga to Lawrence Lake Lease Transfer_Redacted
- PW 1G Location Map Juriga to Lawrence Lake Lease Transfer
- PW 1H Unrecorded Plat Map Juriga to Lawrence Lake Lease Transfer
- PW 1I Structure Map Juriga to Lawrence Lake Lease Transfer
- PW 1J Photographs Juriga to Lawrence Lake Lease Transfer

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 11th day of June, 2002 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Stephen & Alexandra Juriga

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 1 in Block 12 in Camp Potawatomie, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee~~

~~who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent ~~assignments thereafter~~

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of .40 ¢ (\$. 40) per \$100 EAV.

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Stephen & Alexandra Juriga
[REDACTED]
[REDACTED]
[REDACTED]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By;

[Signature]
Its Mayor

Attest:

Tracy Covert
City Clerk
By: Sharon Gibson, Deputy

[Signature]
STEPHEN JURIGA

[Signature]
ALEXANDRA JURIGA

TO: Stephen & Alexandra Juriga
[REDACTED]
[REDACTED]



115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

MEMORANDUM

August 19, 2019

To: Jim Karch, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 1, Block 12 in Camp Potawatomie Lake Lease Transfer

A petition and Lake Lease Transfer request has been submitted for Lot 1 in Block 12 in Camp Potawatomie, from Stephen and Alexandra Juriga to the petitioner, W. Thomas Lawrence, Trustee.

EAV for this property is \$171,892. The Lake Lease is currently at a rate of \$0.40 per \$100.00 of EAV. The Lake Lease rate will remain at \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the currently lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$687.57. per year in lease income and \$128.28 for lot garbage pickup. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590).

If you have any questions, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink that reads 'Joseph M. Darter'.

Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2519 | Email: jdarter@cityblm.org

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 1 Block 12 of Camp Potawatonic

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Alexandra Juriga, Trustee (Sellers Name)

To: W. Thomas Lawrence, Trustee (Buyers Name)

[Redacted Signature]
(Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes W. Thomas Lawrence, Trustee (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Alexandra Juriga, Trustee (Seller) In and

to the Lease made on the (Date) 6/11/02 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller)

Alexandra Juriga, Trustee
has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

[Redacted Signature]
(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT _____
BLOCK _____ CAMP _____, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) _____ in and to the premises known as Lot _____ Block _____ in Camp _____, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____.

, Mayor

June 14, 2019

Ms. Alexandra Juriga
[REDACTED]

Re: Septic Permit #87-6950
Parcel #07-01-456-001
Lot 150, Lake Bloomington – Potowatomic Subdivision

Dear Ms. Juriga

On June 11, 2019, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on June 10, 2019 and the following deficiencies were noted:

- The water softener discharges to the sump pit which discharges to the ground surface. This may remain as is until the septic system is replaced or a nuisance condition is created.
- There were tree roots growing into the lid of the septic tank. The tree roots were removed by the installer at the time of the evaluation. The presence of roots might result in damage to the septic system.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.

Ms. Alexander Juriga
June 14, 2019
Page 2

4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1987 and is now approximately 32 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>.

If you have any questions, please contact Mr. Jared Johnson, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager

TJA:AC:hm

AC-0601-19-118

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Alexandra Juriga

Address: [REDACTED]

[REDACTED]

Phone #: Day [REDACTED] Home - -

2. Requestor Information:

Name: same

Address: _____

Phone #: Day - - Home - -

3. Property Information:

Parcel Number (Tax ID): () 07-01-456-001 Date Evaluation Performed: 06-10-19

Address of property evaluated: 25171 White Owl Lane Hudson Sub. & Lot: Lake Blm P-150

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 87-6950

4. Interview Information:

Person interviewed: Alexandra Original owner: Yes ☐ No ☒

Age of home (years): 32 Intended for seasonal use: Yes ☒ No ☐

Date last occupied: seasonal Number of occupants: _____

Has tank ever been pumped: Yes ☐ No ☒ If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 3 Garbage disposal: Yes ☒ No ☐

