



CITY OF
BLOOMINGTON
COUNCIL MEETING
AUGUST 27, 2018



City Logo Design Rationale

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

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

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

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

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

Brief Summary of Five Council Priorities

Five Priorities

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

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

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

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

1. Economic Development

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

2. Infrastructure

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

3. Financial Planning

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

4. Reduced Emergency Response Times

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

5. Downtown Implementation Plan

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



RESOLUTION NO. 2016 -29

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

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

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

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

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

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

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

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

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

Vision: A Jewel of Midwest Cities

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

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

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

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

CITY OF BLOOMINGTON

A handwritten signature in black ink, appearing to read 'Tari Renner', written over a horizontal line.

Tari Renner, Mayor

ATTEST

A handwritten signature in black ink, appearing to read 'Cherry L. Lawson', written over a horizontal line.

Cherry L. Lawson, City Clerk

AGENDA



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 27, 2018; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation declaring August 2018 as Community Health Care Clinic, “Free and Charitable Clinic Month.”
 - B. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to the following Officers who have completed probation:
 - (a) Hunter Clark
 - (b) Michael DeReu
 - (c) Anna Legner
 - (d) Brock Merritt
 - (e) Kenneth Nowatski
 - C. Appointment of Meryl Brown to the Cultural Commission.
 - D. Appointment of Garrett Thalgott to the Evergreen Cemetery Trustees.
- 6. Public Comment**
- 7. “Consent Agenda”**

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

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

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

- A. Consideration of approving the Minutes of the August 13, 2018 Regular and Special City Council Meetings and the July 16, 2018 Joint Special Session City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*
- B. Consideration of approving Bills, Payroll, and Procurement Card Purchases in the amount of \$5,500,936.75. *(Recommend the Bills, Payroll, and Procurement Card Purchases be allowed in the amount of \$5,500,936.75, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointment to Various Boards and Commissions. *(Recommend Meryl Brown be appointed to the Cultural Commission and that Garrett Thalgott be appointed to the Evergreen Cemetery Trustees.)*
- D. Consideration of the Purchase of two (2) pieces of equipment required for one (1) Six Yard Refuse Packer from Central Illinois Trucks and Rantoul Truck Center, using the Sourcewell contract, in the amount of \$128,321.93, and authorization to dispose of a 2012 International 4300 by public auction, as requested by the Parks, Recreation and Cultural Arts and Public Works Departments. *(Recommend (1) the purchase of two (2) pieces of equipment required for one (1) Six Yard Refuse Packer: one (1) 2019 Kenworth T270 truck chassis from Central Illinois Trucks, using the Sourcewell contract (Contract #081716-KTC, exp. 11/15/2020), in the amount of \$77,215, and one (1f) New Way 6RL Diamondback Six Yard Packer body, with installation, from Rantoul Truck Center, using the Sourcewell contract (Contract #112014-NWY, exp. 12/16/18), in the amount of \$51,106.93, for a total cost of \$128,321.93, be approved, the Procurement Manager be authorized to issue a purchase order; and (2) City staff be authorized to dispose of a 2012 International 4300 by public auction.)*
- E. Consideration of the Purchase of one (1) mower from MTI Distributing of Springfield, IL using the State of Illinois Joint Purchase Contract, in the amount of \$53,431.55, as requested by the Parks Maintenance Division of the Parks, Recreation, and Cultural Arts Department. *(Recommend the Purchase of one (1) Toro Ground Master 4000 Mower from MTI Distributing of Springfield, IL using the State of Illinois Joint Purchase Contract # 4018513 (expires 03/21/2021) in the amount of \$53,431.55, and the Procurement Manager be authorized to issue a Purchase Order.)*

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- F. Consideration of the Purchase of one (1) Belt Driven Vacuum Leaf Collector from Old Dominion Brush Co., Inc., using the Sourcewell Contract, in the amount of \$35,774.13, as requested by the Public Works Department. *(Recommend the purchase of one (1) ODB LTC600 Belt Driven Leaf Vacuum Leaf Collector from Old Dominion Co., Inc., using the Sourcewell Contract (Contract #041217-ODB, exp. 7/7/2021) in the amount of \$35,774.13 be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- G. Consideration of rejecting all bids for the FY2019 Taylor Street Sanitary Sewer Improvements Project (Bid #2019-09) so the project can be rebid as part of the FY2019 Sewer Rehabilitation Project, as requested by the Public Works Department – Engineering Division. *(Recommend all bids for the FY2019 Taylor Sanitary Sewer Improvements Project (Bid #2019-09) be rejected so the project can be rebid as part of the FY2019 Sewer Rehabilitation Project.)*
- H. Consideration of rejecting all bids for the Government Center 3rd Floor Remodeling project (Bid 2019-01) due to all bids being well above the project budget, as requested by the Facilities Department. *(Recommend all bids for the Government Center 3rd Floor Remodeling project (Bid 2019-01) be rejected due to all bids being well above the project budget.)*
- I. Consideration of Contracts with Praxair, Inc., Kemira Water Solutions, Inc., and Carus Chemical Corporation for Supply and Delivery of various Water Treatment Chemicals (Bid No. 2019-11), as requested by the Water Department. *(Recommend the Contracts for the noted Water Treatment Chemicals at the indicated Unit Prices with Praxair, Inc. (from November 1, 2018 through October 31, 2021), Kemira Water Solutions, Inc., (from October 1, 2018 through September 30, 2021), and Carus Chemical Corporation (from October 1, 2018 through September 30, 2021) be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of a Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL1603L5T121700), in the amount of \$33,792, as requested by the Community Development Department. *(Recommend the Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL1603L5T121700), in the amount of \$33,792, to the US Department of Housing and Urban Development (HUD) be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of a Resolution approving a variance to Chapter 38, Section 123 of the Bloomington City Code to allow a permit to be issued for the reconstruction of a driveway at 7 Brookstone Circle, as requested by the Public Works Department. *(Recommend the Resolution approving a variance to Chapter 38, Section 123 of the Bloomington City Code to allow a permit to be issued for the reconstruction of a driveway at 7 Brookstone Circle be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- L. Consideration of a Resolution designating and authorizing the project to relocate the Traffic Signal Controller Cabinet located at the northeast corner of Locust Street and Colton Avenue as a Redevelopment Project in the Empire Street Corridor Redevelopment Project Area, at an estimated cost of \$20,000, as requested by the Public Works Department and the Community Development Department's Office of Economic Development. *(Recommend The Resolution designating and authorizing a Redevelopment Project in the Empire Street Corridor Redevelopment Project Area at an estimated cost of \$20,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of a Resolution Waiving the Formal Bidding Process to approve an Agreement with the University of Illinois Veterinary College for Miller Park Zoo for Veterinary Services in an amount up to \$51,000 annually through June 30, 2023, as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the Resolution Waiving the Formal Bidding Process to approve an Agreement with the University of Illinois Veterinary College for Miller Park Zoo for Veterinary Services in an amount up to \$51,000 annually through June 30, 2023 be approved, the Mayor and City Clerk be authorized to execute the Resolution, and the City Manager and City Clerk be authorized to execute the Agreement.)*
- N. Consideration of an Ordinance amending the Fiscal Year 2019 Budget in the amount of \$59,100 to complete the Fire Service Memorial at Miller Park, as requested by the Fire and Parks, Recreation and Cultural Arts Departments. *(Recommend the Ordinance amending the FY2019 Budget, in the amount of \$59,100, to complete the Fire Service Memorial at Miller Park be approved, and the Mayor and the City Clerk be authorized to execute the necessary documents.)*
- O. Consideration of:
- (a) an Ordinance amending the Fiscal Year 2019 Budget to reallocate \$30,000 from the Engineering General Fund to the Capital Improvement Fund, and
 - (b) a Resolution authorizing a Change Order, in the amount of \$30,000, to the Fiscal Year 2019 Sidewalk Vertical Displacement Repair Program Contract awarded to Gildner, Inc. on April 23, 2018, as requested by the Public Works Department.

Recommend approving:

- (a) the Ordinance amending the FY19 Budget to reallocate \$30,000 from the Engineering General Fund to the Capital Improvement Fund, and*

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(b) the Resolution authorizing a Change Order, in the amount of \$30,000, to the FY19 Sidewalk Vertical Displacement Repair Program Contract awarded to Gildner, Inc. on April 23, 2018, and

(c) the Mayor and City Clerk be authorized to execute the necessary documents.

P. Consideration of an Ordinance (1) providing for the Vacation of a Utility Easement lying within the Drury Inn Subdivision and (2) approving a Final Plat of Resubdivision of Lots 3 & 4 in the Drury Inn Subdivision so Aldi, Inc. can prepare for a future grocery store location on Maple Hill Road, as requested by the Public Works Department. *(Recommend the Ordinance (1) providing for the Vacation of a Utility Easement lying within the Drury Inn Subdivision and (2) approving the Final Plat of Resubdivision of Lots 3 a 4 in the Drury Inn Subdivision, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

Q. Consideration of an Ordinance amending Chapter 38 of the Bloomington City Code to increase the fines for interfering with Traffic Control Devices and further defining same, as requested by the Public Works and Police Departments. *(Recommend the Ordinance amending Chapter 38 of the Bloomington City Code to enact a not less than \$250 nor more than \$500 fine for interfering with Traffic Control Devices be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

R. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 20 in Peoria Point from Cathleen C. Haas to Lake Bloomington K-20, LLC, as requested by the Water Department. *(Recommend the Lake lease transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents within six (6) months of Lake lease transfer approval, subject to completion of the following contingencies:*

1) the proposed lessee enter into a supplemental attachment to the lot lease incorporating the following as terms into the lease:

(a) the new lease holder will apply for permits, including an electrical permit, for existing non-leased marginal land and reservoir improvements;

(b) upon repair or replacement of the septic system the tank size will be brought up to Code;

(c) upon repair or replacement of the septic system the alarm for the pump system will be removed from the garage and installed in the residence; and

(d) if the septic system fails, the new lease holder is responsible for all costs associated with repair or replacement of the system;

2) any and all lease and refuse fees due to the City are paid in full; and

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3) *the City is provided with documentation of the sale of house located on the property.)*

- S. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 15, 2018, the request from Montgomery Pomeranke and Tiffany Haberbush to allow moderate consumption of alcohol, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 15, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- T. Consideration of the request by Keg Grove Brewery, located at 712 E. Empire Street, Bloomington, to remove from its license the condition that only beer made on the premises can be served or sold, in order to allow for the sale and serving craft beers produced off of the licensed premises, as requested by the City Clerk's Office. *(Recommend the request by Keg Grove Brewery, located at 712 E. Empire Street, Bloomington, to remove a condition on its liquor license to allow for types of craft beer to be served and sold on the premises other than those made on the premises be approved.)*

8. "Regular Agenda"

- A. Consideration of an Ordinance amending Chapter 6 of the Bloomington City Code to create a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and Amending Chapter 6 Section 7B to impose a fee for the new License Classification, as requested by the Legal Department. *(Recommend The Ordinance amending Chapter 6 of the Bloomington City Code creating a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and amending Chapter 6 Section 7B to impose a fee for the new License Classification be approved, and the Mayor and City Clerk be authorized to execute the necessary documents. (Presentation by Jeff Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 5 minutes.)*
- B. Consideration of an Ordinance amending Chapter 2 Section 15 of the Bloomington City Code changing the start time of Regular City Council meetings from 7:00 p.m. to 6:00 p.m., changing the start time of the Committee of the Whole meetings from 5:30 p.m. to 6:00 p.m., and approving a change to the Annual Schedule of Meetings, as requested by City Administration. *(Recommend the Ordinance amending the City Code Provisions on the Timing of City Council Meetings and a change to the Annual Schedule of Meetings be approved, and the Mayor and City Clerk authorized to execute the Ordinance.) (Presentation by Tim Gleason, City Manager, 5 minutes, City Council discussion, and 5 minutes.)*

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- C. Presentation, discussion, and direction regarding additional evaluation and implementation of several Proposed Insurance Programs for private residential water and Sewer Leak Protection, Water Service Line Protection, and Sewer Lateral Protection, as requested by the Water Public Works Departments. *(Recommend the City Council provide staff direction regarding additional evaluation and implementation of several proposed insurance programs for Private Residential Water and Sewer Leak Protection, Water Service Line Protection, and Sewer Lateral Protection.) (Presentation by Bob Yehl, Water Director, 20 minutes, City Council discussion, 20 minutes.)*

9. City Manager's Discussion

- A. Finance Director's Report

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session – *Cite Section*

- A. Review of Minutes – Section 2(c)(21) of 5 ILCS 120/2 (5 minutes)
- B. Collective Bargaining – Section 2(c)(2) of 5 ILCS 120/2 (10 minutes)

13. Adjournment

14. Notes

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RECOGNITIONS



Council Date: August 27, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Proclamation declaring August 2018 as Community Health Care Clinic, “Free and Charitable Clinic Month.”
- B. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to the following Officers who have completed probation:
 - (a) Hunter Clark
 - (b) Michael DeReu
 - (c) Anna Legner
 - (d) Brock Merritt
 - (e) Kenneth Nowatski
- C. Appointment of Meryl Brown to the Cultural Commission.
- D. Appointment of Garrett Thalgott to the Evergreen Cemetery Trustees.

PROCLAMATION
COMMUNITY HEALTH CARE CLINIC
“FREE AND CHARITABLE CLINIC MONTH”
AUGUST 2018

WHEREAS, recognizing the critical role free and charitable clinics play in caring for the medically underserved residents of Illinois, state legislators on May 31 passed Senate Resolution 1587 declaring August 2018 “Free and Charitable Clinic Month” and;

WHEREAS, The Illinois Association of Free and Charitable Clinics is promoting Free and Charitable Clinics Month to increase awareness of the work of free and charitable clinics and their need for donor and volunteer support; and

WHEREAS, an estimated 1,120,000 Illinois residents are ineligible for insurance under the Affordable Care Act and do not have a primary care doctor, despite Medicaid expansion; and

WHEREAS, while the Affordable Care Act has increased healthcare access, coverage gaps still remain because of affordability, transitions from job to job, immigration status and enrollment period cutoffs, plus a shortage of Medicaid providers outside major metro areas; and

WHEREAS, Illinois free and charitable clinics provide more than 162,000 visits to 100,000 patients annually, with volunteer health care professionals providing over 150,000 hours of services each year to those who’ve fallen through the cracks of our healthcare system in Illinois; and

WHEREAS, the Community Health Care Clinic (CHCC) is an IAFCC member and the only free and charitable clinic serving McLean County residents; and

WHEREAS, CHCC provides life-saving medical care to over 1,000 under- and uninsured McLean County residents annually; and

WHEREAS, patients receive medications, primary and specialty care and access to health education and wellness programs -- all free of charge; and

WHEREAS, as a not-for-profit organization the Clinic relies on volunteer and community support to carry out its mission; and

WHEREAS, with the help of its strategic partners, the Clinic turns every \$1 of support into \$15 worth of patient services and avoided health care administration costs; and

WHEREAS, The Clinic is celebrating Free and Charitable Clinics Month with the first ever Harvest for Health, a free harvest party and open house August 29 from 4-7 p.m. at the Clinic. The community is invited to tour our renovated building to learn about our programs and services and join us in our garden for food and fun. We’ll have craft beer from White Oak Brewing on tap, tacos, DJ, corn shucking contest, kids’ activities, petting zoo, door prizes and more.

NOW, THEREFORE I, Tari Renner do hereby declare August 2018 as **COMMUNITY HEALTH CARE CLINIC “FREE AND CHARITABLE CLINIC MONTH”** in the City of Bloomington and ask the Bloomington-Normal communities to come out, support and celebrate with the Clinic.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



SR1587

LRB100 21498 MST 38292 r

1 SENATE RESOLUTION

2 WHEREAS, The Illinois Association of Free & Charitable
3 Clinics improves access to quality healthcare for low-income
4 individuals who are uninsured or underinsured by strengthening
5 free and charitable clinics, fostering partnerships, educating
6 the public, and advocating for health policy; and

7 WHEREAS, Free and charitable clinics have a mission to
8 serve the uninsured and underinsured by providing a range of
9 healthcare services including medical, dental, pharmaceutical,
10 and mental and behavioral health; and

11 WHEREAS, Free and charitable clinics provide community
12 health education classes on a wide range of topics including
13 diabetes, hypertension, diet, exercise, home health, and
14 medicine administration; and

15 WHEREAS, It is estimated that 896,000 Illinois residents
16 and 32.3 million Americans were uninsured in 2016; Illinois has
17 the 8th highest uninsured population in the country, with 10.6%
18 of people ages 18-64 in the state uninsured; and

19 WHEREAS, The Illinois Association of Free and Charitable
20 Clinics operates over 40 free and charitable clinics across
21 Illinois located in both rural and urban areas of the state,

1 providing over 83,000 visits to approximately 68,000 patients
2 annually; and

3 WHEREAS, Doctors, nurses, and other healthcare
4 professionals provide more than 150,000 hours of volunteer
5 medical care every year in Illinois; and

6 WHEREAS, Free and charitable clinics in Illinois are truly
7 an invaluable resource for Illinois residents who are without
8 insurance or are underinsured; these clinics provide access to
9 life-saving medical care that would otherwise be unavailable or
10 more costly; therefore, be it

11 RESOLVED, BY THE SENATE OF THE ONE HUNDREDTH GENERAL
12 ASSEMBLY OF THE STATE OF ILLINOIS, that we declare August of
13 2018 as "Free and Charitable Clinic Month" in the State of
14 Illinois in order to create community awareness of the mission
15 and availability of free and charitable clinics across the
16 state so that residents who are without insurance or are
17 underinsured can receive access to vital medical care; and be
18 it further

19 RESOLVED, That we express our gratitude and admiration for
20 the important work the many free and charitable clinics,
21 volunteer doctors, nurses, and other healthcare professionals
22 do for our great citizens throughout the State of Illinois; and

1 be it further

2 RESOLVED, That a suitable copy of this resolution be
3 presented to the Illinois Association of Free & Charitable
4 Clinics as a symbol of our respect and esteem.

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the Board of Fire and Police Commissioners
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Hunter J. Clark

*Having been duly sworn
was appointed and commissioned a*

Police Officer

On

*the twenty sixth of September, two thousand and sixteen.
As Evidence thereof, we set our hand and seal*

A handwritten signature in cursive script, reading "Cari Renner".

Cari Renner
Mayor

A handwritten signature in cursive script, reading "Clay E. Wheeler".

Clay E. Wheeler
Chief of Police

A handwritten signature in cursive script, reading "Dean Messinger".

Dean Messinger
Chairman



A handwritten signature in cursive script, reading "Cherry Lawson".

Cherry Lawson
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the Board of Fire and Police Commissioners
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Michael A. DeRen

*Having been duly sworn
was appointed and commissioned a*

Police Officer

On

*the twenty sixth of September, two thousand and sixteen.
As Evidence thereof, we set our hand and seal*

Tari Renner

Tari Renner
Mayor

Clay E. Wheeler

Clay E. Wheeler
Chief of Police

Dean Messinger

Dean Messinger
Chairman



Cherry Lawson

Cherry Lawson
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the Board of Fire and Police Commissioners
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

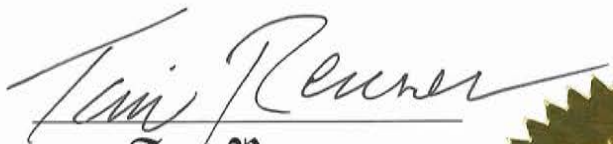
Anna E. Legner

*Having been duly sworn
was appointed and commissioned a*

Police Officer

On

*the sixteenth of April, two thousand and sixteen.
As Evidence thereof, we set our hand and seal*



Cari Renner
Mayor

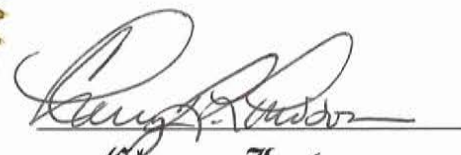


Clay E. Wheeler
Chief of Police



Dean Messinger
Chairman





Cherry Lawson
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the Board of Fire and Police Commissioners
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Brock D. Merritt

*Having been duly sworn
was appointed and commissioned a*

Police Officer

On

*the twenty sixth of September, two thousand and sixteen.
As Evidence thereof, we set our hand and seal*



Cari Renner
Mayor



Clay E. Wheeler
Chief of Police



Dean Messinger
Chairman





Cherry Lawson
City Clerk

City of Bloomington



Police Department

Police Officer's Commission

*By authority of the Board of Fire and Police Commissioners
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Kenneth M. Nowatski

*Having been duly sworn
was appointed and commissioned a*

Police Officer

On

*the fourth of April, two thousand and sixteen.
As Evidence thereof, we set our hand and seal*

Tari Renner

Tari Renner
Mayor

Clay E. Wheeler

Clay E. Wheeler
Chief of Police

Dean Messinger

Dean Messinger
Chairman



Cherry Lawson

Cherry Lawson
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of approving the Minutes of the August 13, 2018 Regular and Special City Council Meetings and the July 16, 2018 Joint Special Session City Council Meeting.

RECOMMENDATION/MOTION: The reading of minutes be dispensed and approved as printed.

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

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

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

Tim Gleason
City Manager

Attachments:

- August 13, 2018 Regular City Council Meeting Minutes
- August 13, 2018 Special Session City Council Meeting Minutes
- July 16, 2018 Joint Special Session City Council Meeting

**SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, AUGUST 13, 2018, 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, August 13, 2018.

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

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas (Absent), Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Bob Yehl, Water Director; Bob Mahrt, Community Development Director; Brian Mohr, Fire Chief; Melissa Hon, Assistant to the City Manager; Kevin Kothe, City Engineer; George Boyle, Assistant Corporation Counsel; and other City staff were also present.

Recognition/Appointments

A. Reappointment of Monica Bullington to the Connect Transit Board.

B. Appointment of Cody Hendricks to the Japanese Sister City Committee.

Public Comment

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Scott Stimeling

“Consent Agenda”

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

Motion by Alderman Hauman and seconded by Alderman Schmidt that the Consent Agenda be approved with the exception of Items 7D, 7E, 7H, and 7J.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A Consideration of approving the Minutes of the July 23, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$10,544,709.33. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$10,544,709.33, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of approving a Reappointment to the Connect Transit Board and an Appointment to the Japanese Sister City Committee. *(Recommend Monica Bullington be reappointed to the Connect Transit Board and that Cody Hendricks be appointed to the Japanese Sister City Committee.)*

The following was presented:

Item 7D. Consideration of a Road Dedication Agreement with Three M's, LLC (an Illinois Limited Liability Company) for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement project, in the amount of \$875, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement with Three M's, LLC for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement Project, in the amount of \$875, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)* ***Pulled from the Consent Agenda by Alderman Black.***

Motion by Alderman Painter and seconded by Alderman Black that the Road Dedication Agreement with Three M's, LLC for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement Project, in the amount of \$875, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7E. Consideration of a Road Dedication Agreement with Brad Barker Motors, Inc. (an Illinois Corporation) for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement project, in the amount of \$2,500, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement with Brad Barker Motors, Inc. for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement Project, in the amount of \$2,500, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)* ***Pulled from the Consent Agenda by Alderman Black.***

Motion by Alderman Painter and seconded by Alderman Black that the Road Dedication Agreement with Brad Barker Motors, Inc. for Right-of-Way Dedication and Temporary Easement, in conjunction with the G.E. Road and Keaton Place/Auto Row Drive Intersection Improvement Project, in the amount of \$2,500, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7F. Consideration of a Contract with Stark Excavating, Inc. for construction of sidewalk along West Washington Street and across two Union Pacific Railroad crossings (BID# 2019-08), in the amount of \$35,516.07, as requested by the Public Works Department. *(Recommend the Contract with Stark Excavating, Inc. (BID# 2019-08) for construction of sidewalk along West Washington Street and across two Union Pacific Railroad crossings (Bid #2019-08) in the amount of \$35,516.07 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7G. Consideration of a Resolution approving the installation of a Route 66 Experience Hub on public property at the Northeast corner of Jefferson Street and Main Street, in accordance with the requirements of Chapter 3, Section 6.4 of the Bloomington City Code, as requested by the Public Works Department. *(Recommend the Resolution approving the installation of a Route 66 Experience Hub on public property at the Northeast corner of Jefferson Street and Main Street in accordance with the requirements of Chapter 3, Section 6.4 of the Bloomington City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

RESOLUTION 2018 - 46

A RESOLUTION APPROVING THE INSTALLATION OF A ROUTE 66 EXPERIENCE HUB ON
PUBLIC PROPERTY AT THE NORTHEAST
CORNER OF JEFFERSON STREET AND MAIN STREET

The following was presented:

Item 7H. Consideration of (1) a Resolution Waiving the Formal Bid Process to approve Masonry Work for the Fire Service Memorial, (2) an Ordinance Amending the Fiscal Year 2019 Budget in the amount of \$59,100, and (3) a Contract with Keystone Construction Enterprises, Inc. for Masonry Work in the amount of \$33,264, as requested by the Fire and Parks, Recreation, and Cultural Arts Departments. *(Recommend (1) a Resolution Waiving the Formal Bid Process to approve Masonry Work for the Fire Service Memorial, (2) an Ordinance Amending the Fiscal Year 2019 Budget in the amount of \$59,100, (3) a Contract with Keystone Construction Enterprises, Inc. for Masonry Work in the amount of \$33,264 be approved, the Mayor and City Clerk be authorized to execute the Resolution and Ordinance and the City Manager and City Clerk be authorized to execute the Contract.)* **Pulled from the Consent Agenda by Staff.**

The following was presented:

Item 7I. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 15 in Block 3 in Camp Kickapoo from Jeff and Tracy Barth to Matt and Lucy Wisdom, as requested by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the following contingencies: (1) the new leaseholders apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six months of transfer; (2) the new leaseholders apply for an electrical permit for electrical installations on the non-leased marginal land; (3) any and all lease and refuse fees due to the City are paid in full; (4) the City is provided with documentation of the sale of the house located on the property; and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7J. Consideration of an Ordinance amending Chapter 6 of the Bloomington City Code to create a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and Amending Chapter 6 Section 7B to impose a fee for the new License Classification, as requested by the Legal Department. *(Recommend the Ordinance amending Chapter 6 of the Bloomington City Code creating a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and amending Chapter 6 Section 7B to impose a fee for the new License Classification be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)* **Pulled from the Consent Agenda by Alderman Painter.**

Motion by Alderman Sage and seconded by Alderman Mathy to postpone Item 7J for two weeks until the next regular scheduled Council Meeting on August 27, 2018 to allow changes to be made to the proposed ordinance.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7K. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 1, 2018, the request from Madison Jameson and Matthew Ganden to allow moderate consumption of alcohol, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 1, 2018, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE 2018 - 62

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON SEPTEMBER 1, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

“Regular Agenda”

The following was presented:

Item 8A. Administrative Review of a Zoning Board of Appeals decision to deny a petition for a variance to allow a six-foot reduction in the required rear yard setback for the property at 303 Seville Road, Case Z-12-18, as filed and requested by the Petitioner.

Recommend

- ~~1) The decision of the Zoning Board of Appeals passed June 20, 2018 be upheld and an ordinance denying the petition for a variance from Chapter 44 Section 6-40, request for a six foot reduction in the required rear yard, be passed and the Mayor and City Clerk be authorized to execute the necessary documents;~~

or, alternatively,

- 2) *The decision of the Zoning Board of Appeals passed June 20, 2018 be reversed and an ordinance approving the petition for a variance from Chapter 44 Section 6-40, request for a six foot reduction in the required rear yard, be passed, and the Mayor and City Clerk be authorized to*

execute the necessary documents.

(Presentation by Tim Gleason, City Manager, and Bob Mahrt, Community Development Director, 5 minutes, City Council discussion, 5 minutes.)

ORDINANCE

~~AN ORDINANCE DENYING A PETITION FOR VARIANCE FROM CHAPTER 44 SECTION 6-40
BULK REQUIREMENTS FOR SIX-FOOT REDUCTION IN THE REQUIRED REAR YARD
REQUESTED FOR THE PROPERTY LOCATED AT 303 SEVILLE ROAD~~

or, alternatively,

ORDINANCE 2018 - 63

**AN ORDINANCE ALLOWING A PETITION FOR VARIANCE FROM CHAPTER 44 SECTION 6-40
BULK REQUIREMENTS FOR SIX-FOOT REDUCTION IN THE REQUIRED REAR YARD
REQUESTED FOR THE PROPERTY LOCATED AT: 303 SEVILLE ROAD**

Motion by Alderman Schmidt and seconded by Alderman Hauman that the decision of the Zoning Board of Appeals passed June 20, 2018 be reversed and an ordinance approving the petition for a variance from Chapter 44 Section 6-40, request for a six foot reduction in the required rear yard, be passed, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of a Resolution designating and authorizing the project to reconfigure and resurface Front Street from Madison Street to Center Street, as a Redevelopment Project, in the Downtown-Southwest Redevelopment Project Area, at an estimated cost of \$250,000, as requested by the Public Works Department and the Community Development Department's Office of Economic Development. *(Recommend the Resolution designating and authorizing a Redevelopment Project in the Downtown-Southwest Redevelopment Project Area be approved, at an estimated cost of \$250,000, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Kevin Kothe, City Engineer, 5 minutes, City Council discussion, 5 minutes.)*

RESOLUTION 2018 - 47

A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AUTHORIZING A REDEVELOPMENT PROJECT IN THE DOWNTOWN-SOUTHWEST
REDEVELOPMENT PROJECT AREA
(Reconfiguration and Resurfacing of Front Street from Madison Street to Center Street)

Motion by Alderman Hauman and seconded by Alderman Schmidt that the Resolution designating and authorizing a Redevelopment Project in the Downtown-Southwest Redevelopment Project Area be approved, at an estimated cost of \$250,000, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

Adjournment

Motion by Alderman Hauman seconded by Alderman Painter adjourning the meeting. Meeting adjourned at 7:54 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

SPECIAL SESSION CITY COUNCIL MEETING

City Hall - Fishbowl Conference Room
109 East Olive Street, Bloomington, IL 61701
Monday, August 13, 2018; 5:30 PM

1. Call to Order

The Council convened in Special Session in the City Hall Fishbowl Conference Room, at 5:30 p.m., Monday, August 13, 2018. The meeting was called to order by Mayor Renner.

2. Roll Call

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

Aldermen Joni Painter, Diane Hauman, Mboka Mwilambwe, Scott Black, Jamie Mathy, Kim Bray, Karen Schmidt, David Sage, Amelia Buragas (Absent) and Mayor Tari Renner.

Staff present: Tim Gleason, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Nicole Albertson, Human Resource Director; Angie Brown, Assistant Human Resource Manager; Melissa Hon, Assistant to the City Manager; Greg Moredock, Counselor, Sorling Northrup; and Leslie Yocum, Contracts Administrator.

3. Public Comment

There were no comments offered.

4. Consideration of approving the minutes of the Special Meetings of June 14, and 11, 2018. (Recommend the reading of the minutes be dispensed and approved as printed.)

Motioned by Alderman Schmidt, seconded by Alderman Painter to approve the Special Meeting of June 14, and 11, 2018.

Ayes: Aldermen Mathy, Mwilambwe, Sage, Hauman, Painter, Schmidt, Bray, and Black

Nays: None

Motion carried.

5. Closed Session

- A. Claims Settlement –Section 2(c)(12) of 5 ILCS 120/2 (5 minutes)
- B. Land Purchase – Section 2(c)(5) of 5 ILCS 120/2 (40 minutes)
- C. Litigation – Section 2(c)(11) of 5 ILCS 120/2 (40 minutes)

Motioned by Alderman Hauman second by Alderman Painter to enter into a Closed Session Meeting for the purpose of per Section 2(c)(12) of 5 ILCS 120/2 and Section 2 (c) (5) of 5 ILCS 120.

Ayes: Aldermen Mathy, Mwilambwe, Hauman, Painter, Schmidt, Sage, Bray, and Black

Nays: None

Motion Carried.

6. Adjourn Closed Session

Mayor Renner asked for a motion to adjourn the Closed Session Meeting.

Motion by Alderman Bray seconded by Alderman Schmidt to adjourn the Closed Session Meeting and return to Open Session.

Motion Carried (Viva Voce).

7. Return to Open Session

Mayor Renner asked for a motion to return to the Open Session Meeting.

Motion by Alderman Black seconded by Alderman Painter to return to the Open Session Meeting.

Motion Carried (Viva Voce).

8. Adjourn (*Approximately 6:40 p.m.*)

Mayor Renner asked for a motion to adjourn the Meeting.

Motion by Alderman Black seconded by Alderman Painter to adjourn. Time: 6:45 PM.

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

Nays: None

Motion carried.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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

**SUMMARY MINUTES OF THE SPECIAL SESSION CITY COUNCIL MEETING
ASTROTH COMMUNITY EDUCATION CENTER
HEARTLAND COMMUNITY COLLEGE
1500 W. RAAB ROAD, NORMAL, MCLEAN COUNTY, ILLINOIS
MONDAY, JULY 16, 2018.**

1. CALL TO ORDER:

Mayor Renner called the Special Meeting of the City of Bloomington to order at 5:05 p.m. and directed the Clerk to call the roll.

2. ROLL CALL:

Aldermen Joni Painter, Diane Hauman, Mboka Mwilambwe, Scott Black, Jamie Mathy, Kim Bray (arrived 5:04 PM), Karen Schmidt, David Sage, Amelia Buragas and Mayor Tari Renner.

Staff present: Steve Rasmussen, Interim City Manager; Nicole Albertson, Human Resource Director; Ashley Lara, Legislative Assistant; Scott Rathbun, Interim Finance Director; Scott Sprouls, IS Director; Austin Grammer, Economic Development Coordinator and Melissa Hon, Assistant to the City Manager.

Mayor Chris Koos called the Special Meeting of the Normal Town Council to order at 5:05 p.m., Monday, July 16, 2018 and directed the Clerk to call the roll.

Mayor Chris Koos and Councilmembers R.C. McBride, Kathleen Lorenz, Scott Preston, Jeff Fritzen (absent), Chamberly Cummings (absent), and Kevin McCarthy (absent).

Staff present: Pamela Reece, City Manager; Teri Legner, Assistant City Manager; Brian Day, Corporation Counsel and Angie Huonker, Town Clerk.

3. PLEDGE OF ALLEGIANCE:

Mayors Renner and Koos led the Pledge of Allegiance to the Flag.

4. PUBLIC COMMENT:

Karl Sila spoke in opposition of a multi-sport facility.

5. PRESENTATION OF INFORMATION ON THE FEASIBILITY STUDY
AND ECONOMIC IMPACT ANALYSIS OF A MULTI-SPORT COMPLEX BY
SPORTS FACILITIES ADVISORY (SFA):

Mr. Evan Eleff, Executive Vice President of Sports Facilities Advisory, presented a summary of findings on the feasibility of a multi-sport complex and the economic impact it could have on the community.

Members of the Town of Normal and City of Bloomington Councils and the Bloomington Normal Convention and Visitors Bureau Board asked questions regarding the timeframe of viability of the findings, possible funding opportunities, marketing and attraction processes, and long-term impact to the community. Mr. Eleff responded.

Mayor Chris Koos stated it was time to take a hard look at the findings, indicating the need to determine affordability and whether each government body wants to proceed with the complex would be the next steps. Mayor Tari Renner agreed.

6. ADJOURNMENT:

Mayor Renner asked for a motion to adjourn the Meeting.

Motion by Alderman Hauman seconded by Alderman Schmidt to adjourn. Time: 12:10 PM.

Ayes: Aldermen, Painter, Bray, Schmidt, Black, Mwilambwe, Buragas, Hauman and Mathy.

Nays: None

Motion carried.

Mayor Koos asked for a motion to adjourn the Meeting.

Motion by Council member seconded by Council member Lorenz to adjourn the Meeting. Time: 6:15 PM

AYES: Council members McBride, Lorenz, Preston, Koos.

NAYS: None.

ABSENT: Council members Fritzen, Cummings, McCarthy.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: August 27, 2018

SUBJECT: Consideration of approving Bills, Payroll, and Procurement Card Purchases in the amount of \$5,500,936.75.