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒

Water softener discharges to: sump Clothes washer discharges to: septic

Dishwasher discharges to: septic Hot tub discharges to: n/a

Basement plumbing fixtures: Discharge locations:

a. all a. septic

b. _____ b. _____

c. _____ c. _____

d. _____ d. _____

Basement floor drains discharge to: n/a Garage floor drains discharge to: n/a

Sump pit/pump discharges to: ? surface Downspouts discharge to: tile

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 11 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: 1500 gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☒

Depth to top of field: inches to inches

Square feet of field: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage field area:

Evidence that water has ponded over seepage field or the soil is saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in trench : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage bed area:

Evidence water has ponded over seepage bed or is soil saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 32 inches

Square feet of sand filter: 600 square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Yes	No
☐	☒
☒	☐
☐	☒
☐	☒
☐	☒
☒	☐
☒	☐
☒	☐
☒	☐
☐	☒
☒	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* ground surface

F. PUMP OR LIFT STATION -- This Section N/A ☒

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location:

Alarm properly working with audio and visual functions:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.		
*Well or cistern to: N/A ☐	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

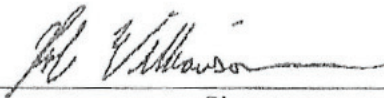
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. There was some roots growing into the tank at the lid. I cleared away the roots but they could grow back. This septic system appears to be functioning at this time. The house is being used seasonally and could evaluate differently under normal full time use. The average life of a septic system is about 25 years. This septic system is 32 years old.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)



Signature

06-11-19

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

2019

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and W. Thomas Lawrence, Trustee of

the W. Thomas Lawrence Trust

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Bloomington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 1 in Block 12 in Camp Potawatomi according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

☒ If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of ~~15¢~~ (\$15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

W. Thomas Lawrence

Lessee Billing Address

Same

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

(X)

[Redacted Signature]

Trustee

Attest:

City Clerk

* Notes: 1 Denotes 3' R.R. Rails
Planted 3' in Ground
At 2000 yds Jan. 1957

PI59 = MAILING ADDRESS 1/86

[illegible]

LB-12

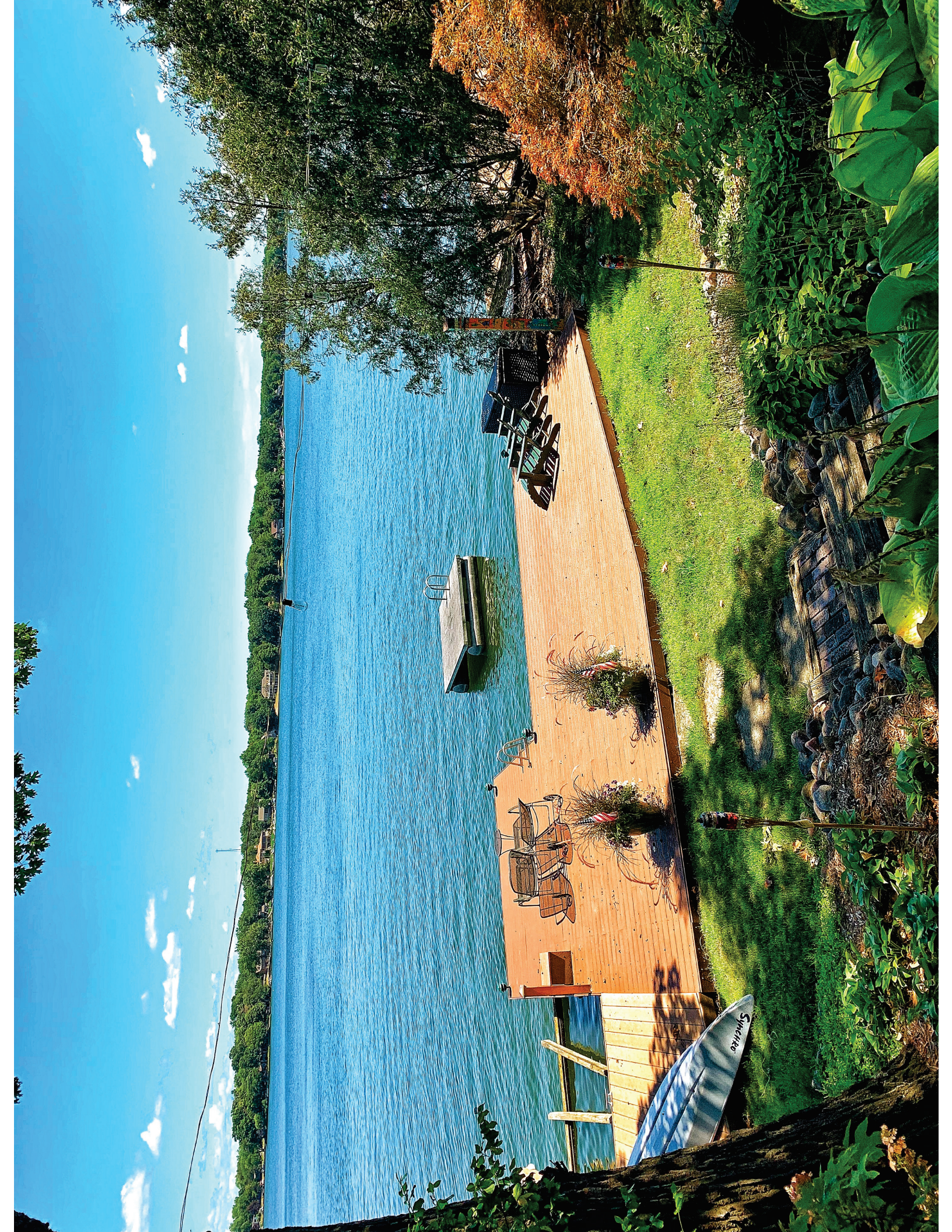
25171 White Owl Lane Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.









CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 8, Block 2 in Camp Kickapoo, from the Shirley J. Armstrong Estate to the petitioners, Mark and Colleen Fellheimer, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lease Transfer be approved.

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

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

BACKGROUND: The Public Works Department is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 8, Block 2, in Camp Kickapoo from the Shirley J. Armstrong Estate to the petitioner, Mark and Colleen Fellheimer. Lot 8 has a residence, a septic system, and a dock.

A licensed septic inspector, Rob Williamson, inspected the septic system on July 29, 2019 and found that the septic system was in disrepair.



As noted within the August 1, 2019, letter from the McLean County Health Department, the condition of the existing septic system was noted to be deficient in the following areas:

- ❖ The basement sink discharges to a tile. The sink must be routed to the septic system or the fixture removed, and the water lines cut back and capped.
- ❖ The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber.
- ❖ There is not an alarm installed for the pump system. This must be provided.
- ❖ The pipe between the pump chamber and the seepage field is not in good condition. This must be repaired or replaced.
- ❖ Water is standing in the outlet of the septic tank. This could be due to the broken line after the pump chamber. The cause of standing water must be determined, and the issue resolved.
- ❖ Due to the high level of water in the septic tank, Mr. Williamson was not able to inspect the tank. This department recommends that the tank be evaluated.
- ❖ Due to a portion of the seepage field being under the driveway and the dry condition of the soil resulting in the inability to use a probe rod in the area of the system, Mr. Williamson

was unable to inspect the seepage field at the time of the inspection. This department recommends that the seepage field be evaluated.

The McLean County Health Department considers the evaluation incomplete due to the inability to completely inspect the septic tank and the seepage field. In consideration of the deteriorated condition of the septic system, the City of Bloomington is requiring that a new septic system be installed within six (6) months of lease transfer and that all tree impact fees, in the amount of \$3,220.00, be paid to the City of Bloomington prior to commencement of installation. The City has received the tree impact fee payment from the petitioner. Please see the attached supplemental agreement.