RECOMMENDATION/MOTION: The Bills, Payroll, and Procurement Card Purchases be allowed in the amount of \$5,500,936.75, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$5,500,936.75 (Payroll total \$2,572,323.06, Accounts Payable total \$2,801,601.38, and Procurement Card Purchases total \$127,012.31).

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", written over a horizontal line.

Tim Gleason
City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT					
Council of August 27, 2018					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
8/10/2018	\$ 256,177.80	\$ 80,901.62	\$ 337,079.42		
8/16/2018	\$ 1,492,769.60	\$ 385,705.17	\$ 1,878,474.77		
8/17/2018	\$ 241,510.95	\$ 80,144.78	\$ 321,655.73		
8/2/2018-8/17/2018	\$ 31,011.74	\$ 4,101.40	\$ 35,113.14		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,572,323.06		
ACCOUNTS PAYABLE (WIRES)				PCARDS	
Date	Bank	Total		Date Range	Total
8/27/2018	AP General	\$ 2,569,317.01			
	AP JM Scott			7/1/2018-7/31/2018	\$ 127,012.31
8/13/2018	AP Comm Devel	\$ 20,413.81		PCARD GRAND TOTAL	\$ 127,012.31
8/13/2018	AP IHDA				
8/13/2018	AP Library	\$ 43,668.95			
8/13/2018	AP MFT	\$ 259.46			
8/14/2018-8/21/2018	Out of Cycle	\$ 167,942.15			
	AP Bank Transfers				
	AP GRAND TOTAL	\$ 2,801,601.38			
		TOTAL			\$ 5,500,936.75
			Respectfully,		
				F. Scott Rathbun	
				Finance Director	



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: August 27, 2018

SUBJECT: Consideration of Approving Appointment to Various Boards and Commissions.

RECOMMENDATION/MOTION: Meryl Brown be appointed to the Cultural Commission and that Garrett Thalgott be appointed to the Evergreen Cemetery Trustees.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Cultural Commission. Meryl Brown to the Cultural Commission. Meryl will be fulfilling the term previously held by Loreto Delgado III who resigned 4-4-18. Meryl's term is effective immediately and will expire 4-30-20 at which time she will be eligible to reapply. Application is on file in the Administration Office.

Evergreen Cemetery Trustees. Garrett Thalgott to the Evergreen Cemetery Trustees. Garrett will be fulfilling the term previously held by Eugene Lorch who resigned 7-31-18. Garrett's term is effective immediately and will expire 3-30-21 at which time he will be eligible to reapply. 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, cursive script.

Tim Gleason
City Manager

Attachments:

- Roster

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	04/30/19	2016	11/14/16									
x	Vice Chair	Scott	Koets	04/30/21	2016	04/23/18									
x		Jeff	Crabill	04/30/21	2018	06/25/18									
x	Resigned	Nikita	Richards	04/30/19	2016	11/28/16									
x		Ronald	Crick	04/30/19	2017	05/22/17									
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18									
x		Carole	Ringer	04/30/19	2010	03/28/16									
x	Rsgnd 4/4/18	Loreto	Delgado III	04/30/20	2017	05/22/17									
x		Jesse	Smart	04/30/21	2016	4/23/2018									
x		Jamie	Mathy	04/30/20	2014	06/12/17									
	Staff	Bob	Mahrt				bmahrt@cityblm.org						434-2825		
	Staff	Tricia	Stiller				tstiller@cityblm.org						434-2764		
	Staff												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: 14

Type: Internal

City Code: Chapter 2, Section 81

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 2nd and 4th Thurs of each month at 7:30 am - Creativity Center Conference Room

Number of Vacancies: 2

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes:

Evergreen Cemetery Trustees

Info from Township

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration Date	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
	President	Eugene	Lorch	03/30/21	06/22/15	2005									
		Joe	Gibson	03/31/23	06/30/16	2016									
	Vice President	Greg	Fraley	03/30/19	06/22/15	2015									

Details:

Term: 6 years

Term Limit per City Code: none - governed by Township

Members: 3 members

Number of members the Mayor appoints: Township Supervisor Coordinates for Appointment

Type: Internal

City Code:

Required by State Statute: Yes. Under the Public Graveyards Act: "In a township coterminous with a municipality, cemetery trustees are appointed by the governing authority of the municipality, with one trustee appointed in each odd-numbered year for a term of 6 years. In the event of a vacancy, a replacement trustee is appointed by the township board for a 6 year term."

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings:



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Parks, Recreation and Cultural Arts and Public Works

SUBJECT: Consideration of the Purchase of two (2) pieces of equipment required for one (1) Six Yard Refuse Packer from Central Illinois Trucks and Rantoul Truck Center, using the Sourcwell contract, in the amount of \$128,321.93, and authorization to dispose of a 2012 International 4300 by public auction, as requested by the Parks, Recreation and Cultural Arts and Public Works Departments.

RECOMMENDATION/MOTION: (1) The purchase of two (2) pieces of equipment required for one (1) Six Yard Refuse Packer: one (1) 2019 Kenworth T270 truck chassis from Central Illinois Trucks, using the Sourcwell contract (Contract #081716-KTC, exp. 11/15/2020), in the amount of \$77,215, and one (1f) New Way 6RL Diamondback Six Yard Packer body, with installation, from Rantoul Truck Center, using the Sourcwell contract (Contract #112014-NWY, exp. 12/16/18), in the amount of \$51,106.93, for a total cost of \$128,321.93, be approved, the Procurement Manager be authorized to issue a purchase order; and (2) City staff be authorized to dispose of a 2012 International 4300 by public auction.

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: Parks, Recreation and Cultural Arts is recommending the purchase of one (1) Six Yard refuse packer in the amount of \$128,321.93. Parks, Recreation and Cultural Arts has a 2012 International 4300 with a six yard packer body that is due for replacement this fiscal year. The unit has 83,050 miles and 8,470 hours. Recent mechanical issues have included the air conditioning system, instrument cluster, engine fuel injectors, hydraulics, engine emission system, exhaust regeneration system, engine electrical, and body electrical. Total maintenance cost to date is \$28,291.11. The Parks, Recreation and Cultural Arts Department will use the new unit to collect refuse from all City parks and Constitution Trail. Staff respectfully requests to have the replaced unit declared as surplus so that it can be sold in a public auction on Publicsurplus.com or Govdeals.com.



Sourcewell, formerly known as National Joint Power Alliance (NJPA), is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member 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 budget amount of \$163,193 is included in the FY 2019 Adopted Budget under the Capital Lease-Capital Outlay Licensed Vehicles (40110139-72130). Stakeholders can locate this in the Budget Book titled “Other Funds & Capital Improvement” on pages 83 and 85. The new unit will cost \$128,321.93, which will realize a savings of \$34,871.07 when compared to the budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Superintendent of Fleet Maintenance
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jay Tetzloff, Director-Parks, Recreation and Cultural Arts

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Proposal 1 Unit 718 Refuse Packer Replacement
- Proposal 2 Unit 718 Refuse Packer Replacement
- Supporting Document Unit 718 Refuse Packer Replacement



NJPA Contract# 081716-KTC

New Truck Proposal – 6YD Rear Packer Truck Specifications

July 22th, 2018

Contact: Rob Krones

Contact: Sean Calhoun

Buyer Information: City of Bloomington

Medium Duty Truck Sales

Address: 109 East Olive St. Bloomington, IL 61701

200 W. Northtown Rd. Normal, IL 61761

Phone: 309-454-9638

309.452.8392 scalhoun@cittrucks.com

Kenworth Specifications

2019 Kenworth T270 4x2/ 153" wheelbase/84" cab to axle/

Paccar PX7 260 HP/ horizontal exhaust under cab/2-speed fan Hub/2 batteries/

Sales Price \$74,297.00

body builder harnesses/Allison 3000 RDS 6-Speed/Dana

Extended Warranties \$2,998.00

D800F front axle rated at 8k/8K Hydraulic brakes/8K front spring/8k power

steering gear/Dana S19-130 rear axle rated at 17.5k/Hydraulic rear brakes/

Freight Included

4S-4M anti-lock brake system/Reyco 79KB rear Suspension rated at 20k/

Total \$77,215.00

front tires-Bridgestone R238 245-70/195/ rear tires-Michelin XDS2 245/70R22.5/

Aluminum Wheels/frame-9-7/8 x 1/4 /frame RBM 1,254,767 in-lbs per

rail /battery box LH side BOC /56 gal fuel tank mtd LH under cab/11 gallon DEF tank

mtd LH Under cab/2 spare Switches/Driver seat air HB vinyl/Passenger seat IB vinyl

/AM-FM-WB-USB-Bluetooth radio/single air horn under Cab/aerodynamic chrome

Extended Warranties:

Basic Vehicle 3 yrs/100,000 Miles

heated & powered mirrors/power windows/ LED marker lights/halogen headlights/

Engine/Aft. 5 yrs/100,000 Miles

Sw. & wiring for C/I light bar/wiring for trailer elec. brake controller/back-up alarm

circuit breakers/Bendix air dryer/ Paint- White L0006 base coat clear coat.

Allison 5 yrs/Unlimited Miles

CIT Representative

Signature of Buyer

PO#

Payment due upon delivery





Driving The Difference.

NJPA Contract # 112014-NWY

Quote for: City of Bloomington

109 E Olive St

Bloomington, IL 61701

NJPA Member #25014

Dealer: Rantoul Truck Sales

Date: 6/27/2018

Part No.	Description	NJPA Price
8053	6RL Diamondback (84" CA)	
DB4001	Complete Mount	
DB4023	Auto-Trans (Hot Shift w/Overspeed) w/Pump	
DB4071	Halogen Work Lights ((2)mounted inside upper tailgate shining in hopper)	
DB4073	Strobe Light (Surface Mount)	
DB4074	Integrated Strobe Light Package System - 2 round lights mounted upper tailgate	
DB4092	Fire Extinguisher--10lb. (standard on mounted units) Triangle Kit (standard on mounted units) 5.6" Color Flat Screen w/ Audio	
DB4120	Acrylic Urethane Enamel White 1-Year Hydraulic Warranty 2-Year Cylinder Warranty 1-Year Body Warranty Nylon Sleeves on Hoses	
D4053	Perkins Barrel Style Lifter D6098 (2 valve sections included)	

Total Price per NJPA Contract #112014-NWY

\$51,106.93

Purchase Order must include Purchase Order #, Date of Purchase, NJPA Contract #,
NJPA Member #, Bill To & Ship To Address and Total Purchase Amount.

Signature

Date



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CIT Trucks C250
200 W. Northtown Rd

CITY OF BLOOMINGTON
109 E. Olive St.

Normal, Illinois United States 61761
Phone: (309) 452-8392
Fax:
Email:

Bloomington, Illinois United States 61701
Phone: (309) 434-2296
Fax:
Contact Email: rkrones@cityblm.org
Prepared for: Rob Krones

Vehicle Summary

	Unit	Chassis	
Model:	T270 Series Conventional	Fr Axle Load (lbs):	8000
Type:	FULL TRUCK	Rr Axle Load (lbs)	17500
Description:	17.5k Rear	G.C.W. (lbs):	25500
	Application	Road Conditions:	
Intended Serv.:	Refuse hauler. Vehicles	Class A (Highway)	90
	which haul refuse,	Class B (Hwy/Mtn)	10
Commodity:	Refuse/recycled material	Class C (Off-Hwy)	00
	Body	Class D (Off-Road)	00
Type:	Refuse, other	Maximum Grade:	6
Length (ft):	11.0	Wheelbase (in):	153
Height (ft):	8.0	Overhang (in):	40
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	68
	Trailer	Cab to Axle (in):	85
No. of Trailer Axles:	0	Cab to EOF (in):	125
Type:		Overall Comb. Length	234
Length (ft):	0.0	(in):	
Height (ft):	0.0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-State	
Corner Radius (in):	0		
	Restrictions		
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

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Printed: 7/22/2018 1:35:53 PM
Effective Date: Jul 1, 2017
Prepared by: ID: scalhoun

Complete

Model Number: T270 Series Conventional
Quote/DTPO/CO: Q33425110
Version Number: 40.30



CIT Trucks C250
200 W. Northtown Rd

CITY OF BLOOMINGTON
109 E. Olive St.

Normal, Illinois United States 61761
Phone: (309) 452-8392
Fax:
Email:

Bloomington, Illinois United States 61701
Phone: (309) 434-2296
Fax:
Contact Email: rkrones@cityblm.org
Prepared for: Rob Krones

Data	Code	Description	\$ List	Weight
Model				
0000270	O	T270 Series Conventional Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	86,705	9,514
0070005	O	T270 Class 6: medium-duty Conventional.	0	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	100	0
0090011	O	Class 6 4x2 automatic.	0	0
0091260	O	Refuse/recycled material	0	0
0093091	O	Refuse hauler. Vehicles which haul refuse, recycled material, etc. Includes Roll-on/roll-off container movement, as well as hauling refuse from transfer stations to landfills. Typically includes operation in landfills, over rough, uneven surfaces. Road usage: any combination, which includes some Class B.	0	0
0095080	O	Refuse, other	0	0
0098025	O	U.S. Domestic Registry, 50-State	0	0

Engine & Equipment

0120262	O	PACCAR PX-7 260 2017 260@2400 250@2600 660@1600 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 120...Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09260 P14 70...Maximum Accelerator Pedal Vehicle Speed N09300 P19 70...Maximum Cruise Speed N09360 N203 252...Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0....Reserve Speed Limit Offset N09440 P11 NO...Engine Protection Shutdown N09460 P06 NO...Gear Down Protection N09480 P26 1400...Max PTO Speed N09500 P02 NO...Cruise Control Auto Resume	2,287	0
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Data	Code	Description	\$ List	Weight
		N09520 P04 NO...Auto Engine Brake in Cruise		
		N09540 N209 0....Expiration Distance		
		N09560 P520 YES..Enable Idle Shutdown Park Brake Set		
		N09580 P32 5....Timer Setting		
		N09600 P233 YES..Enable Impending Shutdown Warning		
		N09620 P234 60...Timer For Impending Shutdown Warning		
		N09640 P516 35...Engine Load Threshold		
		N09680 P33 NO...Idle Shutdown Manual Override		
		N09720 P230 YES..Enable Hot Ambient Automatic Override		
		N09740 P46 40...Low Ambient Temperature Threshold		
		N09760 P56 60...Intermediate Ambient Temperature Threshold		
		N09780 P47 80...High Ambient Temperature Threshold		
1000156	O	Prospector Version 42.0 Replaces 41.2	0	0
1000306	O	T300: 4x2 truck w/hydraulic brakes.	0	0
1000307	O	Accessory air system T300 4 x 2 hydraulic brakes. Includes an air system pressure gauge.	1,539	0
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Override	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0	0
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0	0
1105260	O	Fan Hub: Horton 2-Speed for PX-7	258	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0	0
1160205	O	Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T660, T680, and T300 (Medium Duty).	209	2
1247138	O	Exhaust: 2017 EPA RH Under Cab DPF/SCR For PX-7 w/ Horizontal Tailpipe.	2,034	0
1321109	S	Fuel Filter:PACCAR Standard Service Interval Fuel/Water Separator. 2017 Emissions	0	0
1321200	O	Run Aid:None *For Fuel Filter	0	0
1321305	O	Start Aid:12V Heat *For Fuel Filter	61	1
1500035	O	Engine block heater plug mounted LH fender bracket.	22	0
1504006	O	Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	110	2
1816160	S	Alternator: 160 amp brush type T3	0	0

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1821220	S	Batteries: 2 PACCAR GP31 threaded post (700-730) 1400-1460 CCA dual purpose.	0	0
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	38	0
Transmission & Clutch				
2011203	O	Transmission: Allison 3000RDS 5-speed w/PTO drive gear. 5th Gen Controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	11,676	291
2406440	O	Driveline: 2 Dana SPL140 1 centerbearing.	778	44
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410204	O	Delete Allison Fuel Sense	0	0
2410244	O	J1939 Park Brake Auto Neutral	0	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	72	0
Front Axle & Equipment				
2500881	O	Dana Spicer D800F Front Axle rated 8K 3-1/2in. drop, hydraulic brakes.	835	-82
2603007	O	Front brakes included w/ front hub package for hydraulic brakes only. Brakes included w/ front hub package hydraulic brakes only.	0	0
2703000	O	Front Brake: 8,000 lb.hydraulic brake package 2x66mm. disc brakes, rotors, iron 10-bolt hub pilot hubs, hub caps, oil seals & dust shields. For use w/ 22.5in. wheels or alcoa aluminum 19.5in.x7.5in. wheels, code 5042236.	-890	-111
2860006	O	Front Springs: Taperleaf 8K w/ shock absorbers for use on 2010+ chassis w/ 19.5in. wheels only. Not for use on T170.	0	-14
2895004	O	Single power steering gear: 8K for hydraulic brakes.	263	-23
2900004	O	Front Frame Raised 0.6 inches. for ground clearance with 19.5 in. tires	0	0
Rear Axle & Equipment				
3021081	O	Dana S19-140 19K rated at 18K, single rear axle w/ hydraulic brakes.	1,084	-82

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Data	Code	Description	\$ List	Weight
3200557	O	Rear Axle Ratio - 5.57.	0	0
3300001	O	Single rear brakes included w/rear hub package for hydraulic brakes only.	0	0
3403000	O	18K hydraulic brake package includes 2x66 mm. disc brakes, rotors, iron 10-bolt hub pilot hubs, hub caps, oil seals and Dust Shields for use w/ 22.5in. wheels or Alcoa aluminum 19.5in.x7.5in. wheels, code 5242236.	0	-171
3485001	O	Bosch Parking Brake 3x12 in. high lever actuated. Axle mounted for medium duty.	-136	2
3495013	O	Meritor WABCO 4S/4M anti-lock brake system. T300: w/ hydraulic brakes only. K300 all configurations.	1,172	0
3626479	S	Rear suspension: single Reyco 79KB taperleaf 20K. Medium-duty. Unladen Height: 9 in. Laden Height: 7.6 in. Not rear air disc brake compatible.	0	0
Tires & Wheels				
4070727	O	Front Tires: Bridgestone R238 245/70R19.5 16PR	-113	-70
4217166	O	Rear tires: Michelin XDS2 245/70R19.5 16PR	-130	76
4900004	O	Rear Tire Quantity: 4	0	0
5042236	O	Front Wheel: Accuride 29685 19.5x7.50 aluminum hub-pilot mount, required w/2x66 mm. 10-bolt mounting. For hydraulic brakes only. 6700lb. maximum rating.	379	-57
5242236	O	Rear Wheel: Accuride 29685 19.5x7.50 aluminum hub-pilot mount, required with 2x66 mm. 10-bolt mounting. For hydraulic brakes only. 6700lb. maximum rating.	758	-114
5900004	O	Rear Wheel/Rim Quantity: 4	0	0
Frame & Equipment				
6050605	O	Frame Rails: 9-7/8 x 1/4 steel to 308 in. Truck frame weight is 2.10 lb.-in. per pair of rails. Section modulus is 10 cu in, RBM is 1,254,767 lbs. per rail. 120,000 PSI. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	-225	-200
6308710	S	Bumper: Aerodynamic, Painted. Requires a bumper setting code.	0	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0	0
6321005	O	Removable Front Tow Hooks: 2.	250	15
6390103	S	Front mudflaps.	0	0
6404411	O	Battery box: Narrow steel parallel under cab with aluminum diamond plate cover with step. LH under cab. Battery box is 150 mm narrower than the standard battery box. Use with two or three batteries and small round DEF tank LH under cab. Air tanks will be frame mounted. Air dryer must be frame mounted or under the hood. Use with RH under exhaust.	298	-25

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Data	Code	Description	\$ List	Weight
6409901	O	Battery box location: LH Side.	0	0
6451059	O	T270/370 Non-polished 2010 or later DPF/SCR cover with cab access step assembly, RH under. End plates will be painted standard black frame color.	0	0
6490122	S	One-piece welded crossmember assembly with 12mm frame fasteners, center and rear frame. Standard crossmember.	0	0
6491011	O	One clear frame space area without custom frame layout. Use with first clear frame space area code or customer-installed APU code when not using a custom frame layout code.	296	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0	0

Fuel Tanks & Equip

7014056	O	Fuel Tank: 56 US gallon 22in. aluminum BOC replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	83	-45
7722011	O	Small round DEF tank. 11 gallons of usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	263	0
7814014	O	Steel raised tank supports 1 in.BOC. For one T3 22in. fuel tank only.	154	0
7889061	O	Polished stainless steel tank straps for 1 tank.	61	0
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0	0
7889604	O	DEF tank location is on the LH.	0	0
7940056	O	Location: 56 gal fuel tank LH behind cab	0	0

Cab & Equipment

8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0	0
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0	0
8108010	S	Cab heater: W/Integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0	0
8201200	O	Adjustable telescoping tilt steering column.	556	10
8208495	O	Two spare switches: Wired to power.	76	0

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Data	Code	Description	\$ List	Weight
8282004	O	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	231	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0	0
8330003	S	Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0	0
8410191	O	Driver seat: Kenworth Air cushion Plus HB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6- 23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	132	2
8480180	O	Rider seat: Kenworth Toolbox Plus IB vinyl. W/dual armrests.	52	-4
8601421	O	Kenworth Radio with AM/FM/WB/USB and Bluetooth	352	4
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	86	0
8700154	O	Self cancelling turn signal: W/head light dimmer switch.	21	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0	0
8800400	O	Grabhandle: LH inside door frame above dash.	29	0
8832115	O	Daylite Door: LH/RH includes RH peeper window	0	0
8841411	O	Single air horn under cab.	102	3
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0	0
8865000	O	Mirror: Dual Kenworth aerodynamic heated motorized 7 in. x 13 in. mirrors. Mirror shell painted cab color, mirror arms black. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8- 1/2 ft load width. Switch located on door pad.	452	26
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	119	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	553	24
Lights & Instruments				
9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0	0

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Data	Code	Description	\$ List	Weight
9022137	O	Marker Lights: Five, rectangular, LED	97	0
9030010	S	Turn Signal Lights: Mounted on fender	0	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	105	4
9090312	O	Body Builder Lighting Harness Coiled End Of Frame For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	110	0
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	36	0
Air Equipment				
9101215	S	Air Dryer Bendix AD-1S heated Puraguard	0	0
Extended Warranty				
9200007	O	Base Warranty - PACCAR PX-7 Engine 36 months / Unlimited miles & km / Unlimited hours.	0	0
9200022	S	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0	0
Miscellaneous				
9400072	O	Ship to Dealer.	0	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	42	4
9490404	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.	121	11
Paint				
9700000	O	Paint color number(s). N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK N97700 BUMPER L0006 WHITE	0	0
9943001	O	Bumper Painted Color A	80	0
9943050	O	Day Cab Standard Paint	0	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 7/22/2018 1:35:53 PM
Effective Date: Jul 1, 2017
Prepared by: ID: scalhoun

Complete

Model Number: T270 Series Conventional
Quote/DTPO/CO: Q33425110
Version Number: 40.30



Data	Code	Description	\$ List	Weight
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Total Adjusted Price (W/O Freight & Warranty & Surcharges)	\$113,643
Freight Charge	\$2,225
Options Not Subject to Discount	\$0
Surcharges Not subject to Discount	\$0
Total Weight	9037 lb

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	7/22/2018 1:35:53 PM	Complete	Model Number:	T270 Series Conventional
Effective Date:	Jul 1, 2017		Quote/DTPO/CO:	Q33425110
Prepared by:	ID: scalhoun		Version Number:	40.30



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Parks, Recreation and Cultural Arts

SUBJECT: Consideration of the Purchase of one (1) mower from MTI Distributing of Springfield, IL using the State of Illinois Joint Purchase Contract, in the amount of \$53,431.55, as requested by the Parks Maintenance Division of the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: The Purchase of one (1) Toro Ground Master 4000 Mower from MTI Distributing of Springfield, IL using the State of Illinois Joint Purchase Contract # 4018513 (expires 03/21/2021) in the amount of \$53,431.55, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: This purchase is to replace unit # 707. Unit 707 was purchased in 2006 and has around 5,000 hours on it and has a broken axle. There is no trade value and it will be placed on auction for parts. The new machine has the same cutting radius (11') as the old. Its primary use will be on the east side of town on wide open green spaces and athletic fields. Staff respectfully requests to have the replaced unit declared surplus and sold at public auction at publicsurplus.com or govdeals.com.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Parks Recreation and Cultural Arts, MTI distributing 8901 Springdale Avenue, Berkley MO 63134.

FINANCIAL IMPACT: Funds in the amount of \$55,000 are included in the FY 2019 Budget under the Capital Lease-Capital Outlay Equipment Other than Office account (40110139-72140). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 83 and 85. The actual cost of \$53,431.55, if the purchase is approved, will realize a \$1,568.45 savings versus the budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Robert Moews, Superintendent of Parks

Reviewed By:

Jay Tetzloff, Director of Parks, Recreation,
and Cultural Arts

Finance & Budgetary Review By:

Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal Review By:

Jeffrey R. Jurgens, 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

- Specifications
- Illinois State Contract



MTI Distributing
Equipment Proposal
May 31, 2018



Expiration Date: 7/15/2018

Bob Moews
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

ILLINOIS STATE CONTRACT PRICING

Qty	Model Number	Description	Unit Price	Price Extension
1	30609	Groundsmaster 4000-D (Tier 4 Final Compliant)	\$51,802.55	\$51,802.55
				TOTALS
				Equipment Total \$51,802.55
				Toro Protection Plus \$0.00
				Trade Ins \$0.00
				Estimated Sales/Use Tax Exempt
				Total \$51,802.55

Qty	Model Number	Description	Unit Price	Price Extension
Optional Accessories for GM4000-D				
1	30669	Universal Sunshade - White	\$595.80	\$595.80
1	30691	Lights Adapter Kit (required for road light kit)	\$179.10	\$179.10
1	30414	North American Road Light Kit	\$854.10	\$854.10

Quote is valid for 30 days

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

Equipment delivery at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

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

Ryan Jerome

Karen Wangenstein



MTI Distributing
Equipment Proposal
May 31, 2018



Expiration Date: 7/15/2018

Bob Moews
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

ILLINOIS STATE CONTRACT PRICING

Qty	Model Number	Description	Unit Price	Price Extension
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1	30414	North American Road Light Kit	\$854.10	\$854.10

Quote is valid for 30 days

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Equipment delivery at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

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

Ryan Jerome

Karen Wangenstein



2018- 2021 IL State Mower Contract for Toro Products

Contract# 4018513

For More
Information
www.toro.com



Toro Groundsmaster 4000-D Mower (30609)

- 11' width of cut
 - SmartCool System- reversing fan
 - 55hp Yanmar diesel Tier4 final diesel engine
- Commodity #3523-549-2217/ 3523-549-2218

\$51,802.55

\$76,358.40

Toro Groundsmaster 5900-D Mower (31698)

- 16' width of cut
 - SmartCool System- reversing fan
 - Standard on board information center provides maintenance reminders & notifications of potential problems
 - 72hp Yanmar 3.3L Tier4 final diesel engine
- Commodity #3523-549-2220



Toro Groundsmaster 4700-D Mower (30882)

- 12.5' width of cut
 - Contour striping minimizes scalping
 - SmartCool System- reversing fan
 - 55hp Yanmar diesel Tier4 compliant engine
- Commodity #3523-549-2219

\$72,511.00

\$11,658.90

Toro 52" Z-Master Commercial Zero Turn (74266)

- 25hp Kubota diesel engine
 - 1"- 5.5" Height of cut
 - 7- Gauge heavy duty TURBO FORCE deck
- Commodity #3523-549-2204



Toro 60" Z-Master Commercial Zero Turn (74267)

- 25hp Kubota diesel engine
 - 1"- 5.5" Height of cut
 - 7- Gauge heavy duty TURBO FORCE deck
- Commodity #3523-549-2205

\$12,025.86

Contract Valid 03/02/2018- 03/01/2021

Photos are for visual reference only. Units are base configurations in state contract. Accessories for Toro and other are available at an additional cost. Contract was bid by MTI Distributing on behalf of all Toro distributors in Illinois.

Ryan Jerome (Central IL)
314.871.1122

Tom Brown (Southern IL)
612.877.0826

Ben Cole (Northwest IL)
612.868.4346

Karen Wangenstein (Order Processing)
761.802.6643

Master Blanket Purchase Order 18-416CMS-BOSS4-P-621

Header Information

Purchase Order Number:	18-416CMS-BOSS4-P-621	Release Number:	0	Short Description:	MC Mowers, Trimmers, Blowers
Status:	3PS - Sent	Purchaser:	Jack Eck	Receipt Method:	Quantity
Fiscal Year:	2018	PO Type:	Blanket	Minor Status:	
Organization:	CMS - Central Management Services				
Department:	BOSS41610 - Strategic Sourcing	Location:	AG001 - Strategic Sourcing	Type Code:	Competitive Sealed Bidding
Alternate ID:	9100000180	Entered Date:	02/08/2018 03:01:04 PM	Control Code:	
Days ARO:	30	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	No
Contact Instructions:		Tax Rate:		Actual Cost:	\$0.00
Agency Reference Number:					
Bulletin Reference Number:	228688				
Publication Date:	08/23/2017				
Special Procurement Type:					
Is this subject to Small Business Set Aside?:	No				
Are there any items on this PO on the current CPO Approved ICI List?:	No				
Actual Contract Begin Date:	03/02/2018				
Actual Contract End Date:	03/01/2021				

Date Contract**Executed:****Number of Renewals****(number of times you
can renew):** 3**Number of Renewal****Terms (number of units
in one renewal):** 12**Renewal Term Units****(renewal indicator; ex.
months, years, etc):** Months**Renewal Bid Available****Date:****Renewal Bid Number:****Next Renewal Start****Date:** 03/02/2021**Fiscal Year of****Obligation:** 2018**Master Contract?:**

Yes

Original/ Old Contract**Number:** PSD4018513**Subcontractor****Utilization:** No**Subcontractor****Disclosed?:** No**Travel Indicator:**

No

Fixed Price?:

No

Advanced Payment?:

No

Incoterm Key:**Incoterm Location****(City):****Usage % Alert:****Validity Alert (Days):****SAP Vendor Number:** 9000565825**Full SAP Contract****Value:** \$9,999,999.00**No-Cost Contract?:**

No

Agency Attachments: [4018513 Contract.pdf](#)**Vendor Attachments:****Agency Attachment****Forms:****Vendor Attachment****Forms:****Primary Vendor Information & PO Terms**

Vendor:	V00001922 - MTI Distributing, Inc. Karen Wangenstein 4830 Azelia Avenue N., Suite 100 Brooklyn Center, MN 55429 US Email: karen.wangenstein@mtidistributing.com Phone: (763)592-5643 FAX: (763)592-6643	Payment Terms: NA Shipping Terms:	Shipping Method: Best Way Freight Terms: Freight Prepaid
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PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to karen.wangenstein@mtidistributing.com at 03/08/2018 09:41:57 AM	03/08/2018 01:02:55 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00001922	MTI Distributing, Inc.	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 03/02/2018
 Master Blanket/Contract End Date: 03/01/2021
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$259,207.36	\$0.00
416CMS - CMS - Central Management Services	BOSS41610 - Strategic Sourcing	\$0.00	\$0.00	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: ZERO-TURN, COMMERCIAL, 52" MOWER DECK ENGINE: 1. MIN 24HP GAS STATE CYLINDER DISPLACEMENT: _____ CC 2. LIQUID COOLED 3. DIESEL, (TIER 4 IF > 25HP) STATE FUEL CAPACITY: _____ GAL. DRIVE SYSTEM: 1. HYDRAULIC PUMPS - 2 2. WHEEL MOTORS - 2 MOWER DECK: SIDE DISCHARGE 1. 7 GAUGE STEEL W/REINFORCED GUARD 2. DECK DEPTH - 5", MINIMUM 3. CUTTING HEIGHT: MIN. 1" TO 5" 4. ANTI-SCALP ROLLERS - MIN. 4 5. ELECTRIC/MAGNETIC CLUTCH FEATURES: 1. ELASTOMERIC ADJUSTABLE SUSPENSION SEAT 2. SEAT BELTS 3. BEVERAGE HOLDER 4. FOLDING ROPS 5. 1-5/8" DIAMTER GRIPS ADJUSTABLE, DAMPENED 6. HOUR METER DRIVE TIRES & CASTERS: 1. MANUFACTURER STANDARD RATED SIZE FOR UNIT WEIGHT AND PERFORMANCE BRAND: TORO MODEL: 74266 CYLINDER DISPLACEMENT: 898 CC FUEL CAPACITY: 12 GAL

3PS
-
Sent

NIGP Code: 515-45
Lawn Mowers, Power, Heavy Duty, Rotary Type, Including Self-Propelled Types, (See Class 020 For Highway Type)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$11,658.90	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:		TORO	Model:		74266
Make:			Packaging:					
Additional NIGP Code:								
SAP Material/Service Master Number:		5000006975						
Item Target Value:		\$10,000,000.00						

Print Sequence # 2.0, Item # 2: OPTION FOR FACTORY MODIFICATION FOR ZERO-TURN, COMMERCIAL, 52" MOWER DECK, MODEL: 74266 THIS MODIFICATION IS FOR ITEMS THAT PHYSICALLY ATTACH TO THE MOWER LISTED IN LINE ITEM 00001. (WAGONS, SWEEPERS, ETC. ARE NOT TO BE INCLUDED IN THIS MODIFICATION) BID SHALL BE A PERCENT DISCOUNT FROM THE MANUFACTURER'S SUGGESTED RETAIL PRICE COLUMN OF THE MOST CURRENT EDITION OF THE MANUFACTURER'S PRICE LIST. PRICE LIST EFFECTIVE DATE: SEPT 2017

3PS
-
Sent

NIGP Code: 515-56
Lawn Mowers, Riding Type, Including Parts and Accessories

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	28.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:		Model:			

Make: Packaging:

Additional NIGP
Code:

SAP
Material/Service 5000004075
Master Number:

Item Target
Value: \$10,000,000.00

Print Sequence # 3.0, Item # 3: ZERO-TURN, COMMERCIAL, MIN 60"-61" DECK ENGINE: 1. MIN 24HP
STATE CYLINDER DISPLACEMENT: _____ CC 2. LIQUID COOLED 3. 3PS
DIESEL, (TIER 4 IF > 25HP) STATE FUEL CAPACITY: _____ GAL. -
DRIVE SYSTEM: 1. HYDRAULIC PUMPS - 2 2. WHEEL MOTORS - 2 Sent
MOWER DECK: SIDE DISCHARGE 1. 7 GAUGE STEEL W/REINFORCED
GUARD 2. DECK DEPTH - 5", MINIMUM 3. CUTTING HEIGHT: MIN. 1" TO
5" 4. ANTI-SCALP ROLLERS - MIN. 4 5. ELECTRIC/MAGNETIC CLUTCH
FEATURES: 1. ELASTOMERIC ADJUSTABLE SUSPENSION SEAT 2. SEAT
BELTS 3. BEVERAGE HOLDER 4. FOLDING ROPS 5. 1-5/8" DIAMTER
GRIPS ADJUSTABLE, DAMPENED 6. HOUR METER DRIVE TIRES &
CASTERS: 1. MANUFACTURER STANDARD RATED SIZE FOR UNIT
WEIGHT AND PERFORMANCE BRAND: TORO MODEL: 74267 CYLINDER
DISPLACEMENT: 898 CC FUEL CAPACITY: 12 GAL

NIGP 515-45
Code: Lawn Mowers, Power, Heavy Duty, Rotary Type, Including Self-Propelled Types, (See Class 020 For
Highway Type)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$12,025.86	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:		TORO	Model:		74267
Make:			Packaging:					
Additional NIGP Code:								
SAP Material/Service 5000006977 Master Number:								
Item Target Value:		\$10,000,000.00						

Print Sequence # 4.0, Item # 4: OPTION FOR FACTORY MODIFICATION FOR ZERO-TURN,
COMMERCIAL, MIN 60"-61" DECK, MODEL: 74267 THIS MODIFICATION IS 3PS
FOR ITEMS THAT PHYSICALLY ATTACH TO THE MOWER LISTED IN -
LINE ITEM 00003. (WAGONS, SWEEPERS, ETC. ARE NOT TO BE Sent
INCLUDED IN THIS MODIFICATION) BID SHALL BE A PERCENT
DISCOUNT FROM THE MANUFACTURER'S SUGGESTED RETAIL PRICE
COLUMN OF THE MOST CURRENT EDITION OF THE MANUFACTURER'S
PRICE LIST. PRICE LIST EFFECTIVE DATE: L25 04/03/2017 AND L35
08/25/2017

NIGP Code: 515-56

Lawn Mowers, Riding Type, Including Parts and Accessories

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	28.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:		Model:			
Make:			Packaging:					
Additional NIGP Code:								
SAP Material/Service Master Number:		5000004075						
Item Target Value:		\$10,000,000.00						

Print Sequence # 5.0, Item # 5: WIDE AREA MOWER, 134", +/-2" CUTTING WIDTH SPECIFICATIONS: 3PS
ENGINE: 1. MIN 55HP GAS STATE CYLINDER DISPLACEMENT: -
CC 2. DIESEL, TIER 4 STATE FUEL CAPACITY: _____ GAL Sent
3. LIQUID COOLED 4. LUBRICATION - PRESSURIZED 5. ELECTRICAL
SYSTEM * 12V, CIRCUIT BREAKER, FUSES TRACTION AND DRIVE: 1.
TRACTION SYSTEM * HYDROSTATIC * CLOSED LOOP SYSTEM * FIXED
DISPLACEMENT PISTON MOTOR TO POSITRACTION DIFFERENTIAL
AXLE WITH INTEGRAL GEAR REDUCTION * MOTORS ON REAR WHEEL
ELECTRO-HYDRAULICALLY ENGAGE/DISENGAGE FOR SELECTABLE
TWO OR FOUR WHEEL DRIVE 2. DECK DRIVE - HYDRAULIC MOTORS,
SELF LUBRICATING TIRES, BRAKES AND STEERING: 1.
MANUFACTURER STANDARD RATED SIZE FOR U NIT WEIGHT AND
PERFORMANCE 2. SERVICE BRAKES * PARKING BRAKE-HAND OR
FOOT OPERATED 3. STEERING - POWER & TILT DECKS AND CUTTING
UNITS: 1. NUMBER * (1) FULL FLOATING FRONT DECK * (2) FULL
FLOATING WING DECKS 2. CONTRUCTION - MIN. 10 GAUGE STEEL 3.
CASTER WHEELS - STANDARD PNEUMATIC TIRES 4. ANTI-SCALP CUPS
& ROLLERS 5. CUTTING UNIT LIFT - HYDRAULIC 6. BLADES - (7) 7.
HEIGHT OF CUT - MIN 1" TO 5" 8. OVERALL CUTTING WIDTH - 134", +/-2"
STATE CUTTING WIDTH: _____ " BRAND: TORO MODEL:
30609/GM4000

NIGP 515-45

Code: Lawn Mowers, Power, Heavy Duty, Rotary Type, Including Self-Propelled Types, (See Class 020 For Highway Type)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$51,802.55	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:		TORO		Model:	
Make:			30609/GM4000					
			Packaging:					

Additional NIGP
Code:

SAP
Material/Service 5000006887
Master Number:

Item Target
Value: \$10,000,000.00



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase of one (1) Belt Driven Vacuum Leaf Collector from Old Dominion Brush Co., Inc., using the Sourcewell Contract, in the amount of \$35,774.13, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The purchase of one (1) ODB LTC600 Belt Driven Leaf Vacuum Leaf Collector from Old Dominion Co., Inc., using the Sourcewell Contract (Contract #041217-ODB, exp. 7/7/2021) in the amount of \$35,774.13 be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Solid Division of the Public Works Department has a 1994 ODB LTC600 Leaf Vacuum that is scheduled for replacement this fiscal year. It is 24 years old and has been used for 2,587 hours. Maintenance cost to date for this unit is \$49,957.48. The City's leaf collection equipment consists of three units that are 24 years old, three units that are 19 years old, and 3 units that are 15 years old. Each unit averages 113 hours of use per year. Leaf collection typically lasts four to five weeks per year. To reduce downtime and maintenance costs, the City is looking to replace one unit each year, in order to update the fleet. The Solid Waste Division will keep the old unit (pictured) to use as a backup so that crews can continue working if one of the other units fails during leaf season.



Sourcewell, formerly known as National Joint Power Alliance (NJPA), is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member 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 budget amount of \$44,389 is included in the FY 2019 Adopted Budget under the Capital Lease-Capital Outlay Equipment Other than Office account (40110139-72140). Stakeholders can locate this in the Budget Book titled “Other Funds & Capital Improvement” on pages 83 and 88. The new unit will cost \$35,774.13 which will realize a savings of \$8,614.87 when compared to the budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Superintendent of Fleet Maintenance
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Kevin Kothe, PE, City Engineer

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Proposal
- Supporting Document

OLD DOMINION BRUSH CO., INC.
5118 Glen Alden Drive, Richmond, VA 23231
1-800-446-9823

PROPOSAL # 072618RT1

City of Bloomington
336 South Main Street
Bloomington, IL 61701

DATE: July 26, 2018

ATTN: Rob Krones

Sourcewell Membership # 25014

SKU#	ODB Model LCT600	MSRP
LCT600.JD74	Powered by John Deere 4045TFC03 diesel 4 cyl. engine rated for 74 HP Final Tier 4 30" diameter suction impeller with six 3/8" thick T-1 steel blades 4-groove power band belt drive for suction impeller 16" diameter x 120" rubber suction hose with steel nozzle 16" diameter x 48" long rubber exhaust hose Hydraulic hose boom powered by an electric/hydraulic pump 13" clutch assembly with a 2.25" diameter PTO shaft & safety engagement Boxed perforated pleated radiator screen in lieu of standard 44-gallon polyethylene fuel tank Electronic engine controls with engine safety shut down system 1/4" thick trailer deck with channel members on the ends Single 6,000 pound rubber Torflex axle with EZ lube hubs ST225-75-R15 radial tires mounted on steel wheels and steel fenders Electric brakes with break-away actuator LED type DOT lights and aoval LED amber flasher light at rear HD height adjustable pintle eye with three quick release pins Parking jack with 5" swivel castor wheel All components pre-painted prior to assembly - standard color is white	\$ 36,025.00
Total Equipment Cost:		\$ 36,025.00
Sourcewell 7.5% Discount:		\$ (2,701.88)
NET Equipment Cost:		\$ 33,323.13
Transportation cost from Richmond, VA at \$3/mile		817 \$ 2,451.00
TOTAL DELIVERED COST PER UNIT:		\$ 35,774.13

Lead-time is approximately 60 days ARO



Contract #041217-ODB

Thank you, *Rick Timmerman*

800-632-7989

rickt@odbco.com



LCT600

Belt Driven Vacuum Leaf Collector



Follow us



- **Kubota Gas Engine**
87HP, EPA Tier 2, CARB Tier 3
- **Belt Driven**
prolongs engine and PTO life
- **Forward Locking Hose Boom**
easier and safer transportation
- **Hydraulic Hose Boom**
easier leaf vacuuming



*Units may be shown with options and optional colors



ODB Company
Municipal Products Since 1910

LCT600 Belt Driven Leaf Collector Specifications

Engine	Kubota WG380-G-E3 4-cylinder gasoline engine rated at 87HP, meets EPA Tier 2 and CARB Tier 3 emission standards.
Engine (option)	John Deere 4045TFC03 diesel 4-cylinder rated at 74HP - Final Tier 4 (uses 30" diam. impeller)
Engine (option)	John Deere 4045HFC04 diesel 4-cylinder rated at 85HP - Final Tier 4
Air Cleaner	Dry element with pre-cleaner.
Radiator	Pressurized, heavy duty with 6-blade fan.
Radiator Screen	Constructed of ½" expanded flattened steel with steel mesh. Screen is bottom hinged to allow for cleaning without powering down the engine.
Engine Controls	Engine monitoring and controls are housed in a compact, powerful display system. There is a full display which shows engine temperature, RPM, oil pressure, battery volts, fuel level and engine hours. Full throttle control and fault code displays are also included.
Engine Sheet Metal	Engine is covered by a custom sheet metal enclosure constructed of 16-gauge steel. The enclosure has front and rear access doors, which are louvered for proper air circulation. Two doors are provided on top of the enclosure for convenient access to the radiator cap and oil fill cap.
PTO	Heavy duty 13" automotive style PTO and clutch with safety engagement system.
Drive Type	4-groove power band.
Trailer	One-piece construction, ¼" formed steel plate.
Axle	2.5 inch Torflex axle rated at 6,000 pounds with electric brakes.
Tires	ST225-75R15 x 15" 6 ply tubeless type, mounted on steel white spoke rims
Tow Tongue	Telescoping tongue, adjustable from 48" to 84".Constructed of 4" x 5" x ¼" thick steel tubing.
Parking Jack	Heavy duty top wind jack with steel wheel.
Trailer Lighting	Stop and turn signals with turn signal indicators are standard.
Battery Box	Lockable, located below trailer bed. Easily accessible.
Fenders	Constructed of 13 gauge steel.
Impeller	32" diameter with 6 gusseted blades which are constructed of abrasive resistant T-1 steel with a Brinell hardness exceeding 400. The impeller is completely stress relieved via Bonal stress relief technology to eliminate weld cracking and weld distortion for the highest structural integrity possible. This makes for the strongest and longest lasting impeller on the market.
Impeller Shaft	2.25" diameter. Impeller, shaft and bearings are removable in a one piece assembly by removing only eight bolts.
Blower Housing	40 degree style for minimal resistance. Outer housing is constructed of 10 gauge welded steel, front and back plates are 7-gauge steel. Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.
Liners	Slip-in style which requires no bolts. Made of ¼" abrasive resistant steel.
Suction Inlet	Located on curb side.
Intake Hose	16" diameter x 120" long. Heavy duty wire reinforced 3/8" thick flexible rubber hose.
Exhaust Duct	Square duct extension of the 40 degree blower housing. Constructed of 12 gauge steel and centered directly over the tongue for a balanced unit.
Exhaust Hose	16" diameter x 48" long heavy-duty wire reinforced 3/8" thick flexible rubber hose is connected to the exhaust duct.
Hose Boom	Hydraulically controlled with an electric operated hydraulic pump. Boom pivots on two 1.5" diameter two-bolt flange bearings for effortless movement. The boom pivots forward to lock into travel position. Hydraulic cylinder is 1.5" diameter, with a minimum stroke length of 12 inches.
Boom Controls	Push button style switch located on the intake hose nozzle.
Intake Nozzle	16" diameter nozzle with handle constructed of 12 gauge steel.
Fuel Tank	40 gallon capacity fuel tank manufactured of ¼" thick roto-molded polyethylene, located under the trailer bed.
Paint	All metal parts are thoroughly cleaned, primed, painted and dried before assembly. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables and grease fittings are not painted.
Options	● Hydraulic parking jack with caster wheel ● Self-cleaning rotary radiator screen ● Remote electric engine throttle with controls on the suction hose handle ● Fluid drive coupler in lieu of clutch and PTO ● 2 axis hydraulic hose boom ● 3 axis hydraulic hose boom ● Consult factory for other engine options.



Engine display and controls are housed in a compact, powerful package. The full time display shows engine temperature, RPM, oil pressure, battery volts, fuel level and engine hours. Full throttle control and fault code displays are included.



Maneuvering the hose boom is almost effortless because the boom is raised and lowered hydraulically using push button style switches and the boom swivels side to side on two flange bearings.



The drive bearings assembly consists of two heavy-duty four-bolt flange bearings with double row, precision spherical roller bearings. The entire assembly can be removed in one piece by removing eight bolts. This is a major labor and cost savings feature.

*Specifications subject to change at any time without notice.

ODB Company - 5118 Glen Alden Drive - Richmond, VA 23231

800-446-9823 www.ODBCO.com





CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Public Works – Engineering Division

SUBJECT: Consideration of rejecting all bids for the FY2019 Taylor Street Sanitary Sewer Improvements Project (Bid #2019-09) so the project can be rebid as part of the FY2019 Sewer Rehabilitation Project, as requested by the Public Works Department – Engineering Division.

RECOMMENDATION/MOTION: All bids for the FY2019 Taylor Sanitary Sewer Improvements Project (Bid #2019-09) be rejected so the project can be rebid as part of the FY2019 Sewer Rehabilitation Project.

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

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

BACKGROUND: Public Works is recommending the rejection of all bids for the FY2019 Taylor Street Sanitary Sewer Improvements Project, because the lowest bid exceeds the engineer's estimate by 42 percent. The difference between the lowest bid and the engineer's estimate could be due to one of the following reasons:

1. Two contractors bid on the project.
2. The project is small when compared to other projects.
3. The proposed timeframe within the bid documents would have taken place during the busy time of year for contractors, when they are trying to complete larger projects they started earlier in the year.

If the bids are rejected, staff will rebid the project in the fall as part of the FY2019 Sewer Rehabilitation Project. Rebidding the Taylor Street Sanitary Sewer Improvements Project as part of the larger Sewer Rehabilitation Project will allow more time for contractors to complete the work through the winter months, decrease the chances that the contractor will run out of time to complete the project, and increase the likelihood that a contractor will want to bid. Staff does not anticipate any issues or problems caused by rejecting all bids for the Taylor Street Sanitary Sewer Improvements Project and rebidding it.

The City accepted bids for the FY2019 Taylor Street Sanitary Sewer Improvements Project until 1:30 p.m. on Tuesday, July 24, 2018 at the City Clerk's Office. The City received two bids, which staff publicly opened at the City Clerk's Office. The following is a summary of the bids. A detailed bid tabulation is attached.

Stark Excavating, Inc.	\$138,600
Hoerr Construction, Inc.	\$137,250
Engineer's Estimate	\$ 96,500
Budget	\$ 75,000

The existing Taylor Street Sewer is a 36" combination brick sewer that the City built around 1885. The City installed a parallel RCP 36" sewer around 1948. At that time, all sewer laterals were supposed to be connected to the new RCP 36" sewer. However, staff recently found that some of the properties on the north side of Taylor Street had never been connected to the new sewer. Staff made this discovery when investigating several sinkholes that developed in some of the properties' back yards. The project is necessary in order to eliminate an ongoing liability associated with the sewer that is in disrepair.

The subject project includes connecting 4 active sewer laterals that were not extended to the 1948 sewer. In addition, the project includes filling and abandoning the 36" brick sewer that has been failing for a number of years. In addition to the 4 sewer lateral open cuts, there will be an additional 4 excavation pits used to fill the existing 36" brick sewer with grout or flowable fill. There will be approximately 8 open cuts in back yards of the 8 lots affected by this project. This will remove an ongoing possible liability associated with the sewer that is in disrepair.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City advertised the project in the Pantagraph on July 3 and July 10, 2018. Staff held a pre-bid meeting at 1:30 p.m. on July 17, 2018 at the Public Works Engineering Division Conference Room on the third floor of the Government Center and a bid opening at the City Clerk's Office at 1:30 p.m. on July 24, 2018.

FINANCIAL IMPACT: There is no financial impact at this time, because all bids would be rejected. Staff will bring the bids for the FY 2019 Sewer Rehabilitation Project back to City Council at a later date.

COMMUNITY DEVELOPMENT IMPACT:

The Neighborhoods and Utilities chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to relocating the controller cabinet:

N-1 Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods

N-1.1 Enhance the livability of all Bloomington neighborhoods

N-1.3. Redevelop the neighborhoods in the Preservation area while carefully protecting their historic nature and character

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment

UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment

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

Respectfully submitted for Council consideration.

Prepared By: Wardney F. Snarr, PE, Project Engineer
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Kevin Kothe, City Engineer

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Bid Tabulation
- Map

CITY OF BLOOMINGTON

FY 2019 TAYLOR ST. SANITARY SEWER IMPROVEMENTS

PROJECT NO. # 50-03-23166-18-00

Bid No. 2019-09

BID TABULATION

Bid Opening Date: 7/24/2018

Attended By: Misty Shafer

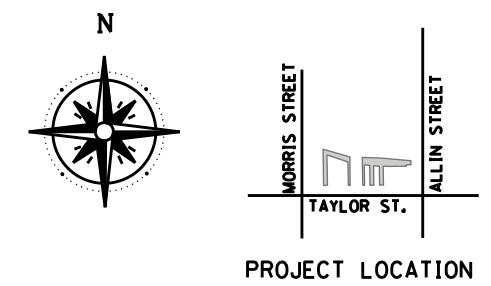
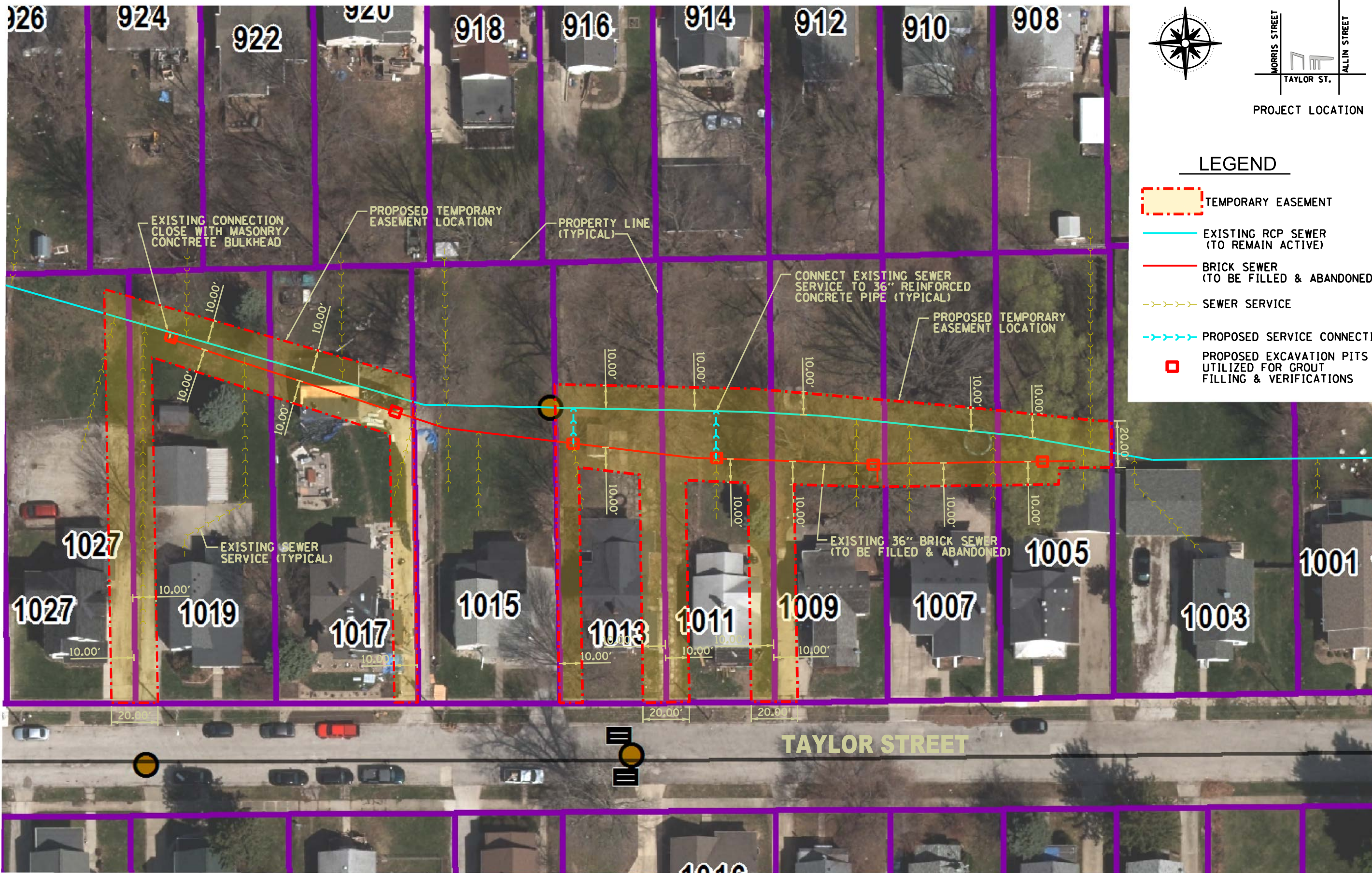
Bid Opening Time: 1:30 PM

Ward Snarr

PREPARED BY: Ward Snarr

Ashley Lara

		Budget				LOW BID			
BASE BID		\$75,000.00		ENGINEERS ESTIMATE		Stark Excavating, Inc.		Hoerr Construction, Inc.	
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Connect to Existing Sewer	EA	4	\$2,000.00	\$8,000.00	\$3,500.00	\$14,000.00	\$2,000.00	\$8,000.00
2	Sanitary Service Lateral, 6"	LF	100	\$55.00	\$5,500.00	\$140.00	\$14,000.00	\$70.00	\$7,000.00
3	Sanitary Service Cleanout, 6"	EA	4	\$500.00	\$2,000.00	\$2,200.00	\$8,800.00	\$800.00	\$3,200.00
4	Filling and Abandoning Existing 36" Brick Sewer	CY	120	\$200.00	\$24,000.00	\$190.00	\$22,800.00	\$360.00	\$43,200.00
5	Excavation Pits	EA	6	\$3,000.00	\$18,000.00	\$3,000.00	\$18,000.00	\$3,850.00	\$23,100.00
6	Concrete/Masonry Bulkhead	EA	1	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$2,300.00	\$2,300.00
7	Traffic Control and Protection	LS	1	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$650.00	\$650.00
8	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00
9	Point Repairs, Special	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
10	Topsoil Placement & Seeding, Special	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$18,800.00	\$18,800.00
TOTAL BASE BID					\$96,500.00		\$138,600.00		\$137,250.00



LEGEND

- TEMPORARY EASEMENT
- EXISTING RCP SEWER (TO REMAIN ACTIVE)
- BRICK SEWER (TO BE FILLED & ABANDONED)
- SEWER SERVICE
- PROPOSED SERVICE CONNECTION
- PROPOSED EXCAVATION PITS UTILIZED FOR GROUT FILLING & VERIFICATIONS





CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Administration - Facilities

SUBJECT: Consideration of rejecting all bids for the Government Center 3rd Floor Remodeling project (Bid 2019-01) due to all bids being well above the project budget, as requested by the Facilities Department.

RECOMMENDATION/MOTION: All bids for the Government Center 3rd Floor Remodeling project (Bid 2019-01) be rejected due to all bids being well above the project budget.

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: Use of existing City facility space often changes with staff levels, employee duties, building age and other related factors. Reviewing, evaluating and adjusting the use of available space is important to improve employee safety, productivity and efficiency. Space evaluations at City Hall and the Government Center began a few years ago. Although space evaluations at both facilities are still ongoing, an initial decision was made to relocate the Human Resources Department to the 3rd floor in the Government Center. This relocation requires the existing Engineering division offices be relocated to the south end of the floor and some remodeling of the north end to accommodate Human Resources.

In November 2017, a contract was executed with the BKV Group to design and prepare construction plans and specifications for the Government Center 3rd Floor Remodeling which are compliant with applicable codes and regulations. The prepared plans and specifications were let for bid on July 11, 2018. Four bids were received and are summarized below.

Construction Company	Total Bid
J Spencer	\$246,202.00 (Low Bid)
Felmley-Dickerson Company	\$249,150.00
Tarter Construction	\$254,239.70
Zobrist Construction	\$274,740.40
Budget	\$160,000.00

Since all bids were well above the project budget, staff are recommending that all bids be rejected. Other more cost-effective options will be evaluated to achieve better utilization of the Government Center 3rd floor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bid 2019-01 was advertised in The Pantagraph on July 11, 2018. A Pre-Bid meeting was held at 10:00 a.m. on July 17, 2018. Human Resources and Public Works staff have been involved throughout the design and bidding process.

FINANCIAL IMPACT: Funds totaling \$160,000 were to be designated for this project from the FY2019 Budget; \$100,000 from Facility Space and Security Modifications (Capital Improvement Fund), \$50,000 from Facility Repairs (Capital Improvement Fund), and \$10,000 from Repairs/Maintenance Buildings (General Fund). Stakeholders can locate the Capital Improvement Fund portions in the FY 2019 Adopted Budget titled “Other Funds & Capital Improvement” on pages 78, 243, 263 and 264 under the Capital Improvement – Buildings account (40100100-72520). Stakeholders can located the General Fund portion in the FY 2019 Adopted Budget titled Budget Overview & General Fund on page 296 under the Repr/Maint Building account (10015480-70510).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Russel Waller, Facilities Manager

Reviewed By: Steve Rasmussen, Assistant City Manager

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Bid Tab

City of Bloomington, Illinois
Government Center 3rd Floor Remodel

Bid 2019-01

BID TAB

				J SPENCER (Low Bid)		FELMLEY-DICKERSON CO		TARTER CONSTRUCTION		ZOBRIST CONSTRUCTION	
Work Item				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Remodeling	LS	1	\$ 207,500.00	\$ 207,500.00	\$ 212,000.00	\$ 212,000.00	\$ 211,098.00	\$ 211,098.00	\$ 234,000.00	\$ 234,000.00
2	Alternate 1: New Lighting & Carpet on Stair B	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,629.00	\$ 1,629.00	\$ 1,364.00	\$ 1,364.00
3	Alternate 2: Relocate and/or Reassemble Office Systems	HR	160	\$ 92.00	\$ 14,720.00	\$ 80.63	\$ 12,900.00	\$ 115.00	\$ 18,400.00	\$ 90.00	\$ 14,400.00
Subtotal					\$ 223,820.00		\$ 226,500.00		\$ 231,127.00		\$ 249,764.00
10% Contingency					\$ 22,382.00		\$ 22,650.00		\$ 23,112.70		\$ 24,976.40
Grand Total					\$ 246,202.00		\$ 249,150.00		\$ 254,239.70		\$ 274,740.40
Local Preference Purchasing Policy Adjustment					\$ 9,848.08		\$ 9,966.00		\$ 7,627.19		\$ -
Adjsuted Total (Evaluation Purposes Only)					\$ 236,353.92		\$ 239,184.00		\$ 246,612.51		\$ 274,740.40



CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of Contracts with Praxair, Inc., Kemira Water Solutions, Inc., and Carus Chemical Corporation for Supply and Delivery of various Water Treatment Chemicals (Bid No. 2019-11), as requested by the Water Department.

RECOMMENDATION/MOTION: The Contracts for the noted Water Treatment Chemicals at the indicated Unit Prices with Praxair, Inc. (from November 1, 2018 through October 31, 2021), Kemira Water Solutions, Inc., (from October 1, 2018 through September 30, 2021), and Carus Chemical Corporation (from October 1, 2018 through September 30, 2021) be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

Chemical	Current Contract Year Cost/Ton	Proposed New Contract Year Cost/Ton	Percent Change (Current to 1 st Year Unit Price)	Contract Term
Carbon Dioxide	\$88.15	1 st YR \$85.95 / 2 nd YR \$89.39 / 3 rd YR \$92.96	-2.50%	3 Year
Sodium Hexametaphosphate	\$1,869.46	1 st YR \$1,760.00 / 2 nd YR \$1,800.00 / 3 rd YR \$1,860.00	-5.86%	3 Year
Ferric Sulfate	\$188.35	1st YR \$235.00 / 2nd YR \$242.05/ 3rd YR \$249.31	24.77%	3 Year

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

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

BACKGROUND: On August 7, 2018, bids were opened for the City of Bloomington water treatment chemicals (Ferric Sulfate, Carbon Dioxide, and Sodium Hexametaphosphate). The City received two bids for each of these chemicals. Please see the below summaries and attached spreadsheet outlining the bids that were submitted.

The following bids were received for Carbon Dioxide:

Bidder	1 Year Only Bid	1 st Year of 3 Year Contract	2 nd Year of 3 Year Contract	3 rd Year of 3 Year Contract	Normalized Cost Over
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					3 Year Agreement
PraxAir	\$85.95/ton	\$85.95/ton	\$89.39/ton	\$92.96/ton	\$89.43/ton
Air Products	\$90.00/ton	\$88.00/ton	\$90.00/ton	\$92.00/ton	\$90.00/ton

The Water Department received two (2) bids for Carbon Dioxide. PraxAir submitted the lowest cost per ton over the life of the three (3) year contract term. Entering into a three (3) year contract helps lock in the price for carbon dioxide, ensures chemical increases are included in future budgets, and enables the Department to obtain the necessary treatment chemical for the next three (3) years. Therefore, the Department is confident that by entering into a three (3) year contract with PraxAir that the best interests of the City will be protected.

The following bids were received for Ferric Sulfate:

Bidder	1 Year Only Bid	1 st Year of 3 Year Contract	2 nd Year of 3 Year Contract	3 rd Year of 3 Year Contract	Normalized Cost Over 3 Year Agreement
Kemira Water Solutions	\$235.00/ton	\$235.00/ton	\$242.5/ton	\$249.31/ton	\$242.27/ton
Chemtrade	\$269.00/ton	No Bid	No Bid	No Bid	\$269.00/ton

The Water Department received two bids for Ferric Sulfate. Kemira Water Solutions, Inc., submitted the lowest cost per ton over the life of the three (3) year contract term. Chemtrade did not submit a bid for the 3 year contract option and did not submit the lowest bid for the 1 year only contract. Entering into a three (3) year contract helps lock in the price for Ferric Sulfate, ensures chemical increases are included in future budgets, and enables the Department to obtain the necessary treatment chemical for the next three (3) years. Therefore, the Department is confident that by entering into a three year contract with Kemira, Inc., that the best interests of the City will be protected. The 24.77% increase in the quoted cost per ton is a reflection in part to the rising transportation costs incurred by the trucking industry.

The following bids were received for Sodium Hexametaphosphate:

Bidder	1 Year agreement (per ton)	Total Cost single 21,000 pound shipment	Single 21,000 pound shipment (per ton)	1 st Year of 3 year contract (per ton)	2 nd Year of 3 year contract (per ton)	3 rd Year of 3 year contract (per ton)	Normalized Cost over 3 Year Agreement (per ton)
Carus Chemical Corporation	\$1,820.00	\$18,480.00	\$1,760.00	\$1,760.00	\$1,800.00	\$1,860.00	\$1,806.67
Shannon Chemical	\$2,424.00	\$24,393.92	\$2,323.23	\$2,524.00	\$2,624.00	\$2,724.00	\$2,624.00

The Water Treatment Plant is able to purchase and store a one (1) year supply of Ferric Sulfate thus eliminating multiple deliveries and the cost associated with each delivery if supplied on an as needed basis.

The one (1) year agreement price is for multiple deliveries on an as needed basis. The single 21,000 pound cost is considerably cheaper than a one (1) year agreement for delivery on an as needed basis. By delivering a one (1) year supply in one (1) shipment, the shipping costs reflect the one (1) delivery. If delivered on an as needed basis, delivery costs would increase, therefore making the purchase once a year is in the best financial interests of the City.

The Water Department received two (2) bids for Sodium Hexametaphosphate. Carus Chemical Corporation submitted a lower cost per ton over the life of the three (3) year contract term. Entering into a three (3) year contract helps lock in the price for sodium hexametaphosphate, ensures chemical increases are included in future budgets, and enables the Department to obtain the necessary treatment chemical for the next three (3) years. Therefore, the Department is confident that by entering into a three year contract with Carus Chemical Corporation that the best interests of the City will be protected.

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Payment for the purchase of water treatment chemicals for the year will be made from the Water Purification Budget-Water Chemicals account (50100130-71720). See below for individual vendor/contract amounts. There is currently \$321,658.06 available in the account for FY 2019. Stakeholders can locate this in the FY 2019 Budget Book titled, “Other Funds & Capital Improvement” on page 128.

PraxAir (Carbon Dioxide) - \$44,879.15 in FY 2019.

Carus Chemical Corporation (Sodium Hexametaphosphate) - \$18,480 in FY 2019.

Kemira Water Solutions, Inc. (Ferric Sulfate) - \$15,377.95 on FY 2019.

The total of all 3 is \$78,647.10 for FY 2019.

The Water Department will budget FY 2020 and FY 2021 accordingly for the purchase of these chemicals.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: 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
Richard Twait, Superintendent of Purification

Reviewed By: Robert Yehl, P.E. Water Director
Steve Rasmussen, Assistant City Manager

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Contract – Kemira Water Solutions, Inc. (Ferric Sulfate)
- Contract – PraxAir, Inc. (Carbon Dioxide)
- Contract – Carus Chemical Corporation (Sodium Hexametaphosphate)
- Bid Tabulation

**CITY OF BLOOMINGTON
CONTRACT WITH
FOR**

THIS AGREEMENT, dated this ____ day of _____, 2018, is between the City of Bloomington (hereinafter "CITY") and (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. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
_____ (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

Section 4. 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 Procurement Documents.

___ Fees as set forth in the Procurement Documents.

Section 5. 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 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. 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 9. 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 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. 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 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. 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 14. 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

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2018, is between the City of Bloomington (hereinafter "CITY") and (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. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:

_____ (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

Section 4. 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 Procurement Documents.

___ Fees as set forth in the Procurement Documents.

Section 5. 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 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. 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 9. 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 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. 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.

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CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

**CITY OF BLOOMINGTON
CONTRACT WITH
FOR**

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Section 13. 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 14. 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

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

RECORD OF BID OPENING FOR:

BID #2019-11
Water Chemicals

DATE: August 7, 2018

TIME: 11:00 a.m.

	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Sodium Hexa Meta Phosphate Base Bid Total	Sodium Hexa Meta Phosphate 21,000 Pound Shipment	Sodium Hexa Meta Phosphate Alternate 3 Yr Term Total	Ferric Sulphate Base Bid Total	Ferric Sulphate Alternate 3 Yr Term Total	Carbon Dioxide Base Bid Total	Carbon Dioxide Alternate 3 Yr Term Bid Total
8/2/18 2:00 PM dm	GEOSpecialty Chemicals	Little Rock, AR					NO Bid						
8/3/18 9:00 AM dm	Proxim, Inc	Burr Ridge, IL	X	X	X	X	NO Bid			NO Bid		\$85.95/ton	\$85.95-\$92.96/ton
8/3/18 9:00 AM dm	Shannon Chemical	Exton, PA	X	X	X	X	\$2,424/ton	\$2,323.23/ton	\$76,720.00	NO Bid		NO Bid	
8/3/18 2:20 PM dm	Kemira Water Solutions	Lawrence, KS	X	X	X	X	NO Bid			\$235.00/48,000 #	\$145,272	NO Bid	
8/3/18 2:20 PM dm	Chemtrade	Paris, Pennsylvania	NO	X	X	NO	NO	Bid		\$269/48,000 #	NO Bid	NO Bid	

WITNESSES:

Amanda Mabe
W. Shur

*Disclaimer: This is a Bid tabulation for record of the Bid opening.
Bids have not been reviewed and have not been presented to council. This does not represent any Award.
Prices or options/alternates will not be included on the tabulation.



CITY CLERK
109 EAST OLIVE STREET
BLOOMINGTON, IL 61702-3157
309.434.2240 tel
309.434.2802 fax

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8/6/18 8:20am dm	Carus Chemical Corp	Peru, IL	X	X	X	X	\$1,820/ton	\$18,480	\$54,200	NO Bid	—	NO Bid	—
8/6/18 10:06am dm	Univar USA	Kent, WA	—	—	—	—	NO	Bid	—	—	—	—	—
8/6/18 10:07am dm	Air Products	Allentown PA	NO	X	NO	NO	NO Bid	—	—	NO Bid	—	\$90/40,000#	\$88-\$92/40,000#
8/7/18 10:07am dm	Sterling Water Tech.	Columbia, TN	—	—	—	—	NO	Bid	—	—	—	—	—

WITNESSES:

Deirda Moller
Misty Shop

*Disclaimer: This is a Bid tabulation for record of the Bid opening.
Bids have not been reviewed and have not been presented to council. This does not represent any Award.
Prices or options/alternates will not be included on the tabulation.