There is currently one boat dock on the subject lot. The proposed lessee will need to obtain a permit, after signing the lease, in order to comply with all applicable ordinances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have an increased financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$517.58 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in the Lake Maintenance - Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Budget Book titled “Other Funds & Capital Improvements” on page 124.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment. Objective UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By:	Joseph M. Darter, Property Manager Brett Lueschen, Operations Manager Michael Hill, Management Analyst
Reviewed By:	Jim Karch, P.E., MPA, Director of Public Works
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Legal Review By:	George Boyle, Asst. Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- PW 2B Current Lease Armstrong to Fellheimer Lake Lease Transfer_Redacted
- PW 2C Property Manager Memo Armstrong to Fellheimer Lake Lease Transfer
- PW 2D Petition Armstrong to Fellheimer Lake Lease Transfer_Redacted
- PW 2E Septic Information Armstrong to Fellheimer Lake Lease Transfer_Redacted
- PW 2F Fellheimer Agreement Armstrong to Fellheimer Lake Lease Transfer_Redacted
- PW 2G Supplemental Agreement Armstrong to Fellheimer Lake Lease Transfer_Redacted
- PW 2H Location Map Armstrong to Fellheimer Lake Lease Transfer
- PW 2I Unrecorded Plat Map Armstrong to Fellheimer Lake Lease Transfer
- PW 2J Structure Map Armstrong to Fellheimer Lake Lease Transfer
- PW 2K Photograph Armstrong to Fellheimer Lake Lease Transfer

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 1 day of December, 1997 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Keith and Shirley Armstrong (if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of Lexington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 8 in Block 2 in Camp Kickapoo, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT:

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Shirley Armstrong

[REDACTED ADDRESS]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: [Signature]
Its Mayor

Attest:

[Signature]

[REDACTED SIGNATURE]

MEMORANDUM

August 20, 2019

To: Jim Karch, P.E., MPA, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 8, Block 2 in Camp Kickapoo Lake Lease Transfer

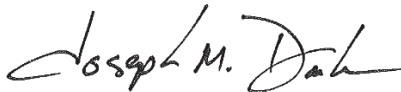
A petition and Lake Lease Transfer request has been submitted for Lot 8 in Block 2 in Camp Kickapoo, from Shirley J. Armstrong Estate to the petitioner, Mark and Colleen Fellheimer.

EAV for this property is \$129,394.00. The Lake Lease is currently at a rate of \$0.15 per \$100.00 of EAV.

This petition will have an increased financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$517.58 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in the Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 86.

If you have any questions, please feel free to contact me directly.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2519 | Email: jdarter@cityblm.org

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 8 Block 2 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: SHIRLEY J. ARMSTRONG ESTATE (Sellers Name)

To: Mark and Colleen Fellheimer (Buyers Name)

[Redacted Signature] (Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Mark and Colleen Fellheimer (Buyer) and re-

spectfully shows that He/She/They became the purchaser of all right, title and interest of Shirley J. Armstrong Estate (Seller) In and

to the Lease made on the (Date) 8/21/19 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller)

Shirley J Armstrong Estate has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

[Redacted Signature]

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 8
BLOCK 2 CAMP Kickapoo, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Shirley J Armstrong Estate in and to the premises known as Lot 8 Block 2 in Camp Kickapoo, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____.

Tari Renner, Mayor

August 1, 2019

Mr. John Armstrong


Re: Septic Permit #62-7267
Parcel #08-06-351-010
Lot 136, Lake Bloomington - Kickapoo Subdivision

Dear Mr. Armstrong:

On July 30, 2019, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on July 29, 2019 and the following deficiencies were noted:

- The basement sink discharges to a tile. The sink must be routed to the septic system or the fixture removed and the water lines cut back and capped.
- The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber.
- There is not an alarm installed for the pump system. This must be provided.
- The pipe between the pump chamber and the seepage field is not in good condition. This must be repaired or replaced.
- Water is standing in the outlet of the septic tank. This could be due to the broken line after the pump chamber. The cause of the standing water must be determined and the issue resolved.
- Due to the high level of water in the septic tank, Mr. Williamson was not able to inspect the septic tank. This department recommends that the tank be evaluated.
- Due to a portion of the seepage field being under the driveway and the dry condition of the soil resulting in the inability to use a probe rod in the area of the system, Mr. Williamson was unable to inspect the seepage field at the time of the inspection. This department recommends that the seepage field be evaluated.