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Community Development Department – Office of Grants Administration

SUBJECT: Consideration of a Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL1603L5T121700), in the amount of \$33,792, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL1603L5T121700), in the amount of \$33,792, to the US Department of Housing and Urban Development (HUD) be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5: Great Place to Live- Livable, Sustainable City: City having the capacity to cost effectively serve new developments and residents.

STRATEGIC PLAN SIGNIFICANCE: Objective B: City decisions consistent with plans and policies.

BACKGROUND: The Coordinated Entry grant is one of the five US Department of Housing and Urban Development's Supportive Housing Program (SHP) grants the City has been awarded for 2018. The total award for all 2018 Supportive Housing Program grants is \$336,112.

Although the City has received Supportive Housing Program funds from HUD for the past decade, this is the first year the City has received funding for Coordinated Entry. HUD requires each Continuum of Care to establish and operate a "centralized or coordinated assessment system" with the goal of increasing the efficiency of the local crisis response system and improving fairness and ease of access to resources. Coordinated entry processes are intended to help communities prioritize people who are most in need of assistance. The Coordinated Entry grant will fund a full-time staff person at PATH to manage the McLean County Continuum of Care's coordinated entry process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: PATH

FINANCIAL IMPACT: Failure to submit the executed agreements would result in the loss of \$33,792 in federal funding and reduce services to individuals at risk of becoming homeless or currently experiencing homelessness. Information related to Grants can be found in the FY2019 Adopted Budget book titled "Other Funds & Capital Improvement" starting on page 19.

COMMUNITY DEVELOPMENT IMPACT: The City of Bloomington's Comprehensive Plan addresses the need to reduce homelessness through prevention programs in Goal CWB-1 with CWB-1.1b specifically addressing the need make funds available to prevent homelessness. The funds provided through this project assists those experiencing homelessness to secure housing and other supportive services. The Coordinated Entry grant also diverts persons at-risk of becoming homeless from entering the homeless system.

Goal CWB-1: End chronic homelessness and reduce the severity of situational homelessness.

Goal CWB-1.1b: Continue to increase focus on prevention of homeless by making funds available that would alleviate the need for emergency shelter for families and individuals with income <80% of AMI (Area Median Income). 80% of AMI for a household of one is \$50,350 per year. 80% of AMI for a household of four is \$71,900 per year.

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

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Bob Mahrt, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Scope of Work/Agreement - 2018 Coordinated Entry - IL1603L5T121700



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 W. Jackson Blvd.
Chicago, IL 60604

Tax ID No.: 37-6001563
CoC Program Grant Number: IL1603L5T121700
Effective Date: 8/13/2018
DUNS No.: 060864170

CONTINUUM OF CARE PROGRAM (CDEA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Bloomington (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;

9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Tax ID No.: 37-6001563
CoC Program Grant Number: IL1603L5T121700
Effective Date: 8/13/2018
DUNS No.: 060864170

EXHIBIT 1
SCOPE OF WORK for
FY2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$_33792_ for project number __IL1603L5T121700__. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 30720
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 3072

- | | |
|---|------|
| l. Relocation Costs | \$ 0 |
| m. HPC homelessness prevention activities: | |
| Housing relocation and stabilization services | \$ 0 |
| Short-term and medium-term rental assistance | \$ 0 |
4. The performance period for the project begins September 1 and ends August 31. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule..
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

Tax ID No.: 37-6001563
CoC Program Grant Number: IL1603L5T121700
Effective Date: 8/13/2018
DUNS No.: 060864170

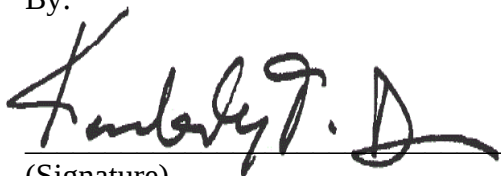
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
IL1603L5T121700			

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Kimberly Danna, Program Manager

(Typed Name and Title)

August 13, 2018

(Date)

RECIPIENT

City of Bloomington

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution approving a variance to Chapter 38, Section 123 of the Bloomington City Code to allow a permit to be issued for the reconstruction of a driveway at 7 Brookstone Circle, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Resolution approving a variance to Chapter 38, Section 123 of the Bloomington City Code to allow a permit to be issued for the reconstruction of a driveway at 7 Brookstone Circle be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: Public Works is recommending the approval of a resolution that would allow a variance to Chapter 38, Section 123 of the Bloomington City Code so that staff can issue a driveway permit to the owner of 7 Brookstone Circle. The property owner, Warren Fehrman, originally built the driveway in 2010 at a width of 26 feet, which is too wide according to Chapter 38, Section 123 of City Code (see attached letter), which restricts residential driveways to a width of 20 feet measured at the property line. The permit issued at that time (see attached permit) also specified this restriction. However, it has been several years since the property owner built the driveway. If the variance is not allowed and the permit is denied, the property owner would be forced to incur the cost of restoring several feet of curbing and reducing the size of the driveway to the minimum 20 foot maximum allowed width. The City Engineer believes that the wider driveway will not have a negative impact on traffic or have a detrimental effect upon the neighborhood. Therefore, the 26 foot wide driveway could be allowed if Council approves the resolution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Warren Fehrman

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: Luke Thoele, P.E., Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Kevin Kothe, P.E., City Engineer

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: George D. Boyle, Assistant 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:

- Resolution
- Letter
- Old Permit

RESOLUTION NO. 2018 – ____

**A RESOLUTION APPROVING A VARIANCE TO CHAPTER 38, SECTION 123 OF
THE BLOOMINGTON CITY CODE TO ALLOW A PERMIT TO BE ISSUED FOR
THE RECONSTRUCTION OF A DRIVEWAY AT 7 BROOKSTONE CIRCLE**

WHEREAS, the City of Bloomington is committed to promoting an atmosphere in which residents increasingly take responsibility for their homes and neighborhoods; and

WHEREAS, the existing driveway at this location is 26 feet wide; and

WHEREAS, City Engineering staff foresees no negative impact as a result of a 26 foot wide driveway at this location; and

WHEREAS, City Council has the authority to grant variances to City Code;

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

That a Variance is hereby granted to the owner of 7 Brookstone Circle from the maximum driveway width requirements of Chapter 38, Section 123 of Bloomington City Code. The reconstruction of the driveway at a width not to exceed 26 feet is hereby approved by the Bloomington City Council.

PASSED this 27th day of August 2018.

APPROVED this ____day of August 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

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

August 1, 2018

Luke Thoele, P.E.
Public Works Department
City of Bloomington
115 E. Washington St.
PO Box 3157
Bloomington, IL 61702-3157

Dear Mr. Thoele,

I built my new construction home at 7 Brookstone Circle in 2010 and was approved for a curb cut for my driveway. A 29' 6" curb cut was performed for my 26' wide driveway. Due to a failure in the materials and salt damage, my approach has deteriorated and is in need of replacement. Upon obtaining a permit to replace it, I was informed that I need a variance since it exceeds the 20 foot city ordinance. I am writing this letter to request a variance. I have a 3 car garage and a larger curb cut allows easier access to back a trailer into my deep garage.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Warren Fehrman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Warren Fehrman
7 Brookstone Cir
Bloomington, IL 61704



PERMIT NO. : CC100072

109 EAST OLIVE
P.O. BOX 3157
BLOOMINGTON, IL 61702-3157
FOR HEARING IMPAIRED
TTY 309/829-5115

DRIVEWAY AND CURB CUT PERMIT
OFFICE OF ENGINEERING & WATER

ISSUED DATE: 05/06/2010

This permit is issued to **APPLICANT:**

WARREN FEHRMAN 309-310-1740
2909 ESSINGTON ST
BLOOMINGTON IL 61705

for the construction of a driveway on City property, at 7 BROOKSTONE CIR for the purpose of
NEW CONSTRUCTION RESIDENTIAL- NEW DRIVEWAY.

All work shall be done in accordance with City of Bloomington Code Chapter 38, Article IV. Any
existing curb cut not utilized shall be removed and replaced. The owner assumes all cost for utility and
drainage relocations.

This is to certify that the undersigned "Applicant", having received a permit to construct a driveway on
City of Bloomington property, agrees to construct said driveway according to the specifications of the
City of Bloomington and the above named provisions and grade set at the property line by the City. The
undersigned also agrees to indemnify the City of Bloomington against any loss or damage which it may
sustain by reason of injuries resulting from the work herein permitted to be done.

Jim Karch
Director of Public Works

Applicant Signature

Lot Number 4 BROOKRIDGE ESTATES
Residential Width 20-22'
Commercial Width
Surface - Asphalt Surface - Concrete YES

NOTES:

PAYMENTS: Total Paid: .00 : Check Number: 1000

Item#	Description	Account Code	Tot Fee	Paid	Prv. Pmts	Cur. Pmts
120	Engineering Fee	002101	35.00	35.00	35.00	.00

Planning and Code Enforcement
Building Safety Division
Phone 309/434-2226
Fax 309/434-2857

Engineering Department
Phone 309/434-2225
Fax 309/434-2201

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Public Works / Community Development-Office of Economic Development

SUBJECT: Consideration of a Resolution designating and authorizing the project to relocate the Traffic Signal Controller Cabinet located at the northeast corner of Locust Street and Colton Avenue as a Redevelopment Project in the Empire Street Corridor Redevelopment Project Area, at an estimated cost of \$20,000, as requested by the Public Works Department and the Community Development Department's Office of Economic Development.

RECOMMENDATION/MOTION: The Resolution designating and authorizing a Redevelopment Project in the Empire Street Corridor Redevelopment Project Area at an estimated cost of \$20,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3. Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses; Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; Objective 3c. Revitalization of older commercial homes; Objective 3d. Expanded retail businesses; Objective 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; Objective 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; Objective 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: Public Works and Community Development's Office of Economic Development recommend designating a project to relocate the traffic signal controller cabinet located at the northeast corner of Locust Street and Colton Avenue as a TIF Redevelopment Project. This designation will enable the use of future TIF property tax increment (when available) to reimburse the City's Engineering Administration-Contracted Traffic Signal Work account to cover the cost of the proposed traffic signal controller cabinet relocation project.

The Public Works Department has made plans to relocate the traffic signal controller cabinet at the request of Bloomington School District 87. District 87 recently installed a new sign at the northeast corner of Locust Street and Colton Avenue. The view of the new sign is partially blocked by the traffic signal controller cabinet, as seen in the photo below. The proposed new location of the controller cabinet is north of the school sign along Colton Avenue in the public

right of way, outside of the view shed of the sign. The attached map provides detail on the current location of the controller box and the proposed new location.



This proposed project lies within the boundaries of the Empire Street Corridor TIF District. The City Council established this TIF District on February 22, 2016. The Empire Street Corridor TIF District includes commercial properties along Empire Street between Veterans Parkway and Towanda Avenue. The Empire Street Corridor Redevelopment Project Area is intended to induce development interest within this area and make improvements to public infrastructure.

The proposed project qualifies as a TIF eligible public works project under the TIF Act and would further the objectives outlined in the Redevelopment Plan for the Area including specifically, the Plan's objective to "Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan to renovate existing buildings, reduce building vacancies, selective redevelopment of properties, upgrade the water distribution system and other public works improvements." The project's projected costs are summarized below:

Controller Relocation	\$14,500.00
Estimated Additional Expenses	\$5,500.00
TOTAL	\$20,000.00

As is routine under this and other Public Works maintenance contracts, City staff will monitor the project to ensure efficient, quality work. The work will occur during Fiscal Year 2019 as weather permits.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington School District 87 made the request for the City of Bloomington to relocate the traffic signal controller cabinet.

FINANCIAL IMPACT: Funds will be allocated from the Engineering Administration-Contracted Traffic Signal Work account (10016210-70662) in the amount of \$20,000 to pay the costs to relocate the controller cabinet. Stakeholders can locate information related to traffic signal maintenance in the FY 2019 Adopted Budget Book titled “Budget Overview and General Fund” on page 331. This project qualifies for TIF reimbursement, and the City can be reimbursed for the costs of this project from the Empire Street Corridor TIF Fund when funds are available

Reimbursement from the TIF Fund will only be possible if the Council approves the recommended

Resolution to designate this project as Redevelopment Project prior to commencing work on the project. Reimbursement from the TIF Fund in the future will permit the City to make further investments in City infrastructure in the TIF Area and citywide. If the City Council does not adopt the proposed Resolution, the project could still proceed using previously budgeted funds. However, the costs of the project will not be eligible for reimbursement from the TIF Fund.

COMMUNITY DEVELOPMENT IMPACT: The Neighborhoods, Education, and Utilities chapters of the City’s Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to relocating the controller cabinet:

N-2 Improve community identity and appearance by celebrating the unique nature and character of the City’s individual neighborhoods.

N-2.3 Enhance Bloomington’s public realm

EDU-1 Increased coordination between the City and the school districts to maintain high quality educational opportunities equitably for all students within the City

EDU-1.2 The City will partner with District 87 to revitalize the established neighborhoods in the core of the City

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment

UEW-1.2 Expand City’s infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core.

The proposed project is located in the Empire Street Corridor Redevelopment Project Area (TIF District) which was established by the City Council on February 22, 2016. The objectives of the Redevelopment Plan for this TIF District are to:

1. Reduce or eliminate those conditions that qualify the Area as eligible for tax increment financing by carrying out the Redevelopment Plan to renovate existing buildings, reduce building vacancies, selective redevelopment of properties, upgrade the water distribution system and other public works improvements.
2. Prevent the recurrence of blighting conditions.

3. Enhance the real estate tax base for the City and all overlapping taxing districts through the implementation and completion of the activities identified herein.
4. Encourage and assist private investment in the redevelopment of the Area through the provision of financial assistance as permitted by the TIF Act.
5. Provide for safe and efficient traffic circulation within the Area.
6. Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator
Michael Hill, Miscellaneous Technical Assistant

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

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Department

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Resolution
- Exhibit A
- Cost Estimate

RESOLUTION NO. 2018 - ____

**A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY,
ILLINOIS AUTHORIZING A REDEVELOPMENT PROJECT IN THE EMPIRE
STREET CORRIDOR REDEVELOPMENT PROJECT AREA
(Relocation of the traffic signal controller cabinet located at the northeast corner of the
intersection of Locust Street and Colton Avenue)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “TIF Act”), the Mayor and City Council of the City (the “Corporate Authorities”) are empowered to undertake the development or redevelopment of designated areas within municipal boundaries of the City in which existing conditions permit such areas to be classified as a “blighted area” as defined in Section 11.74.4-3(a) of the TIF Act or as a “conservation” area as defined in 11-74.4-3(b) of the TIF Act; and,

WHEREAS, on February 22, 2016, the Corporate Authorities by Ordinance Nos. 2016-08, 2016-09, and 2016-20, approved a Tax Increment Financing Redevelopment Plan for the Empire Street Corridor Redevelopment Project Area (the “Redevelopment Plan”); designated the Empire Street Corridor Redevelopment Project Area as a “redevelopment project area” under the TIF Act (the “Project Area”); and, adopted tax increment financing for the Redevelopment Project Area; and,

WHEREAS, pursuant to the Redevelopment Plan certain goals and objectives were established including improvements to the infrastructure serving the Project Area; and,

WHEREAS, Bloomington Public School District 87 has made a request of the City for the City to relocate the traffic signal controller cabinet located at the northeast corner of the intersection of Locust Street and Colton Avenue within the Project Area shown on “Exhibit A” at an estimated cost of \$20,000, which request and plan has been reviewed by the Corporate Authorities and has been deemed to be a project in furtherance of the Redevelopment Plan; and, therefore, is prepared to authorize the City Manager to proceed to undertake these improvements in accordance with the procedures mandated by the City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois, that Bloomington Public School District 87’s requested relocation of the traffic signal controller cabinet within the Empire Street Corridor Redevelopment Project Area in the areas shown on “Exhibit A” is hereby approved and the City Manager and staff are hereby directed to proceed with this project as a Redevelopment Projects furtherance of the Redevelopment Plan for the Empire Street Corridor Redevelopment Project Area.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 27th day of August, 2018.

APPROVED this ____ day of August, 2018

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

ATTEST:

Tari Renner, Mayor

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





Bodine Electric

OF DECATUR

Traffic Division

1845 North 22nd Street ▪ Post Office Box 976 ▪ Decatur, IL 62526

Phone (217) 423-2593 ▪ (800) 252-3369 ▪ Fax (217) 420-4275

June 27, 2018

Location: Bloomington IL

Attn: Chris Kane

RE: Relocate Traffic Signal Cabinet –Locust and Colton

Price to Relocate Controller Cabinet at Locust and Colton---\$ 14,500.00 Dollars. (

Install 4 inch conduit t from existing Double handhole, Pot hole High Pressure gas for Nicor before conduit install , core drill handhole, Install New Controller foundation, tie in Service conduit and wire, Restore area, Remove and replace sidewalk where needed, Install New traffic signal cable QTY: 29 new cable's in and hook up, maintain existing signal operation , when Transfer to new cabinet , Signals will be in red flash during change over, All traffic control included) .

Thank you

Duane Turner
Traffic Division Manager
Bodine Electric of Decatur
217-519-1910
dturner@bodinemail.com



CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process to approve an Agreement with the University of Illinois Veterinary College for Miller Park Zoo for Veterinary Services in an amount up to \$51,000 annually through June 30, 2023, as requested by the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: The Resolution Waiving the Formal Bidding Process to approve an Agreement with the University of Illinois Veterinary College for Miller Park Zoo for Veterinary Services in an amount up to \$51,000 annually through June 30, 2023 be approved, the Mayor and City Clerk be authorized to execute the Resolution, and the City Manager and City Clerk be authorized to execute the Agreement.

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

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

BACKGROUND: The Zoo currently utilizes University of Illinois. This contract is up for approval since the last one expired in June. The recently expired contract stated the Zoo would receive service each week for \$529 per visit and \$0.50 per mile. The new contract included shows a change for the cost of \$636.88 per visit plus \$0.50 per mile. This contract includes an up to 5% increase each year the contract is valid. This new contract has also been given to the Scovil Zoo (Decatur) where University of Illinois also provides veterinary care. The true annual cost of this contract is likely to be closer to \$35,000 for weekly visits.

The bid waiver is requested because this contract provides the veterinary care for the animal collection at the Miller Park Zoo. The animal collection at the Zoo requires an expertise that not many in the country possess. The veterinarian must possess a wide range of expertise across all types of animals. In any given day of rounds, a veterinarian may treat a frog, seal, guinea pig, Wallaroo, and goat in one morning. City Staff believe that this contract meets all of the foreseeable needs of the Zoo's animals.

The Miller Park Zoo staff feels that the University of Illinois Veterinary College is the best option for the Zoo because of price and expertise. Zoo Staff has been very pleased with the service the University of Illinois has provided over the last five plus years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: University of Illinois

FINANCIAL IMPACT: The FY 2019 Miller Park Zoo Budget has incorporated the cost furnished by the University of Illinois for veterinary service. This expenditure has been captured in the FY2019 budget in the Miller Park Zoo- Veterinary Services account (10014136-70040). The annual agreement is up to \$51,000. Stakeholders can locate this in the FY 2019 Budget Book titled “Budget Overview & General Fund” on page 216.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jay Tetzloff, Director-Parks, Recreation and Cultural Arts

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Contract
- Resolution – Bid Waiver



AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND
THE CITY OF BLOOMINGTON, ~~ILLINOIS~~, ILLINOIS

The parties to this Agreement are the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Veterinary Teaching Hospital on the Urbana-Champaign campus ("University"), and the City of Bloomington on behalf of Miller Park Zoo, a(n) Not-For-Profit Corporation with a principal office at 1020 S Morris Ave, Bloomington, Illinois 61701¹² ("Client").

ARTICLE 1. PURPOSE.

Client desires to engage the expertise of University to perform certain services, and University has determined that performing the services will promote one or more of the University's missions of public service, research, teaching, and economic development.

ARTICLE 2. SCOPE OF SERVICES.

2.1. Services to Be Performed. University shall perform the following "Services":

Routine physical examinations of healthy animals to detect early signs of disease, perform treatments and diagnostic procedures as deemed necessary for health care of animals, vaccinate animals, sedations/anesthesia and restraint of intractable animals in order to conduct clinical procedures, including surgery, radiology, teeth cleaning, physical exams, emergency services and other treatments. Train zoo staff to give injections, administer medications, change dressings, etc. Animals may be treated on site at Miller Park Zoo or brought to the Veterinary Teaching Hospital in Urbana by Miller Park Zoo personnel when deemed appropriate. Maintain medical records of all services either at Miller Park Zoo or at the Veterinary Teaching Hospital.

2.2. Deliverables. University shall deliver to Client the following reports or other deliverables:

Those services described above as well as medical records indicating findings, diagnostic procedures and treatments with recommendations for continued health maintenance. Receipts for services provided.

2.3. Discrepancies and Omissions. If there are any discrepancies or omissions regarding the scope of Services, University will obtain written clarification from Client before providing the Services at issue.

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ARTICLE 3. TERM AND TERMINATION.

3.1. Term. The term of this Agreement shall be July 1, 2018 through June 30, 2023³⁴.

3.2. Renewal Options. The parties may renew this Agreement only by written amendment in accordance with Section 9.7. The term, including all renewals, shall not exceed five years. The parties may adjust compensation rates at time of renewal.

3.3. Termination for Cause. A party that defaults in performance or commits a material breach of this contract ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The other party may terminate this contract without further notice if the defaulting party fails to cure the breach within the prescribed period, or within an agreed period of time.

3.4. Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.

3.5. Effect of Early Termination. In the event of early termination, Client shall pay University for Services performed to the date of termination and for the cost of all non-cancellable obligations made on Client's behalf.

ARTICLE 4. COMPENSATION.

4.1. Rate of Compensation. Client shall pay University compensation at the rate of \$636.88 per visit with a ~~rate increase 5% increase~~ each year on July 1 which will be reflective and consistent with the VTH charge increase, not to exceed 5%, plus \$0.50 per mile. Emergency consultations can be provided over the phone, however, emergencies that require an on-site visit will be charged at the per visit rate plus mileage. Emergency services that are performed at the Veterinary Teaching Hospital will be charged at the established hospital rate consistent with the public/client rate. Emergency consultations can be provided over the phone, however, emergencies that require an on-site visit will be charged at the per visit rate plus mileage. Maximum of \$51,000 per year, for a maximum total payment of \$153,000 for all Services performed.

4.2. Payment Schedule. Client shall pay University according to the following schedule:

Billed at the time of services.

4.3. Remittance Instructions. Not more frequently than monthly, University will submit to Client an invoice for Services performed, including any allowable reimbursable expenses incurred. Within 30 days of its receipt of invoice, Client will remit the total due to University at the address indicated on the invoice. University will not pay interest on Client funds advanced or otherwise held on deposit.

4.4. Late Payments. University will assess a finance charge of 21% per annum (1.75% per month) on the unpaid balance each month. University may refer Client's past due account for collection or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including any attorney fees and court costs.

4.5. Suspension of Services. University may suspend performance of Services with five days' written notice for Client's failure to make timely payments. University will resume performance upon Client's payment of all monies owed to University, provided that Client is not otherwise in default of its obligations under this Agreement.

ARTICLE 5. LIABILITY.

5.1. DISCLAIMER. University makes no representations, and disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose and non-infringement, regarding all services, goods, and facilities furnished to Client under this Agreement.

5.2 Limitation of Liability. University shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this Agreement, even if University had been advised of the possibility of such damages. University's liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client for Services performed.

5.3 Libelous Matter. Client shall be responsible for all claims and liabilities arising out of any libelous or other unlawful matter contained in data furnished by Client to University.

ARTICLE 6.INSURANCE.

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million

per claim and \$3 million aggregate, and shall furnish the other party with evidence of such insurance upon request.

ARTICLE 7. RIGHTS IN WORK PRODUCT.

Title to existing intellectual property used by University in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by University employees and agents in performance of Services shall vest in University. Title to all tangible property made by University employees and agents in performance of Services shall vest in University unless specifically identified as a deliverable under Section 2.2. In such event, title to all deliverable tangible property shall vest in Client upon delivery by University.

ARTICLE 8. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Client shall pay all costs and expenses, including royalties and license fees, incident to any third party intellectual property rights required to perform the Services. Client shall indemnify University and its trustees, officers and employees against all third party infringement claims arising from intellectual property rights furnished by Client to University for its use in performing this Agreement.

ARTICLE 9. GENERAL PROVISIONS.

9.1. Force Majeure. A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

9.2. Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them.

9.3. Use of Name. Client shall not use University's name or protected marks for any commercial purpose without University's advance written consent.

9.4. Headings. Headings in this contract are intended only to assist with readability and are not substantive.

9.5. Severability. If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.

9.6. Assignment. Neither party may assign its obligations under this contract without the prior written consent of the other party.

9.7. Amendments. No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.

9.8. Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance. Breach of this provision is a material breach of this contract.

9.9. Waiver. The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

9.10. Non-Exclusivity. This contract is non-exclusive.

9.11. Counterparts/Facsimile Signatures. This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

9.12. Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.

9.13. Notices. To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

University Representative:
Cindy Dillman

Veterinary Teaching Hospital
2001 S. Lincoln
Urbana, IL 61802
217-333-0353
cadillma@illinois.edu

Client Representative:
[Tim Gleason](#) ~~David A. Hale,~~
City Manager
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61701
309-434-2204

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9.14. Choice of Law. This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.

9.15. Integration. This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

9.16. Authorized Signatories. The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

By: _____
Avijit Ghosh, Interim Comptroller

Tim Gleason

Date: _____

City Manager

CITY OF BLOOMINGTON

By: _____

Printed: _____

Title: _____

Date: _____

RESOLUTION NO. 2018 – _____

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING
REQUIREMENTS AND APPROVING THE AGREEMENT WITH
THE UNIVERSITY OF ILLINOIS VETERINARY COLLEGE FOR
MILLER PARK ZOO SERVICES**

WHEREAS, the Parks, Recreation and Cultural Arts Miller Park Zoo has used the University of Illinois veterinary services for over the five years and received expertise service and fair pricing; and

WHEREAS, the University of Illinois Veterinary College possess a wide range of expertise across all types of animals found at Miller Park Zoo and; and

WHEREAS, in any given day of rounds, veterinarians may treat a frog, seal, guinea pig, Wallaroo and goat in one morning; and

WHEREAS, staff recommends waiving the formal bidding process and entering into an agreement with the University of Illinois Veterinary College for veterinary services for the next five years through June 30, 2023 with a not to exceed five (5%) increase beginning with an up to amount of \$51,000 the first year.

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

That the recitals set forth above are incorporated herein, the formal bid requirements waived and the Interim City Manager, or designated representatives, is authorized to secure the purchase of the Evoqua Water Technologies Odor Control Services, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 27th day of August, 2018.

APPROVED this ____ day of August, 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

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



CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Fire and Parks, Recreation, and Cultural Arts Departments

SUBJECT: Consideration of an Ordinance amending the Fiscal Year 2019 Budget in the amount of \$59,100 to complete the Fire Service Memorial at Miller Park, as requested by the Fire and Parks, Recreation and Cultural Arts Departments.

RECOMMENDATION/MOTION: The Ordinance amending the FY2019 Budget, in the amount of \$59,100, to complete the Fire Service Memorial at Miller Park be approved, and the Mayor and the City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great Place – Livable, Sustainable City

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

BACKGROUND: The Fire Department 150th Committee has been fund raising to build a Fire Service Memorial in Miller Park. The project is being completed as a cooperative effort between the Fire Department and the Parks, Recreation and Cultural Arts Department. The funding for this project has been provided through donations. Fund raising has secured \$101,600 with the Foreign Fire Insurance Board committing to fund the additional amount needed to reach the now estimated \$160,000 cost of the project by calendar year 2022. The donations are in the Park Dedication fund for the Miller Park area and PRCA Director Tetzloff has agreed to allow the use of fund balance that is available in that fund to continue with the project. The budget amendment will allow for sufficient funds needed to complete the project to meet the dedication ceremony by utilizing an additional \$700 in donations specifically for the Fire Service Memorial and \$58,400 in Fund Balance from the Parkland Dedication Fund. Any use of the Park Dedication fund balance will be reimbursed by the future donations from the Foreign Fire Insurance Board within the next three (3) fiscal years. Staff will bring back any additional items, if needed, to award the work in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington Firefighters Local 49, Bloomington Normal Firefighter Retirees Association, citizens through Social Media

FINANCIAL IMPACT: If approved, a Budget Amendment for \$59,100 will be executed for the Park Dedication – Other Capital Outlay account (24104100-72190). The Park Dedication fund will be reimbursed by the Foreign Fire Insurance Board in whole over the course of the next three (3) fiscal years for any fund balance that has to be used to complete the project. Park Dedication

funds are payments received from developers to provide park facilities when a subdivision is developed. Please see Budget Amendment Exhibit 1 for specific account details.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:	Brian M. Mohr, Fire Chief
Finance & Budgetary Review By:	Chris Tomerlin, Budget Analyst Scott Rathbun, Interim Finance Director
Water/Community Dev. Review By:	Katie Simpson, City Planner
Legal Review By:	Jeffrey Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Exhibit

ORDINANCE NO. 2018 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

The budget amendment is requested for \$59,100.00 to purchase materials such as bricks, sand, flagpoles, and lighting, as requested by the Fire department for the Fire Service Memorial at Miller Park.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

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

PASSED this 27th day of August 2018.

APPROVED this ____ day of August 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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

FY 2018 Budget Amendment-Exhibit 1

Account #	Fund	Account Description	Amount	Comments
24104100-40000	Park Dedication	Use of Fund Balance	\$ (58,400.00)	
24104100-57310	Park Dedication	Donations	\$ (700.00)	
24104100-72190	Park Dedication	Other Capital Outlay	\$ 59,100.00	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of:

- (a) An Ordinance amending the Fiscal Year 2019 Budget to reallocate \$30,000 from the Engineering General Fund to the Capital Improvement Fund, and
- (b) A Resolution authorizing a Change Order, in the amount of \$30,000, to the Fiscal Year 2019 Sidewalk Vertical Displacement Repair Program Contract awarded to Gildner, Inc. on April 23, 2018, as requested by the Public Works Department.

RECOMMENDATION/MOTION: Approving:

- (a) The Ordinance amending the FY19 Budget to reallocate \$30,000 from the Engineering General Fund to the Capital Improvement Fund, and
- (b) The Resolution authorizing a Change Order, in the amount of \$30,000, to the FY19 Sidewalk Vertical Displacement Repair Program Contract awarded to Gildner, Inc. on April 23, 2018, and
- (c) The Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 4. Strong Neighborhoods; Goal 5. Great Places—Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost effective, efficient manner; Objective 2a. Better quality roads and sidewalks; Objective 4c. Preservation of property/home valuations; Objective 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: Public Works is recommending an ordinance amending the FY 2019 budget to reallocate \$10,000 from the Engineering Administration-Engineering Services (10016210-70050) account, \$10,000 from the Engineering Administration-Other Professional Services (10016210-70220) account, and \$10,000 from the Engineering Administration-Other Purchased Services (10016210-70690) account, for a total of \$30,000, to the Capital Improvement Fund (40100100-72560). The budget amendment, along with the recommended change order resolution, will enable Public Works to make additional sidewalk saw cuts to repair sidewalks in the City of Bloomington.

A sidewalk saw cut, or “grind,” involves shaving off the top of a selected sidewalk panel so that the panel matches the adjoining panel. Displacement between the two panels is eliminated. A grind might also entail cutting along a cracked panel. Many of the displacements are caused by settlement of ground underneath the sidewalk or by heaving caused by tree roots. Typically, it costs half the amount of money or less to grind a panel rather than replacing the panel. Major displacements – generally over an inch – are ordinarily rectified with panel replacement, because the cost of the grind begins to approach replacement cost.



Periodically, the displacement contract is used to pay for patching, usually Downtown, on a time and materials basis. In the example pictured at the right, crews used patching, rather than panel replacement, because the displaced sidewalk panel was situated next to an underground building vault.

In FY 2018, Public Works procured \$20,000 for sidewalk grinds to supplement its sidewalk program. The City used the funds to improve Downtown sidewalks. Due to the cost savings, need, and positive results seen in FY 2018, the Department pursued saw cutting again in FY 2019. City staff prepared a separate, \$50,000 contract for displacements to obtain a good price and to emphasize the program. The City Council approved this contract on April 23, 2018.



Downtown remained a primary target for the FY 2019 Sidewalk Vertical Displacement Repair Program. The program also targeted established east side neighborhoods where the physical condition of concrete panels remains good, but displacements are present. The City’s contractor completed approximately 400 sidewalk grinds at east side locations through early August.

With the Council’s continued support, Public Works could make its neighborhood grinding program into a more systematic and integral part of its sidewalk improvement efforts. Working with contractors, the City could target entire neighborhoods, rather than select locations where citizens complain about the condition of the sidewalk. For example, contractors performed this summer for the entire second and third additions of Oakridge subdivision.

The contract has exhausted the budgeted funding for the Sidewalk Vertical Displacement Repair Program. The Department wishes to allocate an additional \$30,000 for grinds. It would do so by repurposing money within the Public Works Engineering Administration budget. The additional money for grinds would primarily target the following areas:

- Downtown, especially along East Street. This will essentially complete core Downtown improvements that can be achieved through grinding, rather than sidewalk replacement.
- East side neighborhoods. The Department will continue grinding in east side neighborhoods, such as Eagle Crest, so that neighborhoods are systematically inspected and improved.
- Southwest neighborhoods. Southwest neighborhoods, such as Pepper Ridge, are facing the same sidewalk issue as established east side areas like Oakridge. These Southwest areas should be addressed in a similar manner: grind where appropriate and replace panels where necessary, as sidewalk replacement funds become available.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: George Gildner, Inc. management has agreed to extend the contract.

FINANCIAL IMPACT: If approved, the Engineering Administration-Engineering Services (10016210-70050) account will be lowered by \$10,000, the Engineering Administration-Other Professional Services (10016210-70220) account will be lowered by \$10,000, and the Engineering Administration-Other Purchased Services (10016210-70690) account will be lowered by \$10,000. The General Fund Transfers-To Capital Improvement account (40100100-72560) raised by \$30,000 and a transfer to Capital Improvement Fund processed. The full accounting can be seen on the attached Budget Amendment. As these funds were projected to be used, this results in a net zero effect on projected fund balances and allows additional work to facilitate sidewalk repair. Stakeholders can locate the Engineering Budget in the FY 2019 Budget Book titled “Budget Overview & General Fund” on page 331.

COMMUNITY DEVELOPMENT IMPACT: The Neighborhoods, Housing, Downtown, and Health chapters of the City’s Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to sidewalks:

N-1. Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods

N-1.4 Identify opportunities to gradually transition the low density residential developments in the Stable Areas into mixed use, walkable neighborhoods that appeal to all residents

H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City.

H-2.1 Improve transportation and land use coordination to ensure denser and walkable neighborhoods

D-5. Continue to develop a multi-modal transportation network in Downtown.

D-5.2 Enhance the walkability and bikability within and to Downtown and facilitate access to car-sharing and bicycle sharing services in the Downtown district.

HL-3. Ensure a healthy environment and accessibility of parks and open spaces.

HL-3.1 Eliminate barriers that discourage people from walking and biking to parks and recreational facilities

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

Respectfully submitted for Council consideration.

Prepared By: Stephen Arney, Engineering Technician
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Kevin Kothe PE, City Engineer

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Resolution
- Map
- Exhibit

ORDINANCE NO. 2018 – ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

A change order in the amount of \$30,000 to the FY 2019 Sidewalk Vertical Displacement Repair Program Contract awarded to George Gildner, Inc

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

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

PASSED this 27th day of August 2018.

APPROVED this ____ day of August 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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

RESOLUTION NO. 2018 - ____

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$30,000
TO THE FY2019 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM
CONTRACT AWARDED TO GEORGE GILDNER, INC.**

WHEREAS, The City of Bloomington has previously authorized a contract with George Gildner Inc. for the FY 2019 Sidewalk Vertical Displacement Repair Program (Bid 2018-34, PO# 2019-0023); and

WHEREAS, use of saw grinding and periodic patching have proven to be an economical and effective measure to improve sidewalk and this change order will allow additional sidewalk work to be completed; and

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the City of Bloomington and in furtherance of the existing agreement;

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

That a change order in the amount not to exceed thirty thousand dollars and zero cents (\$30,000) in the FY 2019 Sidewalk Vertical Displacement Repair Program contract between the City of Bloomington and George Gildner, Inc. is hereby approved.

PASSED this 27th day of August 2018.

APPROVED this ____ day of August 2018.

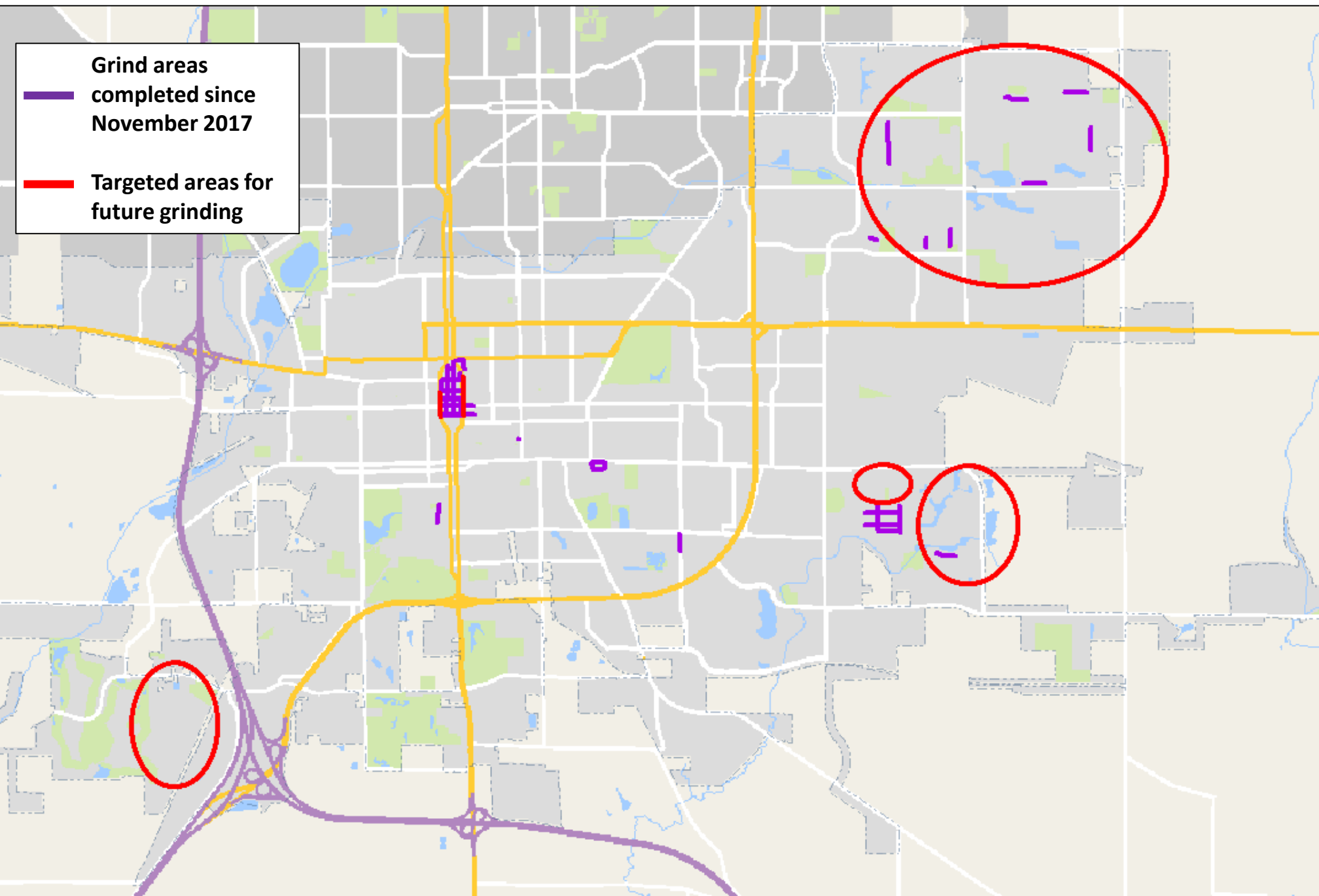
CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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

Completed sidewalk grinds and targeted area for future sidewalk grinding



FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
10016210-70050	General	Engineering Services	\$ (10,000.00)	
		Other Professional & Technical		
10016210-70220	General	Services	\$ (10,000.00)	
10016210-70690	General	Other Purchased Services	\$ (10,000.00)	
10019180-89410	General	To Capital Improvement	\$ 30,000.00	
TOTAL TRANSFER OUT FROM GENERAL FUND:			\$ -	
40100100-85100	Capital Improvement	From General Fund	\$ (30,000.00)	
40100100-72560	Capital Improvement	Sidewalks	\$ 30,000.00	
TOTAL TRANSFER IN:			\$ -	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance (1) providing for the Vacation of a Utility Easement lying within the Drury Inn Subdivision and (2) approving a Final Plat of Resubdivision of Lots 3 & 4 in the Drury Inn Subdivision so Aldi, Inc. can prepare for a future grocery store location on Maple Hill Road, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Ordinance (1) providing for the Vacation of a Utility Easement lying within the Drury Inn Subdivision and (2) approving the Final Plat of Resubdivision of Lots 3 & 4 in the Drury Inn Subdivision, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Public Works is recommending an ordinance that will provide for the vacation of a utility easement within Drury Inn Subdivision and approve the final plat of resubdivision of lots 3 & 4 in Drury Inn Subdivision. The easement vacation plat and final plat are a result of petitions from Aldi, Inc. in order for the company to prepare for a future grocery store location on Maple Hill Road, east of the existing Bob Evans (see image on next page).

The subject final plat consists of two lots, adjusts the property line between the two lots, and vacates several easements that were previously dedicated. It complies with City engineering standards (Manual of Practice and Chapter 24 of City Code), and City staff has no objections to the plan. The City charged tap-on fees for the properties when they were originally final platted.



No additional tap-on fees will be due. The final plat qualifies for submission under the Expedited Final Plat submission process, Chapter 24, Section 3.5.6 of the Bloomington City Code, which means that a preliminary plan is not required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Aldi, Inc.

FINANCIAL IMPACT: There will be no financial impact to the City. Aldi, Inc. paid for all survey and plat costs.

COMMUNITY DEVELOPMENT IMPACT: ED-1.1 Focus on retention and expansion of existing businesses ED-4 Enhance the image of Bloomington as a business friendly community ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

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

Respectfully submitted for Council consideration.

Prepared By: Anthony J. Meizelis PE, Civil Engineer
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Kevin Kothe, PE, City Engineer

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

Water/Community Dev. Review By: Katie Simpson, City Planner

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance And Legal Description(s)
- Easement Vacation Petition
- Easement Vacation Utility Letters
- Final Plat Petition
- School District Certificate (Not Notarized)
- Final Plat County Clerks Certificate
- Drainage Statement
- Owner's Certificate

- Final Plat Checklist
- Council Map And Plat

ORDINANCE NO. 2018 - ____

**AN ORDINANCE PROVIDING FOR
THE VACATION OF A UTILITY EASEMENT AND STORM SEWER EASEMENT LYING
WITHIN DRURY INN SUBDIVISION,
AND APPROVING THE FINAL PLAT OF RESUBDIVISION OF LOTS 3 & 4 IN DRURY INN
SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of a utility easement and a storm sewer easement lying within Drury Inn Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Resubdivision of Lots 3 & 4 in Drury Inn Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petitions are valid and sufficient and conform to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said utility easement and storm sewer easement as requested in this case.

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

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

SECTION 2. That the utility easement and storm sewer easement vacation, as shown on the Final Plat of Resubdivision of Lots 3 & 4 in Drury Inn Subdivision dated August 14, 2018 is approved and said easements are hereby vacated.

SECTION 3. That said vacation of utility easement is reasonable and proper because said easement is not needed for public use by said City, or by utility companies that may have rights of use.

SECTION 4. That the Final Plat of Resubdivision of Lots 3 & 4 in Drury Inn Subdivision dated August 14, 2018 and any and all requested exemptions and/or variations be, and the same is hereby approved.

SECTION 5. This Ordinance shall be effective immediately after its passage and approval.

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

PASSED this 27th day of August 2018.

APPROVED this ____ day of August 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

Exhibit A

Lots 3 and 4 in Drury Inn Subdivision in the City of
Bloomington, McLean County, Illinois, per plat recorded March
22, 2001, as Document No. 2001-8295 in the McLean County
Recorder's Office.

PIN 21-06-126-005 & 21-06-126-006

PETITION FOR VACATION OF

Certain Easements shown on the Final Plat of the Resubdivision of Lots 3 & 4 in Drury Inn
Subdivision

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

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

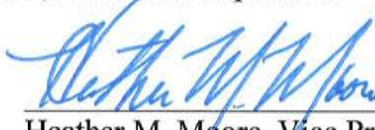
Now comes Aldi Inc., an Illinois corporation, as Buyer under that certain Real Estate Purchase Agreement dated February 26, 2018, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That Petitioner seeks approval of the vacation of certain Easements shown on the Final Plat of the Resubdivision of Lots 3 & 4 in Drury Inn Subdivision adjacent to said premises;
2. That said vacation of easements are reasonable and proper because said easements are not needed for public utilities.

WHEREFORE, your Petitioner prays that certain Easements shown on the Final Plat of the Resubdivision of Lots 3 & 4 in Drury Inn Subdivision be vacated.

Respectfully submitted,

By: Aldi Inc., an Illinois corporation

By: 
Heather M. Moore, Vice President

Connor, Greg

From: Sadler, Eric <esadler@southernco.com>
Sent: Tuesday, April 10, 2018 2:46 PM
To: Connor, Greg
Subject: [EXTERNAL] RE: Lot 3 Drury Inn Subdivision

Hello Greg,

I have reviewed the attachments and it doesn't appear that Nicor Gas has any facilities located within the areas to be vacated. As such, **Nicor Gas** has no objections at this time.

Thank you,

Eric L. Sadler, CFM
Land Management Agent
Land Management Department

Nicor Gas
1844 W. Ferry Rd.
Naperville, IL 60563

630.388.3729 office
630.983.8725 fax
8-458-3729 internal
esadler@southernco.com



From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Tuesday, April 10, 2018 1:58 PM
To: 'adam.r.gangloff@ftr.com' <adam.r.gangloff@ftr.com>; 'Jason Cotner (jcotner@cornbeltenergy.com)' <jcotner@cornbeltenergy.com>; McKinney, Matthew J. <MMckinn@southernco.com>; Thompson, Dean W <DThompson5@ameren.com>; Vonbrethorst, James <James_Vonbrethorst@comcast.com>; Sadler, Eric <esadler@southernco.com>
Cc: Bazan, Brent <bbazan@F-W.com>; Gastel, Jeff <jgastel@F-W.com>
Subject: Lot 3 Drury Inn Subdivision

Good afternoon,

We are in need of vacating another easement on Bloomington's west side. I've attached a location map along with the final plat that shows the easement to be vacated. Please let me know if any of you have an utilities in this easement and if you have any objections with this vacation request.

Please let me know of any questions.

All the best,

Connor, Greg

From: Gangloff, Adam <adam.r.gangloff@ftr.com>
Sent: Wednesday, April 11, 2018 8:15 AM
To: Connor, Greg
Subject: [EXTERNAL] RE: Lot 3 Drury Inn Subdivision

Frontier has no utilities in this easement and has no objections with this vacation request.

Adam Gangloff
Frontier – Network Engineering
109 E. Market St.
Bloomington, IL 61701
309.557.1378

From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Tuesday, April 10, 2018 1:58 PM
To: Gangloff, Adam <adam.r.gangloff@ftr.com>; 'Jason Cotner (jcotner@cornbeltenergy.com)' <jcotner@cornbeltenergy.com>; Matt McKinney <MMckinn@agresources.com>; Thompson, Dean W <DThompson5@ameren.com>; Vonbrethorst, James <James_Vonbrethorst@comcast.com>; Sadler, Eric <esadler@southernco.com>
Cc: Bazan, Brent <bbazan@F-W.com>; Gastel, Jeff <jgastel@F-W.com>
Subject: Lot 3 Drury Inn Subdivision

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Good afternoon,

We are in need of vacating another easement on Bloomington's west side. I've attached a location map along with the final plat that shows the easement to be vacated. Please let me know if any of you have an utilities in this easement and if you have any objections with this vacation request.

Please let me know of any questions.

All the best,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.
2709 McGraw Drive | Bloomington, IL 61704
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244
www.f-w.com | www.greennavigation.com

Drury Inn

Connor, Greg

From: Thompson, Dean W <DThompson5@ameren.com>
Sent: Friday, May 04, 2018 7:59 AM
To: Connor, Greg
Subject: [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

Good Morning Greg,

For the Drury Inn site Ameren has no issue for this easement vacation. If you have any further question, please feel free to contact me.

Thanks
Dean Thompson

Dean Thompson

Distribution Design Supervisor
Division III
T 309-823-9227 C 217-358-7974
E dthompson5@ameren.com

.....
Ameren Illinois: 501 E LaFayette St., Bloomington, IL 61701

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SSIRACT is Ameren Value

Safety Stewardship Integrity Respect Accountability Commitment to Excellence Teamwork

 Please consider the environment before printing this message.

From: Connor, Greg <gconnor@F-W.com>
Sent: Thursday, May 03, 2018 2:38 PM
To: Thompson, Dean W <DThompson5@ameren.com>
Subject: [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

EXTERNAL SENDER

Gotcha. Thank you

From: Thompson, Dean W [<mailto:DThompson5@ameren.com>]
Sent: Thursday, May 03, 2018 2:35 PM
To: Connor, Greg <gconnor@F-W.com>
Subject: [EXTERNAL] RE: Empire Business Park 8th Addition Easement Vacation Request

No that is being worked on later today.. I wasn't sure if the Empire easement needed verbiage from Ameren to proceed.

Connor, Greg

From: Wyman, Ted <Ted_Wyman@comcast.com>
Sent: Wednesday, April 11, 2018 11:54 AM
To: Connor, Greg
Subject: [EXTERNAL] RE: Lot 3 Drury Inn Subdivision

Greg,

Comcast has reviewed the proposed vacations of the 15' Storm Sewer easement in Lot 3 and the north/south easement bordering both Lots 3 and 4 as depicted on the Drury Inn Subdivision plat.

Please be advised that Comcast has no infrastructure within either easement and therefore has no objection to the vacations of both easements.

If you have any questions in regards to this information, please don't hesitate to contact me.

Sincerely,

Ted Wyman
Comcast Cable
Right-of-Way Engineer
688 Industrial Drive
Elmhurst, IL 60126
Phone: (224) 229-5850
Fax: (630) 359-5482
Ted_Wyman@comcast.com

From: Connor, Greg [<mailto:gconnor@F-W.com>]
Sent: Tuesday, April 10, 2018 1:58 PM
To: 'adam.r.gangloff@ftr.com'; 'Jason Cotner (jcotner@cornbeltenergy.com)'; Matt McKinney; Thompson, Dean W; Vonbrethorst, James; Sadler, Eric
Cc: Bazan, Brent; Gastel, Jeff
Subject: Lot 3 Drury Inn Subdivision

Good afternoon,

We are in need of vacating another easement on Bloomington's west side. I've attached a location map along with the final plat that shows the easement to be vacated. Please let me know if any of you have an utilities in this easement and if you have any objections with this vacation request.

Please let me know of any questions.

All the best,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.

Connor, Greg

From: Jason Cotner <jcotner@cornbeltenergy.com>
Sent: Wednesday, April 11, 2018 8:26 AM
To: Connor, Greg
Cc: Bazan, Brent; Gastel, Jeff
Subject: [EXTERNAL] RE: Lot 3 Drury Inn Subdivision

This lot is not within Corn Belt's service territory & we have no facilities nearby.

JASON COTNER

FIELD ENGINEER

1 ENERGY WAY | BLOOMINGTON, IL 61705

P 309.664.9246 | F 309.662.9670

jcotner@cornbeltenergy.com

From: Connor, Greg [mailto:gconnor@F-W.com]
Sent: Tuesday, April 10, 2018 1:58 PM
To: 'adam.r.gangloff@ftr.com' <adam.r.gangloff@ftr.com>; Jason Cotner <jcotner@cornbeltenergy.com>; Matt McKinney <MMckinn@aglresources.com>; Thompson, Dean W <DThompson5@ameren.com>; Vonbrethorst, James <James_Vonbrethorst@comcast.com>; Sadler, Eric <esadler@southernco.com>
Cc: Bazan, Brent <bbazan@F-W.com>; Gastel, Jeff <jgastel@F-W.com>
Subject: Lot 3 Drury Inn Subdivision

Good afternoon,

We are in need of vacating another easement on Bloomington's west side. I've attached a location map along with the final plat that shows the easement to be vacated. Please let me know if any of you have an utilities in this easement and if you have any objections with this vacation request.

Please let me know of any questions.

All the best,

Gregory T. Connor | Project Coordinator
Farnsworth Group, Inc.

2709 McGraw Drive | Bloomington, IL 61704

p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244

www.f-w.com | www.greennavigation.com



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

August 10, 2018

Greg Connor
Farnsworth Group, Inc.
2709 McGraw Drive
Bloomington, IL 61701

Subject: Drury Inn Resub lots 3 & 4 – Storm Sewer Easement Vacation
Utility Easement Vacation Signoff

Dear Mr. Connor:

City of Bloomington Public Works and Water departments have reviewed the proposed vacation of the storm sewer easement and utility easement on lot 7 in the proposed resubdivision of lots 3 & 4 of Drury Inn dated 08/08/2018 in Bloomington Illinois.

The City of Bloomington does not have any facilities in these easements and has no objections to the vacations as proposed.

Should you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Anthony Meizelis'.

Anthony J. Meizelis, P.E.
Civil Engineer I

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Bob Yehl, Director of Water
Brett Lueschen, Superintendent of Water Distribution
File

State of Illinois)
)ss.
County of McLean)

Now comes: Aldi Inc., an Illinois corporation, as Buyer under that certain Real Estate Purchase Agreement dated February 26, 2018 (the “Agreement”), hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

- WHEREFORE, your petitioner respectfully prays that said Final Plat for the Resubdivision of Lots 3 & 4 in Drury Inn Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

By: 
Heather M. Moore, Vice President

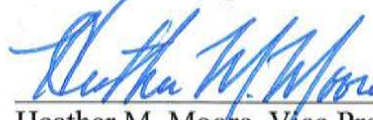
SCHOOL DISTRICT CERTIFICATE

This is to certify that I, as a representative of Aldi Inc., an Illinois corporation, as the Buyer under that certain Real Estate Purchase Agreement dated February 26, 2018 of the property herein described in the Surveyor's Certificate, which will be known as Resubdivision of Lots 3 & 4 in Drury Inn Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this _____ day of _____, 2018.

Aldi Inc., an Illinois corporation

By:


Heather M. Moore, Vice President

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 12 day of July, 2018, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, McLean County, Illinois

PIN 21-06-126-005
21-06-126-006

DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and Aldi Inc., an Illinois corporation, being the Buyer/Developer under that certain Real Estate Purchase Agreement dated February 26, 2018 of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Resubdivision of Lots 3 & 4 in Drury Inn Subdivision", in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Jeffrey M. Gastel
Registered Professional Engineer No. 51694

Buyer/Developer:

Aldi Inc., an Illinois corporation

By:

Heather M. Moore
Heather M. Moore, Vice President

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the Buyer under that certain Real Estate Purchase Agreement dated February 26, 2018 ("Agreement") and that we will, pursuant to the terms of the Agreement become the owners of all the premises embodied in the attached Plat of Resubdivision of Lots 3 & 4 in Drury Inn Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Resubdivision of Lots 3 & 4 in Drury Inn Subdivision" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan Registered Illinois Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
15 day of August, 2018.

Buyer/Developer:
Aldi Inc.

By: *Heather M. Moore*
Heather M. Moore, Vice President

NOTARY CERTIFICATE

State of Illinois)
)Grundy ss.
County of McLean)

I, SHERI L COLEBANK, a Notary Public in and for the county and State aforesaid, do hereby certify that Heather M. Moore, Vice President for Aldi Inc., personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as her free and voluntary act.

Given under my hand and notarial seal this 15 day of August, 2018.

Sheri L Colebank
Notary Public

My commission expires Oct. 30, 2020

SHERI L COLEBANK
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 30, 2020



Resubdivision of Lots 3 & 4 in Drury Inn Subdivision

Date Prepared: 8/10/2018

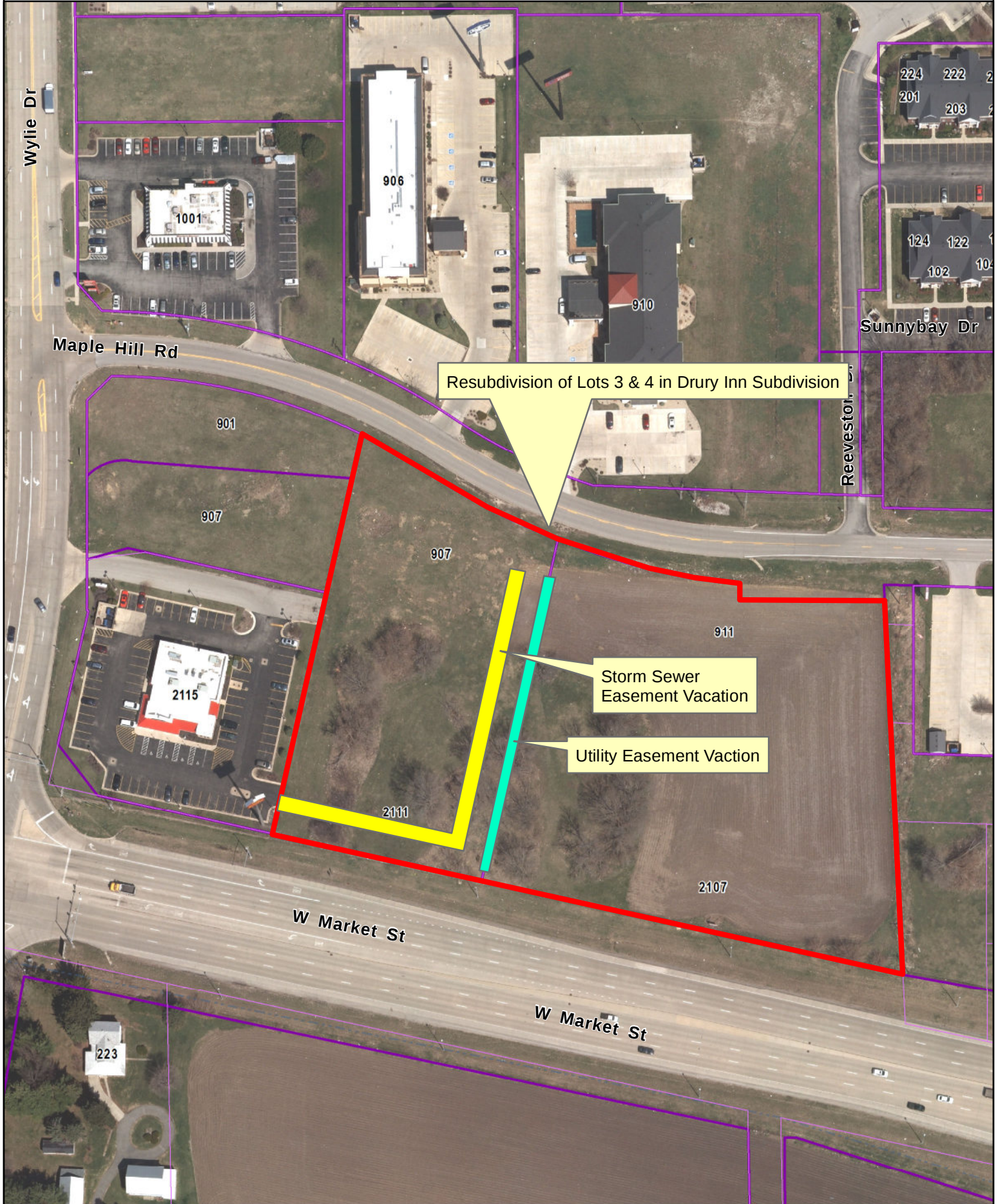
Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	On the Description
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	In Progress
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	In Progress
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	TJM
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	NOT PROVIDED
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	N/A
	Retains the design characteristics of approved public improvement engineering plans and specifications.	N/A
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A

Resubdivision of Lots 3 & 4 in Drury Inn Subdivision



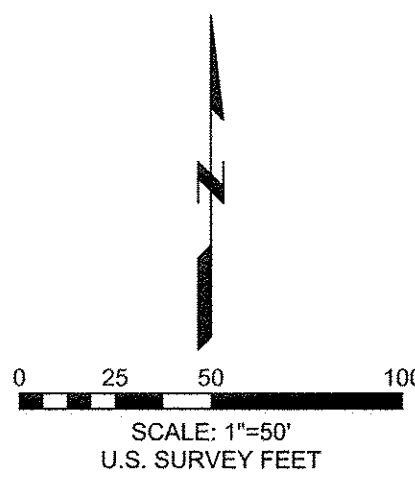
0 112.5 225
Feet

Date: 8/10/2018



RESUBDIVISION OF LOTS 3 & 4 IN DRURY INN SUBDIVISION

PART OF NW 1/4 SECTION 6, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND	
•	IRON ROD
R=	RADIUS
L=	ARC LENGTH
C=	CHORD LENGTH
*135°00'00"	ANGLE MEASURED TO CHORD
N-R	NON-RADIAL
—AC—	ACCESS CONTROL
	UTILITY EASEMENT LINE
	INGRESS/EGRESS EASEMENT
XXXXX	EASEMENT HEREBY VACATED

Surveyor's Declaration

This plat was prepared for the Drury Development Company from a survey, done under my direction, of the following described property:

Lots 3 and 4 in Drury Inn Subdivision in the City of Bloomington, McLean County, Illinois, per plat recorded March 22, 2001, as Document No. 2001-8295 in the McLean County Recorder's Office.

Said Property contains 5.087 acres, more or less.

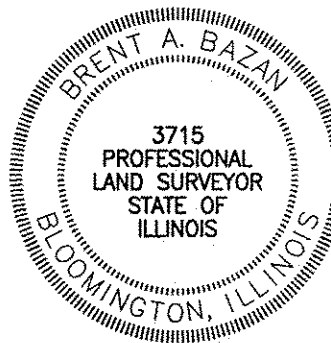
I have subdivided this property into two lots, numbered 7 and 8, and the easements as shown. Said Subdivision is to be known as "Resubdivision of Lots 3 and 4 in Drury Inn Subdivision" in the City of Bloomington, McLean County, Illinois.

This Subdivision lies within Zone X (Areas Determined to be Outside the 0.2% Annual Chance Floodplain) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0481E, dated July 16, 2008.

Witness my hand and seal this 11th day of April, 2018.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704

By: 
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 8-14-18
EXP. DATE: 11-30-2018
DESIGN FIRM REGISTRATION NO. 184-001856

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

Notes:

- Distances shown on curved Lot Lines are chord distances unless noted otherwise.
- An existing 10 foot wide Northern Illinois Gas Company easement lies within the 10 foot wide utility easement along the southeast side of Lot 8 as shown hereon.
- The existing 15 foot wide Storm Sewer easement located on Lot 3 and the 5 foot utility easement on each side of the East Line of Lot 3 per the original Drury Inn Subdivision final plat, are hereby vacated.

OWNER/DEVELOPER:
ALDI INC.
1 ALDI DRIVE
DWIGHT, IL 60420

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Resubdivision of Lots 3 and 4 in Drury Inn Subdivision", presented, passed and approved at a regular meeting of said City Council, held on the Day of _____, 2018, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2018.

City Clerk

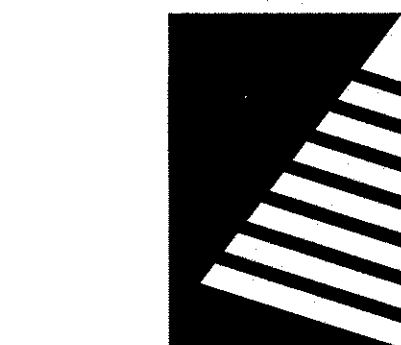
CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN) SS

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2018.

City Engineer
Bloomington, Illinois



Farnsworth
GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:
1	08/08/2018	REVISED OWNER INFORMATION
2	08/14/2018	REVISED UTILITY EASEMENT

PROJECT:

RESUBDIVISION OF LOTS 3 & 4 IN DRURY INN SUBDIVISION

BLOOMINGTON, ILLINOIS

Date: 4-11-18

Design/Drawn: DJM

Reviewed:

Field Book No.: 3247/16

Project No.: 0171414.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.:

24-9218

N.W. 1/4 SEC. 6, T.23N., R.2E. 3P.M.



CONSENT AGENDA ITEM NO. 7Q

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Public Works / Police

SUBJECT: Consideration of an Ordinance amending Chapter 38 of the Bloomington City Code to increase the fines for interfering with Traffic Control Devices and further defining same, as requested by the Public Works and Police Departments.

RECOMMENDATION/MOTION: The Ordinance amending Chapter 38 of the Bloomington City Code to enact a not less than \$250 nor more than \$500 fine for interfering with Traffic Control Devices be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods; Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: The Public Works Department and Police Department are recommending the City Code be updated to enact \$250 to \$500 fine for unauthorized people who intentionally interfere with traffic control devices such as barricades, barrels, cones, and signs.

The current City Code includes a \$10 to \$50 fine for interfering with “any red light or flare,” but does not include traffic control devices. This includes altering, defacing, knocking down, removing, and/or moving the devices. Staff from both departments agree that the local ordinance is the only way to enforce local rules against interfering with the traffic control devices. The fine would be in the form of an ordinance violation. The ordinance will be printed on a sticker that will be placed on traffic control devices to make it clear that a penalty exists and to aid in prosecution of the offense.

The Department wants to ensure City employees and contractors are protected from traffic while they are at or near a job site and ensure that the public are protected from hazards at a job site. Traffic control devices have been defaced, knocked down, or moved at City sewer digs, street patches, and other job sites. This creates a danger to workers and the public. It could also create damage to work that is in progress, which could create significant setbacks for an ongoing project.

People have also interfered with these devices at block parties and other special events and have created potentially life-threatening situations for attendees. At many of these events, people are participating in an activity on a street that is supposed to be closed to traffic. When people remove these traffic control devices without authorization, vehicles may drive onto these closed streets

and create a hazard to anyone who is in the street. In order to accommodate special events, permit applicants will be able to designate specific people that will be able to move barricades. Using the permit application process, the City will authorize the specific people, designated by the permit applicant, to move barricades for vendor access. Those people will be required to move the barricades back to their original position as soon as access is no longer required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Increased revenues may result from this increase. Ordinance Violations revenue is included in the FY2019 Adopted Budget under the Non-Departmental Ordinance Violations account (10010010-55030). Stakeholders can locate this in the FY2019 Adopted Budget Book titled “Budget Overview & General Fund” on page 122.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Kevin Kothe, PE, City Engineer
Clay Wheeler, Chief of Police

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance

ORDINANCE NO. 2018 – ____

AN ORDINANCE AMENDING CHAPTER 38 OF THE CITY CODE TO ENACT A
NOT LESS THAN \$250 NOR MORE THAN \$500 FINE FOR INTERFERING WITH
TRAFFIC CONTROL DEVICES

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

SECTION 1. Chapter 38, Section 9 is amended as follows (additions are indicated by underlines; deletions indicated by strikeouts):

CHAPTER 38: STREETS, SIDEWALKS, AND OTHER PUBLIC WAYS

ARTICLE I: GENERALLY

Section 9. ~~Danger Signals~~ Traffic Control Devices – Interference With – Penalty

Any person ~~who without~~ who does not have the written consent of the Director of Public ~~Service Works~~, the Chief of Fire, the Chief of Police or ~~without the consent of the person doing or superintending the works~~ a designee of Public Works, Fire, or Police, shall ~~throw not intentionally~~ alter, deface, knock down, displace, or remove ~~remove, or move~~ any ~~red light or flare barricades, barrels, cones, signs, or other official devices~~ designed as a protection from danger and placed to protect the public (special events), or to protect work or repairs on streets, sidewalks, or public places. Any person who shall violate any provisions of this Section of the Code shall, upon conviction thereof, be punished by a fine ~~be fined~~ not less than ~~ten~~ two hundred fifty dollars ~~(\$10.00)– (\$250.00)~~ nor more than fifty five hundred dollars ~~(\$50.00)– (\$500.00)~~ for each offense. Under this section, a separate offense shall be each time one (1) traffic control device is intentionally altered, defaced, knocked down, removed, or moved without authorization.

PASSED this 27th day of August 2018.

APPROVED this ____ day of August 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

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



CONSENT AGENDA ITEM NO. 7R

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 20 in Peoria Point from Cathleen C. Haas to Lake Bloomington K-20, LLC, as requested by the Water Department.

RECOMMENDATION/MOTION: The Lake lease transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents within six (6) months of Lake lease transfer approval, subject to completion of the following contingencies:

- (1) the proposed lessee enter into a supplemental attachment to the lot lease incorporating the following as terms into the lease:
 - a) the new lease holder will apply for permits, including an electrical permit, for existing non-leased marginal land and reservoir improvements;
 - b) upon repair or replacement of the septic system the tank size will be brought up to Code;
 - c) upon repair or replacement of the septic system the alarm for the pump system will be removed from the garage and installed in the residence; and
 - d) if the septic system fails, the new lease holder is responsible for all costs associated with repair or replacement of the system;
- (2) any and all lease and refuse fees due to the City are paid in full; and
- (3) the City is provided with documentation of the sale of house located on the property.

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: On July 17, 2018 the McLean County Health Department issued a sewage disposal system letter regarding the subject property noting the following:

1. The septic tank is a minimum of 125 gallons too small. This may remain as is until the septic system is repaired or replaced.

2. The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
3. Tree roots were observed in the outlet baffle of the septic tank. The roots were removed following the evaluation.
4. The alarm for the pump system is located in the garage. This may remain as is until the septic system is repaired or replaced.

To date, the septic system has been pumped and the tree roots have been removed from the outlet baffle of the septic tank. The remaining outstanding issues, the tank being undersized and the alarm being relocated into the residence, have been included in the supplemental attachment to be executed by the proposed lessee. These items must be remedied upon the septic system needing repaired or replaced, whichever happens first.

The septic system was installed in 1968 and is now approximately fifty (50) years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system. With this in mind, the supplemental attachment also includes language that if the system were to fail, the proposed lessee will be responsible for all costs associated with repair or replacement of the system and understands that there is a possibility, based on the size of the leased lot, that the lessee would not have any viable repair/replacement options. Currently, a City owned sanitary sewage collection system does not exist at Lake Bloomington and, therefore, the City is not in a position to assist the resident in the event of septic system failure.

Further, Staff has reviewed the lot and found that dock and seawall improvements for this lot have been constructed on the City's reservoir and non-leased marginal land. Staff performed a search of permits and found that permits have been issued to this lot. City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit is originally issued. The supplemental attachment includes language requiring the proposed lessee apply for new permits. In order to be granted a permit, the current improvements must meet City Code, rules and regulations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City will continue to receive an annual rent of \$612.91 for Lot 20 based on its EAV of \$153,228 under the current lease rate of \$0.40 per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2019 Budget Book titled, "Other Funds & Capital Improvement" on page 131. The PIN # for this property is 08-06-301-002.