Comments:

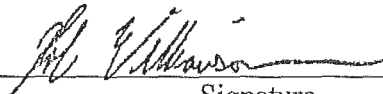
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The water level in the septic tank is higher than normal. Since the water level was so high I could not check the baffles in the tank or determine if it needs to be pumped. Part of the seepage field is under the drive and the ground is too hard to probe to check the condition of the seepage field. The pipe going from the pump station is broken. The water level in the pump station is high. I bypassed the float switch to make the pump turn on and the water just sprays within the pump station. There is no high water alarm for the pump station. The sink in the basement discharges to a tile. By code it should be going to the septic system. The average life of a septic system is about 25 years. This septic system is 57 years old. This house has been used seasonally and could evaluate differently if it were used full time. The house is currently vacant so no water is currently entering the system.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)


Signature

07-30-19

Date

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____

Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: John ArmstrongAddress:
Bloomington, IL 61705Phone #: Day Home - -

2. Requestor Information:

Name: Mark & Colleen FellheimerAddress:
Pontiac, IL 61764Phone #: Day Home - -

3. Property Information:

Parcel Number (Tax ID): () 08-06-351-010 Date Evaluation Performed: 07-29-19Address of property evaluated: 18371 Kickapoo Lane Hudson Sub. & Lot: _____Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 62-7267

4. Interview Information:

Person interviewed: Cliff ArmstrongOriginal owner: Yes ☐ No ☒Age of home (years): 57Intended for seasonal use: Yes ☒ No ☐Date last occupied: vacant

Number of occupants: _____

Has tank ever been pumped: Yes ☐ No ☐

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 2Garbage disposal: Yes ☐ No ☒Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒Water softener discharges to: n/aClothes washer discharges to: septicDishwasher discharges to: n/aHot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. sinka. tile

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: n/aGarage floor drains discharge to: n/aSump pit/pump discharges to: ground surfaceDownspouts discharge to: ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 27 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☐	☐	Tank has access within 12" of ground surface	☐	☐
Size: 850 gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☐	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☐	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☐	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☐	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☐	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☒	☐	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☐	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☐	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☐	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☐

Depth to top of field: inches to inches

Square feet of field: 540 square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage field area:

Evidence that water has ponded over seepage field or the soil is saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in trench : inches

Yes	No
☒	☐
☐	☐
☐	☐
☐	☐
☐	☐

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage bed area:

Evidence water has ponded over seepage bed or is soil saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☒

Minimum soil cover depth to top of sand filter: _____ inches

Square feet of sand filter: _____ square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

F. PUMP OR LIFT STATION -- This Section N/A ☐

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Yes	No
☒	☐
☐	☒
☐	☒
☐	☒
☐	☒

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☐	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

MARK A. Fellheimer

Colleen E. Fellheimer

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Portiaco, County of ~~McLean~~, State of Illinois, hereinafter called "Lessee," Livingston

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 8 in Block 2 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:
 - 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$. .40) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Mark A. Fellheimer
Colleen E. Fellheimer

Lessee Billing Address

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: _____

Its Mayor

Attest: _____

City Clerk

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Mark and Colleen Fellheimer, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 8 in Block 2 in Camp Kickapoo and enforceable under the terms of said lease. The below items must be completed within six (6) months of the date of transfer.

1. Lessee shall have installed a new septic system that meets all codes for regulatory agencies having jurisdiction within the State of Illinois.
2. Lessee shall have paid \$3,220.00 for tree impacts during the construction of the septic system installation before Council approval of Lease Transfer.
3. Lessee shall apply for a Lake Bloomington Boat Dock Permit after the Lake Lease Transfer is approved by the City of Bloomington Council.
4. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington
A Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST: _____
Leslie Yocum, City Clerk

Lessees: _____

Mark Fellheimer

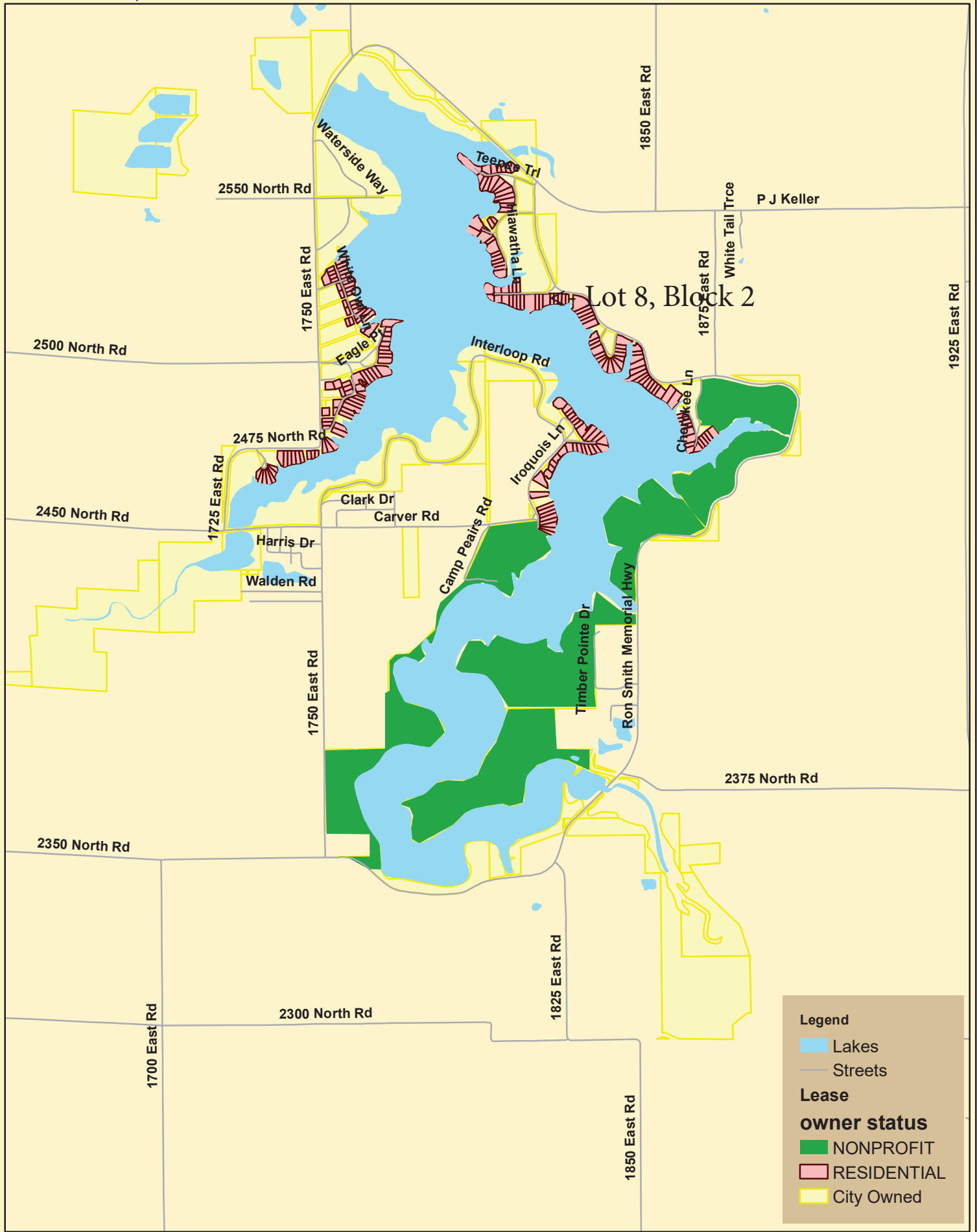
Lessee: _____

Colleen Fellheimer

Lake Bloomington Lease Map



0 1,000 2,000 Feet



Legend

- Lakes
- Streets

Lease

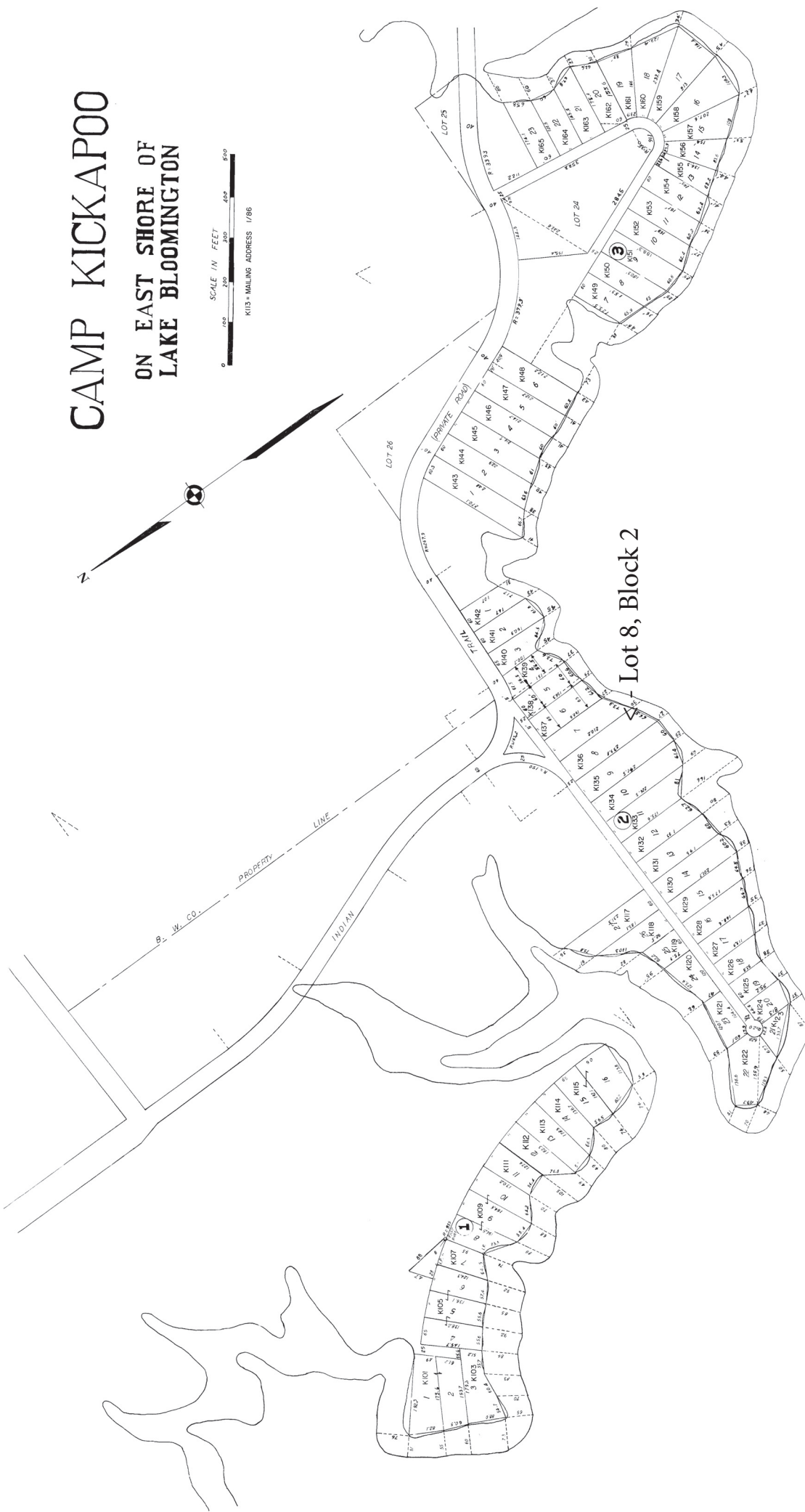
owner status

- NONPROFIT
- RESIDENTIAL
- City Owned

CAMP KICKAPOO

ON EAST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500
K113 * MAILING ADDRESS 1/86



CAMP KICKAPOO LAKE BLOOMINGTON			
CITY OF BLOOMINGTON, ILLINOIS 6701			
OFFICE OF THE CITY ENGINEER			
RECORD SCALE	DATE	FILE NO.	
RECORD SCALE	7/23/73	LB-1	
RECORD SCALE	7/23/73	FILE NO.	
RECORD SCALE	7/23/73	SHEET OF 1	

RETRACTED ON JULY 23, 1973 FROM A PRINT OF A TRACING MADE AUGUST 20, 1943 OF THE ORIGINAL PLAT.
(NO DATE AVAILABLE FOR THE ORIGINAL PLAT.)