COMMUNITY DEVELOPMENT IMPACT: UEQ-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: 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

Reviewed By: Robert Yehl, P.E. Water Director
Steve Rasmussen, Deputy City Manager

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- Current Lease
- Clerk Memo
- Petition
- MCHD Letter
- Proposed Lake Lease Agreement
- Supplemental Attachment
- Location Map
- Camp Kickapoo Unrecorded Plat Map
- Structures on Marginal Land Map
- Marginal Land/Reservoir Existing Structures Photographs

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 23rd day of September, 2003
between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter
called CITY and Steven J. Haas and Cathleen C. Haas

(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, the City of Bloomington of McLean County, 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 20 in Block in Camp Peoria Point Subdivision 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.

(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.

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.

- 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

Steven J. Haas and Cathleen C. Haas

210 Rowe Drive

Bloomington, IL 61701

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

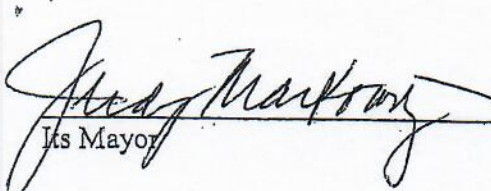
IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

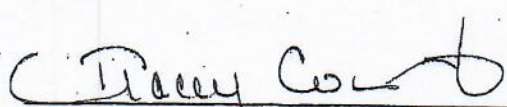
-Lessee-

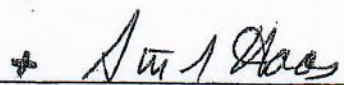
CITY OF BLOOMINGTON

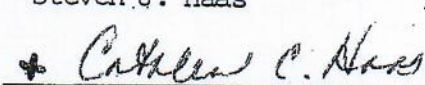
By:


Its Mayor

Attest:


City Clerk

+ 
Steven J. Haas

+ 
Cathleen C. Haas

M E M O

TO: Bob Yehl, Water Dept.
FROM: Ashley Lara, Legislative Assistant
DATE: August 1, 2018
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 20 in Peoria Point from Cathleen C. Haas to the petitioner, Lake Bloomington K-20, LLC. Attached please find the Lake Lease Transfer documents.

The City will continue to receive an annual rent of \$612.91 for Lot 20 based on its' EAV of \$153,228 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number is 08-06-301-002.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 00 Block of Camp Peoria Point

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

From: Cathleen C. Haas (Sellers Name)

To: Lake Bloomington K-20, LLC (Buyers Name)

x Cathleen C. Haas

(Signatures of Seller)

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

Now comes Lake Bloomington K-20, LLC (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Cathleen C. Haas (Seller) In and

to the Lease made on the (Date) 9/23/2003 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)

Cathleen C. Haas 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,

x [Signature]
for Lake Bloomington K-20, LLC
(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 20
BLOCK CAMP Peoria Point, 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) Cathleen C. Haas in and to the premises known as Lot 20 Block in Camp Peoria Point, 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



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

July 17, 2018

Mr. & Mrs. Steve Haas
210 Rowe Drive
Bloomington, IL 61701

Re: Septic Permit #68-7392
Parcel #08-06-301-002
Lot 20, Lake Bloomington – Peoria Point Subdivision

Dear Mr. & Mrs. Haas:

On July 16, 2018, 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 5, 2018 and the following deficiencies were noted:

- The septic tank is a minimum of 125 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- Tree roots were observed in the outlet baffle of the septic tank. The roots were removed following the evaluation.
- The alarm for the pump system is located in the garage. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1968 and is now approximately 50 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 www.health.mcleancountyil.gov.

Mr. & Mrs. Steve Haas
July 17, 2018
Page 2

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

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas J. Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Rick Twait, City of Bloomington
Mr. & Mrs. Duane Walters

TJA:AC:du

AC-0601-18-157

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

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: Steve & Kathleen Haas

Address: 210 Rowe Drive

Bloomington, IL 61701

Phone #: Day 309-287-3450 Home - -

2. Requestor Information:

Name: Duane & Marlene Walters

Address: 6444N 2500 East Rd

Fairbury IL 61739

Phone #: Day 815-848-8712 Home - -

3. Property Information:

Parcel Number (Tax ID): () 08-06-301-002

Date Evaluation Performed: 07-05-18

Address of property evaluated: 25326 Hiawatha Hudson

Sub. & Lot:

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 68-7392

4. Interview Information:

Person interviewed: Nancy Brady

Original owner:

Yes ☐ No ☒

Age of home (years): 50

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: 2

Garbage disposal: Yes ☒ No ☐

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

Water softener discharges to: n/a

Clothes washer discharges to: n/a

Dishwasher discharges to: septic

Hot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. n/a

a.

b.

b.

c.

c.

d.

d.

Basement floor drains discharge to: n/a

Garage floor drains discharge to:

Sump pit/pump discharges to: tile?

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: 50 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: 1000 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: 9 inches to 24 inches

Square feet of field: 616 square feet

Meets current code sizing requirements:

Yes ☒ No ☐

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 : 0 inches

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:

Yes ☐ No ☐

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

☐ ☐

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: garage

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:

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
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

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 needed to be pumped and was pumped following this evaluation. There was a mass of roots growing around the outlet baffle in the septic tank, which was removed following this evaluation. There are some large trees that could cause root issues with the septic system in the future. This septic system does appear to be functioning at this time. The average life of a septic system is about 25 years. This septic system is 50 years old. The house has been used seasonally so the septic system may evaluate differently under normal water usage.

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

07-16-18
Date

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

Lake Bloomington K-29, LLC

(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 20 in Block _____ in Camp Peoria Point 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 _____¢ (\$ _____) 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

Lake Bloomington K-20, LLC
209 Whitetail St.
Hudson, IL 61748

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-

CITY OF BLOOMINGTON

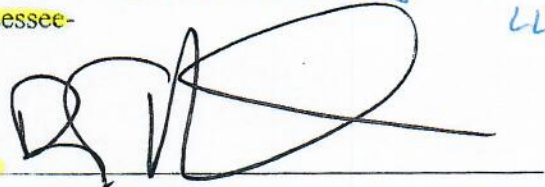
By:

Its Mayor

Attest:

City Clerk

-Lessee-

Lake Bloomington K-20, LLC


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

Lake Bloomington K-20, LLC

(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 20 in Block _____ in Camp Peara Point 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 _____¢ (\$._____) 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

Lake Bloomington K-20, LLC
209 Whitetail St.
Hudson IL 61748

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-

CITY OF BLOOMINGTON

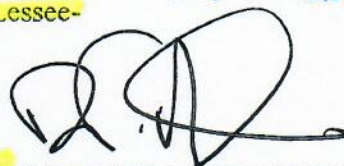
By:

Its Mayor

Attest:

City Clerk

-Lessee-

Lake Bloomington K-20, LLC


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 Lake Bloomington K-20, LLC, (hereinafter, "Lessee") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 20 in Peoria Point and enforceable under the terms of said lease.

1. Lessee shall apply for permits, including an electrical permit, for existing non-leased marginal land and reservoir improvements within six (6) months of entry into said lease.
2. Lessee shall bring the septic system tank size, which is currently 125 gallons undersized, up to Code upon the septic system needing repair or replacement.
3. Lessee shall install the septic system alarm for the pump system in the residence upon the septic system needing repair or replacement.
4. Lessee are responsible for the costs associated with repair or replacement of the system and any damage that may result if the septic system fails.
5. Lessee understands that if the septic system were to fail there is a possibility, based on the size of the leased lot, that the Lessee would not have any viable repair or replacement options.
6. Lessee shall pay Lessor the assessed value of any and all trees that may be removed or impacted should the system fail and a new septic system be required. Said payment shall be made prior to commencement of the septic system work being completed.
7. 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.

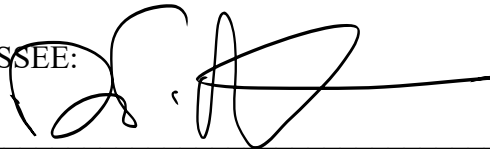
LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST: _____
Cherry Lawson, City Clerk

LESSEE:

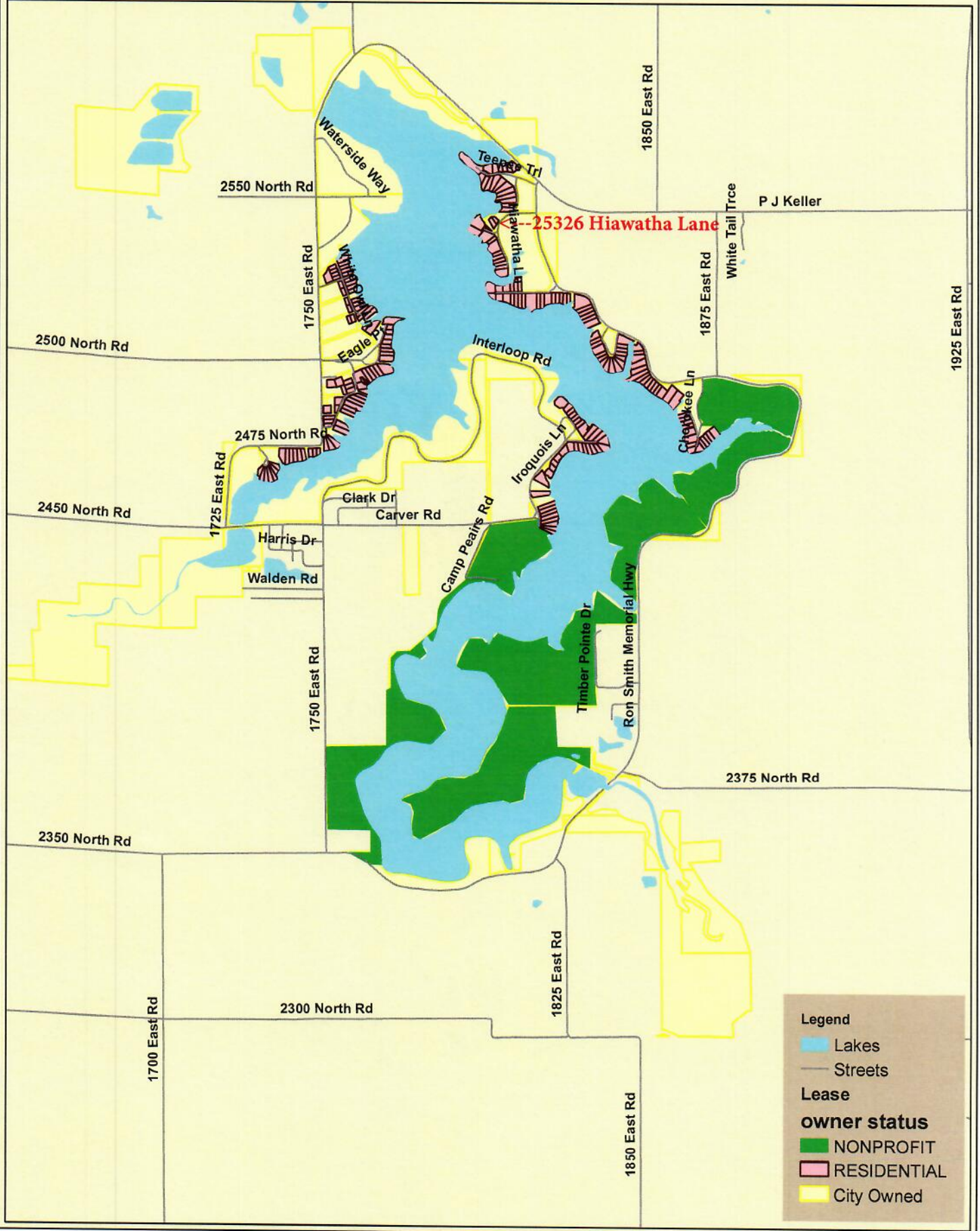


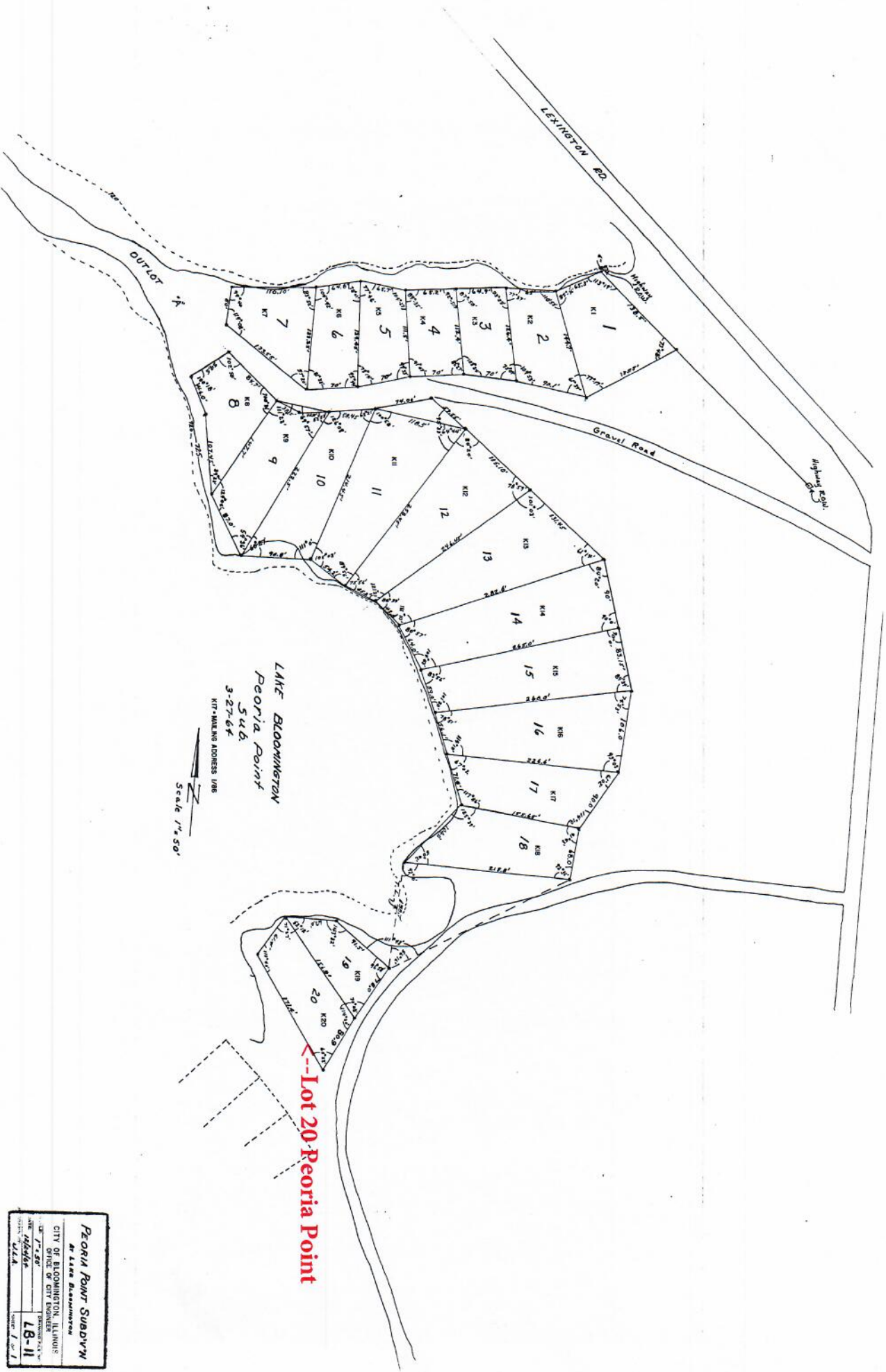
Lake Bloomington K-20, LLC
Douglas E. Minter

Lake Bloomington Lease Map



0 1,000 2,000 Feet





Peoria Point Subdivn	
IN THE CITY OF BLOOMINGTON, ILLINOIS	
FILED	RECORDED
1964	1964
16-11	16-11
16-11	16-11

25326 Hiawatha Lane Structure Map

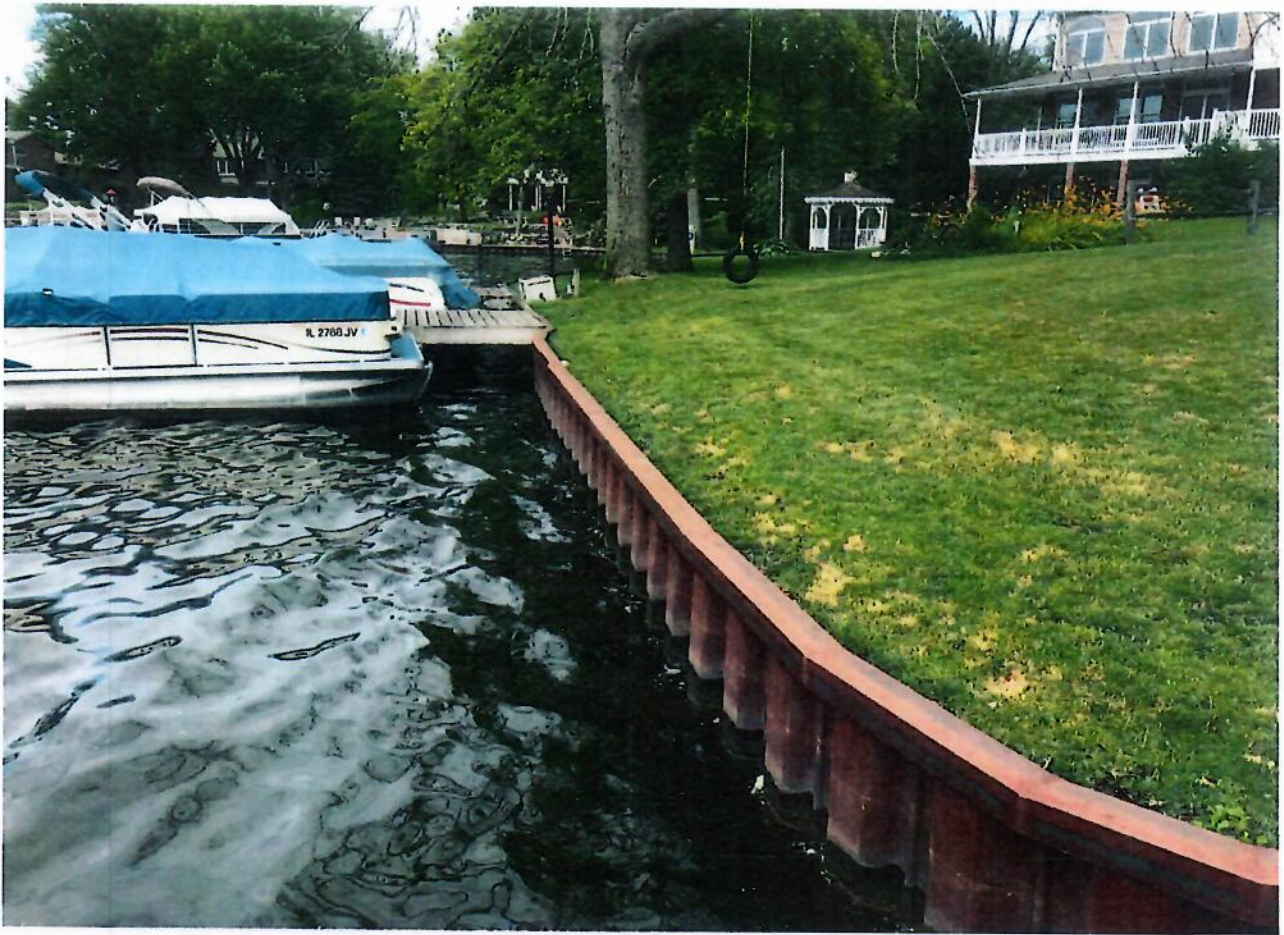


McGIS, <http://www.McGIS.org/License>



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CONSENT AGENDA ITEM NO. 7S

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 15, 2018, the request from Montgomery Pomeranke and Tiffany Haberbush to allow moderate consumption of alcohol, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 15, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The applicants submitted an application to serve beer and wine on a City Owned Property on August 16, 2018 to the City Clerk's Office. Because of the date of the event, there was not sufficient time to bring this item to the Liquor Commission. The application has been approved by Mayor Renner with a positive recommendation and is being brought to the City Council for further approval.

The catering will be done by Budget Liquors located at 200 S. Linden St., Normal, IL 61761. They are currently active with the City of Bloomington for a Class W Catering License, and have all necessary documentation submitted.

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:

Ashley Lara, Legislative Assistant

Reviewed By:

Cherry L. Lawson, City Clerk

Finance & Budgetary Review By:

Chris Tomerlin, Budget Analyst
Scott Rathbun, Finance Director

Legal Review By:

George D. Boyle, Assistant 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:

- Ordinance
- Application

ORDINANCE NO. 2018 – ____

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON SEPTEMBER 15, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Montgomery Pomeranke and Tiffany Haberbush desire to allow moderate consumption of alcohol at their September 15, 2018 wedding reception to be held at Davis Lodge at Lake Bloomington from 8:00 AM to 12:00 NOON; and

WHEREAS, Montgomery Pomeranke and Tiffany Haberbush have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, for the wedding reception on September 15, 2018 from 8:00 AM to 12:00 NOON.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 27th day of August 2018.

APPROVED this ____ day of August 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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



CITY OF
Bloomington
ILLINOIS

**REQUEST FOR
BEER/WINE AT A
CITY OWNED
PROPERTY**

My event will be held at (Please Check One)

☐ Miller Park Pavilion

☒ Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Montgomery Pomerancke
Tiffany Haberbush

Groom
Bride

Applicant Contact Information:

Phone Number:

Email Address:

Address:

City:

State:

IL

Zip Code:

CATERER INFORMATION

Name of Caterer:

Budget liquors

Contact Number:

309-454-2337

Address:

200 S Linden St.

City:

Normal

State:

IL

Zip Code:

61761

EVENT INFORMATION

Type of Event:

Wedding

Date/Time of Event:

9/15/18 8am to 12pm

Number of Attendees:

Under 100

Have you secured a date with the venue checked above?

☒

YES

☐

NO

If yes, please provide a copy of the contract and receipt you were given.

Applicant Signature

Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk,
109 E Olive St, Bloomington, IL 61701

~~OFFICE USE ONLY~~

Permisison to Bypass
Liquor Commission Date: *Tam Reme* Date: 08.17.18

➤ Date Approved for Council: N/A

City Council Meeting Date: 08/27/18

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: ☒ YES ☐ NO

Caterer has a Current City of Bloomington License: ☒ YES ☐ NO

Water/Parks Departments have been notified: ☒ YES ☐ NO

Staff Initials
Date Received: *alaza* *Date Received*
Staff Initials: 08/16/18



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
-2833

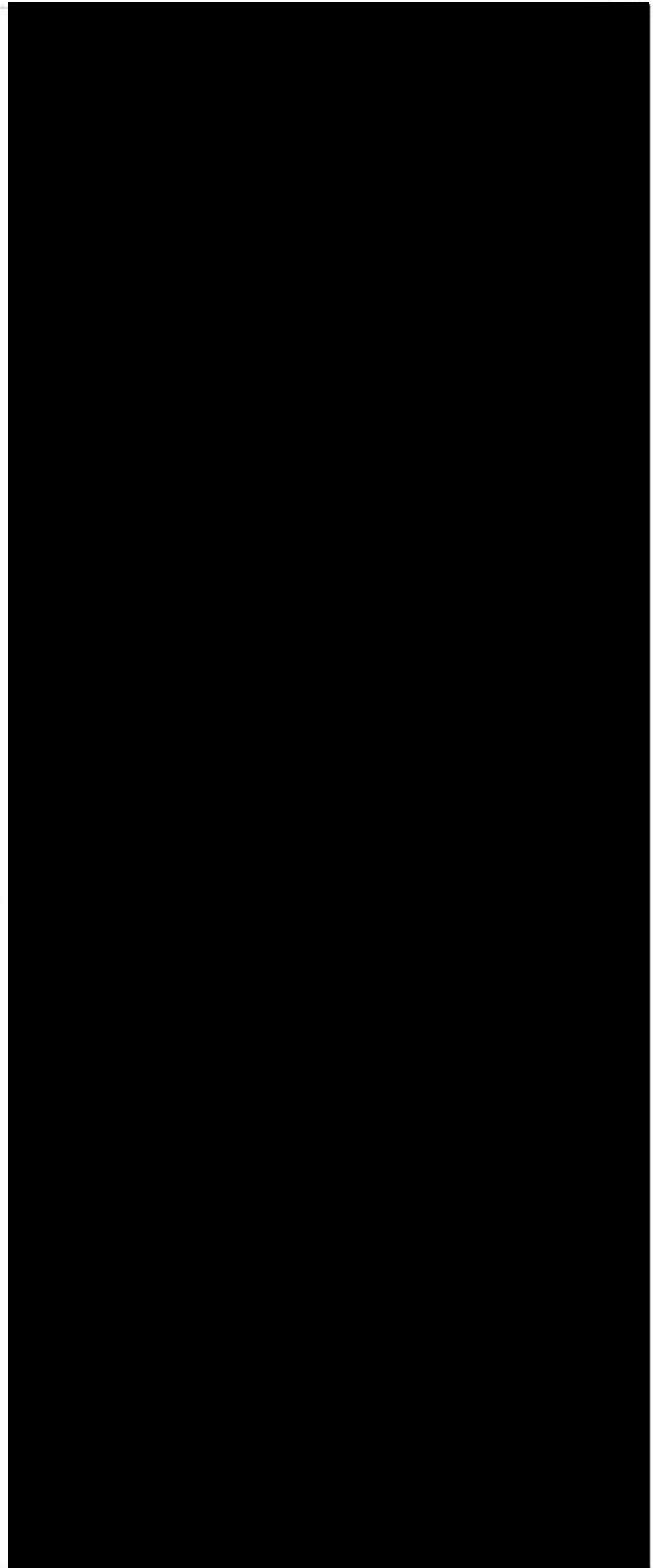
Davis Lodge Receipt for Payment

Name and/or Organization

Reserving Lodge: Tiffany Haberbusch

Event Date: 9/15/18

Event Type: Wedding



Have a nice, safe time. Thank you

PLEASE RETURN TO: 603 W. DIVISION STREET, BLOOMINGTON, IL 61701
FOR FURTHER INFORMATION, PLEASE CALL 309-434-2426



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Reservation Letter

June 19, 2018

Dear Tiffany Haberbush,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold September 15, 2018 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate - \$400.00 per day with a \$500.00 Damage/Cleanup Deposit per event
Tent and other structure Deposit - \$250.00 per event

50% Discount on rental rated for Monday, Tuesday and Wednesday rentals (Non-Profit Organizations are not eligible for the 50% discount) with a \$500.00 Damage/Cleanup Deposit per event

Please send in your deposit immediately this will hold your reservation. **Also return a signed attached "Release and Hold Harmless Agreement."** We accept Credit cards (*Discover, Visa, and Master Card*) or Checks made payable to the *City of Bloomington*. Please mail your payment to **Water Dept. – Lake Division, 603 W. Division St., Bloomington, IL 61701.**

The rental times are 8:00 am – 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean **(See enclosed list of rules)**. Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date. **The security deposit refund can take 6-8 weeks to receive via mail after the date of the event.**

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department–Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroll

For: Bob Yehl

Director of Water Department

Email: jcarroll@cityblm.org

Signature: Tiffany Haberbush _____

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Date: 6/28/2018

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION,
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RULES FOR RENTING DAVIS LODGE

- 1) No early set ups ahead unless that day in rented and paid for.
- 2) NO ALCOHOLIC BEVERAGES unless approved by the Bloomington Liquor Commission and City Council.
Contact City Clerk office @ (309) 434-2240
- 3) Outdoor fires allowed only in fire pit and on non-windy days.
- 4) No swimming or wading is allowed in Lake Bloomington.
- 5) No smoking allowed inside Davis Lodge.
- 6) Quiet Hour: 10:00 pm and beyond.
- 7) Check in time: 8:00 am. Check out time: 12:00 Midnight. **MUST BE OUT BY MIDNIGHT**
- 8) No pets allowed in Davis Lodge.
- 9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture.
Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

YOU ARE RESPONSIBLE FOR CLEANING UP

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

- 1) Wipe off tables and chairs.
- 2) Leave tables and chairs set up.
- 3) Floors must be swept.
- 4) Any spills must be wiped up.
- 5) Garbage should be removed to dumpster (North of Building).
- 6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
- 7) All traces of signs and decorations must be removed.
- 8) All doors and windows must be closed.
- 9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

Maintenance or Cleaning Questions or Related Problems

Work Hours (Monday through Friday 7:00 am – 3:00 pm)

Phone: (309) 434-2163

After Hours

Phone: (309) 434-2151 – Water Treatment Plant at Lake Bloomington

(309) 820-8888 (Non-emergency police dispatch)

Police Emergencies: County 911

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE ANY STATE LAW, CITY ORDINANCE, OR OTHER REGULATIONS
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES, AND/OR PROSECUTION BY LAW.



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Signature required: Tiffany Haberbush _____ Date: 6/28/2018 _____

OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

- 1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.
- 2) No vehicles will be allowed anywhere off of the paved surface.
- 3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.
- 4) An additional security deposit of \$250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.
- 5) If tents and other structures are not removed the day of the rental, the \$250.00 security deposit will be forfeited.
- 6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.
- 7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature: _____ Tiffany Haberbush _____
Date: 6/28/2018 _____

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE AND ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATIONS
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Dear Event Coordinator:

The City has restrictions regarding alcohol consumption at a City facility and in a City park. This includes the Miller Park Pavilion and Lake Bloomington Davis Lodge. The restrictions include that the event must be catered, i.e. no cash bar, and alcohol is limited to beer and wine only. Individuals are not allowed to provide or serve their own alcohol.

Anyone wishing to consume alcohol at a City facility must make that request in writing to the City Clerk's office. This request should be submitted 45 days in advance of the event.

The request must include the following information:

- Date and time of event
- Location of event
- If the event location has been reserved
- Bride and groom names, phone numbers and email addresses
- Contact information for any other individual representing the organizers
- Number of guests expected
- Name of catering business that has been selected.

The request will be presented to the Liquor Commission at their meeting which is held on the second Tuesday of each month at 4:00 p.m. in the Council chambers. A representative of the organizer must be present at this meeting.

If the Commission approves the request, it will then be scheduled for the next possible Council meeting. Under City ordinance, the Council must pass an ordinance which suspends the City Code to allow alcohol consumption for a specific day and time period.

If the event is approved by Council, the City Clerk will contact the licensed caterer to arrange for the proper license to be issued.

If you have any questions and/or require any additional information, please contact me at 309/434 – 2240. Thank you.

Sincerely,

City Clerk

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE AND STATE LAW CITY ORDINANCES OR OTHER REGULATIONS
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RELEASE AND HOLD HARMLESS AGREEMENT

June 19, 2018

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 28 day of June 2018 .

RENTAL DATE (S): September 15, 2018

Signature Required: Tiffany Haberbush

[Redacted Signature]

Have a nice, safe time. Thank you for your Cooperation

ENTIRETY TO COMPLY WITH THE STATE AND LOCAL LAW, CITY ORDINANCE OR OTHER REGULATION. COULD BE SUBJECT TO LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW.



CONSENT AGENDA ITEM NO. 7T

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of the request by Keg Grove Brewery, located at 712 E. Empire Street, Bloomington, to remove from its license the condition that only beer made on the premises can be served or sold, in order to allow for the sale and serving craft beers produced off of the licensed premises, as requested by the City Clerk's Office.

RECOMMENDATION/MOTION: The request by Keg Grove Brewery, located at 712 E. Empire Street, Bloomington, to remove a condition on its liquor license to allow for types of craft beer to be served and sold on the premises other than those made on the premises be approved.

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

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

BACKGROUND: The licensee currently has a condition on its license that prevents it from selling any beer not made on the premises. The licensee would like to change that to allow for it to serve locally made beers made by other local brewers.

Commissioner Renner convened a hearing regarding the request on July 10, 2018. Commissioners Bataoel and Powell were not present. Commissioner Renner asked whether there were any citizens who wished to speak for or against the presented item.

Jeff Moroz and Mike Phuff provided testimony for the record. Mr. Moroz stated they are not looking at doing any major changes with the Brewery that basically HB 4897 had passed and awaiting signature at this time. They are seeking one craft beer tap that will serve beer manufactured off premise.

Mr. Phuff stated it just helps other craft breweries to help one another. If they want to bring in another Central Illinois brewery from Springfield or the Champaign area, they could have another small craft brew on tap.

Commissioner Renner opened the meeting to receive comments from those persons who are in support or oppose this item.

David Groenmyer, 11 White Place, lives a little more than a block from Keg Grove. He expressed concern that it may be progressing into a bar type setting as opposed to a low-key

establishment. He does not have an objection to this request, as it is staying within the boundaries of a craft brewery. He is president of the White Place Association.

Kate Minninghoff, residing at 7 White Place, stated her garage is five feet from the brewery, across from the alley. She expressed concern and hope that granting this request does not become more than Keg Grove initial business plan had indicated. She does not understand why the request for change at this time other than the law changing. They have had extra traffic down the alley. It is her hope that this does not become a neighborhood bar, as it is a historic district.

Commissioner Renner asked whether there had been any incidents since that time – the opening. Ms. Minninghoff stated there had not been, just people walking down the alley.

Commissioner Renner stated to the requestors that there are neighbors that are concerned, and they do understand the business model of Keg Grove. There were no incidents during its opening weekend at that location. He asked Assistant Chief Greg Scott whether there were any issues that he or the department was aware of with Keg Grove. AC Scott stated there had not been any issues that he is aware of.

He asked both Mr. Jeff Moroz and Mr. Mike Phuff if they had anything further to add that would ease the concerns of their neighbors. Mr. Moroz stated they are not attempting to change its business model as they are a Class 1 brewery in the State of Illinois. At this time Class 1 breweries are only allow to sell its own beers under the current law. The change in the law has now afforded them and others the opportunity to apply for the change in its license. They are interested in taking advantage of it; however, are not looking to change its current business model.

Mr. Boyle stated most places that have this type of beer and wine license does not have this condition. This condition was applied voluntarily when they applied for their license. There is not too much of a difference to the public in terms of use of alcohol on whether it originates from on premises from a craft brewery or off premises.

Commissioner Renner stated for the record that Keg Grove Brewery is not making any physical changes to its structure or business model that the request is just for the allowance to have a craft beer tap added to its business; swapping one of their for another. Commissioner Renner stated that he would positively recommend this item to the City Council for its consideration at an upcoming future meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the July 10, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Cherry L. Lawson, City Clerk

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

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

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', written over a horizontal line.

Tim Gleason
City Manager

Attachments:

- Request for Liquor License Amendment
- Public Hearing Notice for Change of Conditions 06-27-18

Dear Ms. Lawson,

We are seeking a change in condition to our approved liquor license, which was approved on October 9th 2017. Specifically, we are looking to amend item three. Item three is in relation to the Illinois State House bill HB4897 which we have attached for your review. This would allow us to serve one guest "craft" beer and one guest "craft" cider. <http://www.ilga.gov/legislation/100/HB/PDF/10000HB4897lv.pdf>

This change in condition is sought based solely on the change in Illinois Law listed above.

Please let me know if you have any questions in regard to the proposed change of condition to our license. We would like to have this information forwarded to the Liquor Commission for review. If you need anything in addition to the attached please contact me directly at [REDACTED].

Thank you for your consideration-

Cheers!

Jeffrey Mroz

Keg Grove Brewing Company
Bloomington, IL
[REDACTED]

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, July 10, 2018 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the request by Keg Grove Brewery located at 712 E. Empire Street, Bloomington to change a condition on its liquor license to allow for other types of craft beers and ciders served and/or sold that is not produced on its premise.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

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

Publication Date: June 30, 2018, Pantagraph Newspaper

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: August 13, 2018

SPONSORING DEPARTMENT: Legal Department

SUBJECT: Consideration of an Ordinance amending Chapter 6 of the Bloomington City Code to create a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and Amending Chapter 6 Section 7B to impose a fee for the new License Classification, as requested by the Legal Department.

RECOMMENDATION/MOTION: The Ordinance amending Chapter 6 of the Bloomington City Code creating a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and amending Chapter 6 Section 7B to impose a fee for the new License Classification be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 3. Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: a. Retention and growth of current local businesses. d. Expanded retail businesses.

BACKGROUND: The City's liquor code currently requires that packaged liquor can only be consumed off of the premises where it is sold. The proposed ordinance would create a classification of liquor license that would allow a licensee to sell packaged beer or wine to be consumed either on or off the premises where sold.

The proposed ordinance also would amend Section 7B to provide for an annual license fee of \$1,000.00 for the remainder of 2018, \$1,100.00 for calendar years 2019 and 2020 and \$1,200.00 for calendar years 2021 and thereafter. This fee is at a level that is commensurate with other fees for liquor licenses in the code.

At the City Council meeting on August 13, some Council Members expressed concerns that the general description of the classification would lead to a proliferation of applications for this type of license. There was a general consensus that these kinds of licenses would not be preferable in stores that primarily sold alcohol or functioned mainly as convenience stores/gas stations.

The revised ordinance has two sentences added. The first sentence states that this classification of license shall be available only to establishments where the sale of food is the primary source of revenue. The second sentence excludes from eligibility for this classification of license all establishments that sell motor vehicle fuel. At present, 23 establishments have licenses that allow the sale of motor vehicle fuel and packaged liquor.

If this classification is added to the 24 classifications already existing, applicants would still need to show that they are eligible for a license as provided in Chapter 6, Section 4B of the Bloomington City Code. That section states that in order to create a license, the Council must find that creation of a license is necessary for the public convenience of residents of the City and is in the best interest of the City. That finding is to be made by applying the several criteria set forth in the section, which include the character and nature of the proposed establishment; the general design, layout and contents of the proposed establishment; and the location of the proposed establishment and probable impact of a liquor establishment at the location upon the surrounding neighborhood or the City as a whole. Other considerations the Commission takes into account are the experience of the applicant in handling alcohol, the control of the product, the places in the premises where the alcohol will be sold and whether the establishment has the appropriate amount of Dram Shop insurance.

This classification was requested by a local business that functions primarily as a co-op grocery store. The store has cooking classes in a separate area from the rest of the store and also has a deli area. There has also been some discussion that they may serve outside on a small patio, but the details of this last arrangement would need to be worked out at a hearing involving creation of a license allowing the sale of packaged beer and wine on the premises, in the event Council passes this ordinance and such a classification becomes available.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Creation of this license was discussed at the Liquor Commission regular monthly meeting on June 12, 2018, and July 10, 2018. A representative of Green Top Grocery spoke in favor of the change on June 12, 2018. No one spoke against the proposed classification at either Commission hearing. Draft minutes of the hearing are attached to this memorandum.

FINANCIAL IMPACT: Currently, Green Top Grocery pays \$800 annually for their current Class PB liquor license and \$500 annually for Sunday sales. The new license designation, if approved, would increase the license fee as explained in the background section. The revenue for liquor licenses is recorded in the Non-Departmental-Liquor License account (10010010-51010). Stakeholders can locate this in the FY 2019 Adopted Budget Book titled “Budget Overview & General Fund” on page 119.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: George D. Boyle, Assistant Corporation Counsel

Reviewed By: Jeff Jurgens, Corporation Counsel

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

Legal Review By:

Jeff Jurgens, 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:

- Ordinance

ORDINANCE NO. 2018 - ____

**AN ORDINANCE AMENDING CHAPTER 6, SECTION 7A OF THE BLOOMINGTON
CITY CODE TO ADD A LICENSE CLASSIFICATION FOR CONSUMPTION OF
PACKAGED BEER AND WINE SOLD ON PREMISES
AND SETTING A FEE FOR SAID LICENSE**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois that Bloomington City Code, 1960, as amended is further amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Chapter 6, Section 7A of the Bloomington City Code is hereby amended by inserting the following sub-section and renumbering the subsequent sub-sections accordingly.

(14) Class “PBP” (Packaged Sales – Beer and Wine, On or Off Premises) primary licenses authorize the retail sale on the specified premises of beer and wine in original packages for consumption on or off the premises where sold. This class of license shall only be available to establishments where the sale of packaged or prepared food is the primary source of revenue for the establishment. This class of license shall not be available for any establishment at which motor vehicle fuels are sold.

SECTION 2. That Chapter 6, Section 7B of the Bloomington City Code is hereby amended to read as follows:

(a) The annual license fee for each of the classes of licenses shall be set forth below:

(1) For calendar year 2016, license fees shall be as follows:

- (i) CA, EA, RA, ST, and TA Class Licenses: \$1,760.00;
- (ii) CB, EB, RB, and TB Class Licenses: \$660.00;
- (iii) GPA and PA Class License: \$960.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$730.00, except to the holder of a CB, EB, RB or TB Class License, then \$170.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
- (v) S Class License: \$450.00, except the holder of CA and CB Class License, then 0.00;
- (vi) MA Class License: \$960.00; MB Class License: \$660.00;

(2) For calendar years 2017 and 2018, License fees shall be as follows:

- (i) CA, EA, RA, ST, and TA Class Licenses: \$2,100.00;
- (ii) CB, EB, RB, and TB Class Licenses: \$700.00;
- (iii) GPA and PA Class License: \$1,100.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;

- (iv) GPB and PB Class License: \$800.00, except to the holder of a CB, EB, RB or TB Class License, then \$200.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
- (v) S Class License: \$500.00, except the holder of a CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,100.00; MB Class License: \$700.00;
- (vii) PBP Class License: \$1,000.00.

(3) For calendar years 2019 and 2020, License fees shall be as follows:

- (i) CA, EA, RA, ST, and TA Class Licenses: \$2,400.00;
- (ii) CB, EB, RB, and TB Class Licenses: \$800.00;
- (iii) GPA and PA Class License: \$1,200.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$900.00, except to the holder of a CB, EB, RB or TB Class License, then \$225.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
- (v) S Class License: \$550.00, except the holder of a CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,200.00; MB Class License: \$750.00;
- (vii) PBP Class License: \$1,100.00.

(4) For calendar year 2021 and thereafter, License fees shall be as follows:

- (i) CA, EA, RA, ST, and TA Class Licenses: \$2,700.00;
- (ii) CB, EB, RB, and TB Class Licenses: \$900.00;
- (iii) GPA and PA Class License: \$1,300.00, except to the holder of a CA, EA, RA or TA Class License, then 0.00;
- (iv) GPB and PB Class License: \$1,000.00, except to the holder of a CB, EB, RB or TB Class License, then \$300.00; and except to the holder of a CA, EA, RA or TA, then 0.00;
- (v) S Class License: \$600.00, except the holder of a CA and CB Class License, then 0.00;
- (vi) MA Class License: \$1,300.00; MB Class License: \$850.00;
- (vii) PBP Class License: \$1,200.00.

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect ten (10) days after publication as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 27th day of August 2018.

APPROVED this _____ day of August 2018.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

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



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of an Ordinance amending Chapter 2 Section 15 of the Bloomington City Code changing the start time of Regular City Council meetings from 7:00 p.m. to 6:00 p.m., changing the start time of the Committee of the Whole meetings from 5:30 p.m. to 6:00 p.m., and approving a change to the Annual Schedule of Meetings, as requested by City Administration.

RECOMMENDATION/MOTION: The Ordinance amending the City Code Provisions on the Timing of City Council Meetings and a change to the Annual Schedule of Meetings be approved, and the Mayor and City Clerk authorized to execute the Ordinance.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: In an effort to minimize the number of special meetings held by the City and create efficiencies, the City Administration is recommending that the regular City Council meetings start at 6:00 p.m. If any closed sessions are necessary, they will be held at the end of the regular meeting. Similarly, to maintain consistency, the Committee of the Whole will also begin at 6:00 p.m.

To effectuate the change, an ordinance was prepared amending the City Code to change the start times. In addition, the City Clerk will publish notice of the change to the City's annual schedule of regular meetings.

The new schedule will be effective for the first meeting in September.

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:

Jeffrey R. Jurgens, 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:

- Ordinance

ORDINANCE 2018 - _____

**AN ORDINANCE AMENDING THE CITY CODE PROVISIONS ON THE
TIMING OF CITY COUNCIL MEETINGS AND APPROVING A
CHANGE TO THE ANNUAL SCHEDULE OF MEETINGS**

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

SECTION 1. That Chapter 2, Article II, Section 15 of Bloomington City Code, 1960, as amended, shall be amended by changing the starting time of City Council meetings as follows:

Section 15: Meetings - Regular and Adjourned.

Beginning ~~January 2012~~ September 2018, regular meetings of the City Council of the City of Bloomington shall be held on the second and fourth Monday of each month at the hour of ~~7:00~~ 6:00 p.m. in the Council Chambers of the City Hall in the City of Bloomington, Illinois, or at such other place in said City as the Council shall designate; provided, however, that should any such regular meeting fall upon any holiday recognized by and under the laws of the United States or the State of Illinois, then said regular meeting so falling on said holiday shall be held on the day following such regular meeting date at the same hour and at the place aforesaid.

An adjourned meeting may be held for the purpose of completing the unfinished business of a regular meeting at such time as may be determined by the Council.

On the third Monday of each month at ~~5:30~~ 6:00 p.m., the City Council shall meet as a Committee of the Whole. The agenda for such meeting shall be prepared by the City Manager in consultation with the Mayor. A portion of the meeting shall be dedicated to previewing upcoming non-routine agenda items, including a standing item for the consideration of Agenda Initiatives as set forth in Section 18.2(a) (ii). A time for public comment shall be conducted in the manner set forth in Section 85 of this Chapter. No final action may be taken at a meeting of a Committee of the Whole unless it has been called as a Special Meeting as required by Section 16 of this Chapter. To the extent appropriate, the Rules set forth in Section 18 of this Chapter shall govern the proceedings of meetings of a Committee of the Whole. For purposes of this Section, a non-routine agenda item shall include: (1) the expenditure of money over \$250,000; (2) development agreements; (3) amending the City Code; and/or (4) the implementation or modification of policies. The failure to preview a non-routine agenda item at a Committee of the Whole shall not prohibit its consideration and/or action at a future meeting.

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

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

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law and shall provide notice of the change in meeting times as set forth in the Illinois Open Meetings Act.

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

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

PASSED this 27th day of August 2018.

APPROVED this ____ day of August 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: August 27, 2018

SPONSORING DEPARTMENT: Water / Public Works

SUBJECT: Presentation, discussion, and direction regarding additional evaluation and implementation of several Proposed Insurance Programs for private residential water and Sewer Leak Protection, Water Service Line Protection, and Sewer Lateral Protection, as requested by the Water Public Works Departments.

RECOMMENDATION/MOTION: The City Council provide staff direction regarding additional evaluation and implementation of several proposed insurance programs for Private Residential Water and Sewer Leak Protection, Water Service Line Protection, and Sewer Lateral Protection.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner. Objective 4e. Strong partnership with residents and neighborhood associations. Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods.

BACKGROUND: The Water and Public Works Departments are seeking direction regarding additional evaluation and implementation of several proposed insurance programs for private residential water and sewer leak protection, water service line protection, and sewer lateral protection. Staff from both departments spend considerable time talking with property owners about who is responsible for these three items. These discussions often include finalizing the details of each repair and explaining financial responsibilities.

The Bloomington City Code, rate studies, master plans, and departmental practices have shaped the policies surrounding private water and sewer leaks, water service lines, and sewer laterals. In most cases, property owners are responsible for all of these issues. This responsibility often leads to an unexpected financial burden for the property owner that can be thousands of dollars. For example, the Water Department receives numerous requests for leak adjustments each month. The Department estimates that the requested leak adjustment amounts break down as follows –

- Under \$100: 35%
- Between \$100 and \$500: 25%
- Between \$500 and \$1,000: 20%
- Between \$1,000 and \$2,500: 15%
- Over \$2,500: 5%

Working with the Administration Department, the Water Department found that Sunbelt Insurance Group in Chattanooga, Tennessee offers a program called ServLine. This program includes a water and sewer leak protection program. The Water Department has been unable to locate another firm that offers a similar insurance program for water and sewer loss charges.

The Water Department also found that the ServLine program could include insurance for repairs to residential water service lines and sewer laterals. Unlike water and sewer leak protection, this type of insurance is offered by other companies such as State Farm, Ameren, HomeServe, and Nicor. However, the advantage of the ServLine program is that those who are enrolled in one or all of the coverage options will be charged for the coverage on their monthly City services bill.

With each of these options, the City collects the premiums, tracks the number of customers, and provides other background information directly to ServLine. The City remits the payments, minus the administrative charges, and sends the number of customers to Sunbelt Insurance Group each month. Customers who are enrolled in ServLine will be able to call Sunbelt Insurance Group directly, using a phone number unique to the City of Bloomington, in order to discuss insurance claims and additional coverage information. The private residential programs offered through the ServLine program are outlined below.

Primary Coverage – Water & Sewer Leak Coverage Combined

The water and sewer leak program covers excess water, sewer, Bloomington Normal Water Reclamation (BNWRD) charges, and utility tax charges that result from a residential customer's water leak.

Limit of Insurance

- Option 1 - \$500 (per occurrence; once per year); \$0.95 (Servline charge) + \$0.10 (City administrative fee / 10%) = \$1.05 / residential account / per month
- Option 2 - \$1,000 (per occurrence; once per year); \$1.20 (Servline charge) + \$0.12 (City administrative fee / 10%) = \$1.32 / residential account / per month
- Option 3 - \$2,500 (per occurrence; once per year); \$1.40 (Servline charge) + \$0.14 (City administrative fee / 10%) = \$1.54 / residential account / per month

All residential customers will be enrolled in the Water & Sewer Leak Coverage program with an option to opt-out by calling Servline and requesting to be removed from the program.

See the attached Servline sample insurance policy documentation and City of Bloomington Leak Adjustment Policy within Servline's proposal for additional information, inclusions and qualification information.

Enhanced Coverage – Residential Water Line Coverage

The residential water line program covers repairs to private water service lines. This program limits the coverage to \$10,000 per occurrence and includes limitations related to landscaping and restoration of private paved surfaces.

The rate for the water line coverage is \$4.40 (Servline charge) + \$0.44 (City administrative fee / 10%) = \$4.84 / residential account / per month. There are optional coverages related to thawing water service lines that can be added to the rate. This optional coverage, if selected by the City, will apply to all customers who desire to enroll in the water line program.

Customers must request Water Line Coverage by calling the ServLine number, because it is optional. The customer must be enrolled in the Water & Sewer Leak Coverage program to be eligible to add Water Line Coverage to their account.

See the attached Servline sample insurance policy documentation for additional information, inclusions, and qualification information.

Enhanced Coverage – Residential Sewer Lateral Coverage

The residential sewer lateral program covers repairs to private sewer laterals. This program limits the coverage to \$10,000 per occurrence and includes limitations related to landscaping and restoration of paved surfaces.

The rate for the sewer lateral coverage is \$6.00 (Servline charge) + \$0.60 (City administrative fee / 10%) = \$6.60 / residential account / per month.

Customers must request Sewer Lateral Coverage by calling the ServLine number, because it is optional. The customer must be enrolled in the Water & Sewer Leak Coverage program to be eligible to add Sewer Lateral Coverage to their account.

See the attached Servline sample insurance policy documentation for additional information, inclusions and qualification information.

City staff discussed the ServLine program with multiple municipalities that use ServLine. These municipalities have been well-received by each community. Each municipality agrees that these coverages provide necessary protection to their customers and have been well received by the community.

Water Department staff is reviewing the effort and scope required to add these additional services to the City's billing software, incorporate the process into the work flow, and include the charges in City services bills. Though additional review and coordination is necessary, it is anticipated that it will take 2 to 4 months of preparatory effort before City systems are ready to manage these programs.

Further, it is anticipated that after receipt of Council direction, staff will work with ServLine to advertise the program(s) and educate our residents through informational meetings, utility bill inserts, and website and social media information.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Various existing municipalities utilizing Servline insurance services.

FINANCIAL IMPACT: Overall cost to participants varies based on programs, options, and administration fees selected. The City could experience savings related to Staff time currently devoted to leak cost resolution.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents. UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm water sewer) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

Prepared By: Robert Yehl, PE, Water Director
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Steve Rasmussen, Assistant City Manager

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Servline Proposal
- Servline Sample Policy Information / Terms & Conditions
- Servline Program Frequently Asked Questions
- Servline Promotional Sample Flier
- Recapturing Revenue From Water Loss
- Private Sewer Issues



Underground Utilities Coverage
INSURANCE PROPOSAL

Proposal for:
City of Bloomington
603 W. Division St.
Bloomington, IL 61701

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. For terms and conditions please refer to your utilities Leak Adjustment Policy and the insurance policy documentation.

Proposal Date
7/26/2018

An Affinity Program of



and the



INTRODUCTION

Thank you for your interest in becoming a valuable client of ServLine. We exist to make your utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your utility and your customers with integrity and excellence.

OVERVIEW

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. Specifically, by insuring the Leak Adjustment Policy and then administering it on your behalf.

UTILITY OUTCOMES OF THE PROPOSED SOLUTION

1. Strengthen Financial Position
2. Raise Level of Independence
3. Increase Overall Customer Satisfaction
4. Extend Office Efficiency
5. Gain New Paths for Opportunity

SOLUTION DESCRIPTIONS

PRIMARY COVERAGE

LEAK COVERAGE

Leak Coverage covers excess water & sewer bills caused by a leak on the customer's side of the meter according to the utility's leak adjustment guidelines.

All enhanced customer coverage offerings are a customer decision to add a la carte if they so choose.

ENHANCED CUSTOMER COVERAGE

WATER LINE COVERAGE

Water Line Coverage is offered by the Utility as a customer service. This protects a customer by providing repair and replacement coverage in the event of a water line break from the property line to the foundation.

This service is only applied when a customer makes a decision to add a la carte if they so choose.

SEWER LATERAL COVERAGE

Sewer Lateral Coverage is offered by the Utility as a customer service. This protects a customer by providing repair and replacement coverage in the event of a sewer lateral break from the property line to the foundation.

This service is only applied when a customer makes a decision to add a la carte if they so choose.

The Primary Coverage must be approved by the Utility before the Enhanced Customer Coverage is made available to your customers.

**WE PAY HIGH WATER BILLS
CAUSED BY CUSTOMER LEAKS**

WATER & SEWER LEAK COVERAGE COMBINED

Residential Water & Sewer Leak coverage Combined

Limit of Insurance

Option 1: \$500 (Per Occurrence)
Option 2: \$1,000 (Per Occurrence)
Option 3: \$2,500 (Per Occurrence)

Deductible

Waived

Reporting Conditions

Customer Schedule

Reporting & Adjustment Period

Monthly

Special Terms and Conditions

- Coverage will be designed to reflect City of Bloomington Leak Adjustment Guidelines and eligibility established with ServLine. Please see attached Leak Adjustment Policy.

Rate:

(Choose Option)

Option 1: \$.95
Option 2: \$1.20
Option 3: \$1.40

- The leak coverage has been designed to cover water, sewer, and Bloomington Normal Water Reclamation (BNWRD) charges, as well as utility tax on water charge.
- All residential customers will be enrolled in the primary coverage program with the option to opt out of leak coverage (primary coverage).



City of Bloomington Leak Adjustment Policy

City of Bloomington Water Department is changing our leak adjustment policy effective To Be Determined.

The following are the qualifications for residential leak adjustments for the City of Bloomington Water Department:

1. It is the customer's responsibility to keep their plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that incorporates a maximum of two (2) billing cycles during any twelve (12) month period.
3. In order to qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of two (2) times the average twelve (12) month bill, up to a maximum adjustment of \$_____.
4. Adjustments on water bills will NOT be made for the following:
 - a. Residential customers who do not have a water meter and/or who are not the responsible party for the utility bill.
 - b. Commercial or Industrial Customers.
 - c. Premises left or abandoned without reasonable care for the plumbing system. For example, unattended home that have not had meter turned off and water drained from plumbing system, or homes that have been left for any period of time without heat.
 - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc.
 - e. Negligent acts such as leaving water running. For example, Leaving the outside water faucet on, interior faucets left running, and/or any other water left on in the home without a faulty plumbing issue. There must be an actual break and repair for leak reimbursement.
 - f. Filling of swimming pools or leaks in swimming pools.
 - g. Watering of lawns or gardens.
5. The UTILITY shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
6. Customers must present proof that a leak has been repaired before an adjustment will be made. (ie, copy of invoice for materials, bill from plumber, or receipt for repair parts utilized by the homeowner for repair, meter consumption information (when available))
7. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
8. Leak adjustments approved are applicable to water, utility tax, sewer and Bloomington Normal Water Reclamation District charges.

Residential customers are automatically enrolled when a new account is established. There is a thirty (30) day waiting period for leak adjustment coverage to take effect after the new account is established. Each residential account enrolled in the leak adjustment program will be charged \$_____ per month. This charge will be included on the monthly City of Bloomington utility bill.

Any residential customer may decline to participate in our ServLine Leak Protection Program by calling _____. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new City of Bloomington Water Department ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after_____.

RESIDENTIAL LINE COVERAGES

RESIDENTIAL WATER LINE COVERAGE

Limit of Insurance	\$10,000 (Per Occurrence)
Coverage Extensions	
Re-seeding and Landscaping Expense	\$500 (Included within Limit of Insurance)
Restoration of Private Paved Surfaces	\$500 (Included within Limit of Insurance)
Deductible	Waived
Valuation	Replacement Cost
Reporting Conditions	Customer Schedule
Reporting Period	Monthly
Rate:	\$4.40

Additional Terms and Options

Option 1:	
Thawing of Water Service Line	\$500 (Maximum Per Occurrence)
Occurrence Term	One Occurrence per Year
Rate (In Addition to Water Line Coverage)	\$0.25 (Monthly)
Option 2:	
Thawing of Water Service Line	\$500 (Maximum Per Occurrence)
Occurrence Term	No Limit on Occurrences per Year
Rate (In Addition to Water Line Coverage)	\$0.50 (Monthly)

Thawing of Service Line Terms

Option, if selected, will be added to the water line rate for all residential customers. Only one of the options can be selected. If selected by the City, all customers who desire to enroll into the water line program will be subject to our selection.

The residential customer's responsible portion of the service line is between the curb stop (generally in the parkway) and the home / meter (generally in the basement / crawlspace).

RESIDENTIAL SEWER LATERAL COVERAGE

Limit of Insurance	\$10,000 (Per Occurrence)
Coverage Extensions	
Re-seeding and Landscaping Expense	\$500 (Included within Limit of Insurance)
Restoration of Paved Surfaces	\$500 (Included within Limit of Insurance)
Deductible	Waived
Valuation	Replacement Cost
Reporting Conditions	Customer Schedule
Reporting Period	Monthly
Rate:	\$6.00

The residential customer's responsible portion of the sewer lateral is between the sewer main, including the connection to the main, and the home.

SERVLINE BENEFITS & SERVICES

UTILITY BENEFITS

- ✓ **No Cost to Utility**
- ✓ Direct Cost Savings on Leaks
- ✓ Direct Cost Savings on Personnel Time
- ✓ **Recoup what is currently written off as loss**
- ✓ Payment for Leak Claim sent directly to Utility
- ✓ Turnkey Solution
- ✓ **All Leak Claims Handled by Claims Department**
- ✓ Minimize Leak Liability
- ✓ Customer Leak Adjustment Calculations
- ✓ Customer Leak Claim Frequency Handled
- ✓ Monitors Claims Fraud
- ✓ Consistent Application (Record Keeping & Documentation)
- ✓ **Potential to Add Additional Revenue**
- ✓ Reduce Legal Exposure
- ✓ Unique Customer Service Phone Number and Associated Fees
- ✓ 12/5 Customer Service for Leak Claims/ Customer Questions
- ✓ Printing Fees
- ✓ Announcement Flyers
- ✓ Announcement Postage Upcharge Fees
- ✓ Announcement Envelopes
- ✓ Print Handling
- ✓ **Dedicated Utility Customer Service**
- ✓ Customized Staff Training
- ✓ Insurance Application Walkthrough
- ✓ Program Launch Walkthrough and Start-Up Guide
- ✓ Leak Adjustment Review & Proposed Water Industry Standard Guidelines
- ✓ **Hands on Guided Walkthrough and Processes Setup**
- ✓ Public Relations Initiative
- ✓ Reduction in Overall Office Workload
- ✓ Strict Regulations and Guidelines by State Department of Insurance
- ✓ Reclaim lost Opportunity Cost
- ✓ Reduces Requests for Staff Favors
- ✓ **Increases Customer Loyalty and Satisfaction**

CUSTOMER BENEFITS

- ✓ **Customer Freedom to Participate or Decline**
 - ✓ Customer Education and Responsibility Awareness
 - ✓ Equality in Financial Dispensation
 - ✓ **Reduction in Customer Interaction in Dealing with Water Leaks**
 - ✓ Financial Water Leak Protection up to Utility Selected Limit
 - ✓ No Out of Pocket Expense up to Utility Selected Limit Outside of Customer Average
 - ✓ **Happier Utility Customer**
 - ✓ Reduces Angry interactions to lost Opportunity Cost
 - ✓ Peace of Mind
 - ✓ 12/5 Leak Claims and Questions Customer Service
 - ✓ Insurance Packet and Leak Adjustment Policy Mailed to Customer by Request
 - ✓ **Covered Even if Late on Bill**
 - ✓ No Deductible
-

SUMMARY

Billing

Agency: Monthly

This quote is valid for thirty (30) days from the date of this letter.

All rates are per participating customer per month.

Residential is defined as single line, single meter residential occupancy.

By choosing to implement ServLine and providing this customer service to protect your customers from financial hardship they will only be charged for the rate on the Water & Sewer Leak Combined charges that you choose to offer.

When a customer decides to add Water Line and/or Sewer Lateral protection they will be charged for the additional coverages they have chosen. Otherwise, if they elect to do nothing they will only be charged for the Water & Sewer Leak Protection.

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions. Please refer to sample policy for terms and conditions.

Terrorism Risk Insurance Act of 2002 Disclosure

The "Terrorism Risk Insurance Act of 2002" establishes a program within the Department of Treasury in which the Federal Government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism committed by an individual(s) acting on behalf of any foreign interest, provided the terrorist act results in aggregate losses in excess of \$5 million. With respect to insured losses resulting from a certified act of terrorism, the Federal Government will reimburse individual insureds for 90% of the losses in excess of the insurer's retention, which is based on a specified percentage of the insurer's earned premium for the year preceding the loss. Insured losses covered by the program are capped at \$100 billion per year unless subsequent action of Congress changes that amount; this provision serves to limit insurers' liability for losses. All insurers providing commercial property insurance are required to participate in the program to the extent of offering and making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to other perils.

Terrorism Premium: \$ 10% of premium

This quote outlines coverages and does not necessarily include all coverages requested on the application provided. Only coverages outlined above will be provided.

Name of Applicant: City of Bloomington

Date of Notice:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as reauthorized and amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS REAUTHORIZED AND AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

- ☐ I hereby elect to purchase Terrorism coverage for certified acts of terrorism for a prospective premium of \$ 10% of premium
- ☐ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policy Holder Signature

Date

POLICYHOLDER NOTICE

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

POLICYHOLDER NOTICE

CLAIM NOTICE

In the event of claim to which this policy may apply, please give immediate notice in either of the following ways, to:

Endurance U.S. Insurance - Claims
750 Third Avenue, 18th Floor,
New York, NY 10017
E-Mail addressed to: eclaims@enhinsurance.com
Toll Free Reporting: 866-277-1784
Fax: 877-710-1784

E-mail is the preferred method of receiving claim notice information, but any of the above methods of notification will generate an acknowledgement of receipt of claim with a claim number and all of the claim adjusters' contact information.



INLAND MARINE DECLARATIONS

In consideration for the payment of premium and subject to all of the provisions of this policy, we agree to provide you the insurance as stated in this policy.

POLICY NUMBER:

PRIOR POLICY NUMBER: New

Insurer: Endurance Risk Solution Assurance Company

Producer: Sunbelt Insurance Group
Address: 114 Lee Parkway Drive
Chattanooga, TN 37421

Producer Code: INLM0068
Sub-Producer Code: N/A
Producer Contact: A. Mark Slater, Jr
Producer Phone Number: 423-855-1234
Producer E-Mail: mark@sunbeltinsurance.net

Named Insured:

Address:

Policy Period: From: To:
(12:01 AM Standard Time on both dates, at the address of the
Named Insured noted above.)

Business Description: Utility

Additional Insureds: N/A

Mortgagees: N/A

Loss Payable Name and Address: N/A

Forms made a part of this policy at inception:

PN 0001 07 12	OFAC Notice
PN 0007 01 15 MAN	Claim Notice
IMG 0001 04 13	Declaration Page
IL 00 01	Signature Page
CL 0100 03 99	Common Policy Conditions
IM 7506 01 12	Schedule Of Coverages, Scheduled Property Floater
IM 7500 10 09	Scheduled Property Floater
EIM 3009 08 15	Utility Line Coverage, Reporting Schedule And Conditions
EIM 3008 08 15	Utility Line Coverage
IM 7855 02 09	Replacement Cost Endorsement
CL 0700 10 06	Virus or Bacteria Exclusion
CL 0184 01 01	Amendatory Endorsement, New Mexico
CL 0461 01 01	Amendatory Endorsement, New Mexico
IM 2063 04 04	Amendatory Endorsement, New Mexico
CL 0610 01 15	Certified Act of Terrorism Exclusion

Premium:

Inland Marine	\$1,000
Terrorism	Rejected

Premium Due at Policy Inception: \$1,000



Authorized Representative

Date

Policy Issuance Date: April 6, 2016
Policy Issuance Office: Chicago, IL

Endurance Risk Solution Assurance Company
IMG 0001 0413



Endurance Risk Solution Assurance Company
750 3rd Avenue
New York, NY 10017

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Senior Vice President and countersigned where required by law on the Declarations page by its duly authorized representative.

Senior Vice President

President

COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.
3. **Change, Modification, or Waiver of Policy Terms** -- A waiver or change of the "terms" of this policy must be issued by "us" in writing to be valid.
4. **Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
5. **Examination of Books and Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

CL 0100 03 99

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1998

SCHEDULE OF COVERAGES SCHEDULED PROPERTY FLOATER

(The entries required to complete this schedule
will be shown below or on the "schedule of coverages".)

COVERED PROPERTY

Item No.	DESCRIBED PROPERTY	"Limit"
<u>1</u>	<u>Water Service Line Coverage</u>	<u>\$10,000</u>
<u>2</u>	<u>Leakage Coverage</u>	<u>\$1,000 per occurrence</u> <u>and annual aggregate</u> <u>limit</u> 
<u>3</u>	<u>Sewer Service Line Coverage</u>	NOT COVERED 

COVERAGE EXTENSIONS

Additional Debris Removal Expenses INCLUDED

SUPPLEMENTAL COVERAGES

Newly Acquired Property N/A

Pollutant Cleanup And Removal \$500

DEDUCTIBLE AND COINSURANCE

DEDUCTIBLE

Deductible Amount \$0

COINSURANCE

☒ Not Applicable

☐ 80% ☐ 90% ☐ 100% ☐ Other ____%

ADDITIONAL INFORMATION

SCHEDULED PROPERTY FLOATER

In this coverage form, the words "you" and "your" mean the persons or organizations named as the insured on the declarations and the words "we", "us", and "our" mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Scheduled Property Floater. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to:
 - a. "your" property; and
 - b. property of others in "your" care, custody, and control.

2. **Coverage Limitation** -- "We" only cover "your" property and property of others that are described on the "schedule of coverages".

PROPERTY NOT COVERED

1. **Aircraft Or Watercraft** -- "We" do not cover aircraft or watercraft.
2. **Buildings And Land** -- "We" do not cover buildings or land including land on which covered property is located.
3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
5. **Vehicles** -- "We" do not cover automobiles or any self-propelled vehicles that are designed for highway use.
6. **Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage, including a Coverage Extension, Supplemental Coverage, or other coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following Coverage Extensions are not subject to and not considered in applying coinsurance conditions.

Debris Removal --

1. **Coverage** -- "We" pay the cost of debris removal. Debris removal means the costs for the demolition, clearing, and removal of debris of covered property if such debris results from a covered peril.
2. **We Do Not Cover** -- This coverage does not include costs to:
 - a. extract "pollutants" from land or water; or
 - b. remove, restore, or replace polluted land or water.
3. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss or damage exclusive of the costs for debris removal. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

4. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
5. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage within this coverage form, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension, including a Supplemental Coverage, Coverage Extension, or other coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following Supplemental Coverages are not subject to and not considered in applying coinsurance conditions.

1. Newly Acquired Property --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to additional property that:
 - 1) is similar to the property described on the "schedule of coverages"; and
 - 2) "you" acquire during the policy period.
- b. **Limit** -- The most that "we" pay for any loss under this supplemental coverage is the least of:
 - 1) the value of covered property as described in the Valuation section of this coverage form; or
 - 2) \$15,000.
- c. **Time Limitation** -- "We" extend coverage to the additional property that "you" acquire for up to 60 days.

This supplemental coverage will end when any of the following first occur:

 - 1) this policy expires;
 - 2) 60 days after "you" obtain the additional property; or
 - 3) "you" report the additional property to "us".
- d. **Additional Premium** -- "You" must pay any additional premium due from the date "you" acquire the additional property.

2. Pollutant Cleanup And Removal --

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing that is necessary for the extraction of "pollutants" from land or water.
- d. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

PERILS COVERED

"We" cover risks of direct physical loss or damage unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- Order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Earth Movement** -- Any "earth movement".

However, if eruption, explosion, or effusion of a volcano results in "volcanic action", "we" will pay for the loss or damage caused by that "volcanic action".

If "earth movement" results in fire, "we" will pay for the loss or damage caused by that fire. If "earth movement" (other than eruption, explosion, or effusion of a volcano) results in explosion, "we" will pay for the loss or damage caused by that explosion.

This exclusion does not apply to covered property while in transit.

- c. **Flood** -- "Flood".

"We" also do not cover waterborne material carried or otherwise moved by "flood", whether or not driven by wind, including storm surge, or material carried or otherwise moved by mudslide or mudflow.

However, if "flood" results in fire, explosion, or sprinkler leakage, "we" will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit.

- d. **Nuclear Hazard** -- Nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- e. **Sewer, Septic Tank, Sump, Or Drain Backup And Water Below The Surface** --

- 1) Water or waterborne material that backs up, overflows or is otherwise discharged through a sewer or drain, sump or septic tank, eaves trough or downspout; or
- 2) water or waterborne material below the surface of the ground, whether naturally or artificially occurring, including but not limited to water or waterborne material that exerts pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

But if sewer, drain, sump, septic tank, eaves trough, or downspout backup and water or waterborne material below the surface results in fire, explosion, or sprinkler leakage, "we" cover the loss or damage caused by that fire, explosion, or sprinkler leakage.

This exclusion does not apply to covered property while in transit.

- f. **War And Military Action** --

- 1) War, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War And Military Action exclusion will apply in place of the Nuclear Hazard exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination Or Deterioration --**

"We" do not pay for loss or damage caused by or resulting from contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

- b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts --** "We" do not pay for loss or damage caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Electrical Currents --** "We" do not pay for loss or damage caused by or resulting from arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

- d. **Explosion, Rupture, Or Bursting --**

"We" do not pay for loss or damage caused by or resulting from explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines. This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.

- e. **Loss Of Use --** "We" do not pay for loss or damage caused by or resulting from loss of use, delay, or loss of market.

- f. **Mechanical Breakdown --** "We" do not pay for loss or damage caused by or resulting from any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.

- g. **Missing Property --** "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- h. **Pollutants** -- "We" do not pay for loss or damage caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- i. **Temperature/Humidity** -- "We" do not pay for loss or damage caused by or resulting from dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature result in a "specified peril", "we" do cover the loss of damage caused by that "specified peril".

- j. **Theft From An Unattended Vehicle** -- "We" do not pay for theft from an unattended vehicle except when it is securely locked, its windows are fully closed, and there is visible evidence that entry into the vehicle was forced.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- k. **Voluntary Parting** -- "We" do not pay for loss or damage caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- l. **Wear And Tear** -- "We" do not pay for loss or damage caused by or resulting from wear and tear, marring, or scratching.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:

- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
- b. give notice to the police when the act that causes the loss is a crime.

2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

- a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
- b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property that has not been damaged by a peril insured against.

3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:

- a. the time, place, and circumstances of the loss;
- b. other policies of insurance that may cover the loss;

- c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

- 1. **Actual Cash Value** -- The value of covered property will be based on the actual cash value at the time of loss (with a deduction for depreciation).
- 2. **Pair Or Set** -- The value of a lost or damaged article that is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- 3. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

- 1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
- 2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
- 3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., 5., and 6. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to the covered property.

4. **Coinsurance --**

- a. **When Coinsurance Applies --** "We" only pay a part of the loss if the "limit" is less than the percentage of the value of the covered property that is indicated on the "schedule of coverages".
- b. **How We Determine Our Part Of The Loss --** "Our" part of the loss is determined using the following steps:
 - 1) multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss;
 - 2) divide the "limit" for covered property by the result determined in b.1) above;
 - 3) multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

The most "we" pay is the amount determined in b.3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

- c. **If There Is More Than One Limit --** If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".
- d. **If There Is Only One Limit --** If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.
- e. **When Coinsurance Does Not Apply --** Conditions for coinsurance do not apply unless a coinsurance percentage is indicated on the "schedule of coverages".

5. **Insurance Under More Than One Coverage --**

If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

6. **Insurance Under More Than One Policy --**

- a. **Proportional Share --** "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. **Excess Amount --** If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Loss Payment Options --**

- a. **Our Options --** In the event of loss covered by this coverage form, "we" have the following options:
 - 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.

- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** --

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
 - 1) a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. **Property Of Others** --

- a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

OTHER CONDITIONS

- 1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

- 2. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.

3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
 - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.
 - b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
5. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein; or
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.
10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:
 - a. all of the "terms" of this coverage have been complied with; and

- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.
-

DEFINITIONS

- 1. "Earth movement" means:
 - a. earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
 - b. landslide, mudslide or mudflow;
 - c. mine subsidence whether or not the non-natural mine is currently in use;
 - d. any other movement of earth, including sinking (other than "sinkhole collapse"), shifting, or rising of earth including, but not limited to, erosion, expansion, shrinking, freezing, thawing, improper soil compaction, and movement of water under the surface of the ground that cause cracking, settling, or shifting of foundations, buildings, or structures; or
 - e. eruption, explosion, or effusion of a volcano.
- 2. "Flood" means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused artificially or naturally, by human or animal forces or by an act of nature. "Flood" includes, but is not limited to:
 - a. overflow of inland or tidal waters, waves, tidal waves, or tsunamis, or spray that results from any of these, all whether driven by wind or not, including but not limited to storm surge;
 - b. unusual and rapid accumulation or runoff of surface waters from any source; or
 - c. mudslides or mudflows if caused by:
 - 1) unusual and rapid accumulation or runoff of surface waters or waves; or
 - 2) currents of water exceeding anticipated cyclical levels.
- 3. "Limit" means the amount of coverage that applies.
- 4. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- 5. "Schedule of coverages" means:
 - a. all pages labeled "schedule of coverages" or schedules that pertain to this coverage; and
 - b. declarations or supplemental declarations that pertain to this coverage.

6. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
7. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

8. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
9. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

"Volcanic action" does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the covered property.

IM 7500 10 09

ENDORSEMENT

Named Insured:

Policy Number:

Endorsement
Effective Date:

Endorsement
Number:

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

UTILITY LINE COVERAGE REPORTING SCHEDULE AND CONDITIONS

Reporting Schedule:

Reporting Period -- (check one)

☒ Monthly

☐ Quarterly

☐ Annual

Additional Premium Due After Expiration -- When the premium for the coverage provided by this policy is based upon reports of value, any additional premium owed to "us" is due on the due date that appears on the billing notice.

Adjustment Period -- (check one)

☒ Monthly

☐ Quarterly

☐ Annual

Reports: Customer and Coverage Information

Rates and Premium --

Monthly Rate (per Customer) \$ Water Service Line Coverage
 \$ Leakage Coverage

Deposit Premium \$ 1,000

Minimum Premium N/A

ENDORSEMENT

Reporting Conditions -- The following reporting conditions are added to this policy.

1. Reports --

- a. **You Will Report To Us** -- Within 30 days after the end of each reporting period, "you" will report to "us", as indicated on the **Reporting Schedule**, the following:

- 1) Customer name
- 2) Customer address
- 3) The type of protection selected by the customer in accordance with the provisions of **Property Covered** -- a., b., or c.

- b. **Cancellation** -- If "your" coverage is canceled, "you" will report the information up to and including the date of cancellation and pay any additional premium due.

2. Premium Computation And Adjustment -- The premium will be adjusted as of each adjustment period indicated on the **Reporting Schedule**. The computed premium will be determined by multiplying the number of enrolled customers shown on the report by the rate indicated on the Reporting Schedule.

"We" will apply the computed premium to the deposit premium until it is exhausted. "You" will pay us" all premiums that exceed the deposit premium. At the end of the policy period, if the computed premium is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the Reporting Schedule.

3. Provisions That Affect How Much We Pay -- The following provisions apply to reports that are submitted and may affect **How Much We Pay**:

If you fail to report any customer, no coverage will apply to any property applicable to that unreported customer.



Authorized Representative

ENDORSEMENT

This endorsement does not change any other provision of the policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

ENDORSEMENT

Named Insured:

Endorsement

Effective Date: 4/1/16

(12:01 AM Standard Time at the address of the
Named Insured as shown in the Declarations)

Policy Number:

Endorsement

Number:

UTILITY LINE COVERAGE

This endorsement modifies insurance provided under the following:

SCHEDULED PROPERTY FLOATER IM 7500

It is agreed that:

In this coverage form, the words “you” and “your” mean the persons or organizations named as the insured on the declarations or shown on the applicable monthly report(s) provided in accordance with the Reporting Conditions and the words “we”, “us” and “our” mean the company providing this coverage.

Refer to the Definitions section at the end of this coverage form for additional words and phrases that have special meaning. These words and phrases are shown in quotation marks.

PROPERTY COVERED is amended to read as follows:

PROPERTY COVERED

“We” cover the following property unless the property is excluded or subject to limitations.

1. **Coverage**—“We” cover direct physical loss caused by a covered peril to:
 - a. Water Service Line Coverage – “We” will pay for repair or replacement of damaged exterior underground water service line. The covered service line begins at the exterior source owned by the utility company/district and ends at the customer’s foundation.
 - b. Leakage Coverage—“We” will pay costs resulting from water loss from a damaged exterior underground water service line. The most “we” will pay for any loss under this coverage is the least of:
 - i. The excess billed water charge stated in the customer’s water bill statement; or
 - ii. The excess water charge as determined by the utility company’s leak adjustment policy; or
 - iii. \$500.

We do not cover any loss resulting from leaking plumbing or fixtures not repaired by the customer.

ENDORSEMENT

- c. **Sewer Service Line Coverage**—"We" will pay for repair or replacement of damaged exterior underground sewer service line. The covered service line begins at the exterior wall of the customer's structure to the point where it connects to the utility company/district's sewer main.
2. **Coverage Limitation**—"We" only cover "your" property and property of others that are described on the "schedule of coverages" if the customer is shown on the applicable monthly report(s) provided in accordance with the Reporting Conditions.

PROPERTY NOT COVERED is amended to add the following:

7. **Sprinklers And Irrigation Systems.** "We" do not cover sprinklers and irrigation systems, back-flow preventers, pressure reducing valves that are not a part of the line replacement, main shut-off valves, water meters.
8. **Third Party Water Or Sewer Service Lines.** "We" do not cover third party water or sewer service lines.
9. **Service Lines Not Connected To A Public Or Municipal Water Utility System.** "We" do not cover service lines not connected to a public or municipal water utility system.
10. **Septic Tanks.** "We" do not cover septic tanks including components and attachments, lift stations and pumps.
11. **Water Or Sewer Service Lines.** "We" do not cover water or sewer service lines at a location that is abandoned. Abandoned means property at a location left behind intentionally and permanently with no intention to occupy.

COVERAGE EXTENSIONS is amended as follows:

Debris Removal 4. **Additional Limit** and 5. **You Must Report Your Expenses** are deleted.

The following **COVERAGE EXTENSIONS** are added:

Re-seeding and Landscaping Expense

"We" will pay to re-seed a lawn or re-landscape the yard at a covered location following necessary excavation to uncover a covered water or sewer line due to a covered cause of loss. The most "we" will pay is the least of:

- a. The reasonable and necessary amount "you" spend to restore the covered location lawn or yard to its condition immediately before loss; or
- b. \$500.

ENDORSEMENT

Restoration of Paved Surfaces on Private Property

If it is necessary to remove paved surfaces or a portion thereof to repair or replace a covered water or sewer line as a result of a covered loss, "we" will pay to restore those paved surfaces at the covered location. The most "we" will pay is the least of:

- a. The reasonable and necessary amount "you" spend to restore the paved surfaces with material of like kind and quality; or
- b. \$500.

Paved surfaces means sidewalks, driveways or roads that are composed of any paved or asphalt surface or another type of commonly used materials including crushed stone or brick. This coverage does not apply to any foundation or slab of any building or structure, or any deck or patio of any building or structure that must be broken or removed in order to gain access to covered property.

SUPPLEMENTAL COVERAGES 2. Pollutant Cleanup And Removal is deleted and replaced by the following:

Pollutant Cleanup And Removal --

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" outside of the customer's premises is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, "we" pay the cost of testing that is necessary for the extraction of "pollutants" from land or water.
- d. **Limit** -- The most "we" pay for each location is \$500 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

PERILS EXCLUDED is amended as follows:

PERILS EXCLUDED, 1. e. Sewer, Septic Tank, Sump, Or Drain Backup And Water Below The Surface is deleted and replaced with the following:

e. Sewer, Septic Tank, Sump, Or Drain Backup And Water Below The Surface --

- 1) Water or waterborne material that backs up, overflows or is otherwise discharged through a sewer or drain, sump or septic tank, eaves trough or downspout; or
- 2) water or waterborne material below the surface of the ground, whether naturally or artificially occurring, including but not limited to water or waterborne material that exerts

ENDORSEMENT

pressure on or flows, seeps, or leaks through or into a building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.

This exclusion does not apply to covered property if Sewer Service Line Coverage is selected on the "schedule of coverages" and the customer is shown on the applicable monthly report(s) provided in accordance with the Reporting Conditions.

PERILS EXCLUDED, 2. a Contamination Or Deterioration is deleted.

PERILS EXCLUDED, 2. I. Wear And Tear is deleted and replaced with the following:

I. Marring or Scratching – "We" do not pay for loss or damage caused by or resulting from marring or scratching.

PERILS EXCLUDED, 2. is amended to add the following:

m. Work to Line – "We" do not cover loss or damage to any water line, or any component of any water line, that is caused by or results from any work completed by the customer or any contractor hired by any customer.

This provision does not apply to any loss caused by any independent contractor approved by "us"; or when the customer, his contractor, or "you", has called the federally mandated national call-before-you-dig number, Digsafe 811, or the state specific call-before-you-dig number prior to any loss or damage and the water line location has been marked and a ticket has been documented.

n. Costs – Costs to remove plugs or clogs from covered property.

DEFINITIONS, 1. "Earth Movement" is deleted and replaced with the following:

1. "Earth Movement" means:

- a. earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. landslide, mudslide or mudflow;
- c. mine subsidence whether or not the non-natural mine is currently in use;
- d. any other movement of earth, including sinking (other than "sinkhole collapse"), shifting, or rising of earth but does not include erosion, expansion, shrinking, freezing, thawing, improper soil compaction, and movement of water under the surface of the ground that cause cracking, settling, or shifting of foundations, buildings, or structures; or
- d. eruption, explosion, or effusion of a volcano.

ENDORSEMENT



Authorized Representative

This endorsement does not change any other provision of the policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

REPLACEMENT COST ENDORSEMENT

VALUATION

The Actual Cash Value provision under Valuation is replaced by the following:

Replacement Cost -- The value of covered property will be based on the replacement cost without any deduction for depreciation.

1. **Replacement Cost Limitation** -- The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
2. **Replacement Cost Does Not Apply Until Repair Or Replacement** -- Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
3. **Time Limitation** -- "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.

VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

1. The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- b. any denial of access to property because of any virus, bacterium, or other microorganism.

2. **Superseded Exclusions** -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

CL 0700 10 06

CERTIFIED ACT OF TERRORISM EXCLUSION

1. The following definition is added.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

- a. to be an act of terrorism;
- b. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- c. to have resulted in damage:
 - 1) within the United States; or
 - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
- d. to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
- e. to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.

2. The following exclusion is added.

CERTIFIED ACT OF TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

3. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
- b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CL 0610 01 15

INSURANCE QUESTIONS

Q: Isn't the exterior water service line the Utility Company's responsibility until it connects to my house?

A: No. This is perhaps the biggest misunderstanding we hear. The water service line is the homeowner's responsibility from the Utility's water meter until it connects to your home.

Q: Doesn't my Homeowners Insurance cover damage to my exterior water service line?

A: No, with rare exceptions. This is the second most common misunderstanding.

- Most homeowner's insurance policies do NOT cover the exterior service line.
- But good news, with ServLine you do not file a homeowner's insurance claim or pay a deductible.

Q: How many times per year can I make a claim for bill relief from a High Water Bill with Leak Protection?

A: Leak Protection follows the guidelines of our leak adjustment policy and allows one claim every 12 months.

Q: How much is my deductible when I have a repair?

A: Great news! There is no deductible for either Leak Protection or Line Protection.

ENROLLMENT QUESTIONS

Q: Can I "Decline Enrollment" of the Leak Protection and take my chances?

A: Yes. You do not have to take advantage of this program and can decline enrollment with just a quick phone call.

- If you decline enrollment you will be responsible for 100% of the charges caused by a leak.
- ServLine replaces our existing leak adjustment policy related to water loss charges from water lines and breaks.
- However, it would take over ## years of monthly charges for Leak Protection to pay for only one excess water bill of \$2,500.

LEAK PROTECTION QUESTIONS

Q: Does Leak Protection pay for excess water bills from leaks that happen because of plumbing leaks that happen inside my house?

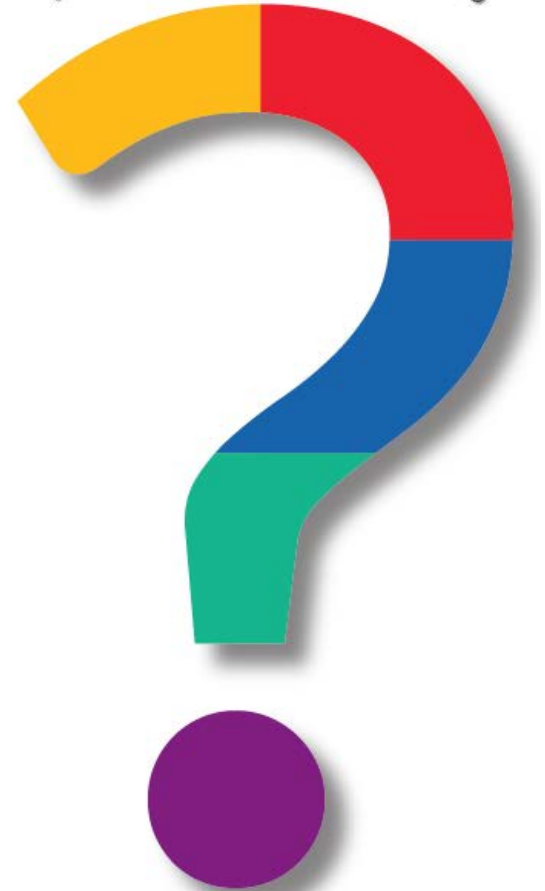
A: Leak Protection follows the guidelines of our leak adjustment policy.

- Leak Protection does pay up to \$2,500 for excess water bills resulting from leaks that occur in interior plumbing provided those leaks are quickly repaired as well as leaks from the main water supply line from the meter to the foundation of your home.

Q: What about leaks on irrigations systems or other connecting exterior water lines?

A: Excess water charges from leaks on sprinkler water lines, irrigations system water lines, water lines to swimming pools, water lines to other structures, or other water line connections to the main water line from the meter to the house are not covered in the Leak Protection.

Frequently Asked Questions



LINE PROTECTION QUESTIONS

Q: Is the \$10,000 limit for repairs and replacement of exterior water service lines enough?

A: Yes, with rare exceptions. The \$10,000 limit for repair and replacement of the water service line with Water Line Protection is enough for all but the rarest situations.

Q: How many times per year or over multiple years can I have my exterior water line repaired or replaced by the Water Line Protection?

A: Multiple leaks or repairs are not a problem for Water Line Protection. The coverage is in place for each occurrence whether there are one or more leaks in a year or after several years. The coverage is in place as long as you remain enrolled in the program.

Q: What happens if I break my exterior service line by hitting it while digging?

A: Good news! We will cover the break as long as you (or someone digging for you) have called the Dig Safe number and received a ticket number and had the line marked.

Q: Does Water Line Protection cover my sprinkler system water lines, other irrigation lines, water lines to swimming pool, water lines to other structures or water lines inside my home?

A: Water Line Protection covers repair or replacement of the exterior water line from the meter to the foundation of your home. There is no coverage for connecting water lines or the plumbing inside your home.

Q: Is my water line covered for absolutely everything that might make it leak or break?

A: No. No program is going to cover absolutely everything. There are things that could happen that would not be covered by the Water Line Protection. Things like earthquakes, floods, or landslides are excluded. So are back-ups into the house or costs to remove clogs or plugs among others. For a complete list of coverage and exclusions please call (706) 894-9050.

Q: Is there a waiting period for protection to take effect?

A: Water Line Protection will have a 30 day waiting period, with limited exceptions, unless you sign up before the April 1st, 2018 start date.

WARRANTY QUESTIONS

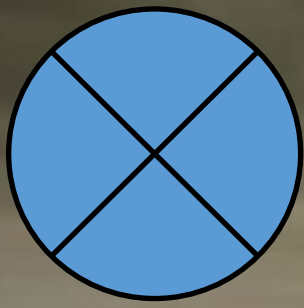
Q: Is this a Warranty?

A: No. This is not a warranty product or backed by a warranty company. Warranty companies are not regulated at all in many states. As a result, they are not held to the same standards as insurance companies. We want to make sure you get what is promised to you with accountability to and scrutiny from regulatory authorities. This program is funded and supported two "A" rated insurance companies. The company and all insurance products are highly regulated by the State Department of Insurance.

Q: I received information regarding a warranty program in the mail. Is this the same program?

A: No. Our program is unique and is not like any program you may have seen before. We have never endorsed or offered a service line program until now.

- This is not a warranty product or backed by a warranty company.
- Warranty companies are not regulated and as a result, they are not held to the same standards as insurance companies.
- Our Service Line Program is insured. Our insurance provider is regulated by the State Department of Insurance.
- Our Service Line Program offers more complete coverage than any program we have reviewed.



LEAKS HIT YOUR WALLET LIKE A Flood



(Utility District) is expanding our water loss coverage through our new ServLine Program and providing our residential customers the opportunity to add line repair and replacement coverage.

For more information on Water Loss Protection and to add Line Protection



CALL US:

(UNIQUE CUSTOMER SERVICE NUMBER)

Water Loss Protection

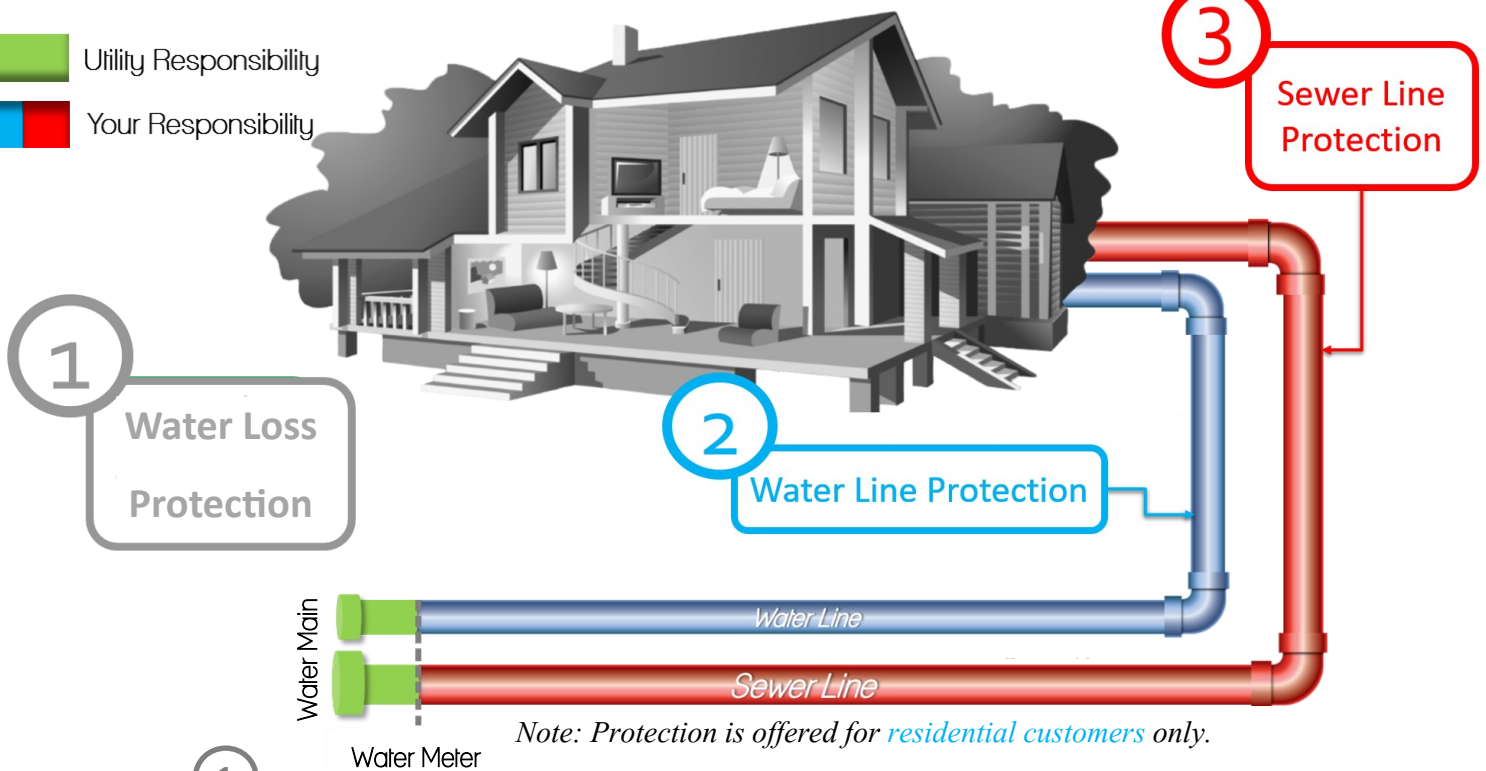
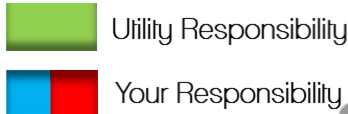
As a residential customer, you are automatically protected by our *Water Loss Program*. This is the only way residential leaks will be adjusted that occur after [Date Format MM/DD/YY].

Line Protection

Enroll in the *Line Protection Programs* to avoid water line repair/replacement costs. There is a 30 day waiting period for those who enroll after [Date Format MM/DD/YY]

*Utility Name] ServLine Begins
(MONTH DAY YEAR)*

(UTILITY NAME) SERVLINER



1

Water Loss Protection

**AUTOMATICALLY ENROLLED
(\$0.) MONTH**

- ◆ Water Loss Protection from excess water charges resulting from eligible plumbing leaks, up to (Protection Level). No deductible.
- ◆ Loss Protection from excess water & sewer charges resulting from eligible plumbing leaks, up to \$2,500. No deductible.
- ◆ Call us to decline protection and accept full responsibility for water bills resulting from eligible plumbing leaks.
- ◆ Please refer to our leak adjustment policy for guidelines and qualifications for leak adjustments.
- ◆ All qualifying residential leaks occurring after (Date)Month Day)) will only be adjusted through our ServLine Program.

2

Water Line Protection

**SIGN-UP BY CALLING
(\$0.)/MONTH**

- ◆ Covers repair or replacement of water line up to \$10,000. No deductible. No annual limit.
- ◆ Includes public paved surfaces and \$500 for basic site restoration and \$500 for private paved surfaces like sidewalks or driveways.
- ◆ Provides Water Line Protection from your meter to the foundation of your home.
- ◆ Does Not Provide Protection For: Water Meter, Water Pit, Water Vault, Pumps, Valves, Or Backflow Assemblies.
- ◆ Contact Us To Request A Full Copy Of Program Protections And Exclusions.
- ◆ Be protected from these expensive repairs! Enrollment after (Date)Month Day)) requires a 30 day waiting period.

3

Sewer Line Protection

**SIGN-UP BY CALLING
(\$0.)/MONTH**

- ◆ Covers repair or replacement of sewer line up to \$10,000. No deductible. No annual limit.
- ◆ Includes public paved surfaces and \$500 for basic site restoration and \$500 for private paved surfaces like sidewalks or driveways.
- ◆ Provides Sewer Line Protection from your meter to the foundation of your home.
- ◆ Does Not Provide Protection For: Water Meter, Water Pit, Water Vault, Pumps, Valves, Or Backflow Assemblies.
- ◆ Contact Us To Request A Full Copy Of Program Protections And Exclusions.
- ◆ Be protected from these expensive repairs! Enrollment after (Date)Month Day)) requires a 30 day waiting period.

Recapturing Revenue from Water Loss: A Utility's Perspective

By Jackie Haines, NRWA

Reprinted from Rural Water, 3rd quarter 2016, with permission from NRWA.

Every utility has received that phone call, from that customer who had a leak and now has an “outrageous” water bill. In some instances, the leak is found relatively quickly. In others, not until the bill comes in. No matter how the customer discovers the excessive bill they are now responsible for, they aren’t exactly singing along to the Aretha Franklin version of “Oh Happy Day” when they call to ‘discuss’ the charges.

An estimated 70% of water customers are unaware their responsibility to the waterline and the water begins at the meter. Most home owner’s insurance policies don’t cover waterlines or leaks, but 90% of homeowners believe they are covered. Unfortunately, when a leak occurs, they quickly learn when they receive the bill.

Because most customers either can’t or won’t pay the full amount of the leak, the water system suffers revenue loss ranging from a few dollars to several thousand dollars per occurrence. Water-world-wide, this seems to be an issue.

The City of Milford, UT, recently chose an insurance option designed to protect the system and the customer. After implementing ServLine in April,

Rural Water Association of Utah talked to Monica Seifers, City Recorder, about her experience with ServLine:

When asked what interested the City of Milford most about ServLine, Seifers stated, “Being able to provide consumers with a service that we weren’t able to provide. In the event there was a leak, they would be covered.”

“I thought it was going to be complicated [*to get set-up*], it was simple, easy. I like things to be simple,” Seifers added. (Read Monica’s full interview in the sidebar.)

BEYOND IMPLEMENTATION

Sure, getting everything set-up sounds quite easy. But Rural Water is no stranger to the ‘water line WARRANTY companies’ who are out there. With negative press about cities endorsing those companies, then consumers not getting paid, it’s easy to be hesitant about ServLine. After all, it does sound too good to be true... right?

Tom Reese, General Manager of Northern Ohio Rural Water, had an existing leak policy. If a customer had a leak of over 10,000 gallons above their average usage, the water system would adjust the bill to 50% off. However, the customer, still in shock with the large bill,

didn’t leave the conversation any happier.

Furthermore, the utility was faced with thousands of dollars of revenue loss. Reese stated that over a six-year period Northern Ohio Rural Water wrote off over \$175,000 and still had upset customers.

After starting the program in December of 2015, Northern Ohio Rural Water has already recaptured \$20,000 of revenue from leak protection. Reese elaborated, “We project that by choosing ServLine, we will realize a profit of \$60,000 to \$95,000 per year to go into our general fund.”

Plus, his customers are very happy. After utilizing the ServLine flyer insert to educate his customers, 10,600 of the utility’s customers were set up for ServLine leak protection. Reese says this represents 97% of his utility’s customers.

“In fact, on our new customers, we get more than 99% of them and we typically add 200-300 per year,” added Reese.

As for the additional water line coverage, 150 customers see the value of having their lines covered as well. The end result of choosing ServLine has been not only recapturing revenue, but also increasing customer satisfaction. Happy customers make for a happy utility! ★

NRWA: How did your utility customers respond to the implementation of ServLine?

TOM: For two months we inserted the flyer about leak coverage and water line protection. The third month we put the information on their bill in red lettering again, informing them about the coverage and how to opt-out. All phone calls were handled by

ServLine by our office just transferring the calls. The number of unhappy customers was fewer than 10.

NRWA: What was your experience when your customer needed to file a claim?

TOM: ServLine and Hanover Insurance handles all questions... the only thing we provide is the customers usage history.

NRWA: How long did it take to get payment for the leak from ServLine?
Tom: Turn-around is like 7-10 business days.

NRWA: Was filing the claim easy?
Tom: To our knowledge the process is very painless, and our customers seem happier.

RWAU: How did you hear about ServLine?

Monica: Actually I heard about it through Rural Water. One of their field staff brought a ServLine brochure to our office and explained what it was all about. Our team learned more at the RWAU spring Annual Conference in St. George.

RWAU: Tell us about your experience with ServLine so far?

Monica: WONDERFUL!! They are so professional and knowledgeable, they walked us through everything, explained everything.

RWAU: Was it complicated to get started?

Monica: Not at all. I thought it was going to be complicated, it was simple, easy. I like things to be simple.

RWAU: We understand you weren't only interested in protecting your utility but you were more concerned with your customers, tell us about that.

Monica: ServLine protects on overcharges due to leaks, it provides an opportunity to have inexpensive leak coverage. Earlier this year we had a consumer in town that had a private sewer line break. Unfortunately, they had to pay \$10,000 out of pocket.

RWAU: How are you letting your consumers know about ServLine?

Monica: We are in the process of sending out ServLine flyers in their monthly statement. We are excited to bring this extended service to the people of our community here in Milford.

"I thought it was going to be complicated, it was simple, easy. I like things to be simple."

Negative Press – Insurance vs Warranty?

It's no secret warranty programs for water lines are in the press and some have a bad reputation of not paying up when a claim is filed.

The Good News: SERVLIN IS NOT A WARRANTY COMPANY. ServLine is an insurance program backed by A rated insurance carriers. ServLine provides a broader coverage doesn't have loopholes lurking in every corner of the policy trying to not pay the claim.



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www.watertank.com

Testimonials

The support from ServLine has been outstanding. Many of our 3200 members have made calls to the local Entranosa ServLine number, and NO ONE has had a negative comment about the quality of the service they received. I have had high expectations - and I'm impressed, just so you know. Good program.

- John L. Jones, CEO,
Entranosa Water &
Wastewater Association

I can report that this program is generating about \$2000/mo. revenue for my utility with no investment required. We have a voluntary 98% participation rate.

- George Hanson, GM,
Chesapeake Ranch
Water Company

"My ServLine experience was AWESOME! A relief! It was all taken care of and it all went away, it was nice to have the insurance available."

- Joel, utility customer from
Berlin Heights, OH. His average bill was \$75.63. He had a leak and ServLine paid \$1,332.67. Joel paid his average bill.

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WATER | WASTEWATER

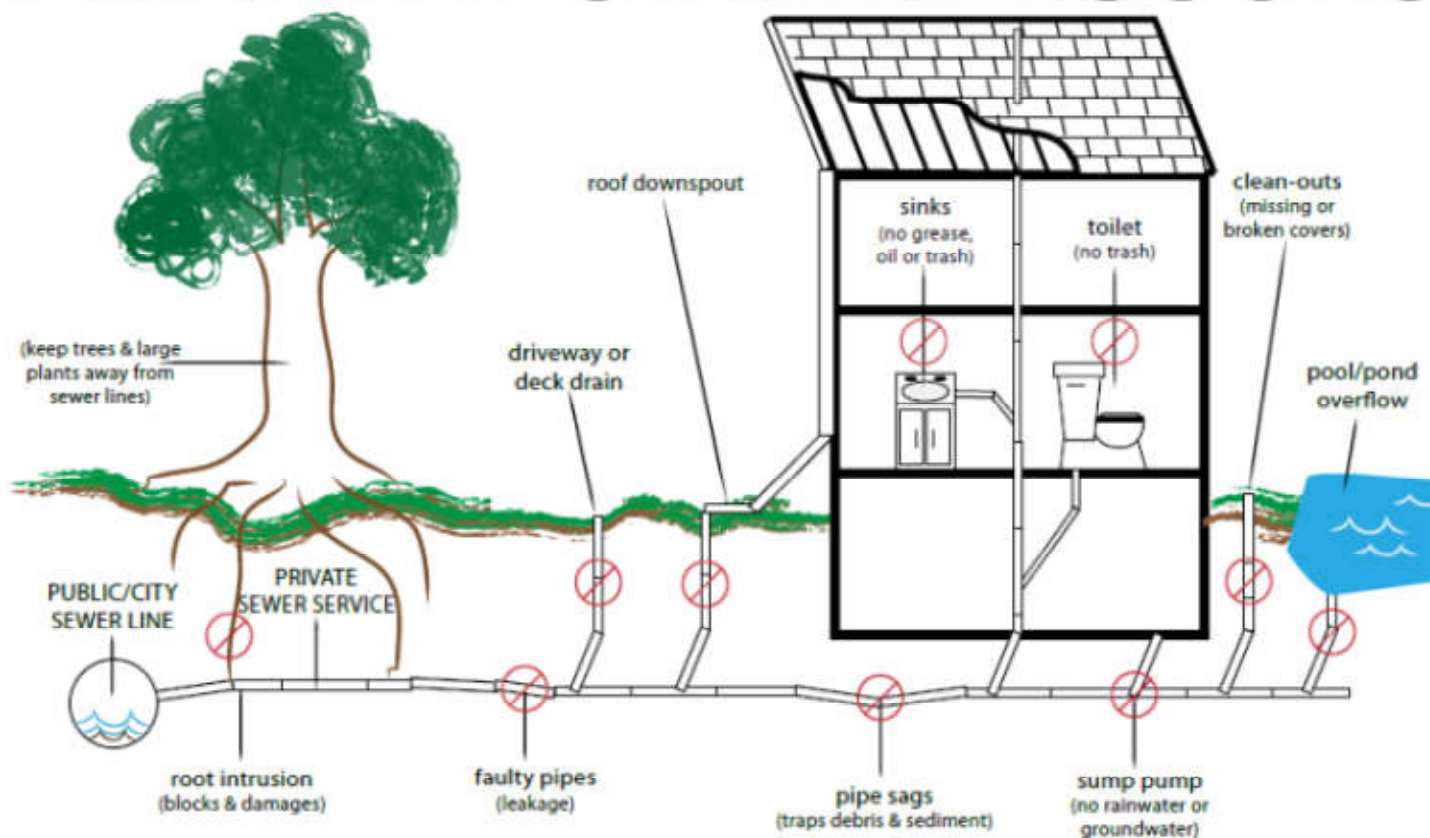
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Sewer backups can occur in your fixtures, interior pipes or exterior pipes. In most cases, blockage problems are within private and not public sewer lines. If a blockage is suspected, check your fixtures and your house sewer pipe. Call a plumber for assistance. This diagram illustrates many ways and reasons why your private sewer may backup.

PRIVATE SEWER ISSUES



ADDENDUM



**CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 27, 2018; 7:00 P.M.**

Cancellation of the Executive Session Meeting at the end of the August 27, 2018 Regular Meeting.

12. Executive Session – *Cite Section*

~~A. Review of Minutes Section 2(c)(21) of 5 ILCS 120/2 (5 minutes)~~

~~B. Collective Bargaining Section 2(c)(2) of 5 ILCS 120/2 (10 minutes)~~

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