Lot 8 Block 2 Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: September 9, 2019

SPONSORING DEPARTMENT: N/A

SUBJECT: Consideration and action on a Resolution Establishing the Cannabis Review & Implementation Task Force Committee, as requested by City Council.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 3. Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process. Objective 3d. Expanded retail businesses.

BACKGROUND: Council Member Jenn Carrillo brought a Council Initiative before the Council on August 19, 2019 proposing to create a Cannabis Task Force to help explore new legislation passed by the state, and to propose recommendations for local implementation in 2020. The consensus of Council at the Committee of the Whole was to move the Initiative forward for formal discussion and consideration at a future meeting. In accordance with the initiative, Council Member Carrillo worked on the proposed Resolution Establishing the Cannabis Review & Implementation Task Force Committee that will be on the floor for further discussion and potential action at the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared By: Tara Henry, Legislative Assistant

Reviewed By: Leslie Yocum, City Clerk

Attachment:

- ADM 2B Cannabis Task Force Resolution No. 2019 - 28

RESOLUTION NO. 2019 - 28

A RESOLUTION ESTABLISHING THE CANNABIS REVIEW & IMPLEMENTATION TASK FORCE COMMITTEE

WHEREAS, the City of Bloomington is a home-rule municipality operating in McLean County, Illinois; and

WHEREAS, on January 1, 2020, the Cannabis Regulations & Tax Act ("Act") will become effective, legalizing the private consumption and possession of cannabis for Illinois residents over 21 years of age; and

WHEREAS, while the Act does not allow municipalities to restrict the private consumption of cannabis, it does allow municipalities the ability to make a number of local policy decisions regarding the sale of cannabis and on-premises use; and

WHEREAS, the legalization of cannabis is likely to have a large impact on the local economy and the City Council desires to create a Cannabis Review & Implementation Task Force Committee to evaluate the impacts and provide recommendations on any necessary policies; and

WHEREAS, the Task Force will be composed of 10 members, including 2 council members, 2 law enforcement officers, 2 business owners & prospective business owners, 1 addiction specialist, and 3 community group representatives to be appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, the Task Force shall be in existence until its work is concluded and it is discontinued by further resolution of the City Council; and

WHEREAS, the Task Force shall be subject to the provisions of the Illinois Open Meetings Act; and

WHEREAS, the City Manager shall be responsible for providing the Task Force with necessary staff to assist it in its functions; and

WHEREAS, the initial members of the Task Force shall consist of those persons identified within this Resolution; and

WHEREAS, City staff and the City Council will simultaneously continue to discuss any and all necessary policies and regulations in relation to the legalization of cannabis and will incorporate reports from the Task Force into these discussions and actions as they are provided.

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 creates the Cannabis Review & Implementation Task Force Committee, which shall be considered an *ad hoc* committee of the City of Bloomington. The Task Force shall be charged with evaluating the impacts and making policy proposals in relation to the legalization of cannabis, including on zoning for cannabis businesses, on premises use, and taxation. The Task Force shall be chaired by Council Member Jennifer Carrillo. The Task Force shall meet initially at the call of the Chair and as soon as lawfully allowed upon appointment of the members and will meet regularly thereafter on a schedule adopted by The Task Force. The Task Force will offer their initial findings and recommendations to The City Council of the City of Bloomington at the October 21st Committee of the Whole Meeting in the form of a written report and a brief oral presentation on recommended ordinances, best practices, and policies the council should consider to address the most immediate questions. The Task Force should include in their report, what unanswered questions remain to be addressed. At this point, the council should provide feedback for what the next set of priority issues the task force should explore and set a timeline for when they wish to see another report from the task force.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 9th day of September 2019.

APPROVED this ____ day of September 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk