# CITY OF BLOOMINGTON
# COUNCIL MEETING AGENDA
# 109 E. OLIVE
# MONDAY, JULY 22, 2013 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 of Attendance**

**5.** **Recognition/Appointments**

**A.** **Proclamation – Declaring July 22,2013 to be Peace Corps Day**

**6.** **"Consent Agenda"**

**A.** **Council Proceedings of July 8, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of July 8, 2013 be dispensed with and the minutes approved as printed.)**

**B.** **Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**

**C.** **2013 Edward Byrne Memorial Grant (JAG). (Recommend that the 2013 Edward Byrne Memorial Justice Grant in the amount of $43,408 be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.)**

**D.** **Proposed Amendment to Contract regarding the Clinton Landfill Permit Application to Accept Polychlorinated Biphenyls. (Recommend that the Amendment be approved.)**

**E.** **New World Systems Standard Software Maintenance Agreement Payment. (Recommend that the payment to New World Systems for a standard software maintenance agreement in the amount of $44,811 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

**F.** **Application by Bloomington Normal (BN) Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday and Saturday, August 23 and 23, 2013 from 5:00 p.m. to 11:00 p.m. (Recommend that the application by BN Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the BCPA, located at 600 N. East St., on Friday and Saturday, August 23 and 23, 2013 from 5:00 p.m. to 11:00 p.m. be approved., be created, contingent upon compliance with all applicable health and safety codes.)**

**G.** **Text Amendment to Chapter 31, Section 901 Changing the Closing Time at Friendship Park from 10:00 PM to 9:00 PM. (Recommend that the Text Amendment to Chapter 31. Section 901, Name Hours of Parks – Penalty, be approved and the Ordinance passed.)**

**H.** **Variance from Chapter 38, Section 123(a) of City Code to Allow a Driveway Approach Thirty-three Feet (33') Wide at 3013 Mirium Dr. (Recommend that the variance be approved.)**

**I.** **Extension of the existing expired Fox Creek Village Planned Unit Development (PUD) Preliminary Plan. (Recommend that the Council approves the extension of the existing expired Fox Creek Village PUD Preliminary Plan for a time not to exceed 120 days.)**

**J.** **Petition from Fox Creek Village, LLC Requesting Approval of a Final Plat for Fox Creek Village, 3rd Addition, Located South of Fox Creek Rd. and West of Union Pacific Railroad. (Recommend that the Final Plat be approved and the Ordinance passed.)**

**K.** **Lake Bloomington Lease Transfer Petition for Lot 1, Block 4 of Camp Kickapoo (Resurvey of Lots 3, 4 & 5), from McLean County Land Trust H-330, Edgar E Lundeen, Jr., trustee, to Keith Evans and Ana Corostola-Evans. (Recommend That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

**L.** **Lake Bloomington Lease Transfer Petition for Lot 3, Block 15 of Camp Potawatomie from Francis Quinn, to Tom and Amy Miller. (Recommend that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

**7.** **"Regular Agenda"**

**A.** **Presentation on Fire Department Apparatuses *(10 minutes)***

**B.** **Replacement of Fire Department 100' Aerial Platform Truck. (Recommend that a 100' rear mount platform truck be purchased to replace Truck 3, which is a 1998 100' Platform which best meets the needs of the City in accordance with Fire Department Staff.) *(10 minutes)***

**C.** **Solid Waste Program Analysis Final Draft Report presentation *(30 minutes)***

8. **City Manager's Discussion**

9. **Mayor's Discussion**

10. **City Aldermen's Discussion**

11. **Executive Session – cite section**

12. **Adjournment**

13. **Notes**

FOR COUNCIL: July 22, 2013

**SUBJECT:** Proclamation

**RECOMMENDATION/MOTION:** That the proclamation be made a matter of record.

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

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

**BACKGROUND:** The proclamation will be presented:

Declaring July 22, 2013 to be Peace Corps Day.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

**Attachments:** Attachment 1. Proclamation

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

# *PROCLAMATION*

*Declaring July 22, 2013 to be*

## *Peace Corps Day*

***Whereas*** *For the third time in less than five years, Illinois State University's program for current and returning Peace Corps volunteers has earned a top ranking. ISU placed eighth in this year's list of Peace Corps Master's International and Paul D. Coverdell Fellows graduate schools. It also ranked in the Top 10 in 2011 and 2009, and*

***Whereas,*** *ISU has participated in the master's program since 1994 and 107 graduates have received degrees that include interdisciplinary studies in applied community and economic development, and*

***Whereas,*** *ISU is the only university in Illinois offering graduate programs for both current and returned volunteers. The programs are located in the Stevenson Center for Community and Economic Development and managed by Beverly Beyer, the center's associate director, and*

***Whereas,*** *Since the Peace Corps was formed in 1961, more than 500 ISU alumni have served as volunteers and more than 8,000 Illinois residents have been Peace Corps volunteers, therefore*

***Be It Hereby Resolved*** *that July 22, 2013 be designated "Peace Corps Day" in the City of Bloomington.*

*Tari Renner*
*Mayor*

*Tracey Covert*
*City Clerk*

FOR COUNCIL: July 22, 2013

**SUBJECT:** Council Proceedings of July 8, 2013

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of July 8, 2013 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of July 8, 2013 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, 5 ILCS 120/2.06(b).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Draft Council Proceedings for July 8, 2013

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

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

**The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:01 p.m., Monday, July 8, 2013.**

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

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

**Aldermen: Judy Stearns, Mboka Mwilambwe, Kevin Lower, David Sage, Robert Fazzini, Jennifer McDade, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.**

**City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.**

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

**Alton Franklin, 508 Patterson Dr., addressed the Council. He cited principles of leadership, (i.e. criticize in private and praise in public). He believed that there was room for improvement but he had seen growth. He addressed the military's SMEAC acronym, (Situation, Mission, Execution, Administration/logistics, and Command/signal). This program is used by the military to stay focused and accomplish the mission. The military tracks the resources needed and the sets measurable goals. He thanked the Council for their efforts.**

**Ron Schultz, 1208 E. Oakland Ave., addressed the Council. He echoed Mr. Franklin's comments. He appreciated the mayoral open houses. He reminded those present that the open houses were held the Friday before a Council meeting. These meetings allowed the Mayor to have a feel for the pulse of the community. Topics addressed might not be on a Council meeting agenda. A number of topics had been addressed through meaningful dialogue. These meetings were an opportunity for the citizens.**

**The following was presented:**

**Presentation by Christine Randall, Illinois State University Graduate Student – Homelessness Project.**

**Christine Randall addressed the Council. She was accompanied this evening by the group of teachers, (Courtney Tieman, Kim Mast, Barbie Price, Brant Trimpe and Staci Ruud), who worked on this project, (Community Issues Surrounding Low-Income Families and Homelessness: A Synthesis of Two Organizations and a Plan of Action). They were master's level students in Teaching & Learning f/k/a Curriculum & Instruction. She thanked the Council for the opportunity to address them.**

**This project involved two (2) local agencies: Habitat for Humanity and Project Oz. Interviews had been conducted. The study group's goals were to present information from the interviews and to share an action plan which would raise awareness of the services provided by these two (2) organizations. Information was presented about each agency which included their strengths and weaknesses. As educators and citizens, they were performing community outreach which would raise awareness for each agency. The Action Plan included sharing information, promoting awareness, and encouraging volunteerism.**

**The following was presented:**

SUBJECT: Council Proceedings of June 24, 2013

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of June 24, 2013 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of June 24, 2013 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, 5 ILCS 120/2.06(b).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

**Motion by Alderman Fruin, seconded by Alderman Lower that the reading of the minutes of the previous Council Proceedings of June 24, 2013 be dispensed with and the minutes approved as printed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Bills and Payroll

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

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

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

**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on Wednesday, July 3, 2013 by posting via the City's web site.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Intergovernmental Agreement with McLean County Regional Planning Commission

**RECOMMENDATION/MOTION:** That the Intergovernmental Agreement with the McLean County Regional Planning Commission, (MCRPC), be approved, the Mayor and City Clerk be authorized to execute the necessary document and the payment approved, in the amount of $27,868.

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

**STRATEGIC PLAN SIGNIFICANCE:** The City's relationship with the MCRPC actually assists the City to affect all of its strategic plan goals. While the primary thinking might be of land use regulation and planning; MCRPC services to the City also allow us to promote prosperity, strengthen our neighborhoods, and support sustainability.

**BACKGROUND:** The MCRPC has been providing long term planning for the City, Town of Normal and McLean County for many years. Their functions include such things as long range transportation needs, comprehensive plans, public mapping services, etc. The three (3) government entities as well as state and federal grants provide the operational funding for the MCRPC.

Over the past several years the City has seen their contribution to MCRP vary widely, this has included two (2) past fiscal years (2009 and 2010) where payment was not required (the MCRPC

used some of their reserves to assist the City, Town and County in these tough financial times). This year the City's contribution has been set at $27,868.

| Fiscal Year | City Contribution |
|---|---|
| 2009 | 0 |
| 2010 | 0 |
| 2011 | $23,023 |
| 2012 | $24,244 |
| 2013 | $23,239 |
| 2014 | $27,868 |

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The Planning and Code Enforcement's Planning Division budgeted $25,000 in account #1001-5420-74025 for payment of this services agreement this year.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark Huber, Director – PACE

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

## REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2013, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2014.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.

2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).

3. Coordinate the development and management of the regional geographic information system (GIS) as per separate intergovernmental agreement.

4. Maintain a web site to post statistical data, plans and studies, and other planning related information to serve as a resource for local governments and the public.

5. Provide assistance in the preparation of applications for federal or state funding as needed.

6. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.

7. Provide technical assistance as needed and requested in matters of long range planning and development.

C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in “B” above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY EIGHT AND 00/100 DOLLARS ($27,868.00) for deposit in the accounts of the Commission upon the City's receipt of an invoice for said amount.

| | | |
|---|---|---|
| Tari Renner<br>Mayor - City of Bloomington | Tracey Covert<br>City Clerk - City of Bloomington | July 9, 2013 |
| George a. Benjamin<br>Chairman<br>McLean County Regional Planning Commission | Paul Russell<br>Executive Director<br>McLean County Regional Planning Commission | June 5, 2013 |

**Motion by Alderman Fruin, seconded by Alderman Lower that the Intergovernmental Agreement with MCRPC be approved, the Mayor and City Clerk be authorized to execute the necessary document and the payment approved, in the amount of $27,868.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Professional Services Contract for the Bloomington Center for Performing Arts

**RECOMMENDATION:** That the contracts with Brady Enterprises Entertainment, Inc. and Zydyco, Inc. be approved, in the amount of $77,000, 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 5. Great place – livable, sustainable City; and Goal 6. Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3.e.- Strong working relationship among the City, businesses, economic development organizations; Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents; Objective 6.c. Downtown becoming a community and regional destination.

**BACKGROUND:** Staff respectfully requests approval of contracts to engage persons and/or groups represented by: Monterey International and WME Entertainment, LLC to perform entertainment services in the Bloomington Center for the Performing Arts, (BCPA). Contract expenses for the contracts will be $77,000. The contract prices cover the artist fees for the performances coming to the BCPA in September and November 2013. For proprietary and

competitive advantage reasons we do not mention the acts by name in the staff back up report. As is standard industry practice, some artist contracts require some additional expenses for items such as travel, meals and lodging that vary from artist to artist. Travel expenses and local lodging fees occur less often. However virtually all artists are provided with meals and non-alcoholic beverages.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The selection of these artists was coordinated with the Cultural Commission and the BCPA's Programming Advisory Committee. Staff and community advisors agree that the visiting professionals would attract broad, positive community involvement and contribute to the public service mission of the BCPA.

**FINANCIAL IMPACT:** The FY 2014 Budget appropriated $511,300 in line item 10014125-70218-20000. The purpose of these $77,000 contracts is to engage persons and/or groups represented by: Brady Enterprises Entertainment, Inc. and Zydyco, Inc. to provide entertainment services in the BCPA. Note this is only a portion of the total budget. The cost of this service will be offset by revenue generated from ticket sales, grants, playbills, concessions, and corporate advertisement and sponsorships. These revenues are also targeted to offset the additional artist expenses for travel, meals and lodging. With the incorporation of the BCPA Fund into the General Fund in FY 2014, stakeholders may locate this purchase in the FY 2014 General Fund Budget document on page #408.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Joel Aalberts, Performing Arts Manager |
| Reviewed by: | John Kennedy, Director of Parks, Rec. & Cultural Arts |
| Reviewed by: | Barbara J. Adkins, Deputy City Manager |
| Financial & budgetary review by: | Timothy L. Ervin, CPFO, MS, Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**Motion by Alderman Fruin, seconded by Alderman Lower that the contracts with Brady Entertainment, Inc. and Zydyco, Inc. be approved, in the amount of $77,000, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Resolution Regarding Temporary Closing of State Right of Ways for Community Event

**RECOMMENDATION:** That the Resolution be adopted.

**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 Illinois Department of Transportation (IDOT) requires that Council adopt a Resolution requesting permission to close or hinder traffic on a State Route.

Typically the City only has two (2) requests each year for parades on a State Route, (US Route 51) which involves the Memorial Day, Labor Day and Christmas Parades. IDOT has requested that each municipality that experiences multiple parades on a State Route pass one (1) blanket Resolution at the beginning of each calendar year in order to minimize paperwork and manpower expenses.

Therefore, staff respectfully requests that Council adopt the Parade Resolution and further, that the Mayor and City Clerk be authorized to execute the necessary document. Upon adoption and execution, the Resolution will be forwarded to IDOT.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Reviewed by: Jim Karch, Director of Public Works

Reviewed by: John Kennedy, Director of Parks, Rec & Cultural Arts

Reviewed by: R. T. Finney, Interim Police Chief

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed as to legal sufficiency: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**RESOLUTION NO. 2013 – 09**

WHEREAS, the BN Jaycees and Bloomington Cycle Racing Team are sponsoring the Bloomington Jaycee Criterium, which event constitutes a public purpose;

WHEREAS, this Bloomington Jaycee Criterium will require the temporary closure of two lanes of Route 51, a State Highway in the City of Bloomington, Illinois from Jefferson Street north to Market Street;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington that permission to close Route 51 from Jefferson Street north to Market St. as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 11:00 a.m. to 7:00 p.m. on August 24, 2013.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a bicycle race.

BE IT FURTHER RESOLVED, that the City of Bloomington assumes full responsibility for the direction, protection and regulation of the traffic during the time the bicycle race is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall, at the expense of the City of Bloomington be positioned at the end of the closed section and at other points (such as intersections) as may be necessary to assist in direction traffic through the route.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Bloomington prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Bloomington as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Bloomington.

BE IT FURTHER RESOLVED, that the closure of two lanes of traffic shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED, that the City of Bloomington hereby agrees to assume all liabilities and pay all claims or any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED, that the City of Bloomington hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from the requested road closings.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED on this 8th day of July, 2013.

APPROVED on this 9th day of July, 2013.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**Motion by Alderman Fruin, seconded by Alderman Lower that the Resolution be adopted.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington's Davis Lodge on October 19, 2013

**RECOMMENDATION/MOTION:** That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington Davis Lodge on October 19, 2013 be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Dr. Jamie Kear and Vince Scott to allow moderate consumption of alcohol at their October 19, 2013 wedding reception to be held at Davis Lodge. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Bob Wall, Asst. Police Chief, and Tracey Covert, City Clerk, and Gail Kear, mother of the bride and request representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Gail Kear, mother of the bride, addressed the Commission. Her daughter was planning a small private wedding and reception at Lake Bloomington's Davis Lodge on October 19, 2013. Attendance was estimated at 100 people. The wedding would be a family event. The food would be self catered as Davis Lodge had a full kitchen. Famous Liquors, located at 1404 E. Empire St., would be retained to provide beer and wine service including champagne. Guest transportation would be provided via shuttle. The goal was no one who attended the wedding would drive under the influence. Ms. Kear requested permission to allow liquor service at Davis Lodge for her daughter's wedding. The wedding was scheduled for 2:00 p.m. and reception would start at 4:00 p.m. The Davis Lodge must be vacated by midnight.

Commissioner Jordan questioned if draft beer would be served. Ms. Kear responded affirmatively plus wine including champagne. Famous Liquors would provide two (2) bartenders. The kitchen window which opened out on to the porch would be used for liquor service.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Dr. Jamie Kear and Vince Scott to allow moderate consumption of alcohol at the Lake Bloomington Davis Lodge for their October 19, 2013 wedding be approved.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the June 11, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

**ORDINANCE NO. 2013 - 40**

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

WHEREAS, Dr. Jamie Kear and Vince Scott are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 3:00 p.m. to 11:55 p.m. on October 19, 2013; and

WHEREAS, Dr. Jamie Kear and Vince Scott have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on October 19, 2013 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 8th day of July, 2013.

APPROVED this 9th day of July, 2013.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

**Motion by Alderman Fruin, seconded by Alderman Lower that the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington Davis Lodge on October 19, 2013 be passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on November 30, 2013

**RECOMMENDATION/MOTION:** That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Miller Park Pavilion on November 30, 2013 be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Janelle Dodge and Amanda Stenger to allow moderate consumption of alcohol at their November 30, 2013, civil union reception to be held at Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Bob Wall, Asst. Police Chief, and Tracey Covert, City Clerk, and Janelle Dodge, partner and request representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Janelle Dodge, partner, addressed the Commission. Her civil union was scheduled for November 30, 2013 at the Miller Park Pavilion. She planned to invite 125 guests. Famous Dave's, located at 1603 B Morrissey Dr., would be retained to provide food and beverage service, which would be limited to beer and wine only. The civil union was scheduled for 5:00 p.m. The reception would start at 6:00 p.m. The Miller Park Pavilion must be vacated by 11:00 p.m.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Janelle Dodge and Amanda Stenger to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 30, 2013 civil union be approved.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the June 11, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

**ORDINANCE NO. 2013 - 41**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A CIVIL UNION RECEPTION AT THE MILLER PARK PAVILION**

WHEREAS, and Janelle Dodge and Amanda Stenger are planning to hold their civil union reception at the Miller Park Pavilion from 5:00 p.m. to 11:00 p.m. on November 30, 2013; and

WHEREAS, Janelle Dodge and Amanda Stenger have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the civil union reception at the Miller Park Pavilion on November 30, 2013 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 8th day of July, 2013.

APPROVED this 9th day of July, 2013.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

**Motion by Alderman Fruin, seconded by Alderman Lower that the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow suspension and consumption of alcohol at the Miller Park Pavilion on November 30, 2013 be passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Miller Park Pavilion on March 15, 2014

**RECOMMENDATION/MOTION:** That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Miller Park Pavilion on March 15, 2014 be passed.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the request of Ashley Wilburn and Brandon Daugherty to allow moderate consumption of alcohol at their March 15, 2014, wedding reception to be held at Miller Park Pavilion. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Bob Wall, Asst. Police Chief, and Tracey Covert, City Clerk, and Ashley Wilburn, bride and request representative.

Commissioner Renner opened the liquor hearing and requested that the requestor's representative address this request. Ashley Wilburn, bride, addressed the Commission. Her wedding was scheduled for March 15, 2014 at the Miller Park Pavilion. She planned to invite 150 guests. A Renee, located at 306 N. Center St., Suite 102, would be retained to provide liquor service, which would be limited to beer and wine only. The wedding was scheduled for 6:00 p.m. The reception would start at 7:00 p.m. The Miller Park Pavilion must be vacated by 11:00 p.m.

Commissioner Jordan questioned who would dispense the alcohol. Ms. Wilburn stated A Renee's staff would be responsible for the liquor service.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the request of Ashley Wilburn and Brandon Daugherty to allow moderate consumption of alcohol at the Miller Park Pavilion for their November 30, 2013 wedding be approved.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the June 11, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

**ORDINANCE NO. 2013 - 42**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE MILLER PARK PAVILION**

WHEREAS, Ashley Wilburn and Brandon Daugherty are planning to hold their wedding reception at the Miller Park Pavilion from 5:00 p.m. to 11:00 p.m. on March 15, 2014; and

WHEREAS, Ashley Wilburn and Brandon Daugherty have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Miller Park Pavilion on March 15, 2014 under the conditions set forth in the rental agreement.

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

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

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

PASSED this 8th day of July, 2013.

APPROVED this 9th day of July, 2013.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

**Motion by Alderman Fruin, seconded by Alderman Lower that the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow suspension and consumption of alcohol at the Miller Park Pavilion on March 15, 2014 be passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Easement Agreement Between the City and Ameren Illinois Company.

**RECOMMENDATION/MOTION:** That the Easement Agreement with Ameren Illinois Company 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:** Objection 5a. This project will improve electric energy services for the City's residents.

**BACKGROUND:** Ameren Illinois is proposing to construct a new 345 kilovolt (kV) electrical transmission line between the existing Brokaw and South Bloomington substations. The Brokaw substation is located near the intersection of Ireland Grove and north Towanda Barnes Rd. The South Bloomington substation is located near the intersection of East Lafayette and Easy St. The project will also include modifications at the existing South Bloomington substation.

In the event of an outage concurrently affecting two (2) existing 138 kV circuits interconnecting Brokaw substation and the South Bloomington substation, (both circuits are carried on a common tower line), or the coincident outage of the existing two (2) 345/138 kV transformers at the Brokaw substation during peak load conditions, other transmission facilities would be stressed and voltage collapse in the Bloomington area would likely result. The proposed 345 kV transmission line between the existing Brokaw and South Bloomington substations and modifications at the South Bloomington substation will provide a strong source for electricity to the Bloomington area. The project would alleviate the stress on other transmission facilities during such outage events and maintain voltage support. The project's in-service date is June 2015.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** Ameren Illinois will pay $5,400 for the easement.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Asst. Corporation Counsel

Reviewed by: Jim Karch, Director of Public Works

Financial & budgetary review by: Timothy Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

## TRANSMISSION EASEMENT

THIS AGREEMENT, made this 9th day of July, 2013, by and between CITY OF BLOOMINGTON, an Illinois municipal corporation created and existing under and by virtue of the laws of the State of Illinois, hereinafter referred to as Grantor, and AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors, and licensees, hereinafter referred to as Grantee, WITNESSETH:

For and in consideration of the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged and other good and valuable consideration to be paid to Grantor by Grantee within ninety (90) days from the date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, Grantor does grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and easement in width in, on, upon, along, over, through, across, and under the following described lands situated in McLean County, Illinois, more particularly described as follows, and also depicted on Exhibit “A” attached hereto and made a part hereof.

## EASEMENT

Part of Lot One (1) in the Northeast Quarter (NE 1/4) of the School Commissioner's Subdivision of Section Sixteen (16), Township Twenty Three (23) North, Range Two (2) East of the Third Principal Meridian, Bloomington Township, McLean County, Illinois as per plat recorded in Book 2, Page 136 of the records in the Recorder’s Office of McLean County, Illinois, and a part of the Northwest Quarter (NW 1/4) of Section Fifteen (15), Township Twenty Three (23) North, Range Two (2) East of the Third Principal Meridian, Bloomington Township, McLean County, Illinois and described as follows:

Beginning at a point on the East line of Lot One (1) in the Northeast Quarter (NE 1/4) of the School Commissioner's Subdivision of Section Sixteen (16), Township Twenty Three (23) North, Range Two (2) East of the Third Principal Meridian, McLean County, Illinois as per plat recorded in Book 2, Page 136 of the records in the Recorder's Office of McLean County, Illinois, said point being Seventy Six and Two Hundredths (76.02) feet North of the Southeast Corner of said Lot One (1) and also, being the West line of the Northwest Quarter (NW 1/4) of Section Fifteen (15), Township Twenty Three (23) North, Range Two (2) East of the Third Principal Meridian, McLean County, Illinois and the centerline of South Bunn Street; thence North, along the East line of said Lot One (1), a distance of Thirty Three and Forty Seven Hundredths (33.47) feet to a point, said point being on the North Right of Way line of Trilakes Road; thence Southeasterly a distance of Four Hundred Sixty Six and Forty Eight Hundredths (466.48) feet to a point, said point being the intersection of the Westerly Right of Way line of former Illinois Central Gulf Railroad Right of Way and the Southwesterly Right of Way line of City of Bloomington Right of Way (formerly Conrail) as per document number 2004-00008844 of the records in the Recorder's Office of McLean County, Illinois; thence North, along the Westerly Right of Way line of former Illinois Central Gulf Railroad Right of Way, a distance of Ninety Six and Thirty Eight Hundredths (96.38) feet to the Southwesterly Right of Way line of Norfolk Southern Railway Company (formerly Norfolk & Western Railroad), also, being the Northeasterly Right of Way line of the City of Bloomington Right of Way (formerly Conrail); thence Northwesterly, along the City of Bloomington Right of Way (formerly Conrail), on a curve to the Right having a radius of Two Thousand Eight Hundred Ninety Four and Seventy Nine Hundredths (2894.79) feet and a chord of Sixty Six and Forty Six Hundredths (66.46) feet to a point; thence Northwesterly a distance of Four Hundred Ninety Eight and Twenty Seven Hundredths (498.27) feet to a point on the Southwesterly Right of Way line of the City of Bloomington Right of Way (formerly Conrail); thence Southeasterly, along the Southwesterly Right of Way of the City of Bloomington Right of Way (formerly Conrail), on a curve to the Left having a radius of Three Thousand Four and Seventy Nine Hundredths (3004.79) feet and a chord of One Hundred Sixty Nine and Ninety Eight Hundredths (169.98) feet to the Point of Beginning and containing 0.601 acres, more or less.

**TAX ID NUMBER: 21-06-300-019 (pt)**

Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement or the premises of the Grantor adjoining the same on either side, trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein

granted; also the privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, Grantor is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner hereof for such loss or damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities hereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

The easement conveyance made hereby shall run with the land, and this agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the said CITY OF BLOOMINGTON, has hereunto caused its corporate seal to be affixed and these presents to be signed by its Mayor and attested to by its City Clerk this 9th day of July, 2013.

Grantor: CITY OF BLOOMINGTON

By: Tari Renner, Mayor

Attest:

Tracey Covert, City Clerk

STATE OF ILLINOIS )
) SS
COUNTY OF MCLEAN )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Tari Renner, personally known to me to be the Mayor of CITY OF

BLOOMINGTON, an Illinois municipal corporation, and Tracey Covert, personally known to me to be the City Clerk of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument of writing as Mayor and City Clerk of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of July, 2013.

Janice L. Scherff
Notary Public

(EXHIBIT A ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Fruin, seconded by Alderman Lower that the Easement Agreement with Ameren Illinois Company be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Petition submitted by Alex A. and Larry Calvert Requesting Approval of a Rezoning from R - 1C, Single Family Residential District to C - 1, Office District, for the Property Commonly Located at 1028 E. Front St.

**RECOMMENDATION/MOTION:** That the Rezoning be approved and the Ordinance passed.

**STRATEGIC PLAN LINK:** The rezoning will facilitate the objectives of residents feeling safe in their homes and neighborhoods and the retention of growth of current local businesses.

**STRATEGIC PLAN SIGNIFICANCE:** If approved the rezoning will enable the construction of additional off street parking spaces for the funeral home resulting in less funeral home visitors parking on Front St. This should lessen the congestion on Front St. enabling the residents to feel safer. Even though there are no plans to expand the building, the rezoning and subsequent parking should foster the image of a strong and growing local business.

**BACKGROUND:** The petitioner owns the existing funeral home located adjacent to Washington St. and Front St. as well as the vacant subject site and the vacant lot to its east. If the rezoning is changed all of these properties will create a C - 1 rectangular shaped district.

The proposed rezoning will be compatible with the adjacent funeral home site and should not create any nuisance for the immediate adjacent parcels as a squared off parking lot is intended to be built and such will be screened from the neighbors. This site is relatively small, (approximately 60' x 124'), and is not likely to substantially increase the development potential beyond parking expansion for the funeral home.

On June 12, 2013, the Planning Commission voted 10 - 0 to recommend approval of the petition. The petitioner explained that they have worked with the neighbors and the school regarding how the new off street parking will enable less parking on the street. No one from the public spoke in opposition to or in support of the petition.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code. In accordance with the Zoning Code, (Ordinance No. 2006-137), courtesy copies of the Public Notice were mailed to approximately seventy-nine (79) property owners within 500'. In addition, a public notice/identification sign was posted on the property.

**FINANCIAL IMPACT:** The financial impact on City revenues and services should not change with the approval of the rezoning.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Mark R. Huber, Director - PACE

Financial & budgetary review by: Timothy Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**PETITION FOR ZONING MAP AMENDMENT**

State of Illinois )
) ss:
County of McLean )

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

Now comes ALEX A. CALVERT and LARRY L. CALVERT, hereinafter referred to as your Petitioners, respectfully representing and requesting as follows:

1.That your Petitioners are the Owners of the property described on Exhibit "A" which is attached hereto and made a part hereof by this reference.

2.That said premises presently have a zoning classification of R - 1C, Single Family Residence District under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3.That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;

4.That your Petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the C – 1, Office District classification;

5.That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and

6.That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your Petitioners by the present zoning of said premises.

WHEREFORE, your Petitioners respectfully pray that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above described premises from R - 1C, Single Family Residence District to C – 1, Office District.

Respectfully submitted,

ALEX A. CALVERT and
LARRY L. CALVERT

**ORDINANCE NO. 2013 - 43**

**AN ORDINANCE REZONING PROPERTY IN THE CITY OF BLOOMINGTON FROM R - 1C, SINGLE FAMILY RESIDENCE DISTRICT TO C – 1, OFFICE DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for Rezoning of certain premises hereinafter described on Exhibit "A"; and

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

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

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

1.That the premises hereinafter described on Exhibit "A" shall be and the same are hereby rezoned from R - 1C, Single Family Residence District to C – 1, Office District.

2.The Official Zoning Map of said City shall be amended to reflect these changes in the zoning classification.

3.This Ordinance shall take effect immediately upon passage and approval.

PASSED this 8th day of July, 2013.

APPROVED this 9th day of July, 2013.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT "A"**

Lot 36 in E. Rodgers Addition to the City of Bloomington, according to the Plat thereof recorded March 17, 1855 in Book 3 of Plats, page 284, in McLean County, Illinois

Parcel ID: 21-03-306-036

(1028 E. Front Street, Bloomington, Illinois)

**Motion by Alderman Fruin, seconded by Alderman Lower that the Rezoning be approved and the Ordinance passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Petition submitted by Andy Streenz, Lawrence Wheat, John P. Wheat Vincente Adame, and Chad Seeman Requesting Approval of the Vacation of the East West Alley bounded by Lee St. on the west and Roosevelt St. on the east

**RECOMMENDATION/MOTION:** That the Vacation be approved and the Ordinance passed.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services and Goal 4. Strong neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Since the alley will not need to be maintained by the City there should be a cost savings realized over several years. Objective 4a. Resident feeling safe in their homes and neighborhoods. The Vacation will result in the immediate neighborhood being safer.

**BACKGROUND:** The petitioners desire to vacate the east-west alley which extends from the Lee St. to Roosevelt St. If the alley is closed, it should mitigate negative impacts on the adjacent properties since it will eliminate cut through traffic. It will also eliminate the use of the alley for drug trafficking along at least two (2) of the petitioners' lots once a fence is installed.

Public Works prefers to see alleys such as these closed because it saves maintenance cost.

The Planning Commission reviewed the petition and held a public hearing on May 22, 2013. One person representing the petitioners spoke in support of the petition emphasizing the need for safety from traffic and those running drugs. No one from the public spoke in opposition to or in support of the petition. The Planning Commission voted 10 - 0 to recommend approval of the petition.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph in accordance with City Code. Courtesy copies of the Public Notice were mailed to adjoining property owners.

**FINANCIAL IMPACT:** The financial impact on the funding of City services should not be significantly impacted. However there should be some cost savings since the City will no longer have to maintain the alley.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Mark Woolard, City Planner |
| Reviewed by: | Mark Huber, Director – PACE |
| Reviewed by: | R.T. Finney, Interim Police Chief |
| Financial & budgetary review by: | Timothy Ervin, Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**PETITION FOR VACATION OF AN EAST WEST ALLEY BOUND BY LEE ST., LOCUST ST., ROOSEVELT ST. AND MULBERRY ST.**

STATE OF ILLINOIS )
) ss.
COUNTY OF MCLEAN )

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

Now comes Andy Streenz, Lawrence Wheat, John P. Wheat, Vicente Adame and Chad Seeman, hereinafter referred to as your Petitioners, respectfully representing and requesting as follows:

1. That your Petitioners are interested as property owners in the adjacent premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;

2. That your Petitioners seek approval of the vacation of an East West Alley adjacent to their premises;

3. That said vacation of an east west alley is reasonable and proper because such alley is not needed for public right of way by said City, its only use being the location of existing or proposed utilities.

WHEREFORE, your Petitioners pray that the ease west alley be vacated with such reservation of utility easements as may seem proper.

Respectfully submitted,

By: Andy Streenz
Lawrence Wheat
John P. Wheat
Vincente Adame
Chad Seeman

**ORDINANCE NO. 2013 - 44**

**AN ORDINANCE PROVIDING FOR THE VACATION OF AN EAST WEST ALLEY**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of an east west alley; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in such case 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 alley as requested in this case.

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

1. That the east west alley is hereby vacated.

2. The aforesaid vacation notwithstanding, the City reserves to itself and to all utilities an easement the full width of the vacated east west alley for the purpose of laying, installing, maintaining, repairing, removing, or replacing such facilities as they may deem appropriate.

3. That this ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 8th day of July, 2013.

APPROVED this 9th day of July, 2013.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

**EXHIBIT A**

An east west alley bounded by Lee St. on the west, Locust St. on the north, Roosevelt St. on the east and Mulberry St. on the south.

**Motion by Alderman Fruin, seconded by Alderman Lower that the Vacation be approved and the Ordinance passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Petition filed by FOB Development, Inc., Requesting Approval of the Preliminary Plan for a Portion of Empire Business Park, Third Revision, for Property Commonly Located north of IL Rt. 9 and east of Trinity Ln.

**RECOMMENDATION/MOTION:** That the item be remanded to the Planning Commission's July 24, 2013 meeting.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3e. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND:** Public hearings regarding this Petition were held before the Planning Commission on May 8 and 22, 2013. City staff identified the need for east/west sidewalks along IL Rt. 9. In addition, Magory Dr. is shown as a private street. Discussions have been held to change this street from private to public. The Petitioner's attorney has requested that this item be remanded to Planning Commission.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on April 22, 2013. In addition, a sign was posted on the property and courtesy notices were mailed s required by statute.

**FINANCIAL IMPACT:** None at this time.

Respectfully submitted for Council consideration.

Prepared by: Mark Huber, Director - PACE

Reviewed by: Barbara J. Adkins, Deputy City Manager

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Motion by Alderman Fruin, seconded by Alderman Lower that the item be remanded to the Planning Commission's July 24, 2013 meeting.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Rescind Bid Award for White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material to Sherwin Williams and Award the Bid Diamond Vogel, Lowest Responsible Bidder

**RECOMMENDATION/MOTION:** That the bid award for White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material to Sherwin Williams, Bloomington, IL, be rescinded and the bid be awarded to Diamond Vogel, Bloomington, IL, for the remainder of FY 2014, in an amount not to exceed $62,705.50, and the Purchasing Agent be authorized to issue a Purchase Order.

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

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

**BACKGROUND:** At the March 26, 2012 Council Meeting, Public Works Department's Streets and Sewers Division received permission to purchase a new self-propelled traffic line painting machine from E-Z Liner Industries. This machine requires the pavement marking beads to be loaded mechanically and the traffic line paint to be drawn from fifty-five (55) gallon drums. A

bid specification was created which allows for the purchase of traffic line paint to be used not only with the new machine but also with the existing walk behind traffic line painting machines.

*Bids received for FY 2013 (last year) – information given for reference only*

On July 10, 2012 at 11:00 a.m. bids were opened and read. A total of five (5) bids were received. The five (5) bids are as follows:

| **Vendor** | **Traffic Line Paint and Beads** |
|---|---|
| AllStates Coatings Company | $42, 794.90 |
| Ennis Paint | $61, 644.185 |
| Diamond Vogel Paints** | $78,398.25 |
| Sherwin Williams | $89, 177.35 |
| Don Smith | No Bid |

**Recommended – awarded last year

*Bids received for FY 2014*

On April 23, 2013 at 3:00 p.m. bids were opened and read. A total of three (3) bids were received. The three (3) bids are as follows:

| **Vendor** | **Traffic Line Paint and Beads** |
|---|---|
| Diamond Vogel ** | $62,705.50 |
| Ennis Paint | $57,800.50 |
| Sherwin Williams | $51,555.00 |

**Diamond Vogel met all of the bid specifications and delivery needs of the City. Diamond Vogel stores the paint for the City and only requires a twenty-four (24) hour notice for delivery.

Ennis Paint could only delivery in pallets from out of state. Due to the City's limited storage area, this company was unable to meet our needs.

Sherwin Williams did not indicate in their bid that they also delivered in pallets from out of state and needed a thirty (30) day lead time on delivery. Due to the limited City's storage facility, the City cannot accept pallets of paint. This bid was originally awarded to Sherwin Williams at the Council's June 10, 2013 meeting.

The white and yellow high durability traffic line paint and glass beads for pavement marking provided by Diamond Vogel Paints, Bloomington, IL is recommended for the following reasons:

1. The paint specification provided by this vendor meets and/or exceeds the bid specification submitted by staff.
2. This bead specification provided by this vendor meets and/or exceeds the bid specification submitted by staff.

3. This is the lowest price while meeting all of the bid specifications, without exception. The other vendors failed to include the addendum to the bid specification with their bid packet.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice of the bid was published in the Pantagraph on April 5, 2013. Three (3) bid packages were provided. A total of three (3) bids were received.

**FINANCIAL IMPACT:** The FY 2014 Budget appropriated $77,175 for purchase of traffic paint in line item 10016120-71096. The total cost to purchase the paint requested for traffic line paint is $62,705.50. There are sufficient budgeted funds on hand to pay for the traffic line paint. Stakeholders may locate this purchase in the FY 2014 General Fund Budget document on page #331.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, P.E., Director of Public Works

Reviewed by: Cathy Link, Interim Purchasing Agent.

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy L. Ervin, CPFO, MS, Budget Officer

Recommended by:

David A. Hales
City Manager

**Alderman Stearns acknowledged the paint storage issue. She added her concern regarding the process. She noted that the request was to rescind a bid that had already been awarded. She questioned if the bid specifications included language addressing the storage requirement.**

**David Hales, City Manager, addressed the Council. He stated that the Council must take action to rescind its previous action to award the bid prior to City staff contacting the vendor.**

**Alderman Stearns questioned if the vendor understood the bid specifications. Mr. Hales noted that the storage requirement was specified.**

**Jim Karch, Director – Public Works, addressed the Council. He acknowledged the confusion. City staff believed that the City was working with the local Sherman Willams' store. Staff has learned that for commercial accounts/bids, a local Sherman Williams'**

**franchised store is not allowed to bid. Sherman Willams' bid does not meet the specification because it cannot meet the City's storage needs.**

**Alderman Stearns added that all four (4) bidders were local businesses. She added that the storage was a City requirement.**

**Mr. Karch closed his comments by informing the Council that the City had worked with Diamond Vogel in the past.**

**Motion by Alderman Fruin, seconded by Alderman Schmidt that the bid award for White and Yellow High Durability Latex Traffic Line Paint and Glass Beads for Pavement Marking Material to Sherwin Williams, Bloomington, IL, be rescinded and the bid be awarded to Diamond Vogel, Bloomington, IL, for the remainder of FY 2014, in an amount not to exceed $62,705.50, and the Purchasing Agent be authorized to issue a Purchase Order.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Analysis of the Bids for Repair Market St. Parking Garage

**RECOMMENDATION:** Recommend that the bid for Market St. Parking Garage Repair be awarded to J. Gill and Co., in the amount of $414,393, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** In 2011, staff had a condition report of the Market St. Parking Garage completed by Walker Restoration Consultants, engineering firm. Phase Two of the project was originally bid in 2012. The bids came back too high and were rejected by Council. Phases Two and Three were combined for bid in 2014. Based on the estimate of $504,000, from the consultant, staff budgeted $550,000 this year for the recommended repairs. The original estimate from Walker included a new roof for the Post Office housed in the garage. The Post Office roof replacement was removed by staff from this bid and will bid separately in July 2013.

The repair will consist of:

Concrete Floor RepairPrecast Tee Repair
Stair Nosing Repair Concrete Ceiling Repair
Concrete Beam Repair Concrete Column Repair
Concrete Wall RepairExpansion Joint Repair and Replacement
Cracks and Joint RepairMechanical – Drainage
Protective SealerBrick/Masonry Repairs
Traffic ToppingPaint Traffic Markings.

The base bid required a one (1) year warranty for labor and material. An alternate for four (4) additional years warranty was also included in the bid. The warranty will cover all material and labor for call back repairs for work completed under the bidding documents.

This work is expected to provide twelve to fifteen, (12 – 15) years of normal parking garage usage before major repairs are needed as long as the maintenance is kept up. A major expense would be $50,000. or more.

On June 13, 2013, bids were opened and publicly read at City Hall. The bid consists of a base bid for repairing selected areas on all levels of the garage and one (1) alternate. Alternate 1 was for the cost of four (4) additional years of warranty.
Analysis of the Bids is:

| **Company** | **Location** | **Base Bid** | **Alt. 1** | **Total Bid** |
|---|---|---|---|---|
| J. Gill and Co.** | South Holland, IL | $389,993.00 | $24,400 | $414,393.00 |
| Western Waterproofing Co. | Springfield, IL | $429,850.00 | $1,430 | $431,280.00 |
| Truesdale Corp. | Tempe, AZ | $448,488.00 | $80,080 | $528,528.00 |
| E & H Restoration | Davenport, IA | $575,072.44 | $10,395 | $585,467.44 |
| Takao Nagai Concrete Restoration | | $669,397.50 | $10,000 | $679,397.00 |
| Structural Preservation Systems, LLC | Elgin, IL | $681,555.00 | $73,000 | $754,555.00 |

** Low and recommended bidder

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public bid notice was published in the local newspaper on May 23, 2013.

**FINANCIAL IMPACT:** The references of J. Gill and Co. were checked and found to be in order. Staff recommends the contract be awarded to J. Gill and Co. in the account of $414,393. Walker Restoration Consultants 2013 estimated cost without roof replacement: $450,000. A

total of $550,000 is budgeted for this project of which $50,000.00 is being held in reserve for the replacement roof.

The FY 2014 Capital Improvement Fund Budget appropriated $550,000 for repairs at the Market St. Parking Deck in line item 40100100-72520. The total cost for the repairs is $414,393. This does not include roof repairs for the portion over the post office. Stakeholders may locate this purchase in the FY 2014 Other Funds and Capital Improvement Program Budget document on page #106.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Jerry Walker, Facilities Supervisor |
| Reviewed by: | Mark R. Huber, Director – PACE |
| Reviewed by: | Cathy Link, Purchasing Agent |
| Reviewed by: | Barbara J. Adkins, Deputy City Manager |
| Financial & budgetary review: | Timothy Ervin, Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

## AGREEMENT

THIS AGREEMENT, Made and entered into on *July, 8 2013*, by and between *J. Gill And Company* first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington did on *May, 23 2013,* by advertisement, call for bids for furnishing all labor and material for the repair of the *Market Street Parking Garage Structural Repairs, Bloomington, IL*, project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on *June, 13 2013,* submit this bid to said City of Bloomington for furnishing all of the labor and materials for the repair of said *Market Street Parking Garage Structural Repairs, Bloomington, IL,* project for said City on file in the office of the City Clerk of said City. A copy of which specifications,

plans and profiles of said improvement on file in the City Clerk's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the demolition of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of *$389,993.00, Three Hundred Eighty Nine Thousand Nine Hundred ninety Three Dollars and No Cents,* executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be made, brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said work will be completed *as outlined in the bid specs for the Market street Parking Garage Structural Repairs project, Bloomington IL.*

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed. Or if the time for completion of the work under this contract is extended at the request of said Contractor, then he shall pay the expense of the Inspector during such extended time until completion, and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent

relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Facilities Manager or the Inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Facilities Manager or said Inspector shall at once be removed from the work by the Contractor when so required by said Facilities Manager or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

THE TOTAL CONTRACT AMOUNT will include:

| | |
|---|---|
| Base Bid - | $389,993.00 |
| Alternate 1 - | $ 24,400.00 Extended five year warrantee. |
| | |
| Total Contract Amount | $414,393.00 |

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal

to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

ATTEST:

Tracey Covert, City Clerk

CITY OF BLOOMINGTON

By: Tari Renner, Mayor

WITNESS:

CONTRACTOR

J. Gill And Company

By: _____
Agent for J. Gill And Company.

**Mayor Renner introduced this item.**

**Motion by Alderman Fruin, seconded by Alderman Lower that the bid for Market St. Parking Garage be awarded to J. Gill and Co., in the amount of $414,393, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Acceptance of the Harwood Pl. Street Lighting Study and Recommendation to Replace Existing Street Lights with New Decorative Lights, Budget Approval and Budget Amendment

**RECOMMENDATION/MOTION:** Recommend that the Harwood Pl. Street Lighting Study and its recommendation be accepted, new black light poles and fixtures be purchased, in the

amount of $29,962.10, the Purchasing Agent be authorized to issue a Purchase Order, and the Budget Amendment Ordinance passed.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2.d. By replacing the existing street lights which no longer work, it allows the neighborhood to retain a similar decorative style of lighting while becoming more energy efficient and improving safety both from an electrical hazard and a falling hazard.

**BACKGROUND:** The twelve (12) existing decorative street lights on Harwood Pl. are no longer operational as of March 18, 2013 when a pole was knocked over and broken. This resulted in failure of the electrical system including a special control transformer. Prior to that event several bulbs had burned out for which replacement bulbs were no longer available. This had prompted a study to assist in deciding the best course of action to deal with an obsolete electrical system along with light poles and concrete bases that have significant deterioration.

The 1923 decorative street lighting system on Harwood Pl. is the same type of street lighting system that was replaced in 2012 on Country Club Pl. as part of the Locust Colton CSO Elimination Phase 1 Construction Project. These old street light systems are wired in series with a type of coaxial wiring that has no ground. They required special 22.8 volt, 6.6 amp incandescent bulbs that are no longer available. In addition, a special button was required to be replaced in the lamp socket each time the bulb burned out. This special single use button allowed the rest of the street lights to stay on after a bulb failed. These buttons are also no longer available.

To help determine what options are available and their approximate costs including a life cycle cost analysis, the Farnsworth Group was retained on January 14, 2013 to study the Harwood Pl. Street Lights. Two (2) public meeting were held at City Hall to obtain residents input regarding the study and possible options. The final report has been provided to the Council. The recommended option is B1 – 10’ which is a decorative pole made by Sternberg Lighting, Roselle, IL. This pole is similar to the City standard light pole used on Country Club Pl., in the Downtown, and on Tanner St. The pole is three feet (3’) shorter than City standard as recommended by the study. The existing Harwood poles are about ten feet (10’) tall. The recommended globe is an acorn style used on Country Club Pl. which is similar to the existing globes on Harwood. The estimated cost for this option is $94,500 installed.

In an order to restore the street lighting as quickly as possible to this neighborhood, staff recommends that the poles and fixtures be ordered immediately. Lead time for delivery on poles like these can be anywhere from three to four (3 – 4) months. The poles are built to order and the number ordered affects the price per pole. Staff recommends purchasing fourteen (14) poles and globes in order to have replacements on hand. A quote of $29,962.10 was obtained for fourteen (14) poles and head assemblies. Staff recommends utilizing the 2013 Traffic Signal Maintenance Contract to have the old system removed, new foundations, underground conduit, junction boxes, and wiring installed. Once the new poles arrive, City Electricians can wire the poles and install them on the new concrete bases.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Two (2) public meetings were held at City Hall regarding the Harwood Pl. Street Lights. The first meeting was held on February 5, 2013 to present on overview of the issues and gather resident input. The second meeting was held on June 18, 2013 to present the report prepared by the Farnsworth Group and obtain feedback on the recommendations presented in the report. A letter providing notice of each meeting was mailed to each property along Harwood Pl. and posted on the City's web site.

**FINANCIAL IMPACT:** The FY 2014 Budget did not appropriate funds for this project. As mentioned in the background section, staff recommends this issuance of a $29,962.10 budget amendment in the Engineering Department line item 10016210-71190 (Other Supplies). As a result of the City's bolstered financial position, staff expects the $29,962.10 will be offset by savings in other line items within the Engineering Department in FY 2014 or the City's fund balance could be used to offset this expenditure. Stakeholders may locate the Engineering Department Budget within the FY 2013 General Fund Budget document on pages #347 and #348.

Prepared by: Jim Karch, P.E., Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy Ervin, Budget Officer

Recommended by:

David A. Hales
City Manager

**ORDINANCE NO. 2013 - 45**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

WHEREAS, on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014, which Ordinance was approved by Mayor Stephen F. Stockton on April 9, 2013; and

WHEREAS, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 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 2013 - 18.

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

PASSED the 8th day of July, 2013.

APPROVED the 9th day of July, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

(EXHIBIT #1 ON FILE IN CLERK'S OFFICE)

**Mayor Renner introduced this item.**

**Alderman Fazzini questioned the cost for a standard street light. He also questioned why the residents of Harwood Pl. were not being asked to absorb this cost.**

**David Hales, City Manager, addressed the Council. He cited precedent, (i.e. Country Club Pl.). These street lights were replaced as part of the Locust/Colton CSO (Combined Sewer Overflow) elimination and water main replacement, phase 1. There were a few locations in the City with decorative street light poles. He added that some cities establish special street lighting districts to address same. Harwood Pl. street lights had been labeled as a replacement project.**

**Alderman Fazzini questioned the cost differential.**

**Jim Karch, Director – Public Works, directed the Council the Harwood Place Street Lighting Study, Summary of Costs which was located on page 11. The new decorative poles were labeled with the letter B. Standard utility poles were labeled with the letter C. The cost for each option was highlighted in the report. He stressed that the City had to replace the infrastructure which supports the poles. There was a cost difference between a new pole versus a decorative pole, up front and ongoing costs**

**Alderman Fazzini questioned if citizens requested decorative street light poles would they be responsible to cover the cost for same. Mr. Hales noted that the City would have the option of establishing a special service/assessment area to cover the cost differential.**

**Mr. Karch directed the Council to page 17 of Study. He cited the 100 Year Plan Summary. City had recommended Plan 2. The cost above standard utility street lighting was $56,292.**

**Alderman Stearns thanked City staff for their efforts on this item. Harwood Pl. was located in the Founder's Grove Neighborhood. The existing street lighting was unique and special. The City would be replacing historic street lighting. The neighborhood would benefit from this project. She believed that the old street lighting could have been restored.**

**Motion by Alderman Stearns, seconded by Alderman Fruin that the Harwood Pl. Street Lighting Study and its recommendation be accepted, new light poles and fixtures be purchased, in the amount of $29,962.10, the Purchasing Agent be authorized to issue a Purchase Order, and the Budget Amendment Ordinance passed.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Customer Service Agreement with Central Illinois Regional Broadband Network, LLC (CIRBN)

**RECOMMENDATION/MOTION:** That the Customer Service Agreement with CIRBN be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The State of Illinois Department of Central Management Services (CMS) was awarded a federal grant on August 1, 2010 in the amount of $17.6 million for the planning, design, and construction of a fiber optic network. Illinois State University (ISU) is a sub-recipient of the CMS grant. CIRBN is the fiber optic network which has been constructed by ISU with grant funds. The network is high-speed, (40 billion bits per second). Pursuant to the terms of the grant, only governmental, educational, and non-profit entities may be served by CIRBN. It may be possible for CIRBN to lease excess bandwidth to private Internet providers.

The grant requires all construction to be completed by July 31, 2013, at which time CIRBN, will be responsible for all future administration of the network. CIRBN is already a legal entity. CIRBN has prepared a Customer Service Agreement for those entities who desire to obtain broadband services from it.

**Discussion/Analysis**

Staff has reviewed the Customer Service Agreement and recommends approval. The agreement will give the City access to the high speed fiber optic system for a monthly charge of $2,564.35, ($30,772.26 annually). The City will be able to use a total of 1,168 Mb/sec. It will have fiber optic network access for nine (9) sites at 1 GB/sec per site. The City currently pays $2,850 per month for considerably slower access. The monthly payment for the CIRBN service is approximately $286 less than the current high speed service, therefore the City will experience a slight financial savings.

The Town of Normal has entered into a Customer Service Agreement with CIRBN.

The service agreement is for a one (1) year term during which rates may not be increased.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** CIRBN, and Town of Normal.

**FINANCIAL IMPACT:** The FY 2014 General Fund Budget appropriated $34,519 for the monthly fees for the purchase of high speed internet in line item 10011610-71340. The annual

fee for this agreement with CIRBN to provide high speed internet access is estimated at $30,772.20 ($2,564.35 * 12 months). Stakeholders may locate this purchase in the FY 2014 General Fund Budget document on page #186.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Director – Information Services

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & budgetary review by: Timothy Ervin, Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Mayor Renner introduced this item.**

**Alderman Stearns questioned system backups and redundancy.**

**Scott Sprouls, Director – Information Services, addressed the Council. CIRBN was a ringed network. He informed the Council that representatives of CIRBN were present at the meeting.**

**Motion by Alderman Fruin, seconded by Alderman Lower that the Customer Service Agreement with CIRBN be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Central Illinois Regional Broadband Network, LLC (CIRBN) Membership

**RECOMMENDATION/MOTION:** That CIRBN membership be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** The State of Illinois Department of Central Management Services (CMS) was awarded a federal grant on August 1, 2010 in the amount of $17.6 million for the planning, design, and construction of a fiber optic network. Illinois State University (ISU) is a sub-recipient of the CMS grant. CIRBN is the fiber optic network which has been constructed by ISU with grant funds. The network is high-speed, (40 billion bits per second). Pursuant to the terms of the grant, only governmental, educational, and non-profit entities may be served by CIRBN. It may be possible for CIRBN to lease excess bandwidth to private Internet providers.

The grant requires all construction to be completed by July 31, 2013, at which time CIRBN will be responsible for all future administration of the network. CIRBN is already a legal entity.

On August 22, 2012, Articles of Incorporation were filed with the Illinois Secretary of State for CIRBN.

As you know, an LLC is a limited liability company, a legal entity which has many of the same attributes as corporations. Members of the LLC are not liable for acts of the LLC itself. In the event of insolvency, civil judgments, etc., a creditor cannot force the individual members of the LLC to satisfy a debt or judgment out of the assets of the individual member.

"Members" of LLCs are much the same as "directors" of a corporation. Members of CIRBN must be a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, a governmental unit, or a wholly owned subsidiary of a state or political subdivision. This is consistent with the purposes for which the broadband network was built, (to provide broadband network services to not-for-profit organizations and educational and governmental units).

Currently, CIRBN members are ISU and the Town of Normal. Heartland Community College is also considering joining. It is anticipated that in the future other non-profit organizations will be requested to join as members.

There are pros and cons to joining as a member.

Reasons in favor of joining:

- It gives the City a greater voice in guiding the future mission of CIRBN; e.g., whether CIRBN will hire any full-time employees, the extent to which much or all of the day-to-day activities of CIRBN will be conducted through contracts with third-party service providers, whether CIRBN will have a physical business office, etc. These decisions

will, of necessity, be made in the very near future. If the City declines to join, it will, of course, not have a voice in these decisions.

- As a major customer of CIRBN, the City has an interest in the administration of the network, which it can protect by being a member of CIRBN.

- The City would be a sharing the burden of administering CIRBN with the other governmental, educational, and non-profit entities who are running this organization for the greater good.

Reasons against joining as a member:

- The City is not required join in order to have the benefits of CIRBN as a customer. Declining to join CIRBN avoids diluting the City mission and distracting officials and employees.

- If there are too many governmental members of CIRBN, it raises the possibility of litigation over the applicability of the Open Meetings Act and the Freedom of Information Act, (as pointed out above, it is anticipated that CIRBN will increase the number of private non-profit members in the near future).

- The possibility that CIRBN's business plan is too optimistic, and even though legally the City is not liable for CIRBN expenses if operating costs exceed revenues, there may be political pressure for the City to subsidize CIRBN in order to keep it a going concern.

- Fear of the unknown.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** CIRBN and Town of Normal.

**FINANCIAL IMPACT:** The background section of the Council memorandum does not indicate any initial membership fees to join CIRBN. Over the past few months, staff has been involved with the coordination and development of plans to use City facilities to support the infrastructure of this venture. In regards to the pros and cons, please refer to the background section. At this time, it is unknown whether there will be a future financial commitment on part of the City.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Scott Sprouls, Director – Information Services |
| Reviewed by: | Barbara J. Adkins, Deputy City Manager |
| Financial & budgetary review by: | Timothy Ervin, Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**Mayor Renner introduced this item.**

**Alderman Lower questioned projected cost over revenue: annually, at five (5) years, and at ten (10) years.**

**David Hales, City Manager, addressed the Council. He believed that there would be costs as a member and/or as a nonmember. Cost would be addressed in the Customer Service Agreement. The City would have the ability to impact CIRBN's policies/business practices by becoming a member.**

**Andrea Ballinger, Illinois State University's (ISU) Associate Vice President – Administrative Technology, Lisa Huson, ISU's General Counsel, Scott Jenung, ISU's Director of CIRBN and Fred Friedrich, CIRBN consultant, were in attendance at the meeting.**

**Andrea Ballinger, ISU's Associate Vice President – Administrative Technology, addressed the Council. As a member, the City would be involved in CIRBN's management, i.e. the Board would set fees. CIRBN was receiving requests to become a customer. She did not have an answer to Alderman Lower's question at this time.**

**Alderman Fazzini informed the Council that this item had appeared before the Administration and Finance Committee. This Committee had forwarded this item on to the Council for action. CIRBN would substantially increase the City's capacity. The City should become involved in the leadership of CIRBN and become a part thereof.**

**Ms. Ballinger informed the Council that CIRBN had a web site. She also addressed bandwidth. The change was described as going from a push pin to large sewage pipe.**

**Alderman Fruin questioned when CIRBN was established. Ms. Ballinger noted 2009. Alderman Fruin believed that CIRBN would be a huge improvement for the community.**

**Alderman Sage added that it was nice to see this project come to fruition.**

**Mr. Hales echoed Alderman Fruin's comments. The City needed to recognize ISU's efforts on this project. The City was in debt to ISU as CIRBN would not have happened without their leadership. He offered his compliments to ISU's staff.**

**Motion by Alderman Fruin, seconded by Alderman Black that CIRBN membership be approved and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Lower, Fazzini, Sage, Fruin and Black.**

**Nays: None.**

**Motion carried.**

**CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. He thanked the City staff who were involved in the City's 4th of July celebration. Key departments involved were Parks, Recreation & Cultural Arts, Police and Public Works. The community seemed to enjoy the activities. He noted the work involved.**

**Mr. Hales invited the Council to attend the Infrastructure Committee's July 15, 2013 meeting at 5:00 p.m. There would a presentation regarding the City's Master Plan for Storm Water and Sanitary Sewers.**

**MAYOR'S DISCUSSION: Mayor Renner echoed Mr. Hales' comments. He added that compliments had been received regarding the 4th of July activities.**

**Mayor Renner thanked Mr. Hales and Barb Adkins, Deputy City Manager, for attending the June 7, 2013 Mayoral Open House. The meetings had been held consistently. The discussions had been interesting. He noted that individuals had been treated with respect even though all were not in agreement with each other.**

**Mayor Renner encouraged the Council to tour the City's Fire Stations.**

**ALDERMEN'S DISCUSSION: Alderman Fazzini informed the Council that he had toured the Fire Stations.**

**Alderman Stearns noted that Miller Park looked great on the 4th of July. She recognized the efforts of the City's Parks, Recreation & Cultural Arts and Police Department's staffs.**

**She questioned the restoration work on the Korean/Vietnam memorial at Miller Park. She had heard that the bid had been received and the cost was lower than anticipated.**

**David Hales, City Manager, addressed the Council. The City planned to move forward with this work.**

**John Kennedy, Director – Parks, Recreation & Cultural Arts, addressed the Council. There were two (2) areas of work regarding this project. The names would be painted. This work would be completed in four to six (4 – 6) weeks.**

**Alderman Stearns questioned if the local veterans groups had been contacted.**

**Mr. Kennedy presented the Council with a DVD recording of the 4th of July fireworks.**

**Alderman Lower echoed Mayor Renner and Alderman Stearns' comments regarding the 4th of July celebration. He complimented the South Hill Neighborhood which annually hosts the City's 4th of July celebration.**

**Alderman McDade informed the Council that she would not be in attendance at the Council's July 22, 2013 meeting.**

**She added that she had participated in the 4th of July Park to Park Run as did Alderman Fruin.**

**Motion by Alderman Stearns, seconded by Alderman Sage, that the meeting be adjourned. Time: 7:52 p.m.**

**Motion carried.**

**Tracey Covert**
**City Clerk**

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FOR COUNCIL: July 22, 2013

**SUBJECT:** Bills and Payroll

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

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

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

**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on Wednesday, July 17, 2013 by posting via the City's web site.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

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

Recommended by:

David A. Hales
City Manager

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

FOR COUNCIL: July 22, 2013

**SUBJECT:** 2013 Edward Byrne Memorial Grant (JAG)

**RECOMMENDATION/MOTION:** That the 2013 Edward Byrne Memorial Justice Grant in the amount of $43,408 be accepted and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Grant money allows city services to be delivered in the most cost-effective, efficient manner without over spending from the budget.

**BACKGROUND:** Staff recommends acceptance of federal grant money from the 2013 Edward Byrne Memorial Justice Grant (JAG) in the amount of $43,408 to be shared with the Town of Normal. The Town of Normal will receive $10,183 and the City of Bloomington will receive $33,225. The monies for the City would be used for technology, training, and equipment.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** none

**FINANCIAL IMPACT:** The FY 2014 General Fund Budget conservatively anticipated and appropriated $15,000 for the receipt of the 2013 Edward Byrne Memorial Justice Grant in the revenue line item 10015110-53155. The corresponding $15,000 of expenditures are incorporated into multiple expenditure line items within the budget. The $33,225 of actual grant funds which the City will receive is seen as a positive and will allow the purchase of additional equipment which can be utilized by the police department. Stakeholders may locate this revenue line item in the FY 2014 General Fund Budget Document on Page #254.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Lieutenant Gregory Scott |
| Reviewed by: | R.T. Finney, Chief of Police |
| Financial & Budgetary review by: | Timothy L. Ervin, CPFO, M.S., Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Ordinance
Attachment 2. Exhibit #1 – Budget
Attachment 3. Agreement
Attachment 4. Grant Description

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

**ORDINANCE NO. 2013 - __**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

Whereas on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2013, which Ordinance was approved by Mayor Stephen F. Stockton on April 09, 2013; and

Whereas a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 shall remain in full force and effect in addition to previous amendments, 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 2013 - 18.

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

PASSED the 22th day of July 2013.

APPROVED the 23th day of July 2013.

APPROVED:

_____
TARI RENNER
MAYOR

ATTEST:

_____
TRACEY COVERT
CITY CLERK

## Exhibit #1

| Account Code | Fund | Account Name | Revised Budget | Description |
|---|---|---|---|---|
| 10015110-53155 | General Fund | Police JAG Grant | $15,000.00 | FY 2014 Grant appropriation |
| 10015110-53155 | General Fund | Police JAG Grant | $18,255.00 | Adjust $15,000 budget to the actual amount of the grant which is $33,255 |
| 10015110-79134 | General Fund | Police JAG Grant | ($33,255.00) | JAG Grant Expenditures |
| | | **Overall Impact on City Budget:** | **$0.00** | |

**GMS APPLICATION NUMBER**

**CONTRACT NO. _____**

**THE STATE OF Illinois**

**KNOW ALL BY THESE PRESENT**

**COUNTY OF McLean**

**INTERLOCAL AGREEMENT**
**BETWEEN THE CITY OF BLOOMINGTON, IL; THE TOWN OF NORMAL**
**AND COUNTY OF MCLEAN, IL**

**2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 8th day of July, 2013, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board, hereinafter referred to as COUNTY; the TOWN of Normal, acting by and through its governing body, the Town Council, hereinafter referred to as TOWN; and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, all of McLean County, State of Illinois, witnesseth:

**WHEREAS**, this Agreement is made under the authority of the County, Town, and City Government codes: and,

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the City agrees to provide the County $0 from the JAG award.

**WHEREAS,** the City agrees to provide the TOWN $10,183.00 from the JAG Award.

**WHEREAS**, the CITY, TOWN, and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

**NOW THEREFORE, the COUNTY, TOWN, and CITY agree as follows:**

**Section 1.**

CITY agrees to pay County a total of $0 of JAG funds.

**Section 2.**

CITY agrees to pay TOWN a total of $10,183.00 of JAG funds.

**Section 3.**

CITY agrees to use $33,225.00 for technology, training, and equipment.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the _____Tort Claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**CITY OF Bloomington, IL**

_____
Tari Renner
Mayor, City of Bloomington

ATTEST: APPROVED AS TO FORM:

_____
Tracey Covert
City Clerk for City of Bloomington

_____
Todd Greenburg
City Attorney

**COUNTY OF McLean, IL.**

_____
Matt Sorensen
McLean County Board Chairman

_____
Mike Emery
McLean County Sheriff

_____
Kathy Michael
McLean County Clerk

_____
Hannah Eisner
Assistant Civil State Attorney

**GMS APPLICATION NUMBER**

**TOWN of Normal, IL**

_____
Christopher Koos
Mayor, Town of Normal

ATTEST: APPROVED AS TO FORM:

_____
Wendellyn Briggs
City Clerk for Town of Normal

_____
Steven Mahrt
Corporate Counsel

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

2013 Justice Assistance Grant

**Program Narrative for the Bloomington Police Department**

The Bloomington Police Department provides public safety services to the citizens of Bloomington and closely cooperates with various other local jurisdictions.

Funding provided by the Edward Byrne Memorial Justice Assistance Grant will provide for the purchase of the latest version of "Penlink" software and the associated training. The funds will also be used to update the digital cameras and equipment currently being used by Crime Scene Investigators. Grant funds will provide for a FLIR camera, binoculars and a Raven 2 and TX 505 surveillance equipment which will enhance the safety and evidence gathering of the combined Street Crimes and Vice units.

The City of Bloomington Police Department is committed to Problem Oriented Policing. In our efforts to continue improving in this discipline, grant funds will be used to send six (6) officers and employees to the 24th Annual Problem-Oriented Policing Conference in Dayton Ohio.

The City of Bloomington has been certified as a disparate jurisdiction. This application is being submitted as a joint application between the Town of Normal Police Department and the City of Bloomington Police Department. The McLean County Sheriff's department was not included in this grant funding opportunity. A MOU will be submitted following approval by the Town of Normal Council, the City of Bloomington Council and the McLean County board.

**Program Narrative for the Town of Normal**

The Town of Normal is a steadily growing community and is the home of Illinois State University. ISU is a residential university with more than 20,000 students. This

coupled with our geographic location and easy access to interstates, brings an untold number of transient guests to our town.

The requested equipment will replace an aging speed trailer which was purchased in 1998. The current speed trailer is used an average of nine (9) months of the year. The trailer is a vital component of the department's enforcement and education program. Grant funding will also provide for the purchase of EZ Stat Data Logger which is a companion software program for the Onsite 300 speed trailer. The software will allow for data tracking and presentation which will enhance the education aspect of the trailer and program.

Grant funds will be used to purchase a spotlight mounted infra-red camera. The NOPTIC thermal imaging camera will allow officers to detect subjects who are attempting to hide from the police using the cover of darkness. This piece of equipment will enhance the safety of officers as they have the ability to locate subjects at a greater distance.

City of Bloomington Budget and Budget Narrative

Equipment/Software/Training

CIAU

| | | |
|---|---|---|
| Penlink Software | $7,500.00 | |
| Training | $3,802.00 | |
| TOTAL | | $11,302.00 |

CID Crime Lab

| | | |
|---|---|---|
| 2 Nikon Cameras (1196.96/ea) | $2,393.92 | |
| 2 Sigma Lenses (399.00/ea) | $798.00 | |
| 2 Manfrotto Joystick head (92.95/ea) | $185.90 | |
| 2 Manfrotto tripod (119.95/ea) | $239.90 | |
| 2 Battery pack for Camera (219.00/ea) | $438.00 | |
| Pana 360 Device and Software | $1,280.00 | |
| Memory cards 9 (19.99/ea) | $179.91 | |
| 2 Albinar Copy Stand (124.95/e) | $249.90 | |
| 6 Nikon Rechargeable batteries (55.53/ea) | $333.18 | |
| TOTAL | | $6,098.71 |

Street Crimes Unit

| | | |
|---|---|---|
| 1 FLIR Camera | $1,999.00 | |
| TOTAL | | $1,999.00 |

Vice Unit

| | | |
|---|---|---|
| 4 Binoculars (266/ea) | $1,064.00 | |
| Raven 2 and TX-505 | $7,900.00 | |
| TOTAL | | $8,964.00 |

Problem Oriented Policing

| | | |
|---|---|---|
| Annual POP Conference | $4,878.00 | |
| TOTAL | | $4,878.00 |

TOTAL Project Cost $33,241.71

**Intelligence based policing software and training**

The City of Bloomington Police Department has embraced intelligence based policing. The Criminal Intelligence and Analysis Unit (CIAU) is a recognized leader and cooperative partner in gathering and disseminating intelligence. The CIAU currently

uses an outdated version of Penlink software. This software is used to assist with the analysis of large data sets from communication sources such as telephone and internet companies. Current investigations have nearly exhausted the capabilities of the existing version of the software. With the purchase of the updated version of the software analysts will need to travel to company headquarters to be trained on the new software.

The Bloomington Police Department has implemented and is experiencing success with the Problem-Oriented Policing model. To continue our success and improve, the department will send six (6) officers and employees to the 24th Annual Problem-Oriented Policing Conference in Dayton, Ohio. This conference will provide the department the opportunity to learn from the successes of other departments and to keep updated with current best practices and theories.

**Crime Scene Investigations Equipment**

Current digital cameras used by crime scene detectives have taken in excess of 70,000 images each. Due to image and equipment degradation these cameras will be replaced with up to date digital cameras and associated equipment.

The GigaPan EPIC pro will give crime scene detectives the ability to take detailed panoramic images of crime scene. The images will be zoomable and will provide for an invaluable investigative tool as well as a demonstrable exhibit in court.

**Street Crimes and Vice Units technology and equipment**

The Vice unit is tasked with conducting undercover and covert investigations of all types. The Raven2 and TX 505 will enhance the ability of cover officers to monitor and record undercover and covert investigations. Street Crimes and Vice often work together and provide security for each other during operations. The purchase of

binoculars will enhance the ability of officers to monitor operations from a sufficient distance to not interfere with the operation and provide security.

The FLIR Scout Thermal Imaging camera will provide the ability to monitor operations in low light or darkness. In addition, the camera will give the units the opportunity to locate subjects who are hiding from officers using the cover of darkness.

# Town of Normal Budget and Budget Narrative

| Description | | |
|---|---|---|
| OnSite 300 Speed Trailer | $4,995.00 | |
| EZ Stat Traffic Data Logger | $995.00 | |
| Freight/Delivery Charges | $580.00 | |
| Total | | $6,570.00 |

| | | |
|---|---|---|
| PSV 1000 NOPTIC Thermal Imager | $3,900.00 | |
| Shipping | $20.00 | |
| Total | | $3,920.00 |

| | |
|---|---|
| TOTAL Project Cost | $10,490.00 |

The requested equipment will replace an aging speed trailer. The speed trailer is utilized approximately 9 months out of the year and is an important part of our traffic enforcement/education program. The Onsite 300 is a small, lightweight speed radar display with an attached Speed Limit sign. It features a large LED display board that's visible from a thousand feet down the road.

The optional EZ Stat Data Logger will enable the department to export data to an Excel file where we can build easy-to-read, presentable charts on traffic patterns.

The vehicle mounted NOPTIC thermal imaging camera mounts to the spotlight of a squad car. The unit enables quick and easy night vision surveillance. In addition, the ability to pan and tilt the camera, with the spotlight off, allows for the timely and tactical use of the spotlight. The device will enable officers to search for suspects that are hiding in the cover of darkness by detecting their infra-red signature.

Review Narrative

The City of Bloomington, Town of Normal and McLean County have been aware of the 2013 JAG grant funding opportunity. The entities have agreed that the City of Bloomington will administer the grant. McLean County is aware there is no funding available to them and has agreed to sign a Memorandum of Understanding (MOU).

The MOU will be presented at the City of Bloomington's council meeting on July 22, 2013 and the public will have the opportunity to comment. Following the Councils approval the MOU will be presented to the Town of Normal Council and then the McLean County Board. Once the government bodies have approved the MOU, a signed copy will be forwarded to the State Policy Advisor.

The public will have the opportunity to comment on the MOU and grants at each of the government body meetings when it is presented.

FOR COUNCIL: July 22, 2013

**SUBJECT:** Proposed Change Order to Contract regarding the Clinton Landfill Permit Application to Accept Polychlorinated Biphenyls

**RECOMMENDATION/MOTION:** That the Amendment be approved.

**STRATEGIC PLAN LINK:** Goal 5 – Great Place to Live – Livable, Sustainable City

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

**SUMMARY:** On February 27, 2012, the City Council voted to Approve of an Intergovernmental Agreement joining a coalition in opposition to the permitting of Polychlorinated Biphenyls at the Clinton Landfill #3 site in DeWitt County. The landfill is located directly over top of the Mahomet Aquifer; which is one of the largest groundwater resources in the state underlining 15 counties and providing 100,000,000 gallons per day of groundwater for public water use, industrial use, and irrigation. The coalition currently has 9 members: City of Champaign (acting lead agency), Town of Normal, City of Urbana, Village of Savoy, Champaign County, Piatt County, Mahomet Valley Water Authority, City of Decatur, and City of Bloomington.

On June 26, 2013, it came to the attention of staff that the City of Champaign (as acting lead agency) had, to date, approved and processed payments to the two attorneys representing the local government Clinton Landfill litigation coalition in the amount of $36,840.58. This amount exceeds the "not-to-exceed" limit set forth in the current contract with the attorneys of $30,000 for a "Challenge to IEPA Approval." Champaign City officials brought this to the attention of the two attorneys, and they offered their apologies for not monitoring their billings more carefully with regards to the contract terms. While the City of Champaign's Legal Department has consistently found the billings from Mr. Wentworth and Mr. Ettinger to be very reasonable for the high level of work they have performed to date, the City of Champaign apologized on behalf of the litigation coalition for not monitoring the billings more closely.

**Summary of Contracts with David Wentworth and Albert Ettinger:** The City of Champaign, in its capacity as the designated lead agency in the Intergovernmental Agreement, has now entered into two contracts with David Wentworth's law firm and Albert Ettinger. The initial contract, executed on January 17, 2012, called for the attorneys to review the administrative records pertaining to any local and state approvals of the proposed chemical waste unit at the Clinton Landfill facility, identify any legal issues with regards to those approvals, and to review the administrative record of Clinton Landfill, Inc.'s pending application to the U.S. EPA seeking approval for the disposal of waste containing concentrations of Polychlorinated Biphenlys (PCBs) that are regulated by the Federal Toxic Substances Control Act (See Attachment 1). The contract committed both attorneys to an hourly rate of $175.00 to perform those services, with a not-to-exceed cap on those charges of $12,500.00.

That contract was superseded by a second contract, executed on September 12, 2012, which combined the scope of services from the first contract with work necessary to prosecute a legal challenge in court to any IEPA approval of the chemical waste for a revised not-to-exceed cap of

$30,000.00. In addition, new contract also provided a not-to-exceed cap for fees of an additional $10,000 for the prosecution of any appeal from any decision rendered by the trial court on the IEPA approval challenge, and provided a cumulative not-to-exceed cap for legal services of $75,000, to include all of the trial and appeals work associated with the IEPA approval challenge and all work to prosecute a challenge, at the trial level, to any U.S. EPA approval of the PCB waste disposal application, if such an approval occurs (See Attachment 2).

**Assessment of the Legal Work Performed to Date by Attorneys Wentworth and Ettinger:** The City of Champaign reports that they have been very satisfied with the services Mr. Wentworth and Mr. Ettinger have rendered to the coalition to date. The City finds the hourly billing rates of $175.00 per hour by Mr. Wentworth and Mr. Ettinger very reasonable given the experience of each of these attorneys. Champaign legal staff states that hourly rates between $300.00 and $500.00 are not at all unusual for the type of legal work being performed by the coalition's attorneys'. In addition, Champaign's legal staff states the itemized bills that have been approved to date have been very reasonable in the manner they have attributed amounts of time to the completion of various tasks the attorneys have performed.

**Complexity of the Case:** Champaign's legal staff state that it is their opinion that the cost overrun can be explained to a significant degree by the unanticipated complexity of developing the legal strategy the coalition's attorneys have arrived as the basis for the pending complaint before the Illinois Pollution Control Board. That complaint takes the form of a "Citizen's Complaint", filed pursuant to authority granted by Section 31, paragraph (d) of the Illinois Environmental Protect Act, (the "Act", 415 ILCS 5/31). It alleges that the chemical waste unit cannot be lawfully operated by Clinton Landfill, Inc. at their Clinton Landfill facility because a chemical waste unit, the landfill classification necessary under State law for acceptance of waste with high concentrations of Polychlorinated Biphenyls (PCBs), was not evaluated and approved by the DeWitt County Board at a local siting review hearing conducted in accordance with Section 39.2 of the Act (415 ILCS 5/39.2). This approach was recommended by the coalition's attorneys because of the difficulty, under current Illinois Law, of directly attacking decisions by the Illinois Environmental Protection Agency that approve proposed landfills.

**The IEPA's Unorthodox "Permit Modification" Approach to Proposed Chemical Waste Unit:** What significantly complicated matters for purposes of challenging the State and local approvals regarding the Clinton landfill site was the Illinois Environmental Protection Agency did in fact authorize the operation of the chemical waste unit by means of an approved "modification" of the previously granted permit for a conventional municipal solid waste landfill. This, in the view of the coalition's attorneys' was an impermissible use of the permit modification mechanism for what the coalition's complaint alleges was a "new pollution control facility," authorized under State law to accept substantially more hazardous materials than those that may be lawfully disposed of at a municipal solid waste landfill. The coalition's attorneys determined that the Citizen's Complaint approach, naming the Landfill company as the offending party, had the greatest likelihood of success because of the obstacles under current law to a direct challenge to the IEPA action in this case.

**Enlisting the Support of the Illinois Attorney General's Office:** In addition to formulating what the coalition considers a very creative strategy to contest the lawfulness of the chemical waste unit under State law, the coalition's attorneys effectively engaged the attorneys in the Environmental Division of the Illinois Attorney General's Office to enlist their support for the coalition's complaint. That office has now formally intervened in the case before the Illinois Pollution Control Board (IPCB) and filed a brief supporting the coalition's position. Securing the support of the Illinois Attorney General's office in favor of the coalition's view significantly

increases the chances that the IPCB will find the coalition's complaint meritorious and force Clinton Landfill, Inc. to submit its proposal to DeWitt County and satisfy the County that the criteria of Section 39.2 have been met, including a showing that the facility is "so designed, located and proposed to be operated that the public health, safety and welfare will be protected."

**The Newly Elected DeWitt County Board:** The current DeWitt County Board has some new members who campaigned against their incumbent opponents based on concerns about the previous Board's lax oversight of the Clinton Landfill facility, and more specifically its unwillingness to even evaluate the level of threat posed by the Chemical Waste Unit to the Mahomet Aquifer. Coalition members believe that current indications are that a majority of the current Board Members are prepared to conduct the thorough local siting review called for by Section 39.2 of the Act.

**Recommendation of Approval of Proposed Change Order:** The coalition's attorneys have indicated that, as a result of the extensive amount of work already performed in preparation for the filing of the Citizen's Complaint, they have performed the large majority of the work that will be necessary to prosecute the coalition's complaint to the point that the IPCB renders a "final" disposition of the complaint. For that reason, they are willing to be bound by a new not-to-exceed figure of $38,000 for that phase of their representation. For the reasons stated above, Champaign's legal staff believes this modification of the contract with Attorneys Wentworth and Ettinger is warranted and very reasonable and recommend its approval.

**Coalition Members Supporting the Change Order to Date:** The following coalition members have already approved the change order: Champaign, Normal, Urbana, Savoy, Champaign County, Piatt County, Mahomet Valley Water Authority, and Decatur. The City of Bloomington is the only coalition member that has yet to approve this change order.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Coalition members in opposition of a PCB permit for the Clinton Landfill site #3 in DeWitt County: Champaign, Normal, Urbana, Savoy, Champaign County, Piatt County, Mahomet Valley Water Authority, and Decatur.

**FINANCIAL IMPACT:** The proposed change order to the contract amends the "not-to-exceed" limit for legal services to challenge to any IEPA permit approval from $30,000 to $38,000. The City is currently in a percent share agreement with coalition members based on population. The City of Bloomington is responsible for 17.42% of the costs associated with the coalition's attorneys, plus a portion of a $3,800 administrative fee due to the City of Champaign. The proposed change order would increase the City's costs by approximately $2,000 and be deducted from 10010010-70690.

Respectfully submitted for Public Safety Committee consideration.

| | |
|---|---|
| Prepared by: | Alex McElroy, Assistant to the City Manager |
| Financial & Budgetary review by: | Timothy L. Ervin, CPFO, MS, Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. 1-17-2012 Contract
Attachment 2. 9-17-2012 Contract
Attachment 3. Clinton landfill Cost Share Agreement

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

# Consortium to Challenge Clinton Landfill PCB disposal permit Cost Share with addition of Decatur

| Municipality | Population | % of Total Population- Share of Outside Counsel Costs | Share of 10% Administrative Fee to Lead Agency | Current Contract Share of $30,000 | Proposed Change Order Share of $38,000 | Share of $3,800 Admin Fee to Champaign | Current Contract Share of $30,000 + $3,800 | Proposed Change Order Share of $38,000 + $3,800 | Share of $48,000 | Share of $4,800 Admin Fee to Champaign | Share of $48,000 + $4,800 | Share of $83,000 | Share of $8,300 Admin Fee to Champaign | Share of $83,000 + $8,300 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Lead Agency** | | | | | | | | | | | | | | |
| Champaign | 81,055 | 18.4384% | | $ 5,531.51 | $ 7,006.57 | $ - | | $ 7,006.57 | $ 8,850.41 | $ - | $ 8,850.41 | $ 15,303.83 | $ - | $ 15,303.83 |
| **Non-Lead Agencies** | | | | | | | | | | | | | | |
| Normal | 52,497 | 11.9420% | 14.6417% | $ 3,582.60 | $ 4,537.96 | $ 556.38 | $ 4,138.98 | $ 5,094.34 | $ 5,732.16 | $ 702.80 | $ 6,434.96 | $ 9,911.85 | $ 1,215.26 | $ 11,127.11 |
| Urbana | 41,250 | 9.3835% | 11.5048% | $ 2,815.06 | $ 3,565.74 | $ 437.18 | $ 3,252.24 | $ 4,002.93 | $ 4,504.09 | $ 552.23 | $ 5,056.33 | $ 7,788.33 | $ 954.90 | $ 8,743.23 |
| Savoy | 7,280 | 1.6561% | 2.0304% | $ 496.82 | $ 629.30 | $ 77.16 | $ 573.97 | $ 706.46 | $ 794.90 | $ 97.46 | $ 892.37 | $ 1,374.52 | $ 168.53 | $ 1,543.05 |
| Rest of Champaign County | 71,496 | 16.2639% | 19.9406% | $ 4,879.16 | $ 6,180.27 | $ 757.74 | $ 5,636.91 | $ 6,938.02 | $ 7,806.66 | $ 957.15 | $ 8,763.81 | $ 13,499.02 | $ 1,655.07 | $ 15,154.09 |
| Bloomington | 76,610 | 17.4272% | 21.3669% | $ 5,228.16 | $ 6,622.34 | $ 811.94 | $ 6,040.10 | $ 7,434.28 | $ 8,365.06 | $ 1,025.61 | $ 9,390.67 | $ 14,464.58 | $ 1,773.45 | $ 16,238.04 |
| Piatt County @ | 8,364.5 | 1.9028% | 2.3329% | $ 570.83 | $ 723.05 | $ 88.65 | $ 659.48 | $ 811.70 | $ 913.32 | $ 111.98 | $ 1,025.30 | $ 1,579.28 | $ 193.63 | $ 1,772.92 |
| Mahomet Valley Water Authority # | 24,925.5 | 5.6700% | 6.9518% | $ 1,701.01 | $ 2,154.62 | $ 264.17 | $ 1,965.18 | $ 2,418.79 | $ 2,721.62 | $ 333.69 | $ 3,055.31 | $ 4,706.13 | $ 577.00 | $ 5,283.14 |
| Decatur | 76,122 | 17.3162% | 21.2308% | $ 5,194.86 | $ 6,580.15 | $ 806.77 | $ 6,001.63 | $ 7,386.93 | $ 8,311.77 | $ 1,019.08 | $ 9,330.85 | $ 14,372.44 | $ 1,762.16 | $ 16,134.60 |
| Total Non-Lead Agencies' Population | 358,545 | | | | | | | | | | | | | |
| **GRAND TOTALS*** | **439,600** | **100%** | **100%** | **$ 30,000.00** | **$ 38,000.00** | **$ 3,800.00** | | **$ 41,800.00** | **$ 48,000.00** | **$ 4,800.00** | **$ 52,800.00** | **$ 83,000.00** | **$ 8,300.00** | **$ 91,300.00** |

*Lead & Non-Lead

@ Piatt County population = 16,729. Half of Piatt County population = 8364.5

# Mahomet Valley Water Authority: 1/2 of Piatt County population (8364.5) + DeWitt County population (16,561) = 24,925.5

# AGREEMENT FOR LEGAL SERVICES

## PREAMBLE

### Parties to the Agreement

THIS AGREEMENT (hereafter "Agreement), is entered into on the date last executed by the parties hereto. The parties to this Agreement are the City of Champaign, Illinois, a municipal corporation (hereafter "City"), and attorneys Albert Ettinger and Hasselberg, Williams, Grebe, Snodgrass & Birdsall, by David L. Wentworth II (hereafter "Service Providers"). Albert Ettinger is a sole practitioner whose office is located in Chicago, Illinois. David L. Wentworth II is a partner with the law firm of Hasselberg, Williams, Grebe, Snodgrass & Birdsall, located in Peoria, Illinois.

### Subject Matter of Legal Services to be Provided

This Agreement concerns the scope of legal service that the Service Providers will provide to the City to investigate and provide legal opinions regarding the following:

1. The legal merits of a pending application (hereafter "pending application"), submitted by Clinton Landfill, Incorporated, an Illinois corporation, (hereafter "Clinton Landfill, Inc.") to the United States Environmental Protection Agency, (hereafter "U.S. EPA"), for approval of a chemical waste landfill (hereafter "proposed chemical waste landfill") for the disposal of polychlorinated biphenyls, (hereafter "PCBs"), issued pursuant to 40 CFR 761.75, to be located on the property that is the site of Clinton Landfill Incorporated's current municipal waste landfill (hereafter "current landfill") in De Witt County, Illinois;
2. The legal merits or validity of permission or approval previously granted by the Illinois Environmental Protection Agency (hereafter IEPA) of the proposed chemical waste landfill.
3. The extent to which any disposal of substances containing benzene or other aromatic compounds, or other hazardous or otherwise toxic wastes generated by industrial uses or environmental remediation efforts at other locations, are currently authorized by any

IEPA or other State agency approvals, and if so authorized, the legal validity of such authorizations.

**City Acting in Capacity as Lead Agency for Other Municipalities**

The parties agree and understand that the City, in taking on its responsibilities and obligations in this Agreement, is acting as lead agency on behalf of itself and additional municipalities who are similarly concerned about the disposal of PCBs and other hazardous materials at the Clinton Landfill site, including the City of Urbana, Illinois and the Village of Normal, Illinois (hereafter collectively referred to as "other concerned municipalities").

**AGREEMENT**

In consideration of the mutual benefits accruing to the parties to this Agreement, the City and Service Provider agree as follows:

Section 1. Preamble incorporated by reference herein. All substantive matters described in the preamble above are hereby incorporated by reference herein.

Section 2. Scope of Services. The Service Providers shall perform the work described in Exhibit "A", attached hereto and incorporated.

Section 3. Payment. The Service Providers shall be compensated at the rate outlined in the proposal and set forth in Exhibit "A", Phase I, with a total not-to-exceed cost of Twelve Thousand Five Hundred and 00/100 ($12,500.00). Payment for services rendered shall be due to the Service Providers only after receipt by the City of an itemized statement submitted monthly. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered, each type of service rendered under this Agreement, and the amount due to be paid to each respective Service Provider. The amount of such statement shall not exceed the amount of fee set forth above for the task performed. The City shall render payment to each respective

Service Provider within thirty (30) days following receipt of a statement of itemization of the services for services actually, timely and satisfactorily performed. The Service Provider waives to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

Section 4. Personal Services. The parties as the basis of this Agreement agree that Albert Ettinger and David L. Wentworth II shall personally perform or directly supervise Service Providers' performance hereunder.

Section 5. Time of Performance. The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to meet the schedules set forth in Exhibit "A".

Section 6. Insurance. During the term of this Agreement, at its own cost and expense, the Service Provider (Service Provider) shall maintain in full force and effect insurance policies as enumerated below. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) form or a manuscript form if coverage is broader than the ISO form. Prior to execution of this agreement, the Service Provider shall provide the City with a certificate of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. Any renewal certificates of insurance shall be automatically provided to the City at least 30 days prior to policy expiration. (Professional Liability - $1,000,000)

This provision shall not be construed to be a limitation of liability for the Service Provider.

Section 7. Termination and Suspension.

(a) This Agreement shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as outlined below.

(b) The City may terminate this Agreement with or without cause by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to Service Provider.

(c) In the event that any of the provisions of this Agreement are violated by the Service Provider or the City, the aggrieved party may serve written notice upon the other of the intention to terminate this Agreement, such notice to contain the reasons for such intention. Unless within five (5) calendar days after the serving of such notice upon such party, the violations shall cease and satisfactory arrangements for correction be made, the contract shall upon expiration of said five (5) calendar days cease and terminate.

(d) In the event of termination, the Service Provider shall be paid by the City for all services performed to the satisfaction of the City which were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the City, until the date of termination. The Service Provider will provide all work documents developed up to the date of termination prior to the City rendering final payment for service, which documents become the property of the City.

Section 8. Successors and Assigns. The City and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Service Provider of its interest in this Agreement without the written consent of the City shall be void.

Section 9. Compliance with Law. The Service Provider shall comply with any and all applicable Federal, State and local laws as the same exist and may be amended from time to

time. This Agreement shall be governed by the laws of the State of Illinois. In compliance, in part with this requirement, Service Provider agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached as Exhibit "C" to this Agreement.

Section 10. Documents. All documents generated by the Service Provider as the result of this Project shall become the property of the City upon completion or termination of the Project. The Service Provider shall be liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the possession or control of the Service Provider.

Section 11. Confidentiality. The Service Provider shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement, and as identified in writing by the City as confidential.

Section 12. Nature of Service Provider's Relationship with City. The Service Provider will be acting as an independent contractor and not as an employee of the City. This is a personal service contract and the work shall be performed to the satisfaction of the City, as it shall in its sole discretion determine.

Section 13. Use of City's Name. The Service Provider may, after the completion of the Agreement, publish the fact and nature of this engagement without further permission of the City. The Service Provider may not use the City's name in any advertisements without prior written City permission.

Section 14. Affirmative Action. The Service Provider agrees to comply with the City's Equal Opportunity in Purchasing Ordinance and Human Rights Guarantee, attached as Exhibit "B" to this Agreement.

Section 15. Notices. Notice given hereunder shall be given to:

Service Providers:
Albert Ettinger
53 W. Jackson Blvd., Suite 1664
Chicago, Illinois 60604

And

David L. Wentworth II
Hasselberg, Williams, Grebe, Snodgrass & Birdsall
124 S. Adams Street, Suite 360
Peoria, Illinois 61602-1320

The City at:
City Manager
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

And

City Attorney
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

Section 15. Dual Representation Affidavit. The Service Provider agrees to comply with the City's Dual Representation Policies and fill out the attached affidavit, attached as Exhibit "D" to this Agreement, if applicable.

Section 16. Copyright. The Service Provider assigns to the City any and all of Service Provider's rights under copyright laws for work prepared by the Service Provider, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

Section 17. Amendments. This Agreement may be amended only by written agreement signed by both the Service Provider and the City.

IN WITNESS WHEREOF, the City and the Service Provider have executed this Agreement.

SERVICE PROVIDERS

Albert Ettinger

Date: 11/16/11

David L. Wentworth II, Partner

Hasselberg, Williams, Grebe, Snodgrass & Birdsall

By: David L. Wentworth II, Partner

Date: 11-15-2011

CITY OF CHAMPAIGN, ILLINOIS

By: Asst. City Manager

Date: Jan 17, 2012

ATTEST: City Clerk

APPROVED AS TO FORM FOR CITY

Assistant City Attorney

**EXHIBIT "A"**
**Phase I**

SCOPE OF SERVICES/FEE ARRANGEMENT

**Scope of Services:** Albert Ettinger and David L. Wentworth II will provide the legal services described below in the manner described in connection with an investigation of possible legal issues referenced in this Scope of Services/Fee Arrangement.

1. Albert Ettinger and David L. Wentworth II will jointly act in the role of lead counsel and will advise the City of Champaign on all legal and technical matters relating to the Service Providers investigation of legal issues referenced in the Preamble to this Agreement.
2. The Service Providers will investigate, evaluate and provide legal opinions concerning the following issues:
    a. The extent to which the pending application has been submitted in compliance with procedural requirements set forth in the applicable Federal law, including but not limited to the Toxic Substances Control Act (hereafter "TSCA") and any Federal regulations pertaining to said Act.
    b. Whether the evidence presented to the U.S. EPA regarding the pending application, including but not limited to information concerning the physical characteristics of the proposed site such as the site's topography, geology, soil characteristics and relationship to the Mahomet Aquifer, and the proposed design, operation and future monitoring of the landfill site, satisfied the requirements of Federal law for U.S. EPA approval of the pending application.
    c. Whether federal environmental regulations other than those found in TSCA and the regulations implementing said Act are implicated and possibly violated by the pending application as currently written and supported, including but not limited to the Clean Water Act (33 U.S.C. §1251 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.).
    d. Whether U.S. EPA approval of the pending application would be in conflict with any applicable State or Local law, including controlling regulations in the Illinois Environmental Protection Act (415 ILCS 5/1 et seq) and controlling Dewitt County, Illinois land use regulations, such as any applicable special use permit or other land use approval requirements for the proposed landfill.
3. The Service Providers will review the administrative record maintained by the U.S. EPA concerning Clinton Landfill Inc.'s pending application, available on the internet at http://www.epa.gov/reg5rcra/wptdiv/sites/ClintonLandfill, and applicable Federal, State and Local law to the extent necessary to evaluate and provide legal advice to the City regarding the issues identified in paragraph 2 above; it being acknowledged by the parties that as of the date of this Agreement, the on-line administrative record is incomplete and limited.
4. The Service Providers will investigate the administrative records of the IEPA or any other State Agency with relevant regulatory authority to ascertain whether Clinton Landfill Inc. or any other applicant has lawfully obtained all required approvals to authorize the disposal of hazardous wastes such as substances containing benzene or other hazardous or toxic substances that are currently being accepted at the landfill being operated by Clinton Landfill, Inc. in Dewitt County, Illinois.

5. The Service Providers will, during the course of performance of this Agreement, provide the City Attorney with a weekly written report summarizing the progress of the Service Providers progress in investigating the issues described above, and itemizing fees and costs incurred during the preceding month. The itemization of fees and costs shall specifically describe the number of hours devoted to and the substance of the work associated with particular fees and costs.
6. The Service Providers will prepare and submit a final written report to the City Attorney summarizing the Providers' findings and recommendations regarding the issues set forth in the preceding paragraph 2, Said report will include the following information:
    a. Identification of any Federal, State or local laws that would be violated by any approval granted by the U.S. EPA of the pending application.
    b. Specific references to information that forms the basis of any conclusions that any Federal, State or local laws would be violated by any U.S. EPA approval of the pending application.
    c. Identification of available remedies to challenge the U.S. EPA approval of the pending application, including references to any statutes, regulations or Federal or State court decisions that authorize or support the identified remedies.
    e.An estimate of the cost of retaining the Service Providers to pursue the available remedies identified in accordance with preceding paragraph "c", broken down to include the hourly rates for attorney's fees and estimated out-of-pocket expenses, including expert witness fees, travel expenses and other non attorney fee expenses.
7. The Service Providers will assign necessary professional and support staff in order expeditiously pursue the investigation of legal issues and remedies identified in this scope of services.
8. It is acknowledged by the parties that the opinions of the Service Providers may be rendered prior to the making of the findings and decision of the U.S. EPA in its final order or ruling on the permit application and that the opinions must be reconsidered in the light of such USEPA findings and decision.
9. The City and Service Providers agree and understand that upon receipt of the Service Providers final written report, the City will confer with representatives of the other concerned municipalities for the purposes of reaching an agreement about what further actions the City will direct the Service Providers to take regarding the disposal of hazardous materials at the Clinton Landfill. The Service Providers agree that it shall adhere to the fee arrangement described below with regards to any such further actions provided that the parties are able to agree upon a revised scope of services (i.e. Phase II) with regards to said further actions within sixty days of City's receipt of Service Providers final report.

**Fee Arrangement:**

(1) The City agrees to compensate Service Provider at the rates set forth below:
    a) Albert Ettinger $175.00 per hour
    b) David L. Wentworth II $175.00 per hour

(2) The not-to-exceed amount shall include fees and expenses of whatsoever nature, excluding any out-of-pocket billed expenses, billed separately by the attorney.
The attorneys' out-of-pocket expenses shall be limited to the following:

Deposition expenses, travel, expert witness expense, transcript costs, filing fees and Westlaw charges if necessary outside of Albert Ettinger's and David L. Wentworth II's standard plan; any air travel expenses herein shall be at a coach rate, and precleared by the City Attorney prior to the incursion of the expenses. No out-of-pocket expense in excess of $500 shall be incurred without approval of the City Attorney.

The Service Provider agrees to begin work immediately upon receiving written direction to do so from the City's Attorney.

## EXHIBIT "B"

### HUMAN RIGHTS GUARANTEE PROVISION

Section 12.5-64 provides as follows:

(a) For purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein and the requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance.

(1) **Non-Discrimination Pledge**. The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income.

The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City.

(2) **Notices**. The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notices.

(3) **Solicitation and Ads for Employment**. The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state: "This is an Equal Opportunity Employer", which statement shall meet the requirements of this Section.

(4) **Employment Relations**. The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.

(5) **Access to Books**. The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or by the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

(6) **Reports**. The contracting entity shall provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantee".

(7) **Remedies**. In the event that any contracting entity fails to comply with the non-discrimination pledge, affirmative action provisions of the above subsections, or fails to comply with or make good faith efforts to comply with affirmative action plans or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:

(i) Cancel, terminate or suspend the contract in whole or in part;

(ii) Declare the contracting entity ineligible for further contracts for a calendar year;

(iii) Recover from the contracting entity by set-off against the unpaid portion of the contract price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of Fifty Dollars ($50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;

(iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

(b) The construction contractor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

**EXHIBIT "C"**
**DISCLOSURE AFFIDAVIT**
**Albert Ettinger**

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City.

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

**SECTION I.** BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Albert Ettinger, attorney at law, is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

__X__ Individual Proprietorship (if an Individual, complete D)

Service Provider's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: **300-44-9874**.

B. CORPORATION

The State of Incorporation is _____

| Registered Agent of Corporation in Illinois: | Business Information (If Different from Above): |
|---|---|
| Name | Company Address, Principal Office |
| Address | City, State, Zip |
| City, State, Zip | Telephone Facsimile |
| Telephone | Website |

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

The business address is _____

Telephone:_____ Fax:_____

My home address is_____

Telephone:_____ Fax:_____

D. INDIVIDUAL PROPRIETORSHIP

The business address is 53 W. Jackson, Suite 1664, Chicago, Illinois 60604.

Telephone: 773-818-4825

My home address is: 7100 N. Greenview, Chicago, Illinois 60626

Telephone:_____ Fax:_____

**SECTION II.** NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Service Providers except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract ___X___ None

B. No department director or any employee or any officer of the City of Champaign has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

C. That the Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

**SECTION III.** DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Service Provider is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Service Provider is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Service Provider has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

**SECTION IV.** FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

SERVICE PROVIDER

Albert Ettinger

Signature

Albert Ettinger

Printed Name

**Owner**

Title

SUBSCRIBED and SWORN to before me this 16th day of November, 2011.

Michael Brod

Notary Public

J. MICHAEL BROD
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 08, 2015

**EXHIBIT "C"**
**DISCLOSURE AFFIDAVIT**
Hasselberg, Williams, Grebe, Snodgrass & Birdsall

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City.

STATE OF ILLINOIS )
) ss.
COUNTY OF PEORIA )

**SECTION I.** BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Hasselberg, Williams, Grebe, Snodgrass & Birdsall is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

__X___ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Service Provider's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: **37-1364537.**

B. CORPORATION

The State of Incorporation is _____

| Registered Agent of Corporation in Illinois: | Business Information (If Different from Above): |
|---|---|
| Name | Company Address, Principal Office |
| Address | City, State, Zip |
| City, State, Zip | Telephone Facsimile |
| Telephone | Website |

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Michael R. Hasselberg _____
Name Home Address & Telephone

James R. Grebe _____
Name Home Address & Telephone

Kenneth M. Snodgrass Jr. _____
Name Home Address & Telephone

Charles J. Urban _____
Name Home Address & Telephone

David L. Wentworth II _____
Name Home Address & Telephone

The business address is: 124 SW Adams Street, Suite 360, Peoria, Illinois 61602-1320.

Telephone: 309-637-1400 Fax: 309-637-1500

My home address is: 1528 W. Moss Avenue Peoria, Illinois 61606

Telephone:_____ Fax:_____

D. INDIVIDUAL PROPRIETORSHIP

The business address is

Telephone: Fax:

My home address is

Telephone:_____ Fax:_____

**SECTION II.** NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Service Providers except as listed on a separate attached sheet to this affidavit.
Check One:
_____ Others Interested in Contract ____X___ None

D. No department director or any employee or any officer of the City of Champaign has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

E. That the Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

**SECTION III.** DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Service Provider is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Service Provider is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Service Provider has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

**SECTION IV.** FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

SERVICE PROVIDER
Hasselberg, Williams, Grebe, Snodgrass & Birdsall

By: David L. Wentworth II Partner
Signature

David L. Wentworth II
Printed Name

Partner
Title

SUBSCRIBED and SWORN to before me this 15th day of November, 2011.

Kristine L Montgomery
Notary Public

OFFICIAL SEAL
KRISTINE L MONTGOMERY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/07/13

EXHIBIT "D"

## DUAL REPRESENTATION AFFIDAVIT
## Albert Ettinger

(Note: Every professional must completely fill out and sign this affidavit or must receive a determination that the affidavit is not required in connection with this contract. To obtain a determination, contact the City of Champaign Legal Department at 217-403-8765).

STATE OF ILLINOIS )
) ss.
COUNTY OF COOK )

The undersigned professional, being duly sworn, states and as certifies that it will read, review, agree to, and abide by the following City of Champaign Dual Representation Policy:

I. DEFINITIONS

A. A "professional" includes individuals and individuals within the same business organization or firm. The actions of one member of a multi-member firm are attributable to the firm as the "professional".

B. A "project" may be a specific undertaking, defined as to scope and duration, or a course of general representation relative to a field of activity.

C. "Dual Representation" is defined as a situation where:

1. the professional is engaged to provide or proposes to provide advice and recommendations to the City on either a specific project, a defined phase of a project or on a longer term continuous basis; and

2. the professional, simultaneously, with the representation of the City, provides or proposes to provide services to another person or entity that has a financial interest in the same project or a defined phase of the project.

D. "Simultaneous representations" includes those work situations where the professional is contractually bound to the City and other party to provide services over a defined period of time.

II. FACTORS

Relevant factors in determining whether dual representation exits or is proposed are the following:

1. Conflicting interests exist, i.e., where financial or other gain to one party in the transaction will affect financial or other gain to the other party; and,

2. The professional is in a position to supply information or effectively influence recommendations to either or both parties where the probable result of such

information or recommendation may affect a material aspect of the work engaged by the others with financial interests in the transaction. A "material" aspect of the work is some substantial portion of the work in which independent professional judgment is expected from the professional as opposed to a purely information gathering or drafting.

III. DISCLOSURE

Where dual representation exists or is proposed, the professional shall provide full information in writing to the City and the other party with respect to the representation of the other party at the earliest possible time that the issue is known to the professional. Detailed disclosure of the nature and extent of the services to be rendered and areas where services overlap with that of the City should be provided by the professional.

IV. CONSENT

A. Where dual representation exists or is proposed, the professional hereby agrees that the City shall have the option of:

1. Providing Consent in writing; or,

2. Withdrawing from any contractual commitment with the professional; or

3. Requesting the professional to not provide the services to the other party.

B. At preliminary stages of project definition or in other appropriate situations, it may be appropriate to provide conditional consent. The conditional consent may specify factors which, if met, provide consent subject to the condition or for a definite duration of time.

C. The City may, through the City Manager with the advice of the City's project manager or person supervising the work, consent to dual representation if:

1. the City and the other party will mutually benefit from the representation; and

2(a) either the City and the other party have agreed in advance to the financial responsibilities for the work of the professional and the financial responsibilities for the project; or

(b) the work of the professional on one phase of the work for the other party will not significantly effect the overall work of the professional on behalf of the City; and

3. the City and the other parties have been fully informed with respect to all aspects of such dual representation; and

4. sufficient safeguards are in place such that the work of the professional for the City is effectively reviewed either by the City's

staff or by a third-party professional of the City's choice.

PROFESSIONAL

Signature Albert Ettinger

Printed Name: **Albert Ettinger.**

Title: **Owner** .

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Albert Ettinger, personally known to me to be the same person(s) who(se) name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 16th day of November, A.D., 2011.

Michael Brod

Notary Public

My commission expires: February 8, 2015

J. MICHAEL BROD
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 08, 2015

EXHIBIT "D"

## DUAL REPRESENTATION AFFIDAVIT
## David L. Wentworth II

(Note: Every professional must completely fill out and sign this affidavit or must receive a determination that the affidavit is not required in connection with this contract. To obtain a determination, contact the City of Champaign Legal Department at 217-403-8765).

STATE OF ILLINOIS )
) ss.
COUNTY OF PEORIA )

The undersigned professional, being duly sworn, states and as certifies that it will read, review, agree to, and abide by the following City of Champaign Dual Representation Policy:

I. DEFINITIONS

A. A "professional" includes individuals and individuals within the same business organization or firm. The actions of one member of a multi-member firm are attributable to the firm as the "professional".

B. A "project" may be a specific undertaking, defined as to scope and duration, or a course of general representation relative to a field of activity.

C. "Dual Representation" is defined as a situation where:

1. the professional is engaged to provide or proposes to provide advice and recommendations to the City on either a specific project, a defined phase of a project or on a longer term continuous basis; and

2. the professional, simultaneously, with the representation of the City, provides or proposes to provide services to another person or entity that has a financial interest in the same project or a defined phase of the project.

D. "Simultaneous representations" includes those work situations where the professional is contractually bound to the City and other party to provide services over a defined period of time.

II. FACTORS

Relevant factors in determining whether dual representation exits or is proposed are the following:

1. Conflicting interests exist, i.e., where financial or other gain to one party in the transaction will affect financial or other gain to the other party; and,

2. The professional is in a position to supply information or effectively influence recommendations to either or both parties where the probable result of such information or recommendation may affect a material aspect of the work engaged by the others with financial interests in the transaction. A "material" aspect of the work is some substantial portion of the work in which independent professional judgment is expected from the professional as opposed to a purely information gathering or drafting.

IIII. DISCLOSURE

Where dual representation exists or is proposed, the professional shall provide full information in writing to the City and the other party with respect to the representation of the other party at the earliest possible time that the issue is known to the professional. Detailed disclosure of the nature and extent of the services to be rendered and areas where services overlap with that of the City should be provided by the professional.

IV. CONSENT

A. Where dual representation exists or is proposed, the professional hereby agrees that the City shall have the option of:

1. Providing Consent in writing; or

2. Withdrawing from any contractual commitment with the professional; or

3. Requesting the professional to not provide the services to the other party.

B. At preliminary stages of project definition or in other appropriate situations, it may be appropriate to provide conditional consent. The conditional consent may specify factors which, if met, provide consent subject to the condition or for a definite duration of time.

C. The City may, through the City Manager with the advice of the City's project manager or person supervising the work, consent to dual representation if:

1. the City and the other party will mutually benefit from the representation; and

2(a) either the City and the other party have agreed in advance to the financial responsibilities for the work of the professional and the financial responsibilities for the project; or

(b) the work of the professional on one phase of the work for the other party will not significantly effect the overall work of the professional on behalf of the City; and

3. the City and the other parties have been fully informed with respect to all aspects of such dual representation; and

4. sufficient safeguards are in place such that the work of the professional for the City is effectively reviewed either by the City's

staff or by a third-party professional of the City's choice.

PROFESSIONAL: Hasselberg, Williams, Grebe, Snodgrass & Birdsall

Signature David L. Wentworth Partner

Printed Name: David L. Wentworth II.

Title: **Partner**

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that David L. Wentworth II, personally known to me to be the same person(s) who(se) name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 15th day of November, A.D., 2011.

Kristine L Montgomery
Notary Public

My commission expires: October 7, 2013

OFFICIAL SEAL
KRISTINE L MONTGOMERY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/07/13

# AGREEMENT FOR LEGAL SERVICES

## PREAMBLE

### Parties to the Agreement

THIS AGREEMENT (hereafter "Agreement), is entered into on the date last executed by the parties hereto. The parties to this Agreement are the City of Champaign, Illinois, a municipal corporation (hereafter "City"), and attorneys Albert Ettinger and Hasselberg, Williams, Grebe, Snodgrass & Birdsall, by David L. Wentworth II (hereafter "Service Providers"). Albert Ettinger is a sole practitioner whose office is located in Chicago, Illinois. David L. Wentworth II is a partner with the law firm of Hasselberg, Williams, Grebe, Snodgrass & Birdsall, located in Peoria, Illinois.

### Subject Matter of Legal Services to be Provided

This Agreement concerns the scope of legal service that the Service Providers will provide to the City to file and prosecute a legal challenge in court to the Illinois Environmental Protection Agency's (IEPA) renewal, on or about July 5, 2012, of a permit for a chemical waste landfill operated by Clinton Landfill, Inc. in DeWitt County, hereinafter referred to as the "chemical waste landfill", and to file and prosecute, upon approval by the City, a legal challenge in court of any U.S. Environmental Protection Agency (USEPA) approval of a pending application for authorization to dispose of PCBs or PCB items at said chemical waste landfill facility in accordance with 40 CFR 761.75 and the Toxic Substances Control Act (TSCA).

This agreement supersedes and replaces the Agreement previously entered into by the parties hereto on January 17, 2012 regarding Clinton Landfill, Inc.'s pending request for authority to dispose of PCBs at the chemical waste landfill, which agreement shall hereinafter be referred to as the Prior Agreement.

**City Acting in Capacity as Lead Agency for Other Municipalities**

The parties agree and understand that the City, in taking on its responsibilities and obligations in this Agreement, is acting as lead agency on behalf of itself and additional municipalities, Counties and other governmental bodies located in Illinois who are similarly concerned about the disposal of PCBs and other hazardous materials at the Clinton Landfill site, including the cities of Urbana and Bloomington, the town of Normal, the Village of Savoy, Champaign and Piatt Counties, and the Mahomet Valley Water Authority (hereafter collectively referred to as "other concerned public bodies").

**AGREEMENT**

In consideration of the mutual benefits accruing to the parties to this Agreement, the City and Service Provider agree as follows:

Section 1. Preamble incorporated by reference herein. All substantive matters described in the preamble above are hereby incorporated by reference herein.

Section 2. Scope of Services. The Service Providers shall perform the work described in Exhibit "A", attached hereto and incorporated.

Section 3. Payment. The Service Providers shall be compensated at the rates outlined in Exhibit "A", with a total not-to-exceed cost for each of the following three phases of legal representation:

(a) Challenge to IEPA Approval and services rendered to date pursuant to Prior Agreement. Not to exceed Thirty Thousand and 00/100 ($30,000.00), including fees already paid and still (as of July 31, 2012) to be billed and/or paid for services previously rendered pursuant to the Prior Agreement, and for the filing and prosecution to final judgment at the trial court level in an Illinois circuit court having proper jurisdiction, of a writ of certiorari or other appropriate pleading challenging the

lawfulness of the IEPA's renewal, on or about July 5, 2012, of Clinton Landfill Inc.'s chemical waste landfill permit.

(b) Appeal of Adverse Ruling in IEPA Approval Challenge. In the event of an adverse ruling by the circuit court on the challenge referenced in paragraph (a) above, or the filing of an appeal by Clinton Landfill, Inc. and/or IEPA from a ruling by the Circuit Count in favor of said IEPA Approval challenge, and if directed to file such an appeal of said ruling or to defend an appeal by the City of Champaign, a fee not to exceed ten thousand and 00/100 ($10,000.00) to prosecute or defend against said appeal in the Appellate Court.

(c) Prosecution of a Legal Challenge in Court to any U.S. EPA Approval. Not-to exceed total of Sixty-five Thousand and 00/100 ($65,000) if no appeal pursuant to paragraph (b) of an adverse ruling on the IEPA approval challenge is prosecuted, and of Seventy-five Thousand and 00/100 ($75,000) if an appeal of such an adverse ruling is prosecuted, for all legal work performed by the Service Providers, to include the following:

i. All work performed pursuant to the Prior Agreement to date,

ii. Prosecution of the legal challenge to the IEPA approval,

iii. Completion of the review of the administrative record before the U.S. EPA as necessary and, in the event of a U.S. EPA Approval, preparation of a report identifying and recommending the best course of action to legally challenge such U.S. EPA Approval, and

iv. the prosecution to final judgment in a federal court having proper jurisdiction of a petition, complaint or other proper pleading challenging the lawfulness of any U.S. EPA approval granted to Clinton Landfill, Inc. of the pending

application for authority to dispose of PCBs or PCB items at the chemical waste landfill facility.

Payment for services rendered shall be due to the Service Providers only after receipt by the City of an itemized statement. Service Providers shall not submit such a statement sooner than thirty days from the date of submittal of the prior statement for the Provider in question. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered, each type of service rendered under this Agreement, and the amount due to be paid to each respective Service Provider. The City shall render payment to each respective Service Provider within thirty (30) days following receipt of a statement of itemization of the services for services actually, timely and satisfactorily performed. The Service Provider waives to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

Section 4. Personal Services. The parties as the basis of this Agreement agree that Albert Ettinger and David L. Wentworth II shall personally perform or directly supervise Service Providers' performance hereunder.

Section 5. Time of Performance. The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to meet all time limitations imposed by the pertinent laws for filing pleadings and motions pertaining to the legal challenges described herein.

Section 6. Insurance. During the term of this Agreement, at its own cost and expense, the Service Provider (Service Provider) shall maintain in full force and effect insurance policies as enumerated below. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide. All policies

shall be written on the most current Insurance Service Office (ISO) form or a manuscript form if coverage is broader than the ISO form. Prior to execution of this agreement, the Service Provider shall provide the City with a certificate of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least 30 days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. Any renewal certificates of insurance shall be automatically provided to the City at least 30 days prior to policy expiration. (Professional Liability - $1,000,000)

This provision shall not be construed to be a limitation of liability for the Service Provider.

Section 7. Termination and Suspension.

(a) This Agreement shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as outlined below.

(b) The City may terminate this Agreement with or without cause by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to Service Provider.

(c) In the event that any of the provisions of this Agreement are violated by the Service Provider or the City, the aggrieved party may serve written notice upon the other of the intention to terminate this Agreement, such notice to contain the reasons for such intention. Unless within five (5) calendar days after the serving of such notice upon such party, the violations shall cease and satisfactory arrangements for correction be made, the contract shall upon expiration of said five (5) calendar days cease and terminate.

(d) In the event of termination, the Service Provider shall be paid by the City for all services performed to the satisfaction of the City which were actually, timely and faithfully

rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the City, until the date of termination. The Service Provider will provide all work documents developed up to the date of termination prior to the City rendering final payment for service, which documents become the property of the City.

Section 8. Successors and Assigns. The City and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Service Provider of its interest in this Agreement without the written consent of the City shall be void.

Section 9. Compliance with Law. The Service Provider shall comply with any and all applicable Federal, State and local laws as the same exist and may be amended from time to time. This Agreement shall be governed by the laws of the State of Illinois. In compliance, in part with this requirement, Service Provider agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached as Exhibit "C" to this Agreement.

Section 10. Documents. All documents generated by the Service Provider as the result of this Project shall become the property of the City upon completion or termination of the Project. The Service Provider shall be liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the possession or control of the Service Provider.

Section 11. Confidentiality. The Service Provider shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement, and as identified in writing by the City as confidential.

Section 12. Nature of Service Provider's Relationship with City. The Service Provider will be acting as an independent contractor and not as an employee of the City. This is a

personal service contract and the work shall be performed to the satisfaction of the City, as it shall in its sole discretion determine.

Section 13. Use of City's Name. The Service Provider may, after the completion of the Agreement, publish the fact and nature of this engagement without further permission of the City. The Service Provider may not use the City's name in any advertisements without prior written City permission.

Section 14. Affirmative Action. The Service Provider agrees to comply with the City's Equal Opportunity in Purchasing Ordinance and Human Rights Guarantee, attached as Exhibit "B" to this Agreement.

Section 15. Notices. Notice given hereunder shall be given to:

Service Providers:
Albert Ettinger
53 W. Jackson Blvd., Suite 1664
Chicago, Illinois 60604

And

David L. Wentworth II
Hasselberg, Williams, Grebe, Snodgrass & Birdsall
124 S. Adams Street, Suite 360
Peoria, Illinois 61602-1320

The City at:
City Manager
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

And

City Attorney
City of Champaign
102 N. Neil Street
Champaign, Illinois 61820

Section 16. Dual Representation Affidavit. The Service Provider agrees to comply with the City's Dual Representation Policies and fill out the attached affidavit, attached as Exhibit "D" to this Agreement, if applicable.

Section 17. Copyright. The Service Provider assigns to the City any and all of Service Provider's rights under copyright laws for work prepared by the Service Provider, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Service

Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

Section 18. Amendments. This Agreement may be amended only by written agreement signed by both the Service Provider and the City.

IN WITNESS WHEREOF, the City and the Service Provider have executed this Agreement.

SERVICE PROVIDERS

Albert Ettinger

Date: 8/13/12

Hasselberg, Williams, Grebe, Snodgrass & Birdsall
By: David L. Wentworth II, Partner

Date: 9-4-2012

CITY OF CHAMPAIGN, ILLINOIS

By: _____
City Manager

Date: July 31, 2012

ATTEST: _____
City Clerk

APPROVED AS TO FORM FOR CITY

_____
Assistant City Attorney

**EXHIBIT "A"**

SCOPE OF SERVICES/FEE ARRANGEMENT

**Scope of Services:** Albert Ettinger and David L. Wentworth II will provide the legal services described below to the City of Champaign, Illinois, hereinafter the "City", in the manner described regarding a legal challenge in court of the Illinois EPA's renewal of Clinton Landfill Inc.'s chemical waste landfill permit on or about July 5, 2012, hereinafter referred to as the "IEPA Approval", and a legal challenge in court of any U.S. EPA approval of the pending application by Clinton Landfill, Inc. of authority to dispose of PCBs or PCB items at said chemical waste landfill, hereinafter referred to as the "U.S. EPA Approval".

1. Albert Ettinger and David L. Wentworth II will jointly act in the role of lead counsel and will advise the City on all legal and technical matters relating to the Service Providers prosecution of legal challenges to the IEPA and U.S. EPA Approvals.

2. The Service Providers shall promptly prepare and file the appropriate pleadings in a court having proper jurisdiction, challenging the lawfulness of the IEPA Approval and prosecute said challenge to final judgment in that court.

3. The Service Providers shall notify the City in writing within five business days of any rulings on motions and any final judgment rendered by the court hearing the IEPA Approval challenge, and in the event of any final, appealable ruling or order entered adverse to the City, submit a written recommendation regarding the advisability and basis for an appeal from such ruling or order.

4. If directed to do so by the City, the Service Providers shall prepare, file and prosecute an appeal from an adverse ruling or judgment rendered by the court hearing the challenge to the IEPA approval.

5. The Service Providers shall monitor the progress of the pending Clinton Landfill, Inc. application for the U.S. EPA approval to insure that any challenge to said approval will be filed and prosecuted in a timely manner.

6. The Service Providers shall notify the City in writing within five business days, by U.S. Mail, Fax or E-mail of any U.S. EPA Approval.

7. It is understood and agreed to by the parties hereto that the Service Providers have already performed some review of the administrative record concerning Clinton Landfill Inc.'s application for U.S. EPA approval and of the applicable law setting forth the criteria and requirements for such a U.S. EPA approval, pursuant to performance of the Prior Agreement. The Service Providers shall complete, as necessary, any review of the administrative record concerning said approval prior to making any final recommendations to the City regarding any course of legal action to challenge such an approval.

8. Prior to filing any complaint or other pleading in court challenging any U.S. EPA Approval, the Service Providers will prepare and submit a final written report to the City

Attorney summarizing the Providers' findings and recommendations regarding any challenge to said Approval. Said report will include the following information:

a) Identification of any Federal, State or local laws that would be violated by any approval granted by the U.S. EPA of the pending application.

b) Specific references to information that forms the basis of any conclusions that any Federal, State or local laws would be violated by any U.S. EPA approval of the pending application.

c) Identification of available remedies to challenge the U.S. EPA approval of the pending application, including references to any statutes, regulations or Federal or State court decisions that authorize or support the identified remedies.

d) An estimate of the cost of retaining the Service Providers to pursue the available remedies identified in accordance with preceding paragraph "c", broken down to include the hourly rates for attorney's fees and estimated out-of-pocket expenses, including expert witness fees, travel expenses and other non attorney fee expenses.

9. It is acknowledged by the parties that the opinions of the Service Providers may be rendered prior to the making of the findings and decision of the U.S. EPA in its final order or ruling on the permit application and that the opinions must be reconsidered in the light of such USEPA findings and decision.

10. The City Attorney shall direct the Service Providers in writing to proceed with any recommended court challenge to a U.S. EPA Approval within ten business days of receipt of said report of recommendation and findings from the Service Providers.

11. The Service Providers will, during the course of performance of this Agreement, provide the Assistant City Attorney Joseph Hooker with a monthly written report summarizing the progress of the Service Providers progress in investigating the issues described above, and itemizing fees and costs incurred during the preceding month. The itemization of fees and costs shall specifically describe the number of hours devoted to and the substance of the work associated with particular fees and costs.

12. The Service Providers will assign necessary professional and support staff in order expeditiously pursue further investigation of legal issues and remedies identified in this scope of services.

13. The City and Service Providers agree and understand that upon receipt of the Service Providers final written report, the City will confer with representatives of the other concerned municipalities for the purposes of reaching an agreement about what further actions the City will direct the Service Providers to take regarding the disposal of hazardous materials at the Clinton Landfill. The Service Providers agree that it shall adhere to the fee arrangement described below with regards to any such further actions provided that the parties are able to agree upon a revised scope of services (i.e. Phase

II) with regards to said further actions within sixty days of City's receipt of Service Providers final report.

**Fee Arrangement:**

1 The City agrees to compensate Service Provider at the rates set forth below:

| | | |
|---|---|---|
| a) | Albert Ettinger | $175.00 per hour |
| b) | David L. Wentworth II | $175.00 per hour |
| c) | Associates of either Albert Ettinger or David L. Wentworth | $100.00 per hour |

2 The not-to-exceed amount shall include fees and expenses of whatsoever nature, excluding any out-of-pocket billed expenses, billed separately by the attorney.

The attorneys' out-of-pocket expenses shall be limited to the following:

Deposition expenses, travel, expert witness expense, transcript costs, filing fees and Westlaw charges if necessary outside of Albert Ettinger's and David L. Wentworth II's standard plan; any air travel expenses herein shall be at a coach rate, and precleared by the City Attorney prior to the incursion of the expenses. No out-of-pocket expense in excess of $500 shall be incurred without approval of the City Attorney.

The Service Provider agrees to begin work immediately upon receiving written direction to do so from the City's Attorney.

**EXHIBIT "B"**

HUMAN RIGHTS GUARANTEE PROVISION

Section 12.5-64 provides as follows:

(a) For purposes of this provision, "contracting entity" means the legal entity that has signed a contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein and the requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance.

(1) **Non-Discrimination Pledge**. The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income.

The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City.

(2) **Notices**. The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notices.

(3) **Solicitation and Ads for Employment**. The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state: "This is an Equal Opportunity Employer", which statement shall meet the requirements of this Section.

(4) **Employment Relations**. The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.

(5) **Access to Books**. The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or by the City Manager's designee for purposes of investigation to ascertain compliance with this provision.

(6) **Reports**. The contracting entity shall provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantee".

(7) **Remedies**. In the event that any contracting entity fails to comply with the non-discrimination pledge, affirmative action provisions of the above subsections, or fails to comply with or make good faith efforts to comply with affirmative action plans or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:

(i) Cancel, terminate or suspend the contract in whole or in part;

(ii) Declare the contracting entity ineligible for further contracts for a calendar year;

(iii) Recover from the contracting entity by set-off against the unpaid portion of the contract price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of Fifty Dollars ($50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;

(iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

(b) The construction contractor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

EXHIBIT "C"

**DISCLOSURE AFFIDAVIT**
**Albert Ettinger**

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City.

STATE OF ILLINOIS )
) ss.
COUNTY OF _____)

**SECTION I.** BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Albert Ettinger, attorney at law, is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

__X__ Individual Proprietorship (if an Individual, complete D)

Service Provider's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: 300-44-9874

B. CORPORATION

The State of Incorporation is _____

| | |
|---|---|
| Registered Agent of Corporation in Illinois: | Business Information (If Different from Above): |
| Name | Company Address, Principal Office |
| Address | City, State, Zip |
| City, State, Zip | Telephone Facsimile |
| Telephone | Website |

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

The business address is _____

Telephone:_____ Fax:_____

My home address is_____

Telephone:_____ Fax:_____

D. INDIVIDUAL PROPRIETORSHIP

The business address is 53 W. Jackson Suite 1664, Chicago, IL 60604

Telephone: 773 818 4825 Fax:

My home address is 7100 N. Greenview, Chicago, IL 60626

Telephone:_____ Fax:_____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Service Providers except as listed on a separate attached sheet to this affidavit.

Check One:
_____ Others Interested in Contract ___X___ None

No department director or any employee or any officer of the City of Champaign has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

That the Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Service Provider is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Service Provider is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Service Provider has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

SERVICE PROVIDER

Albert Ettinger
Signature

Albert Ettinger
Printed Name

Owner
Title

OFFICIAL SEAL
FIDELIA GAINES-MITCHELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/28/13

SUBSCRIBED and SWORN to before me this 13 day of August, 2012

Fidelia Gaines-Mitchell
Notary Public

**EXHIBIT "C"**

## DISCLOSURE AFFIDAVIT

Hasselberg, Williams, Grebe, Snodgrass & Birdsall

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City.

STATE OF ILLINOIS )
) ss.
COUNTY OF PEORIA )

**SECTION I.** BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Hasselberg, Williams, Grebe, Snodgrass & Birdsall is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

__X___ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Service Provider's Federal Tax Identification Number, or in the case of an individual or sole proprietorship, Social Security Number: **37-1364537.**

B. CORPORATION

The State of Incorporation is _____

| Registered Agent of Corporation in Illinois: | Business Information (If Different from Above): |
|---|---|
| Name | Company Address, Principal Office |
| Address | City, State, Zip |
| City, State, Zip | Telephone Facsimile |
| Telephone | Website |

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Michael R. Hasselberg _____
Name Home Address & Telephone

James R. Grebe _____
Name Home Address & Telephone

Kenneth M. Snodgrass Jr. _____
Name Home Address & Telephone

Charles J. Urban _____
Name Home Address & Telephone

David L. Wentworth II _____
Name Home Address & Telephone

The business address is: 124 SW Adams Street, Suite 360, Peoria, Illinois 61602-1320.

Telephone: 309-637-1400 Fax: 309-637-1500

My home address is: 1528 W. Moss Avenue Peoria, Illinois 61606

Telephone:_____ Fax:_____

D. INDIVIDUAL PROPRIETORSHIP

The business address is

Telephone: Fax:

My home address is

Telephone:_____ Fax:_____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

A. This proposal, bid or contract is made without any connection or common interest in the profits with any other person other than the Service Providers except as listed on a separate attached sheet to this affidavit.
Check One:
_____ Others Interested in Contract ____X___ None

No department director or any employee or any officer of the City of Champaign has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

That the Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

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SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

SERVICE PROVIDER
Hasselberg, Williams, Grebe, Snodgrass & Birdsall

By: _____
Signature

David L. Wentworth II
Printed Name

Partner
Title

SUBSCRIBED and SWORN to before me this 4th day of September, 2013.

_____
Notary Public

OFFICIAL SEAL
KRISTINE L MONTGOMERY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/07/13

EXHIBIT "D"

## DUAL REPRESENTATION AFFIDAVIT
## Albert Ettinger

(Note: Every professional must completely fill out and sign this affidavit or must receive a determination that the affidavit is not required in connection with this contract. To obtain a determination, contact the City of Champaign Legal Department at 217-403-8765).

STATE OF ILLINOIS )
) ss.
COUNTY OF DUPAGE )

The undersigned professional, being duly sworn, states and as certifies that it will read, review, agree to, and abide by the following City of Champaign Dual Representation Policy:

I. DEFINITIONS

A. A "professional" includes individuals and individuals within the same business organization or firm. The actions of one member of a multi-member firm are attributable to the firm as the "professional".

B. A "project" may be a specific undertaking, defined as to scope and duration, or a course of general representation relative to a field of activity.

C. "Dual Representation" is defined as a situation where:

1. the professional is engaged to provide or proposes to provide advice and recommendations to the City on either a specific project, a defined phase of a project or on a longer term continuous basis; and

2. the professional, simultaneously, with the representation of the City, provides or proposes to provide services to another person or entity that has a financial interest in the same project or a defined phase of the project.

D. "Simultaneous representations" includes those work situations where the professional is contractually bound to the City and other party to provide services over a defined period of time.

II. FACTORS

Relevant factors in determining whether dual representation exits or is proposed are the following:

1. Conflicting interests exist, i.e., where financial or other gain to one party in the transaction will affect financial or other gain to the other party; and,

2. The professional is in a position to supply information or effectively influence recommendations to either or both parties where the probable result of such information or recommendation may affect a material aspect of the work engaged by the others with financial interests in the transaction. A "material" aspect of the work is some substantial portion of the work in which independent professional judgment is expected from the professional as opposed to a purely information gathering or drafting.

IIII. DISCLOSURE

Where dual representation exists or is proposed, the professional shall provide full information in writing to the City and the other party with respect to the representation of the other party at the earliest possible time that the issue is known to the professional. Detailed disclosure of the nature and extent of the services to be rendered and areas where services overlap with that of the City should be provided by the professional.

IV. CONSENT

A. Where dual representation exists or is proposed, the professional hereby agrees that the City shall have the option of:

1. Providing Consent in writing; or

2. Withdrawing from any contractual commitment with the professional; or

3. Requesting the professional to not provide the services to the other party.

B. At preliminary stages of project definition or in other appropriate situations, it may be appropriate to provide conditional consent. The conditional consent may specify factors which, if met, provide consent subject to the condition or for a definite duration of time.

C. The City may, through the City Manager with the advice of the City's project manager or person supervising the work, consent to dual representation if:

1. the City and the other party will mutually benefit from the representation; and

2(a) either the City and the other party have agreed in advance to the financial responsibilities for the work of the professional and the financial responsibilities for the project; or

(b) the work of the professional on one phase of the work for the other party will not significantly effect the overall work of the professional on behalf of the City; and

3. the City and the other parties have been fully informed with respect to all aspects of such dual representation; and

4. sufficient safeguards are in place such that the work of the professional for the City is effectively reviewed either by the City's staff or by a third-party professional of the City's choice.

PROFESSIONAL

Signature Albert Ettinger

Printed Name: Albert Ettinger

Title: **Owner**

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Albert Ettinger, personally known to me to be the same person(s) who(se) name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 13 day of August, A.D., 2012

Fidelia Gaines-Mitchell

Notary Public

My commission expires: August 28, 2013

OFFICIAL SEAL
FIDELIA GAINES-MITCHELL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/28/13

EXHIBIT "D"

## DUAL REPRESENTATION AFFIDAVIT
## David L. Wentworth II

(Note: Every professional must completely fill out and sign this affidavit or must receive a determination that the affidavit is not required in connection with this contract. To obtain a determination, contact the City of Champaign Legal Department at 217-403-8765).

STATE OF ILLINOIS )
) ss.
COUNTY OF PEORIA )

The undersigned professional, being duly sworn, states and as certifies that it will read, review, agree to, and abide by the following City of Champaign Dual Representation Policy:

I. DEFINITIONS

A. A "professional" includes individuals and individuals within the same business organization or firm. The actions of one member of a multi-member firm are attributable to the firm as the "professional".

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1. the professional is engaged to provide or proposes to provide advice and recommendations to the City on either a specific project, a defined phase of a project or on a longer term continuous basis; and

2. the professional, simultaneously, with the representation of the City, provides or proposes to provide services to another person or entity that has a financial interest in the same project or a defined phase of the project.

D. "Simultaneous representations" includes those work situations where the professional is contractually bound to the City and other party to provide services over a defined period of time.

II. FACTORS

Relevant factors in determining whether dual representation exits or is proposed are the following:

1. Conflicting interests exist, i.e., where financial or other gain to one party in the transaction will affect financial or other gain to the other party; and,

2. The professional is in a position to supply information or effectively influence recommendations to either or both parties where the probable result of such information or recommendation may affect a material aspect of the work engaged by the others with financial interests in the transaction. A "material" aspect of the work is some substantial portion of the work in which independent professional judgment is expected from the professional as opposed to a purely information gathering or drafting.

IIII. DISCLOSURE

Where dual representation exists or is proposed, the professional shall provide full information in writing to the City and the other party with respect to the representation of the other party at the earliest possible time that the issue is known to the professional. Detailed disclosure of the nature and extent of the services to be rendered and areas where services overlap with that of the City should be provided by the professional.

IV. CONSENT

A. Where dual representation exists or is proposed, the professional hereby agrees that the City shall have the option of:

1. Providing Consent in writing; or

2. Withdrawing from any contractual commitment with the professional; or

3. Requesting the professional to not provide the services to the other party.

B. At preliminary stages of project definition or in other appropriate situations, it may be appropriate to provide conditional consent. The conditional consent may specify factors which, if met, provide consent subject to the condition or for a definite duration of time.

C. The City may, through the City Manager with the advice of the City's project manager or person supervising the work, consent to dual representation if:

1. the City and the other party will mutually benefit from the representation; and

2(a) either the City and the other party have agreed in advance to the financial responsibilities for the work of the professional and the financial responsibilities for the project; or

(b) the work of the professional on one phase of the work for the other party will not significantly effect the overall work of the professional on behalf of the City; and

3. the City and the other parties have been fully informed with respect to all aspects of such dual representation; and

4. sufficient safeguards are in place such that the work of the

professional for the City is effectively reviewed either by the City's staff or by a third-party professional of the City's choice.

PROFESSIONAL: Hasselberg, Williams, Grebe, Snodgrass & Birdsall

Signature _____

Printed Name: David L. Wentworth II

Title: Partner

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that David L. Wentworth II, personally known to me to be the same person(s) who(se) name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 4th day of September, A.D., 2013.

_____
Notary Public

My commission expires: 10/7/13

OFFICIAL SEAL
KRISTINE L MONTGOMERY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/07/13

J:\LEG\WORD\Public Works\Clinton Landfill\Intergovernmental- Consultant Agreements\Amended Agreement With Attorneys - Albert Ettinger And David Wentworth - IEPA Approval And Potential USEPA Approval Litigation FINAL 7-31-12.Docx

FOR COUNCIL: July 22, 2013

**SUBJECT:** New World Systems Standard Software Maintenance Agreement Payment

**RECOMMENDATION/MOTION:** That the payment to New World Systems for a standard software maintenance agreement in the amount of $44,811 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** This agreement allows with City to support and maintain defined services and levels of service in the 911 Communications Center. Specifically, this agreement provides 24-hour support and maintenance to the Computer Aided Dispatch system used to dispatch police, fire, and ambulance units.

**BACKGROUND:** This standard software maintenance agreement payment is part of an agreement that is effective from 02/01/2012 to 01/31/2015. The original agreement was approved by Council on 01/23/2012. This payment covers the term of 08/01/2013 to 01/31/2014.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The FY 2014 Budget appropriated $45,931.50 to New World Systems for a standard software maintenance agreement 10015118-70530. The total cost for this software maintenance agreement is $44,811, which is $1,120.50 below the appropriated budget or 2.44%. Stakeholders may locate this purchase in the FY 2014 General Fund Budget Document on Page #266.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Darren R. Wolf, Communications Center Manager |
| Reviewed by: | R.T. Finney, Interim Chief of Police |
| Financial & Budgetary review by: | Timothy L. Ervin, CPFO, M.S., Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |
| Recommended by: | |

David A. Hales
City Manager

**Attachments:** Attachment 1. Invoice

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

*New World Systems*®
*The Public Sector Software Company*

# INVOICE

888 W. Big Beaver Rd., #600
Troy, MI 48084

(248) 269-1000

| | |
|---|---|
| Invoice Number: | 028419 |
| Invoice Date: | 7/15/2013 |
| PO Number: | |
| Terms: | Net 30 |
| Customer ID: | BLO1241 |

Mr. Darren R. Wolf
City of Bloomington
305 S. East Street
Bloomington, IL 61702

| | |
|---|---|
| SW Main.(SSMA): 8/1/13-1/31/14 | 44,811.00 |

SW Main.(SSMA): 8/1/13-1/31/14

| | |
|---|---|
| **Item Total:** | |
| **Sales Tax Total:** | |
| **Invoice Total:** | **$44,811.00** |

Customer #: 1241

SSMA Summary for

# *Bloomington, IL*

Billing frequency: Semi-Annual

**Coverage Period *** **8/1/2013** **To 1/31/2014**

| | Units | SSMA Not Yet Begun | Module SSMA | Total Billed |
|---|---|---|---|---|
| ***Software under SSMA Agreement*** | | | | |
| ***Aegis MSP Software*** | | | | 16,341 |
| **Computer Aided Dispatch (CAD)** | | | | |
| Additional LE CAD MSP View/Inquiry Users | 20 | | *548* | |
| Briefing Notes CAD MSP (Includes BOLOs) | 1 | | *1,206* | |
| CAD Mapping MSP | 1 | | *987* | |
| Combined LE/Fire/EMS CAD MSP | 8 | | *10,968* | |
| E-911 Interface MSP | 1 | | *987* | |
| Fire Records Interface MSP | 1 | | *658* | |
| Priority Dispatch ProQA for EMD Interface MSP | 1 | | *987* | |
| **Public Safety Interface Software** | | | | 2,084 |
| On-Line CAD Interface to State/NCIC MSP | 1 | | *987* | |
| State/NCIC Interface MSP | 1 | | *1,097* | |
| **Data Analysis/Crime Mapping/Mgt Reporting** | | | | 2,193 |
| Analysis Base With One Application | 1 | | *2,193* | |
| **Web Applications** | | | | 1,645 |
| Web CAD Monitor | 1 | | *1,645* | |
| ***Mobile Software*** | | | | 1,316 |
| **Mobile Management Server Software** | | | | |
| AVL Mapping Server | 100 | | *1,316* | |
| Base CAD/NCIC/Messaging | 100 | | *0* | |
| **Mobile Software on the RS6000** | | | | 9,432 |
| AVL Interface | 100 | | *1,426* | |
| Base Message Switch to NCIC | 100 | | *6,580* | |
| New World CAD Interface for Aegis/MSP | 100 | | *1,426* | |
| **Mobile Client Laptop Software** | | | | 8,335 |
| Fire CAD Via Switch (Messaging) | 20 | | *1,316* | |
| In Car Mapping | 60 | | *1,053* | |
| LE CAD Via Switch | 40 | | *2,632* | |
| LE State/NCIC via Switch | 40 | | *1,755* | |
| New World AVL | 60 | | *1,579* | |
| **Mobile Software on the 400 or MSP Server** | | | | 2,632 |
| AVL CAD Interface | 100 | | *1,426* | |
| MDT/MCT Base CAD/RMS Interface | 100 | | *1,206* | |
| ***ESRI Embedded Applications Software*** | | | | 833 |
| **ESRI Embedded Applications - Upgrades** | | | | |
| ArcGIS Standard Enterprise Server Integration | 1 | | *175* | |
| CAD Workstations Integration | 20 | | *0* | |
| Mobile In-Car Mapping Integration | 60 | | *658* | |

SSMA Summary for

***Bloomington, IL***

Customer #: 1241

Billing frequency: Semi-Annual

**Coverage Period * 8/1/2013 To 1/31/2014**

| | Units | SSMA Not Yet Begun | Module SSMA | Total Billed |
|---|---|---|---|---|
| **Total current billing amount** | | | | 44,811 |

| | |
|---|---|
| Total annual SSMA for all modules licensed ** | 44,811 |

* If the period covers more than one year, the amount shown is the annual cost for each year during the period.

** This is the annual SSMA total for all modules for the period. The amount billed may be less if any modules are still under warranty. Prepaid PSMA service hours are not included in this total.

FOR COUNCIL: July 22, 2013

**SUBJECT:** Application by Bloomington Normal (BN) Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday and Saturday, August 23 and 23, 2013 from 5:00 p.m. to 11:00 p.m.

**RECOMMENDATION/MOTION:** That the application by BN Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the BCPA, located at 600 N. East St., on Friday and Saturday, August 23 and 23, 2013 from 5:00 p.m. to 11:00 p.m. be approved., be created, contingent upon compliance with all applicable health and safety codes.

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

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application by Bloomington Normal (BN) Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., on Friday and Saturday, August 23 and 23, 2013 from 5:00 p.m. to 11:00 p.m. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel; and Tracey Covert, City Clerk; and Seth Carter and Jeremy Kelley, BN Jaycees and Applicant representatives.

Commissioners absent: Stephen Stockton.

Commissioner Renner opened the liquor hearing and requested that the Applicants address this application. He noted that Bruegala was an annual event. This year marked Bruegala's fourteenth (14th) year. Samples will be available in the BCPA Ballroom and sales by the glass would be available at Lincoln Festival Park in conjunction with concerts by Red Wanting Blue and David Mayfield Parade. Bruegala was a charity event.

Seth Carter and Jeremy Kelley, BN Jaycees and Applicant representatives, addressed the Commission. They served as the event co-chairpersons. This year, the plan was to serve beer in glass pints for a VIP Section. Last year, the beer was served in twelve ounce (12 oz.) plastic cups.

Commissioner Tompkins noted that this was an annual event which was well run. He informed the Commission that he had attended same in the past. Bruegala was professionally operated.

He informed Mr. Carter and Mr. Kelley that Liquor Commissioners have the right to enter and inspect the event. He stated his intention to attend Bruegala this year.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan that the application by BN Jaycees, requesting a Limited Liquor License, (LB), which would allow the sale of beer and wine only by the glass for consumption at the event called "Bruegala", a charitable fundraiser, to be held at the BCPA, located at 600 N. East St., on Friday and Saturday, August 23 and 23, 2013 from 5:00 p.m. to 11:00 p.m. be approved.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the July 9, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

Recommended by:

Tari Renner
Mayor

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

FOR COUNCIL: July 22, 2013

**SUBJECT:** Text Amendment to Chapter 31, Section 901 Changing the Closing Time at Friendship Park from 10:00 PM to 9:00 PM

**RECOMMENDATION/MOTION:** That the Text Amendment to Chapter 31. Section 901, Name Hours of Parks – Penalty, be approved and the Ordinance passed.

**STRATEGIC PLAN SIGNIFICANCE:** Goal 4 – Strong Neighborhoods; 4a - Residents feeling safe in their homes and neighborhoods; 4e - Strong partnership with residents and neighborhood associations; Goal 5 – Great Place – Livable, Sustainable City; 5d - Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** Currently, Chapter 31, Section 901 sets park hours as 6:00am to 10:00pm for all public parks in the City of Bloomington. Constitution Trail is closed one hour after sunset until one hour before sunrise.

Friendship Park, located at 719 W. Jefferson Street, is a very small mini-park that was created in the 1990's when the City made improvements to dead end Jefferson Street to address some problems in the neighborhood. On April 23, 2013, staff attended a meeting with residents in and around the Friendship Park area. Staff, along with a couple of alderman, heard requests from many of the attendees for Friendship Park to have an earlier closing time. Police Department staff in attendance acknowledged their interest in doing this to assist them with some of the neighborhood problems they are dealing with in this area.

The ordinance before you tonight will close Friendship Park between the hours of 9:00 p.m. and 6:00 a.m. If this change gets approved and the appropriate ordinance change adopted, enforcement will be paramount. This will require cooperation from the 1 full-time Park Police officer and the Bloomington Police Department to successfully implement an earlier closing time.

On July 11, 2013 the Public Safety Committee made a motion to recommend this text amendment to the full City Council for approval and adoption.

The ordinance also updates the list of City Parks.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Neighborhood residents in and around the 700 Block of West Jefferson, Jesus Coffee House, Bloomington Police Department

**FINANCIAL IMPACT:** The approval of this ordinance change will as indicated within the background section require the cooperation from the 1 full-time Park Police officer and the Bloomington Police Department to successfully implement an earlier closing time. These individuals are current City paid employees. Staff does not anticipate non-City resource will be used to enforce this ordinance therefore the financial impact will be very minimal to the City.

Respectfully submitted for Council consideration.

Prepared by: John R. Kennedy, Director of Parks, Rec & Cultural Arts

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Ordinance

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

**ORDINANCE 2013-____**

**AN ORDINANCE AMENDING SECTION 901 OF CHAPTER 31 OF THE BLOOMINGTON CITY CODE, LISTING THE PUBLIC PARKS AND ESTABLISHING CLOSING HOURS FOR FRIENDSHIP PARK**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON:**

SECTION ONE: That Section 901(a) of Chapter 31 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

(a) As used in this Section, the term "public parks" shall include Airport Park, Bloomington High School Tennis Courts, Buck-Mann Park, Evergreen Park, Ewing Parks I, II and III, Fell Avenue Park, Forest Park, Franklin Park, ~~Front Street Park~~, Withers Park, Highland Park, Holiday Park, Miller Park, Oakland School Park, O'Neil Park, Rollingbrook Park, Stevenson School Park, Suburban East Park, Sunnyside Park and Constitution Trail, Northpoint Park, Buckeye Park, ~~and~~ Angler's Lake Nature Preserve, Clearwater Park, Eagle Crest Park, Tipton Park, McGraw Park, Bittner Park, Atwood Wayside, Lincoln Park, Dawes Place, Friendship Park, Alton Depot, the Den at Fox Creek Golf Course, Lincoln Leisure Center, P.J. Ervin Park, Pepper Ridge Park, Prairie Vista Golf Course, Sale Barn Soccer Fields, Cedar Ridge Park, Emerson Park, Lincoln Oak Memorial Park, Marie Latta Park, R.T. Dunn Fields, Brookridge Park,Gaelic Park, Eagle View Park, The Grove Park, and Hershey Road Community Gardens.

SECTION TWO: That Section 901(b) of Chapter 31 of the Bloomington City Code, 1960, as amended, is further amended as follows (additions are indicated by underlines; deletions are indicated by strikeouts):

(b) Constitution Trail shall be closed between one hour after sunset and one hour before sunrise. Friendship Park shall be closed between the hours of 9:00 p.m. and 6:00 a.m. All other public parks in the City of Bloomington shall be closed between the hours of 10:00 p.m. and 6:00 a.m. Except as provided in subsection (c), no person shall enter or remain upon the premises of a public park in the City of Bloomington during hours said park is closed.

SECTION THREE: That the City Clerk be and she is hereby directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION FOUR: That this ordinance shall take effect immediately upon passage and approval.

SECTION FIVE: That this ordinance is adopted pursuant to Home Rule Authority granted the City of Bloomington by Article 7, Section 6, of the Illinois Constitution.

ADOPTED this ___ day of July, 2013.

APPROVED this _____ day of July, 2013.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: July 22, 2013

**SUBJECT:** Variance from Chapter 38, Section 123(a) of City Code to Allow a Driveway Approach Thirty-three Feet (33') Wide at 3013 Mirium Dr

**RECOMMENDATION/MOTION:** That the variance be approved.

**STRATEGIC PLAN LINK:** Goal 3 – Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 3.c. – Preservation of property/home valuation and 3.e. – Strong partnership with residents and neighborhood associations.

**BACKGROUND:** Staff has received a written request from Jim Kachelmuss, owner of 3013 Mirium Drive, to grant a variance to Chapter 38, Section 123(a) of City Code to allow a driveway approach 33 feet wide at the property line. This is an existing single family residence with a 2 car garage on a corner lot that has 128 feet of frontage along Mirium Drive which is where the existing 17 feet wide driveway approach is located. The driveway is currently 17 feet wide and the owner is asking permission to add 16 feet to the driveway to accommodate a third stall on the garage which will be constructed in conjunction with the driveway widening. City Code allows residential double wide driveways to be up to 20 feet wide at the property line and no more than one driveway entrance if the lot is less than 100 feet wide. One 33 feet wide driveway would be proposed for approval in lieu of two 20 foot wide driveway approaches. Driveway variances are recommended by the Public Works Department on a case by case basis after evaluation of criteria such as sight distance, width of adjacent roadway and amount of property frontage.

The following is the evaluation by staff on the different criteria:

- Sight distance – there are no identified issues with horizontal or vertical sight distance by allowing this variance.
- Width of adjacent roadway – the adjacent roadway is of sufficient width to allow the driveway widening without causing concern.
- Distance to intersection – The driveway is being expanded further away from the intersection so that is not a concern.
- Amount of property frontage – With 128 feet of frontage, this is enough to allow for expanding the existing driveway by 16 feet.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Owner Jim Kachelmuss

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Legal review by: J. Todd Greenburg, Corporation Counsel

Financial review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. City Code Citation – Chapter 38:Section 123(a)
Attachment 2. Aerial Map
Attachment 3. Correspondence and Sketch by owner

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

**City of Bloomington – City Code**

**Chapter 38 : Section 123 : Permit and Specifications for Driveways.**

No person shall construct, build, establish or maintain any driveway over, across or upon any public sidewalk or parkway without first obtaining a permit to do so from the City Engineer.

Where a proposed driveway is for parking lot, garages, gas stations and other commercial uses, such driveway may be established, built, constructed and maintained upon permit, provided that all other requirements of this Article dealing with driveways shall be fully complied with subject to the following limitations:

(a) A driveway approach which is proposed to be constructed shall be designed with the proposed volume and type of vehicles which will be using it as design criteria. The design shall be such that a vehicle entering or leaving the premises may do so without leaving the proper traffic lane on the street or driving over the curb outside of the drive approach areas. In no case shall the opening for residential property be more than 16 feet (16') at the property line for a single driveway and 20 feet (20') at the property line for a double driveway. In multi-family, commercial and industrial areas the openings shall be no more than 35 feet (3S') at the property line if one driveway is requested and no more than 30 feet (30') at the property line if two driveway openings are requested. In residential areas, only one driveway opening will be allowed if the lot width is less than 100 feet (100'). (Ordinance No. 1990-16)

CITY OF BLOOMINGTON

Public Works Department

# 3013 Mirium Drive - driveway width variance

50 25 0 Feet

To whom in may concern,

We are discussing the possibility of adding a 14 foot garage addition to the west side of our existing garage at 3013 Mirium Drive, Bloomington, IL 61704

We would like to ask you to consider allowing us to add approximately 14 foot to our existing drive way. This would require cutting out and removing approximately 16 foot of curb to allow a straight approach from the roadway to the driveway and assess to the new addition.

Attached are three photos showing the following:

Photo 1 – showing our existing driveway and approach.

Photo 2 –the shovel showing the approximate location of removing 16 feet of curb for the approach.

Photo 3 – showing the approximate location of our lot line which is approximately 20 feet from where the curb would be removed.

Please let us know if you have any questions, concerns or desire any additional information.

Your consideration if greatly appreciated.

Jim and Becky Kachelmuss

3013 Mirium Drive
Bloomington, IL 61704
309-261-4679

W →

Photo #2

Existing Driveway & approach -

Existing approach - 17'

Jim & Becky Kachelmyss

3013 Milium - Bloomington

309-261-4679

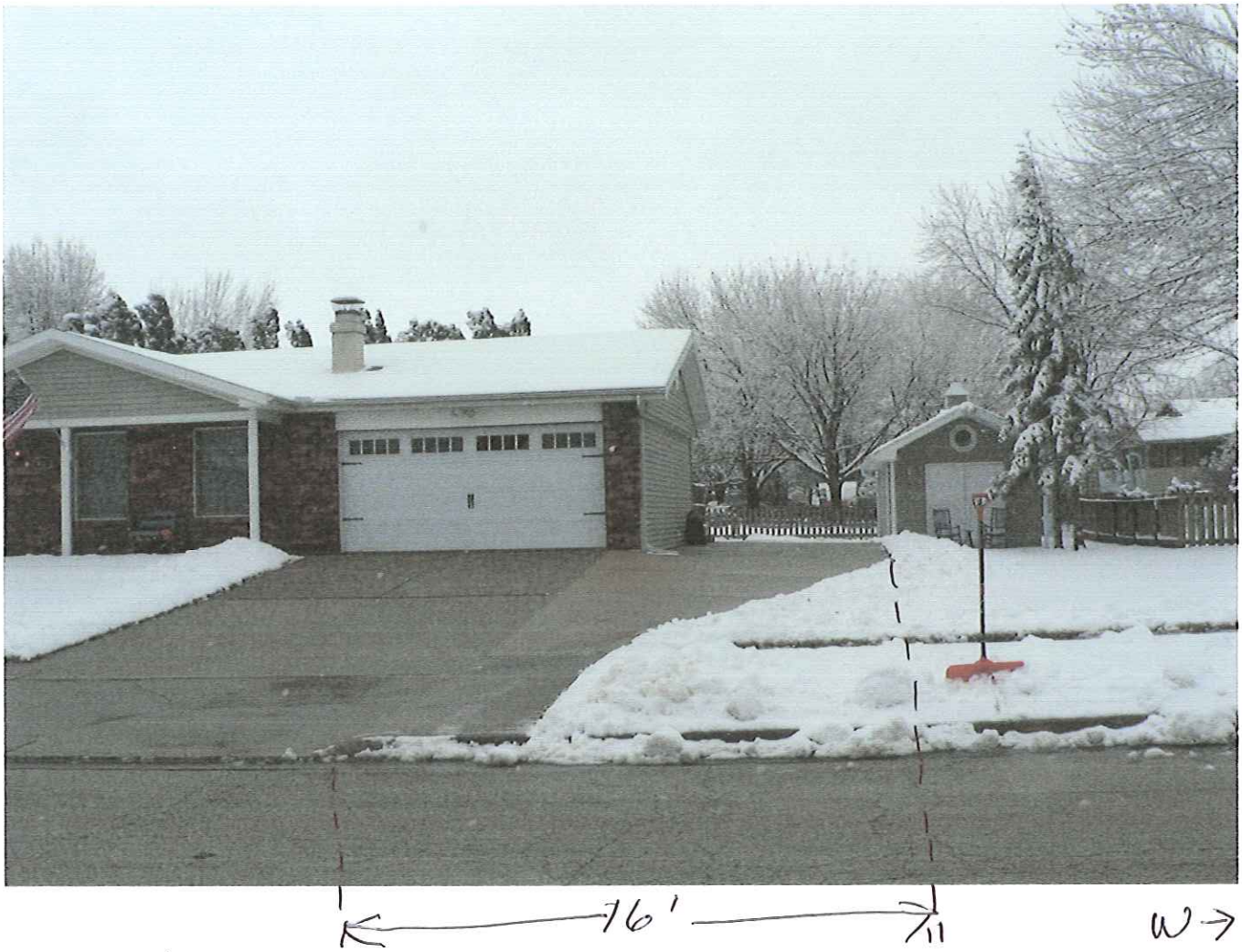


Photo # 2
Proposed additional approach - 16'
Total Approach 17' + 16' = 33'

Jim : Becky Kachelmuss
3013 Mirium Drive - Bloomington
309- 261- 4679

W →

Photo #3

Distance from proposed west side of approach to Lot Line - approximately 30'

Jim & Becky Kuchelmiss
3013 Mirium Drive - Bloomington
309-261-4679

FOR COUNCIL: July 22, 2013

**SUBJECT:** Extension of the existing expired Fox Creek Village Planned Unit Development (PUD) Preliminary Plan

**RECOMMENDATION/MOTION:** That the City Council approves the extension of the existing expired Fox Creek Village PUD Preliminary Plan for a time not to exceed 120 days.

**STRATEGIC PLAN SIGNIFICANCE:** Having a good preliminary plan for subdivisions is one of the first steps in creating a Livable, Sustainable City (Goal 5). A temporary reinstatement of this preliminary plan is a first step in continued work with the developers to improve short comings an older plan.

**BACKGROUND:** The Fox Creek Developments began in 1993 with the coinciding development of the Fox Creek Golf Course. In May of 2003 the City Council approved a preliminary plan for the Fox Creek Village PUD. The last final plat approved for this development was August, 2005. This PUD was a compact development with a mix of duplexes and single family homes on private streets. This preliminary plan continued until recently when the developers filed for approval of the final plat for the third addition to Fox Creek Village PUD. It was determined that due to time constraints in the Subdivision Ordinance, Chapter 24, the preliminary plan had expired. In short, the economic downturn in the past several years caused the development to halt for enough time that it caused the preliminary plan to expire. Without a valid preliminary plan a final plat cannot be approved.

With the previous preliminary plans expired, the petitioners began the process of establishing a new preliminary plan. They submitted new plans for review by staff and the planning commission. The new preliminary plan was nearly identical to the expired plan. During staff review it was determined there were several development issues, that while approved originally, staff had concerns in moving forward. These concerns involved, among other things, public safety issues including emergency vehicle and pedestrian access throughout the subdivision.

To this point the petitioners have be working diligently with staff to address these issues and have developed a new preliminary plan staff feels very good about. However, due to some short timing issues including completing the new preliminary plan and new home sales on lots that cannot presently be final platted, the petitioners are requesting an extension of the preliminary plan as allowed by the Subdivision Code, Chapter 24, Section 3.2.9, Extension of a Preliminary Plan. By extending the originally approved preliminary plan, the petitioners can final plat the lots needed for construction of the homes currently under contract. This also provides the time needed for the petitioner to finish the new preliminary plan so it can be reviewed by staff and the planning commission.

Staff is in agreement with this process. However, in an effort to keep from making the old plan open ended, staff is recommending the approval have a 120 day expiration date. This should be an adequate amount of time for the new plan to be worked out and vetted through the approval process.

On July 10, 2013 the Planning Commission met to discuss the progress of the revised Preliminary Plan for the Fox Creek Village PUD. Staff explained the current sequence of events and the request being made of the Council. The Commission voted to continue the meeting on

the Fox Creek Village PUD until August 14, 2013. As part of their motion they also voted to recommend the Council approve extension of the old preliminary plan for a period not to exceed 120 days.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** There is no additional requirement for public notice for the Council to take the action requested here. However, the new preliminary plan is currently working its way through the planning commission where public notice has been given, signage has been placed on the property, and direct mailings have been sent.

**FINANCIAL IMPACT:** There are no particular financial impacts to the City if the City Council approves this recommended action. However, there is the possibility there could be a financial impact once the final outcome of the new preliminary plan has been determined. This financial impact will be addressed when these impacts become known and applicable to the City.

Respectfully submitted for Council consideration.

Prepared by: Mark R. Huber, Director of PACE

Reviewed by: Barb Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: Todd Greenburg, Corporation Council

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Ordinance
Attachment 2. Plats

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Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

ORDINANCE NO. 2013-____

AN ORDINANCE EXTENDING THE FOX CREEK PUD
PRELIMINARY PLAN

Whereas, the Land Subdivision Code of the City of Bloomington (Bloomington City Code, 1960, as amended, Chapter 24) regulates the manner in which land within the corporate limits of the City of Bloomington is subdivided into smaller lots, including provisions for preliminary plans of proposed developments showing public and private infrastructure, and

Whereas, such planning promotes the public health, safety and welfare by permitting the City staff, the City Planning Commission, and the City Council the opportunity to review private developments and to provide input for safe movement of pedestrians and vehicles, adequate space for recreational uses, and adequate provisions for water, sewer, gas, electricity and other needed infrastructure, and

Whereas, the City is reexamining its policies regarding whether provisions for private streets and waiver of sidewalks serves the long-term needs of the residents of the City; and

Whereas, the preliminary plan for the Fox Creek PUD has expired and, although the City is willing to revive and extend the preliminary plan for a short period of time in order to permit the filing of a final plat for Fox Creek Village, 3rd Addition, the City staff is in the process of reviewing a new preliminary plan for Fox Creek PUD which provides more adequate access for emergency vehicles and pedestrian access to nearly schools and does not desire to further encourage development of Fox Creek PUD under the original preliminary plan, the City Council of the City of Bloomington is reviving and extending the original Fox Creek PUD preliminary plan for a term not to exceed 120 days from the date of this action:

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

That the preamble to this ordinance is hereby incorporated by reference and made a part of this ordinance, and that the preliminary plan of Fox Creek PUD, originally approved on May 27, 2003, is revived and extended for a term not to exceed 120 days from July 22, 2013.

PASSED this 22nd day of July 2013.

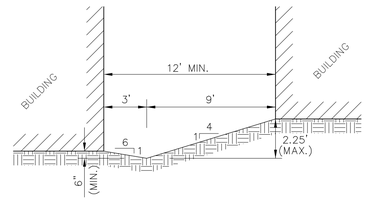
APPROVED:

_____
Tari Renner, Mayor

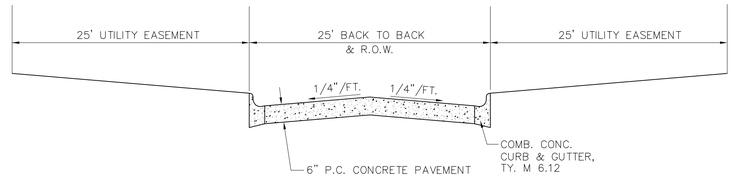
ATTEST:

_____
City Clerk

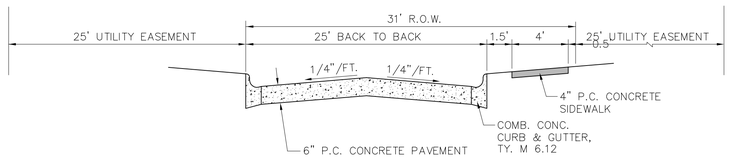
(Seal)




TYPICAL GRADING BETWEEN BUILDINGS




TYPICAL STREET SECTION




TYPICAL STREET SECTION
WITH SIDEWALK

PRELIMINARY

| Revisions | | |
|---|---|---|
| # | Date: | Initials: |
| 1 | 5/14/13 | RLW |
| 2 | 8/25/03 | RLW |
| 3 | 5/15/13 | SJB |
| 4 | 7/5/13 | RLW |


ENGINEERS ARCHITECTS SURVEYORS SCIENTISTS
Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax
www.f-w.com


Drawn: RLW Date: 4-24-03
Checked: DLA Book No.: -

FOX CREEK VILLAGE
BLOOMINGTON, ILLINOIS

PRELIMINARY
DEVELOPMENT PLAN

Sheet No.: SHEET 4 OF 4
Project No.: 0130598.00 File No.: 24-7084


XRef Files: \zoning | \xdd1 | \xpipe | \xpipe | \xgrd1 | \st1.w | \zones check # 94 | \zmap | \dirt check 9-13-06 | \eredmon | L:\fox creek subdivision\fox creek village\revised prelim 2003\dwg\FOX CREEK VILLAGE-NEW.DWG | DATE: 01/30/2012 | Time: 15:58 |

# FOX CREEK VILLAGE
# PRELIMINARY DEVELOPMENT PLAN
# BLOOMINGTON, ILLINOIS

Notes:

1) The site is zoned R-2 and contains 26.25 acres. Lot 1 contains an existing clubhouse and two existing condominium type ownership units. Lot 2 contains 26 existing condominium type ownership units. Lots 3 through 112 contain 110 single family homes. Lot 113 contains a tennis court and off-street parking. Lots 114 through 120 are outlots for off-street parking areas.

2) Everett Court and Westbrook Drive are platted as utility and access easements, and will be re-platted as private streets and maintained by a homeowner's association.

3) All proposed streets will be platted as private streets and maintained by a homeowner's association.

4) All sanitary sewer, storm sewer, and water main shall be built within easements and dedicated to the City of Bloomington. Draintiles shall be private and contained in easements and maintained by the homeowner's association.

5) All off-street parking areas will be platted as outlots and maintained by a homeowner's association.

6) Storm water detention is provided by an existing detention basin along the south boundary of the site by annexation agreement.

7) No portion of this property lies within the special flood hazard zone.

8) Topography is from Farnsworth Group field survey dated March, 1994.

9) Parkland dedication has been previously satisfied by dedication of The Den at Fox Creek Golf Course.

10) Minimum distance between buildings shall be 12'.

11) All buildings shall be served by a sump pump discharge connected to the storm sewer system.

12) Each residential building shall have a two car attached garage. 39 additional guest parking spaces are provided at various locations shown on the plan. Streets shall be posted No Parking.

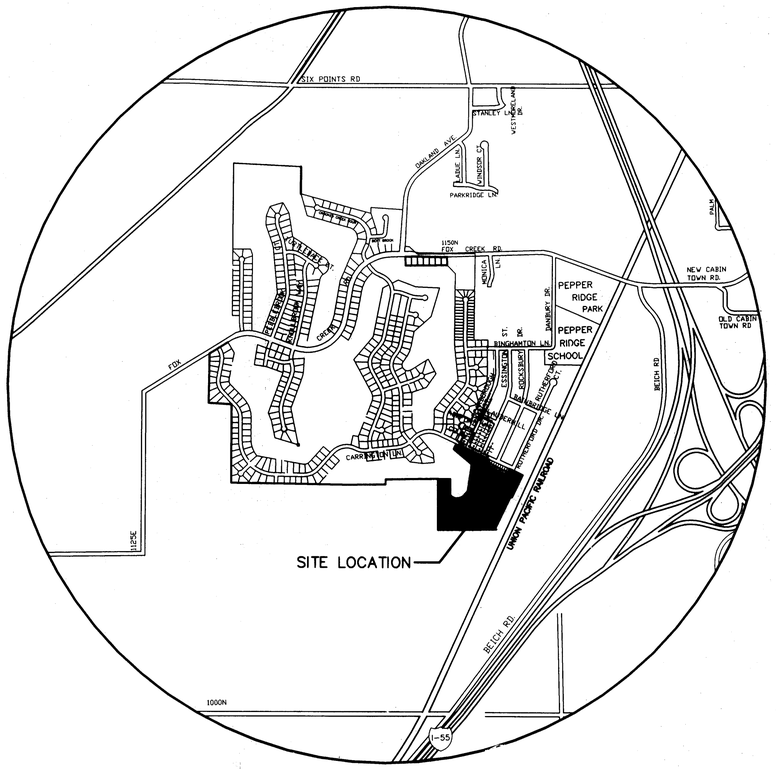
13) All areas within the private streets to the building setback lines shall be dedicated as utility easements.

14) Density, floor area, open space, and common recreational space for this site area as follows:

| Ratio | City Code | 140 Units (as shown) |
|---|---|---|
| Net density (units/acre) | 10.0 Max. | 5.33 |
| Floor area (% of land area) | 40.0 % of Max. | 28% |
| Open Space (% of land area) | 72.0% Min. | 72% |
| Common Recreation Space (% of land area) | 5.2% Min. | 1.35% |

Waivers:

1) Cul-de-sac length as shown shall exceed 1,200 feet and 15 lots fronting thereon.




LOCATION MAP

N

N.T.S.

## BENCHMARKS:

1. TOP OF FIRE HYDRANT N.W. COR WESTBROOK & WINDING WAY
   U.S.G.S. ELEV.=773.85
2. TOP OF FIRE HYDRANT AT NN.E.COR ROCKBURY & WINDING WAY
   U.S.G.S. ELEV.=784.84

## INDEX TO SHEETS


| SHEET NO. | TITLE |
|---|---|
| 1 | COVER SHEET |
| 2 | KEY MAP |
| 3-4 | PRELIMINARY DEVELOPMENT PLAN |



## OWNER/DEVELOPER

LAND TRUST CC-1
c/o JACK O. SNYDER
#1 BRICKYARD DRIVE
BLOOMINGTON, ILLINOIS 61701
(309) 664-1880

## ATTORNEY

MERCER TURNER
#1 BRICKYARD DRIVE
BLOOMINGTON, ILLINOIS 61701
(309) 662-3078

## ENGINEER

DONALD L. ADAMS, P.E.
FARNSWORTH GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435


ECOMMENDATION OF PRELIMINARY DEVELOPMENT PLAN APPROVAL BY
HE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Development Plan of
ox Creek Village shown hereon is recommended
the Planning Commission of Bloomington, Illinois, for City
ouncil approval with the modifications contained in Appendix A (if
y), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date: May 14, 2003

By: _____ Chairman

By: _____ Executive Secretary

N TICE OF APPROVAL OF PRELIMINARY DEVELOPMENT PLAN BY THE CITY
C UNCIL OF BLOOMINGTON, ILLINOIS:

"The Preliminary Development Plan of Fox Creek Village
wn hereon has received approval by the City Council
o Bloomington, Illinois, subject to the modifications contained in
A endix A which is attached hereto."

The City Council of Bloomington, Illinois

Date: May 27, 2003

By: _____ Mayor

A est:

_____ City Clerk

**ORDINANCE 2003-53**

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS: CONTRACTORS SHALL CALL THE TOLL REE J.U.L.I.E. TELEPHONE NUMBER, 1-800-892-0123, BEFORE STARTING EXCA TION. ALLOW 48 HOURS FOR OTHER THAN EMERGENCY ASSISTANCE.

DONALD L. ADAMS 040157 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

Donald L Adams

N.W. 1/4 SEC. 19, T.23 N., R.2 E., 3 P.M.
& PT. SEC. 13 & 14, T.23 N., R.2 E., 3 P.M.

| Revisions | | |
|---|---|---|
| # | Date: | Initials: |
| 1 | 5/14/03 | RLW |
| 2 | 6/25/03 | RLW |


Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax
www.f-w.com


Drawn: RLW Date: 4-24-03
Checked: DLA Book No.: 2119

FOX CREEK VILLAGE
BLOOMINGTON, ILLINOIS

COVER SHEET

1141-0

Sheet No.: 1 OF 4

Project No.: 103897 File No.: 24-7004


XRef Files:
| mxrmm | L:\Vesmcf\Vyvisted prelim 2003\dwg\FOXKLLOVERSHEET.DWG | DATE: 05/14/2003 | Time: 11:41 |

DESCRIPTION OF PROPERTY:

TRACT 1:

Lot 2 in Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, per plat recorded as Document No. 95-26592, McLean County, Illinois, being a part of the Northwest Quarter of Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, containing 14.39 acres.

TRACT 2:

A part of Lots 3 and 4 in Capen's Subdivision of Part of Sections 13 and 24, Township 23 North, Range 1 East of the Third Principal Meridian, and of part of Sections 18 and 19, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southernmost Corner of Lot 74 in Pepper Ridge Subdivision in the City of Bloomington, Illinois, per plat recorded as Document No. 91-14640, McLean County, Illinois. From said Point of Beginning, thence northwest 235.00 feet along the Southwesterly Line of said Lot 74 and the Southwesterly Right-of-Way Line of Carrington Lane in said Pepper Ridge Subdivision to the Easternmost Corner of Lot 248 in Pepper Ridge Subdivision First Addition in the City of Bloomington, Illinois, per plat recorded as Document No. 92-31034, McLean County, Illinois; thence southwest 110.00 feet along the Southeasterly Line of said Lot 248 which forms an angle to the right of 90°-00'-00" with the last described course to the Southernmost Corner thereof; thence northwest 120.00 feet along the Southwesterly Lines of said Lot 248 and Lots 247 and 246 in said First Addition which form an angle to the right of 270°-00'-00" with the last described course to Point No. 229, being a point on the Southeasterly Line of Lot 2 as shown on the Plat of Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, recorded as Document No. 95-26592, McLean County, Illinois; thence southwest 800.10 feet along said Southeasterly Line which forms an angle to the right of 90°-00'-00" with the last described course to a point on the South Line of said Lot 2, being Point No. 226 on said plat; thence west 703.34 feet along said South Line which forms an angle to the right of 243°-57'-52" with the last described course to the Southwest Corner of said Lot 2 being a point on the West Line of Lot 4 in said Capen's Subdivision and also Point No. 468 on said plat; thence south 242.80 feet along the West Line of said Lot 4 which forms an angle to right of 90°-00'-00" with the last described course; thence east 980.28 feet along a line parallel with the South Line of said Lot 2 which forms an angle to the right of 90°-00'-00" with the last described course to a point on the Northwesterly Right-of-Way Line of the former Chicago and Alton Railroad, said Right-of-Way Line being also the Southeasterly Line of said Lot 4; thence northeast 5.50 feet along the Southeasterly Line of said Lot 4 which forms an angle to the right of 116°-00'-45" with the last described course; thence northwest 25.00 feet along said Southeasterly Line which forms an angle to the right of 90°-00'-00" with the last described course; thence northeast 600.00 feet along said Southeasterly Line which forms an angle to the right of 270°-00'-00" with the last described course; thence southeast 25.00 feet along said Southeasterly Line which forms an angle to the right of 270°-00'-00" with the last described course; thence northeast 401.20 feet along said Southeasterly Line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning, containing 11.86 acres.

Tracts 1 and 2 combined contain 26.25 acres.

NOT TO SCALE

| Revisions # | Date: | Initials: |
|---|---|---|
| 1 | 7/14/03 | RLW |
| 2 | 8/20/03 | RLW |


Farnsworth GROUP
ENGINEERS ARCHITECTS SURVEYORS SCIENTISTS
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax
www.f-w.com

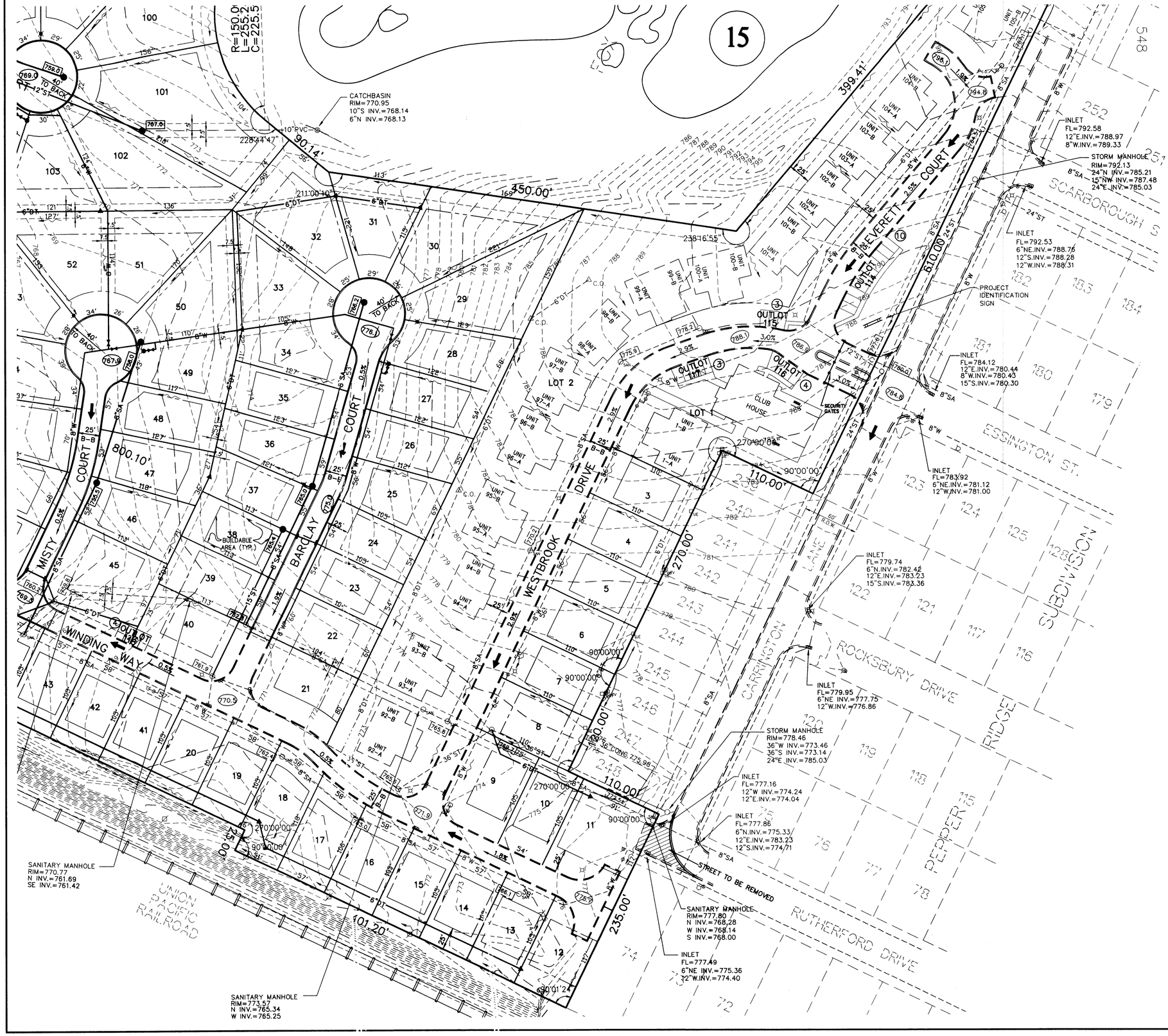

Drawn: RLW Date: 4-24-03
Checked: DLA Book No.: -

FOX CREEK VILLAGE
BLOOMINGTON, ILLINOIS

KEY MAP
1141-O

Sheet No.: SHEET 2 OF 4
Project No.: 103297 File No.: 24-7084


User Files | \Current | \Xrefs | \Logos | \Templates | \Layout | \Plot.ctl | \Cross check (LRK) | \Prints | \Trash | \Vac crash dumps\Current path: J:\2003\Eng\FOX CREEK VILLAGE-RESIDENCE | DATE: 08/20/2003 | Time: 11:08




0 25 50 100
SCALE: 1"=50'

## LEGEND

### EXISTING

- IRON ROD
- SIGN
- FIRE HYDRANT
- WATER VALVE
- LIGHT
- GAS METER
- ELECTRIC
- UNDERGROUND TELEPHONE PEDESTAL
- POWER POLE
- DOWN GUY
- MANHOLE
- INLET
- STREET LIGHT
- 24"ST — STORM SEWER
- 8"SAN — SANITARY SEWER
- 6"W — WATER MAIN
- UT — UNDERGROUND TELEPHONE LINE
- E — OVERHEAD ELECTRIC LINE
- G — GAS MAIN
- 800 — GROUND CONTOUR
- UTILITY EASEMENT LINE AS DIMENSIONED
- 25' BUILDING SETBACK LINE

### PROPOSED

- 810.0 — PAVEMENT ELEVATION
- 800.0 — INVERT ELEVATION
- GATE VALVE
- FIRE HYDRANT
- MANHOLE OR INLET
- CLEANOUT
- (11) — NUMBER OF PARKING SPACES
- CURB INLET
- 8"W — WATERMAIN
- 8"SA — SANITARY SEWER
- 15"ST — STORM SEWER
- FLOOD ROUTE
- 2.8% — PAVEMENT SLOPE
- STREET LIGHT

| Revisions | | |
|---|---|---|
| # | Date: | Initials: |
| 1 | 5/14/03 | RLW |
| 2 | 6/20/03 | RLW |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Drawn: RLW Date: 4-24-03
Checked: DLA Book No.: -

# FOX CREEK VILLAGE
# BLOOMINGTON, ILLINOIS

## PRELIMINARY DEVELOPMENT PLAN
## 1141-O

Sheet No.: SHEET 3 OF 4
Project No.: 103297 File No.: 24-7084


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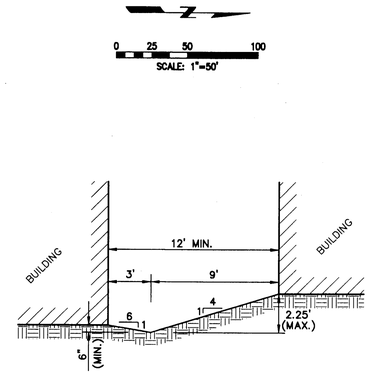
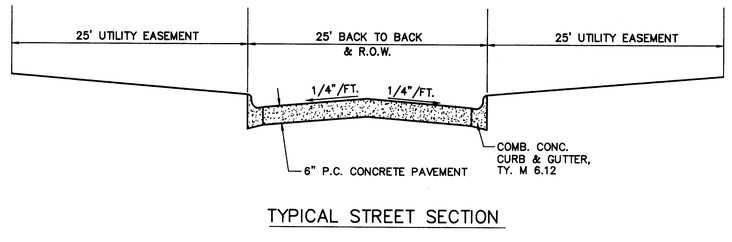



TYPICAL GRADING BETWEEN BUILDINGS




TYPICAL STREET SECTION

| Revisions | | |
|---|---|---|
| # | Date: | Initials: |
| 1 | 1/14/03 | RLW |
| 2 | 11/25/03 | RLW |


Farnsworth GROUP
ENGINEERING ARCHITECTURE SURVEYING SCIENCES
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Drawn: RLW Date: 4-24-03
Checked: DLA Book No.: -

FOX CREEK VILLAGE
BLOOMINGTON, ILLINOIS

PRELIMINARY DEVELOPMENT PLAN
1141-O

Sheet No.: SHEET 4 OF 4
Project No.: 103297 File No.: 24-7084


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FOR COUNCIL: July 22, 2013

**SUBJECT:** Petition from Fox Creek Village, LLC Requesting Approval of a Final Plat for Fox Creek Village, 3rd Addition, Located South of Fox Creek Rd. and West of Union Pacific Railroad

**RECOMMENDATION/MOTION:** That the Final Plat be approved and the Ordinance passed.

**STRATEGIC PLAN LINK:** Goal 3: Strong Neighborhoods, Goal 4: Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:** Approval of this plat allows the property to become viable to sell and to be used in a beneficial way.

**BACKGROUND:** The original preliminary plan for the Fox Creek Village Planned Unit Development was passed by council on May 23, 2003. The last approved final plat for this area was passed by council on August 25, 2008. Since over three years have elapsed since the last final plat, the preliminary plan for this area has expired. The last approved construction plans for an addition to this subdivision (Fox Creek Village 3rd Addition) were approved by the City on July 23, 2010, before the preliminary plan had expired. The developer delayed construction until spring of 2013. Technically construction of infrastructure for the 3rd addition has occurred while the preliminary plan was expired. This final plat is being submitted in conjunction with a temporary reinstatement of the existing preliminary plan to allow the developer to proceed with construction of several houses along Misty Lane (Court).

The subject final plat includes the following minor deviations from the preliminary plan approved on 5/27/2003:

- An additional six feet of private right of way on Misty Lane (Court) and Winding Way for sidewalks.
- The parking area on winding way has been shifted to allow for sidewalk on Winding Way.
- The end of the cul-de-sac will be extended to Winding Way in a future amended preliminary plan
- The street name has been changed from Misty Court to Misty Lane, as it will not be a cul-de-sac in the future amended preliminary plan.

The deviations from the existing preliminary plan have been made to comply with the future amended preliminary plan.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Fox Creek Village, LLC

**FINANCIAL IMPACT:** All survey, plat and recording costs are paid by Fox Creek Village, LLC.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, CPFO, M.S., Budget Officer

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Map
Attachment 2. Plat

---

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )
) ss.
County of McLean )

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

Now comes Fox Creek Village, LLC, an Illinois limited liability company hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Third Addition to Fox Creek Village PUD Subdivision

3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None other than permitted by the Preliminary Plan and/or Annexation Agreement.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

FOX CREEK VILLAGE, LLC,
By Snyder Properties Trust, Member,

By: Stephen W. Snyder, One of its Trustees

**ORDINANCE NO. 2013 - _____**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE THIRD ADDITION TO FOX CREEK VILLAGE PUD SUBDIVISION**

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 the Third Addition to Fox Creek Village PUD Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: None other than permitted by the Preliminary Plan and/or Annexation Agreement; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Third Addition to Fox Creek Village PUD Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.

2. That this Ordinance shall be in full force and effective as of the time of its passage this _____ day of July, 2013.

APPROVED:

_____
Mayor

ATTEST:

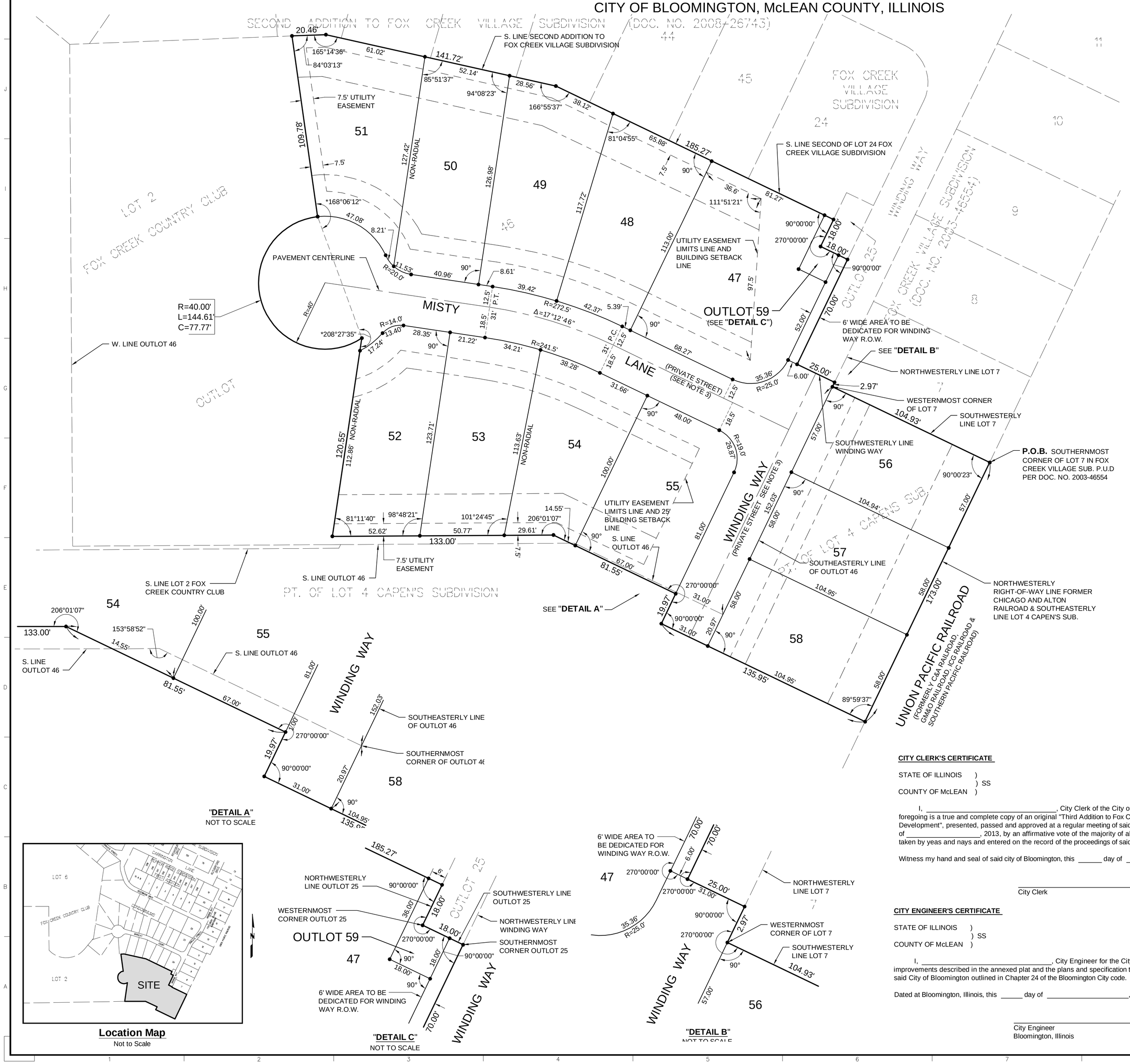
_____
City Clerk

**Exhibit A – Legal Description**

Outlot 46 in the Second Addition to Fox Creek Village Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2008-26743 in the McLean County Recorder's Office, being a part of the Northwest Quart of Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, and a part of Lot 4 in Capen's Subdivision of Part of Sections 13 and 24, Township 23 North, Range 1 East of the Third Principal Meridian, and a part of Sections 18 and 19, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southernmost Corner of Lot 7 in Fox Creek Village Subdivision Planned Unit Development in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2003-46554 in said Recorder's Office. From said Point of Beginning, thence southwest 173.00 feet along the Northwesterly Right-of-Way Line of the former Chicago and Alton Railroad, said Right-of-Way line also being the Southeasterly Line of Lot 4 in Capen's Subdivision; thence northwest 129.95 feet along a line which forms an angle to the left of 89°-59'-37" with the last described course; thence northeast 19.97 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence northwest 76.16 feet along a line which forms an angle to the left of 270°-00'-00" with the last described course to a point on the South Line of said Outlot 46; thence east 2.28 feet along said South Line which forms an angle to the left of 26°-01'-08" with the last described course; thence southeast 99.11 feet along said South Line which forms an angle to the left of 153°-58'-52" with the last described course to the Southernmost Corner of said Outlot 46; thence northeast 152.03 feet along the Southeasterly Line of said Outlot 46 which forms an angle to the left of 270°-00'-00" with the last described course to the Westernmost Corner of said Lot 7; thence southeast 104.93 feet along the Southwesterly Line of said Lot 7 which forms an angle to the left of 90°-00'-00" with the last described course to the Point of Beginning.

# THIRD ADDITION TO FOX CREEK VILLAGE SUBDIVISION
# PLANNED UNIT DEVELOPMENT

PART OF NW 1/4 SEC 19, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS







**Location Map**
Not to Scale

"**DETAIL A**"
NOT TO SCALE




"**DETAIL C**"
NOT TO SCALE




"**DETAIL B**"
NOT TO SCALE

**SURVEYOR'S DECLARATION**

The following described property has been surveyed and platted under my direction:

A part of Outlot 46 in the Second Addition to Fox Creek Village Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2008-26743 in the McLean County Recorder's Office, being a part of the Northwest Quarter of Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, and a part of Lot 4 in Capen's Subdivision of Part of Sections 13 and 24, Township 23 North, Range 1 East of the Third Principal Meridian, and a part of Sections 18 and 19, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southernmost Corner of Lot 7 in Fox Creek Village Subdivision Planned Unit Development in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2003-46554 in said Recorder's Office. From said Point of Beginning, thence southwest 173.00 feet along the Northwesterly Right-of-Way Line of the former Chicago and Alton Railroad, said Right-of-Way Line also being the Southeasterly Line of Lot 4 in said Capen's Subdivision; thence northwest 135.95 feet along a line which forms an angle to the left of 89°-59'-37" with the last described course; thence northeast 19.97 feet along a line which forms an angle to the left of 90°-00'-00" with the last described course; thence northwest 81.55 feet along a line which forms an angle to the left of 270°-00'-00" with the last described course; thence east 133.00 feet along a line which forms an angle to the left of 206°-01'-07" with the last described course; thence northerly 120.55 feet along a line which forms an angle to the left of 81°-11'-40" with the last described course; thence westerly, northerly and northeasterly 144.61 feet along the arc of a curve concave to the northeast with a radius of 40.00 feet and the 77.77 foot chord of said arc forms an angle to the left of 208°-27'-35" with the last described course; thence northerly 109.78 feet along a line which forms an angle to the left of 168°-06'-12" with the last described chord to a point on the South Line of said Second Addition to Fox Creek Village Subdivision; thence east 20.46 feet along said South Line which forms an angle to the left of 84°-03'-13" with the last described course; thence southeasterly 141.72 feet along said South Line which forms an angle to the left of 165°-14'-36" with the last described course; thence southeast 185.27 feet along said South Line and the South Line of Lot 24 in Fox Creek Village Subdivision according to the plat recorded as Document No. 2003-46554 in said Recorder's Office, which forms an angle to the left of 166°-55'-37" with the last described course to a point on the Northwesterly Line of Outlot 25 in said Fox Creek Village Subdivision; thence southwest 18.00 feet along said Northwesterly Line which forms an angle to the left of 90°-00'-00" with the last described course to the Westernmost Corner of said Outlot 25; thence southeast 18.00 feet along the Southwesterly Line of said Outlot 25 which forms an angle to the left of 270°-00'-00" with the last described course to the Southernmost Corner of said Outlot 25, said Southernmost Corner being on the Northwesterly Line of Winding Way as dedicated in said Fox Creek Village Subdivision; thence southwest 70.00 feet along said Northwesterly Line of Winding Way which forms an angle to the left of 90°-00'-00" with the last described course; thence southeast 25.00 feet along the Southwesterly Line of said Winding Way which forms an angle to the left of 270°-00'-00" with the last described course to a point on the Northwesterly Line of Lot 7 in said Fox Creek Village Subdivision; thence southwest 2.97 feet along said Northwesterly Line of Lot 7 which forms an angle to the left of 90°-00'-00" with the last described course to the Westernmost Corner of said Lot 7; thence southeast 104.93 feet along the Southwesterly Line of said Lot 7 which forms an angle to the left of 270°-00'-00" with the last described course to the Point of Beginning.

This property contains 2.29 acres and has been subdivided into 12 lots, numbered 47 through 58, inclusive, 1 Outlot, numbered 59, the private streets and easements as shown. Said Subdivision is to be known as "Third Addition to Fox Creek Village Subdivision" a Planned Unit Development 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. 17113C0483E, Community No. 170490 dated July 16, 2008.

Witness my hand and seal this 12th day of July, 2013.

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

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

BRENT A. BAZAN
3715
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
BLOOMINGTON, ILLINOIS

DATE: _____
EXP. DATE: 11-30-2014

DESIGN FIRM REGISTRATION NO. 184-001856

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

**NOTES:**

1. Lines extending from curved lines are radial unless noted otherwise.
2. Distances shown on curved lines are chord distances unless noted otherwise.
3. Misty Lane and Winding Way are to be private street rights-of-way, subject to utility and access easements for municipal use by the City of Bloomington covering all of said private street rights-of-way.
4. The drain tiles located in this subdivision are to be privately owned and maintained by the Homeowner's Association.

SCALE: 1"=30'

**LEGEND**

- IRON ROD
- R= RADIUS
- 15' WIDE UTILITY EASEMENT LIMITS LINE UNLESS NOTED OTHERWISE
- 25' BUILDING SETBACK LINE UNLESS NOTED OTHERWISE

**CITY CLERK'S CERTIFICATE**

STATE OF ILLINOIS )
) SS
COUNTY OF McLEAN )

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "Third Addition to Fox Creek Village Subdivision Planned Unit Development", presented, passed and approved at a regular meeting of said City Council, held on the _____ Day of _____, 2013, 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 _____, 2013.

_____
City Clerk

**CITY ENGINEER'S CERTIFICATE**

STATE OF ILLINOIS )
) SS
COUNTY OF McLEAN )

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification 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 _____, 2013.

_____
City Engineer
Bloomington, Illinois

**OWNER / DEVELOPER:**
LAND TRUST CC-1
c/o JACK O. SNYDER
1 BRICKYARD DRIVE
BLOOMINGTON, IL 61701
(309) 664-1880

N.W. 1/4 SEC. 19, T.23N., R.2E. 3P.M.


ENGINEERS
ARCHITECTS
SURVEYORS
SCIENTISTS

Farnsworth GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / (309) 663-1571 Fax

www.f-w.com


ISSUE:

| # | Date: | Description: |
|---|---|---|

PROJECT:
PLANNED UNIT DEVELOPMENT

**THIRD ADDITION TO FOX CREEK VILLAGE SUBDIVISION**

BLOOMINGTON, ILLINOIS

| | |
|---|---|
| Date: | 05-10-13 |
| Design/Drawn: | SJB |
| Reviewed: | |
| Book No.: 2614 | Field: |
| Project No.: | 0100359.00 |

SHEET TITLE:
**FINAL PLAT**

SHEET NUMBER:
**1**

File No.: 24-8810

[ sbogue | S:\McLEAN\BLOOMINGTON\PLAT\0100359.00 – Fox Creek Village 3rd Addition\Dwg\FOX CREEK VILLAGE THIRD ADDITION FP.dwg | 7/17/2013 8:42 AM ]

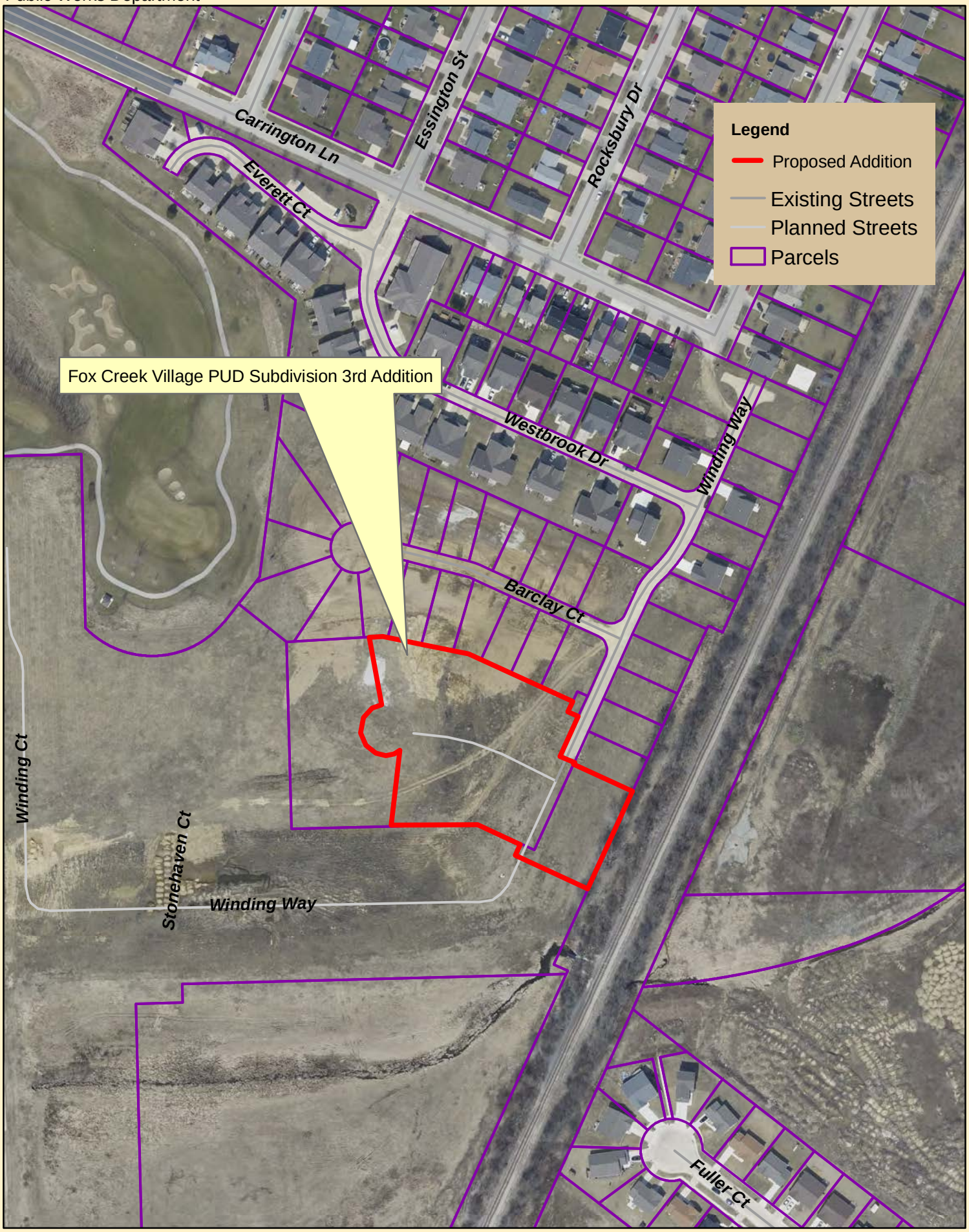
CITY OF BLOOMINGTON

DATE 07/10/2013

Public Works Department

# Fox Creek Village PUD Subivision 3rd Addition

175 87.5 0 Feet



www.cityblm.org

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

# MEMORANDUM

July 17, 2013
TO: Tracey Covert, City Clerk
FROM: Tony Meizelis, Public Works Department / Engineering Division
RE: Performance Guarantee and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: ***Fox Creek Village Subdivision 3rd Addition*** to be approved by Council on **July 22, 2013**.

## *A: Tap-On Fees:*

None;

however, the developer is to pay $4,000 per lot at the time each R-1B zoned lot is sold and $2,000 per lot at the time each R-2 zoned lot is sold.

## *B: Performance Guarantee:*

None,

per the annexation agreement, the required revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of $150,000.

## *C: Bond for the Improvement of Adjacent Substandard Street*

None

FOR COUNCIL: July 22, 2013

**SUBJECT:** Lake Bloomington Lease Transfer Petition for Lot 1, Block 4 of Camp Kickapoo (Resurvey of Lots 3, 4 & 5), from McLean County Land Trust H-330, Edgar E Lundeen, Jr., trustee, to Keith Evans and Ana Corostola-Evans

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

**STRATEGIC PLAN LINK:** Goal 1: Value for your tax dollars and fees.

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

**BACKGROUND:** Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 1, Block 4 of Camp Kickapoo from McLean County Land Trust H-330, Edgar E Lundeen, Jr., trustee, to Keith Evans and Ana Corostola-Evans. The sewage disposal system inspection was completed in late June of 2013. The age of the sewage disposal system is 51 years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately 20-25 years.

The septic tank and seepage field are slightly smaller than what current code calls for. However, this system is a subsurface discharging system which means it has a septic field and does not drain directly to the reservoir via a drainage trench like a sand filter system does. If this system malfunctions, it would cause a backup into the home.

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

**FINANCIAL IMPACT:** This petition will have a positive financial impact in that the current lease uses an older formula, ($0.15 per $100 of Equalized Assessed Value) for determining the Lake Lease Fee. With this lake lease transfer, the lake lease formula will use the current fee ($0.40 per $100 of Equalized Assessed Value) and generate the about $205 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Craig M. Cummings, Water Department Director |
| Reviewed by: | Barbara J. Adkins, Deputy City Manager |
| Financial & Budgetary review by: | Timothy L. Ervin, CPFO, M.S., Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Maps
Attachment 2. Lake Lease

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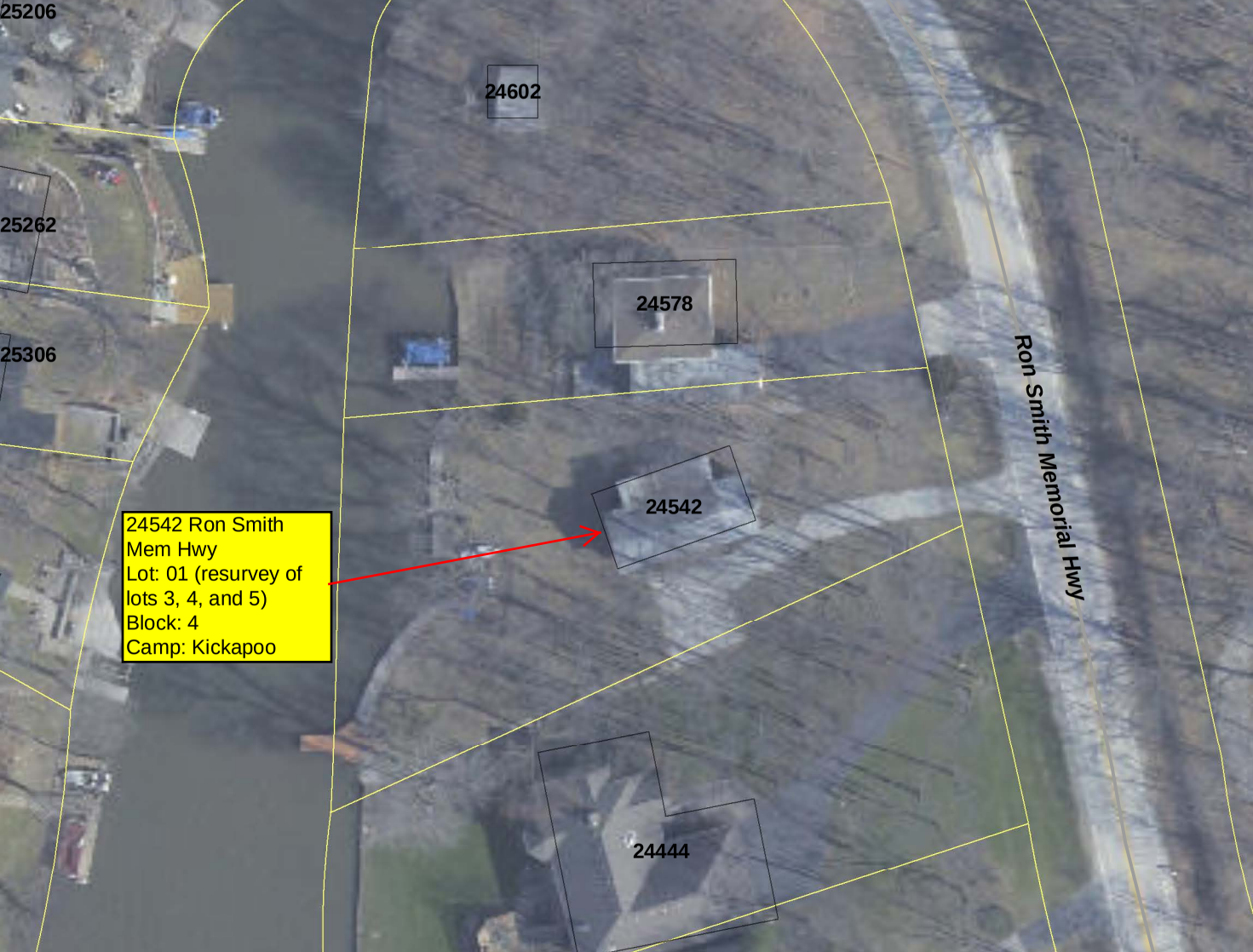
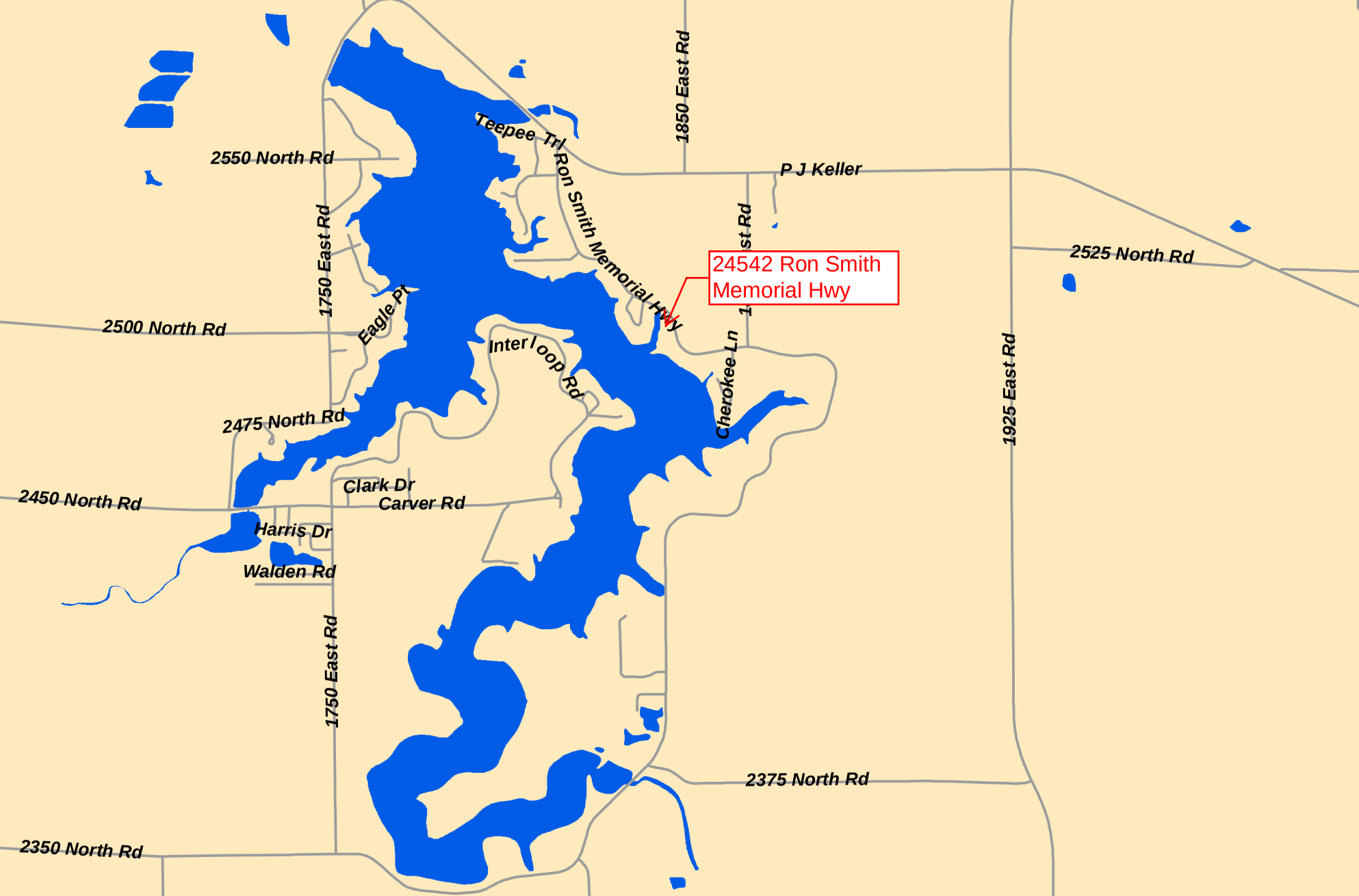
Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |


25206
24602
25262
24578
25306
Ron Smith Memorial Hwy
24542
24542 Ron Smith Mem Hwy
Lot: 01 (resurvey of lots 3, 4, and 5)
Block: 4
Camp: Kickapoo
24444


24542 Ron Smith Memorial Hwy
Teepee Trl
Ron Smith Memorial Hwy
1850 East Rd
2550 North Rd
P J Keller
1750 East Rd
2525 North Rd
Eagle Pt
2500 North Rd
Inter Loop Rd
Cherokee Ln
1925 East Rd
2475 North Rd
Clark Dr
2450 North Rd
Carver Rd
Harris Dr
Walden Rd
1750 East Rd
2375 North Rd
2350 North Rd

# 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

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

WITNESSETH

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

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

   Lot 1 in Block 4 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

(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, in-~~

cluding 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 CORSSING 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 avail-

able 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

Keith Evans
Ana T. Corostola-Evans
~~3002 Rusty Ln~~ 24542 Rou Smith Mem Hwy
~~Bloomington, IL 61704~~
Hudson, IL 61748

Lessee Billing Address

Keith Evans & Ana Corostola-Evans
3002 Rusty Ln
Bloomington, IL 61704

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: _____

-Lessee-

_____

Its Mayor

Attest:

City Clerk

FOR COUNCIL: July 22, 2013

**SUBJECT:** Lake Bloomington Lease Transfer Petition for Lot 3, Block 15 of Camp Potawatomie from Francis Quinn, to Tom and Amy Miller

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

**STRATEGIC PLAN LINK:** Goal 1: Value for your tax dollars and fees.

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

**BACKGROUND:** Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 3, Block 15 of Camp Potawatomie from Francis Quinn, to Tom and Amy Miller. The sewage disposal system inspection was completed in early July of 2013. The age of the sewage disposal system is +50 years. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. This system meets current code and is functioning normally.

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

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula, ($0.40 per $100 of Equalized Assessed Value) for determining the Lake Lease Fee. With this lake lease transfer, the lake lease formula will generate about $79.00 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

Respectfully submitted for Council consideration.

| | |
|---|---|
| Prepared by: | Craig M. Cummings, Water Department Director |
| Reviewed by: | Barbara J. Adkins, Deputy City Manager |
| Financial & Budgetary review by: | Timothy L. Ervin, CPFO, M.S., Budget Officer |
| Legal review by: | J. Todd Greenburg, Corporation Counsel |

Recommended by:

David A. Hales
City Manager

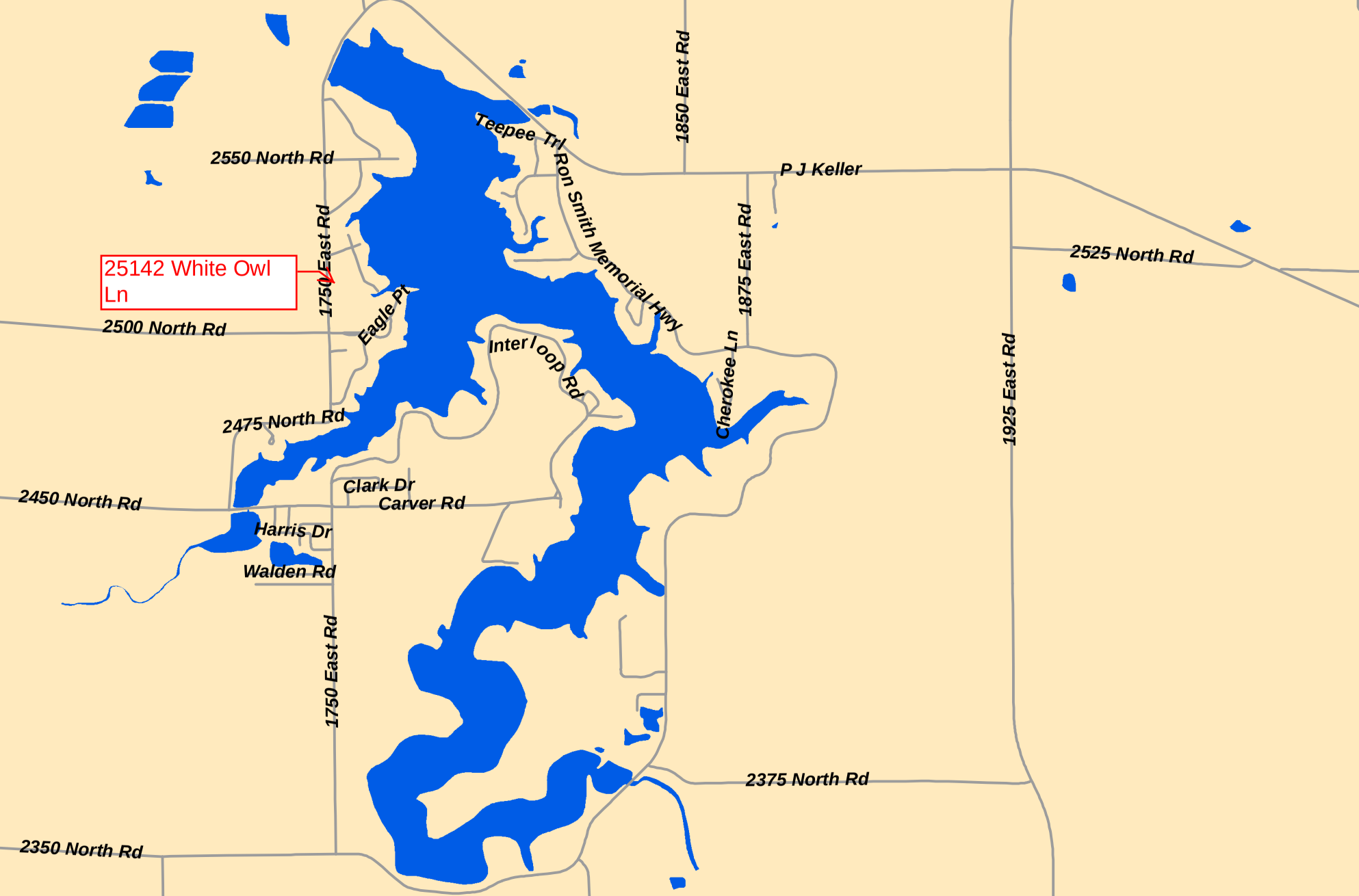
**Attachments:** Attachment 1. Maps
Attachment 2. Lake Lease

---

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

25146
25135
25119
25105
25140
25142
White Owl Ln
25142 White Owl Ln
Lot: 3
Block: 15
Camp: Potawatomie
25084


25142 White Owl Ln
Teepee Trl
Ron Smith Memorial Hwy
1850 East Rd
P J Keller
2550 North Rd
1750 East Rd
1875 East Rd
2525 North Rd
Eagle Pt
2500 North Rd
Inter Loop Rd
Cherokee Ln
1925 East Rd
2475 North Rd
Clark Dr
Carver Rd
2450 North Rd
Harris Dr
Walden Rd
1750 East Rd
2375 North Rd
2350 North Rd

# 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

Thomas E Miller
and
Amy A Miller

**(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 3 in Block 15 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

(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 CORSSING 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

Tom & Amy Miller
~~115 Maizefield~~
25142 White Owl
Hudson, IL 61748

Lessee Billing Address

Tom & Amy Miller
~~25142~~ 115 Maizefield
~~Hudson~~, 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-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

X Tom Miller

X Amy A. Miller

FOR COUNCIL: July 22, 2013

**SUBJECT:** Replacement of Fire Department 100' Aerial Platform Truck

**RECOMMENDATION/MOTION:** Presentation only.

**STRATEGIC PLAN LINK:** Goal 2 - Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5a - Well-planned City with necessary services and infrastructure. The purchase of the truck is part of the Fire Departments vehicle replacement plan and is needed to provide necessary services to the community.

**BACKGROUND:** See 7B.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** See 7B.

Respectfully submitted for Council consideration.

Prepared by: Lester Siron, Deputy Chief

Reviewed by: Mike Kimmerling, Fire Chief

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Presentation

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Motion: _____ Seconded by: _____

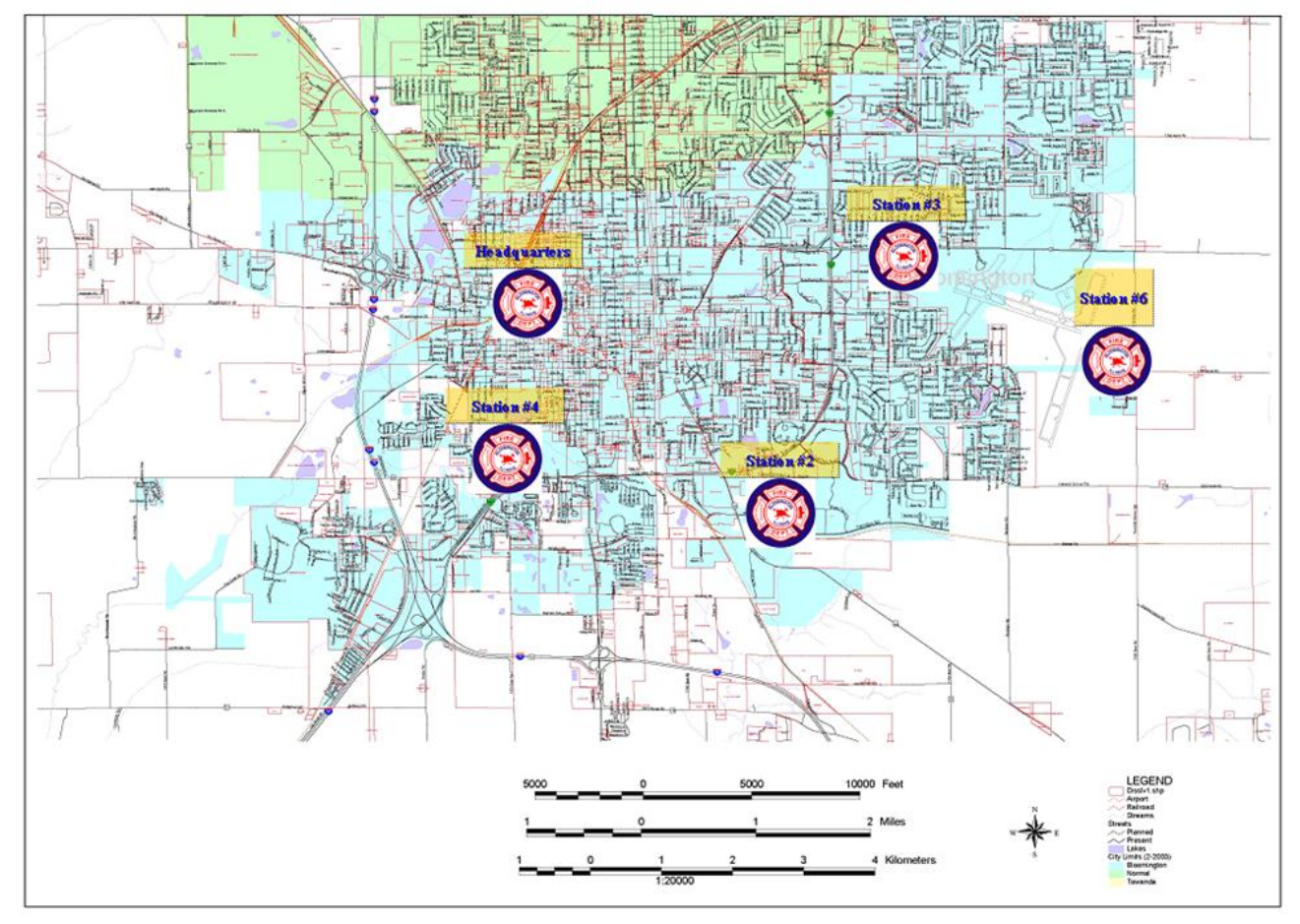
| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

# Bloomington Fire Department

Proudly Serving Bloomington
Since 1868

# Fire Stations

The Bloomington Fire Department currently operates out of 5 manned stations.



# Station #1

## *"Headquarters" – 310 N. Lee St.*

### Frontline Apparatus:

- Engine 1
- Engine 7
- Medic 1
- Assistant Chief

### Reserve Apparatus:

- Engine 3
- Medic 6
- Utility One

# Station #2

*"South-East Station" - 1911 Hamilton Rd.*

## Frontline Apparatus:

- Engine 2
- Medic 2
- EMS 1
- Hazmat 1
- Squad 4

## Reserve Apparatus:

- Engine 4
- Medic 5

# #3 Station

*"North-East Station" - 2301 E. Empire St.*

## Frontline Apparatus:

- Truck 3
- Medic 3

## Reserve Apparatus:

- Truck 2
- Medic 7

# #4 Station

*"South-West Station" - 1705 S. Morris Ave.*

## Frontline Apparatus:

- Engine 5
- Medic 4

## Reserve Apparatus:

- Truck 4

# #6 Station

*"Airport Station" - 4040 E. Oakland Ave.*

## Frontline Apparatus:

- Engine 6
- Crash Rescue 1

## Reserve Apparatus:

- Engine 8
- Crash Rescue 2

FOR COUNCIL: July 22, 2013

**SUBJECT:** Replacement of Fire Department 100' Aerial Platform Truck

**RECOMMENDATION/MOTION:** That Council approves the purchase of a Demonstration unit 100 ft. rear mount platform truck from Emergency One for $964,950 and allow for the sale of Truck 2 and Truck 4 with proceeds going to the General Fund to offset the purchase including the adoption of the budget amendment.

**STRATEGIC PLAN LINK:** Goal 2 - Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5a - Well-planned City with necessary services and infrastructure. The purchase of the truck is part of the Fire Departments vehicle replacement plan and is needed to provide necessary services to the community.

**BACKGROUND:** The Bloomington Fire Department operates a single one hundred foot (100') aerial platform apparatus within the City. Aerial platforms provide a stable elevated work surface for multiple firefighters to achieve fire suppression and rescue activities. The platform provides City firefighters a "bucket" or operational platform which significantly increases the safety for firefighters and victims within an already hazardous environment in comparison to straight ladders mounted on fire apparatus. The aerial platform is stationed at Station 3, which provides emergency assistance in the Northeast region of the community in addition to aerial support for structure fires and other pertinent emergencies within the community. Both Bloomington and Normal have one Aerial Platform in service on a daily basis.

Due to the weakened financial position of the City in 2009, an Engine Company was repositioned from Fire Station 3 to Fire Station 6. This left an ambulance and a ladder company at Fire Station #3. Through this reposition of manpower and the Engine Company, the City did not have to add additional firefighter/paramedics to the Fire Department. One consequence of this action was the (100') aerial platform apparatus positioned at Station 3 which began to respond to numerous types of emergencies from medical emergencies to automobile accidents in addition to structure fires on a daily basis. As a result of the additional wear and tear, the fire apparatus, purchased in 1998, is reaching the end of its useful life as a primary response vehicle for the Bloomington Fire Department. The fire apparatus has served the residents of Bloomington for 15 years and the Fire Department request to incorporate this vehicle into the City's fire apparatus reserve fleet.

The City's fire apparatus reserve fleet currently has a 1994 mid mount aerial platform. This fire apparatus has incurred maintenance issues and has frequently been out of service. Another drawback with this reserve unit is the mid mount and set-up of the fire apparatus which becomes difficult to set-up for fire suppression activities. It is extremely important to have at least one aerial platform in the city and to this effect it is optimal the City possess a reliable front line aerial platform and one reliable reserve fire apparatus. The purchase of a replacement (100')

aerial platform apparatus and transition of the current fire apparatus to a reserve status will accomplish this goal.

The Fire Department has prepared this recommendation in regards to the purchase of a (100') aerial platform apparatus as long as a demonstration unit is available. If the unit is no longer available, Staff would approach Council with approval to bid for a new (100') aerial platform apparatus, issue the bid, and award the bid to the appropriate vendor. The estimated purchase price for a customized (100') aerial platform apparatus would be approximately $1.3 million

The Fire Department is requesting Council approve purchase of a demonstration model from Emergency One. While a demonstration truck is not the ideal option in all cases, this particular situation would work well for both the City and the Fire Department, as well as be fiscally responsible. The purchase of this type of fire apparatus has the potential to incur cost savings which staff has approximated to be from $300,000 to $400,000. Demonstration trucks are fabricated to a standard specification exclusive of custom features integrated into the fire apparatus. The available demonstration unit is priced at $964,950. In addition to lower cost, Staff feels the demonstration truck is very similar to the existing Aerial and will meet the requirements of the Fire Department. Additionally, the delivery time of a demonstration truck is significantly less than a customized fire apparatus.

To further assist with the purchase of the (100') aerial platform apparatus, staff recommends two fire apparatus currently owned by the City (Truck 2 and Truck 4) be sold and the proceeds received from this sale would offset cost of the fire apparatus. Truck 2 would not be sold until the new vehicle is in service. The sale of these two vehicles **would not** hinder the firefighting activities performed by the City's Fire Department. Staff has attached estimates of the value for each fire apparatus. The estimated combined sale price for both apparatus is $500,000 and these funds would offset the overall price of the new fire apparatus. Staff recommends the sale of these two pieces of fire equipment would be included with each option mentioned earlier within this document.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The FY 2014 Budget did not appropriate funds for the purchase of the 100 ft. Aerial Platform Fire Truck. Although the initial budget incorporated the replacement of this truck, the final budget excluded this vehicle due to the lack of funds. Bear in mind, this was the same approach used for the construction of White Eagle Park. As mentioned within the motion, staff recommends the replacement of the 100 ft. Aerial Platform Fire Truck within the FY 2014 Budget. On September 26, 2012, the City Council approved the FY 2013 Capital Lease with Commerce Bank in the amount of $5.572 million at 1.84%. One parameter of the lease will allow the City to borrow additional funds to purchase additional equipment.

Staff has inquired whether the City could borrow additional funds to pay for the purchase of the 100 ft. Aerial Platform Fire Truck under the terms of this lease. Commerce Bank has concurred with the issuance of a five year capital lease in conjunction with the terms (excluding interest) from the original lease bid by the City in FY 2013. The interest rate for this portion of the FY 2013 lease is expected to be 2.1%, which is locked for 30 days. The slight increase from the

1.84% is due to the fact interest rates have risen since the original issuance of the FY 2013 Capital Lease.

The initial purchase of the truck would be paid from line item 40110120-72130 (Capital Lease Fund), while the debt service payment would be paid from the fire department line items 10015210-73401 (principal lease payment) and 10015210-73701 (interest lease payment) found within the General Fund. The first year payment of approximately $192,990 will be paid from the City's General Fund Balance and the corresponding budget amendment has been attached. Interest is excluded from year one since the first principal payment is paid immediately by the City. The four out-year payments will be incorporated within the operating budget of the Fire Department during the compilation of the FY 2015 Budget.

| Debt Service Schedule | | | |
|---|---|---|---|
| | **Principal Payments** | **Interest Payments** | **Total** |
| **Borrowing** | **$ 964,950** | | |
| Year 1 | $ 192,990 | $ - | $ 192,990 |
| Year 2 | $ 192,990 | $ 15,980 | $ 208,970 |
| Year 3 | $ 192,990 | $ 11,985 | $ 204,975 |
| Year 4 | $ 192,990 | $ 7,990 | $ 200,980 |
| Year 5 | $ 192,990 | $ 3,995 | $ 196,985 |

This debt service amortization chart does not include funds the City may receive from the salvage value of two fire apparatus currently owned by the City (Truck 2 and Truck 4). The City can use these funds to pay down the lease. Upon the collection of these funds the City will account for these funds within the Fire Department's revenue line item 10015210-57114 (Sale of Equipment) and restrict these proceeds to retire debt incurred in the replacement of Fire Department vehicles. This practice is consistent with past City practice where proceeds from equipment sold is accounted for within the specific department which purchases the equipment.

Respectfully submitted for Council consideration.

Prepared by: Lester Siron, Deputy Chief

Reviewed by: Mike Kimmerling, Fire Chief

Financial & Budgetary review by: Timothy L. Ervin, CPFO, MS, Budget Officer

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Ordinance
Attachment 2. Data
Attachment 3. Photos

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

**ORDINANCE NO. 2013 - __**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2014**

Whereas on April 8, 2013 by Ordinance Number 2013 - 18, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2013, which Ordinance was approved by Mayor Stephen F. Stockton on April 09, 2013; and

Whereas a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2013 - 18 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2014) is further hereby amended by inserting the following line items and amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2013 - 18 shall remain in full force and effect in addition to previous amendments, 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 2013 - 18.

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

PASSED the 22th day of July 2013.

APPROVED the 23th day of July 2013.

APPROVED:

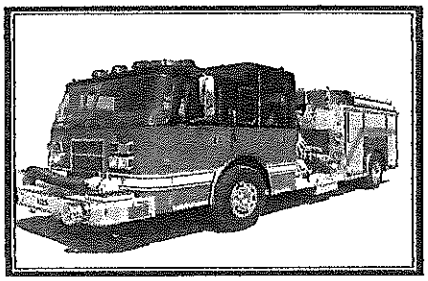
_____
TARI RENNER
MAYOR

ATTEST:

_____
TRACEY COVERT
CITY CLERK

## Exhibit #1

| Account Code | Fund | Account Name | Revised Budget | Description |
|---|---|---|---|---|
| 40110120-57516 | Capital Lease Fund | Capital Lease Proceeds | $964,950.00 | Proceeds for 100 ft. rear mount platform truck from Emergency One |
| 40110120-72130 | Capital Lease Fund | Capital Outlay Licensed Vehicle | ($964,950.00) | Purchase 100 ft. rear mount platform truck from Emergency One |
| 10015210-73401 | General Fund | Fire Lease Principal Expense | ($192,990.00) | Year One Principal Debt Service |
| | | **Overall Impact on City Budget:** | **($192,990.00)** | |




## *Quad County Fire Equipment, Inc.*

www.usedfiretrucksandequipment.com

Rt. 116 & Rt. 47 Saunemin, IL. 61769

Ph. 815-832-4475 Fax 815-832-4476


# APPRAISAL

3/6/2013

Bloomington Fire Department

% Deputy Chief Les Siron

Bloomington, IL

---

**1994 Sutphen 100ft. Platform**

**Average Retail Value:** $90,000.00 - $110,000.00

**Suggested Listing Price:** $119,000.00

**Commission Fee:** * If QCFE sells the unit 10%

**Concerns/Issues that may lower price:** Body corrosion under body compartment top on driver side,

Tires on front tandem axle soon need to be replaced

**Submitted By:** Dennis Moore

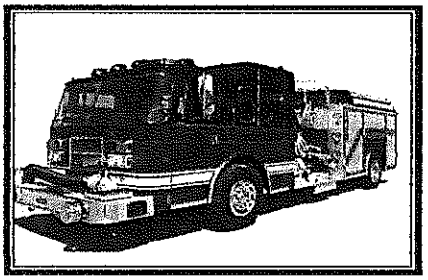
---

**Vehicle Description:**

1994 Sutphen 100ft. Platform

6 man cab

36,956 Miles

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# APPRAISAL

3/6/2013

Bloomington Fire Department

% Deputy Chief Les Siron

Bloomington, IL

---

**2005 Pierce 105ft. aerial ladder**

**Average Retail Value:** $370,000.00 – $425,000.00

**Suggested Listing Price:** $439,000.00

**Commission Fee:** * If QCFE sells the unit 8%

**Concerns/Issues that may lower price:**

**Submitted By:** Dennis Moore

---

**Vehicle Description:**

2005 Pierce 105ft. Ladder

6 man cab with Air Conditioning, Raised roof

Miles ? Truck is in for body repair at Pierce

Detroit 515HP diesel engine

# Fire - Vehicle Replacement Schedule - Frontline

| Unit | | year | Ambulances | In Service Date | | Frontline | Reserve | Age | years out | replace year |
|---|---|---|---|---|---|---|---|---|---|---|
| Medic 1 | F16 | 2013 | NAVISTAR MEDTEC AMBULANCE | 12/13/2012 | Frontline | 2019 | 2021 | 0 | 8 | 2021 |
| Medic 2 | F35 | 2013 | NAVISTAR MEDTEC AMBULANCE | 12/13/2013 | Frontline | 2019 | 2021 | 0 | 8 | 2021 |
| Medic 3 | F41 | 2012 | NAVISTAR MEDTEC AMBULANCE | 4/11/2005 | Frontline | 2018 | 2020 | 1 | 7 | 2020 |
| Medic 4 | F42 | 2012 | NAVISTAR MEDTEC AMBULANCE | 4/11/2005 | Frontline | 2018 | 2020 | 1 | 7 | 2020 |
| | | | | | | | | | | |
| | | | Fire Equipment - Trucks | | | 12 | 3 | | | |
| T3 | F27 | 1998 | PIERCE ARROW 100 FT AERIAL PLATFORM | 7/1/1998 | Frontline | 2010 | 2013 | 15 | 0 | 2013 |
| E7 | F22 | 1991 | PIERCE ARROW CUSTOM CHASS FIRE APP. | 4/29/1991 | Frontline | 2003 | 2006 | 22 | -7 | 2006 |
| | | | | | | | | | | |
| | | | Fire Equipment - Engines | | | 12 | 3 | | | |
| E6 | F07 | 2012 | PIERCE DASH CF PUMPER | 11/20/2012 | Frontline | 2024 | 2027 | 1 | 14 | 2027 |
| E2 | F18 | 2007 | PIERCE DASH PUMPER | 10/4/2007 | Frontline | 2019 | 2022 | 6 | 9 | 2022 |
| E5 | F23 | 2007 | PIERCE RESCUE PUMPER | 9/25/2007 | Frontline | 2019 | 2022 | 6 | 9 | 2022 |
| E1 | F32 | 2001 | PIERCE DASH PUMPER | 4/30/2001 | Frontline | 2013 | 2016 | 12 | 3 | 2016 |
| | | | | | | | | | | |
| | | | Fire Equipment Airport | | | 10 | 3 | | | |
| CR1 | F37 | 2002 | Air Port Crash Rescue | 1/1/2002 | Front line | 2012 | 2015 | 11 | 8 | 2015 |
| | | | | | | | | | | |
| | | | Fire Equipment - Special (not Staffed Full time) | | | 20 | 0 | | | |
| HM-1 | F39 | 2005 | PIERCE ENCORE HAZMAT UNIT(04)/INTL 4400 | 9/16/2004 | Frontline | 2025 | 2025 | 8 | 12 | 2025 |
| SQD 4 | F25 | 1997 | INTL RESCUE TRUCK | 8/12/1996 | Frontline | 2017 | 2017 | 16 | 4 | 2017 |
| | | | | | | | | | | |
| | | | Support Vehicles | | | 6 | 2 | | | |
| Asst. Chief | | 2007 | GMC Yukon | 5/1/2007 | Frontline | 2013 | 2015 | 6 | 0 | 2013 |
| EMS1 | | 2007 | Ford Expedition | 9/1/2007 | Frontline | 2013 | 2015 | 6 | 0 | 2013 |

# Fire - Vehicle Replacement Schedule - Reserve

| Unit | | year | Ambulances | In Service Date | | Frontline | Reserve | Age | years out | replace year |
|---|---|---|---|---|---|---|---|---|---|---|
| medic 6 | F15 | 2008 | FORD E45O WHEELED COACH AMBULANCE | 9/4/2008 | Reserve | 2014 | 2016 | 5 | 3 | 2016 |
| Medic 7 | F38 | 2003 | FORD E450 WC AMBULANCE | 3/30/2004 | Reserve | 2009 | 2011 | 10 | -2 | 2011 |
| Medic 5 | F46 | 2006 | FORD E340 WC AMBULANCE | 12/27/2006 | Reserve | 2012 | 2014 | 7 | 1 | 2014 |
| | | | | | | | | | | |
| | | | Fire Equipment - Trucks | | | 12 | 3 | | | |
| T2 | F24 | 1994 | SUTPHEN 100 MID MT PLATFORM | 8/31/1994 | Reserve | 2006 | 2009 | 19 | -4 | 2009 |
| T4 | F02 | 2005 | PIERCE AERIAL LADDER | 9/26/2005 | Reserve | 2017 | 2020 | 8 | 7 | 2020 |
| | | | | | | | | | | |
| | | | Fire Equipment - Engines | | | 12 | 3 | | | |
| E3 | F26 | 1998 | PIERCE ARROW PUMPER | 7/1/1998 | Reserve | 2010 | 2013 | 15 | 0 | 2013 |
| E8 | F29 | 2000 | PIERCE DASH PUMPER | 10/25/1999 | Reserve | 2012 | 2015 | 13 | 2 | 2015 |
| E4 | F01 | 1995 | PIERCE ARROW 1500 GPM PUM FIRE APP. | 3/14/1995 | Reserve | 2007 | 2010 | 18 | -3 | 2010 |
| | | | | | | | | | | |
| | | | Fire Equipment Airport | | | 10 | 3 | | | |
| CR2 | F03 | 2009 | Air Port Crash Rescue | 2/2/2009 | Ready Reserve* | 2019 | 2022 | 4 | 1 | 2022 |
| | | | | | | | | | | |
| | | | Support Vehicles | | | 6 | 2 | | | |
| Utility 1 | | 2007 | Ford Expedition | 9/1/2007 | Reserve | 2013 | 2015 | 6 | 0 | 2015 |
| | | | | | | | | | | |
| | | | *Ready Reserve Responds with CR1 or is the replacement for CR1 | | | | | | | |

## Truck 3

T-3
T-3
Pierce
100
BLOOMINGTON FIRE DEPT.
TRUCK
NO.
3
BLOOMINGTON
FIRE DEPT.

## Truck 4

# Truck 2

FOR COUNCIL: July 22, 2013

**SUBJECT:** Solid Waste Program Analysis Final Draft Report

**RECOMMENDATION/MOTION:** Presentation only.

**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:** See 7C.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** See 7C.

Respectfully submitted for Council consideration.

Prepared by: Alex McElroy, Assistant to the City Manager

Recommended by:

David A. Hales
City Manager

**Attachments:** Attachment 1. Presentation

Final Draft Report outlining the research and information examined in the Solid Waste Program Analysis

# Solid Waste Analysis

## Final Draft Report

July 22, 2013

Respectfully Submitted by:
Alex McElroy, Assistant to the City Manager
Barbara J. Adkins, Deputy City Manager
Jim Karch, Director of Public Works
Robbie Henson, Solid Waste Supervisor
Patti-Lynn Silva, Director of Finance
Tim Ervin, Chief Budget Officer

## Reports to Council

Inception Report

First Interim Report

Second Interim Report

✓ **Final Draft Report**

Final Report

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# Executive Summary

The City's Solid Waste Program is in the midst of change. Automated curbside recycle collection has been fully implemented with automated trash collection expected to soon follow. Fees to fund the program have continually needed to rise and the FY2013 budget included a $2.00 increase from $14.00 to $16.00 per month to customers. The fees collected by the City, however; have never covered the full cost of the program and the City has historically subsidized the program through the General Fund. Due to the nature of this evolving program, the City Council directed staff to perform a program analysis on the City's solid waste operations. The expected deliverable was a comprehensive analysis which would provide Council with sufficient information to make informed decisions about any future changes to the program. Over the course of the past eleven months City staff members have conducted 5 major studies in pursuit of providing such a comprehensive analysis: 1) Surveyed 9 municipalities sharing similar economic and demographic environments; 2) Performed a cost analysis on the services provided within the Solid Waste Program; 3) Solicited citizen input utilizing postal and online surveys as well as conducting focus group discussions; 4) Analyzed operational challenges as the City transitions to automated collection for both curbside recycle and household trash; and 5) Researched national trends and issues in solid waste management. From these studies subsequent recommendations have been formed and are presented in this report. A proposed alternative fee structure will be provided in the final report.

## Program Information

**Solid Waste Practices in Central Illinois:** To offer insight into the City's Solid Waste Program and current services provided within, City staff conducted a regional survey of nine municipalities all providing varying levels of Solid Waste services. Normal, Urbana, Champaign, Decatur, Peoria, Springfield, Pekin, and Morton were all compared to the City's solid waste program. Staff found that exact comparisons were difficult to find as each community was unique and provided an eclectic array of services and service levels. Bloomington's Solid Waste Program was found to be very robust in the levels of services the City provides. A majority of the Cities surveyed limited the amount of large items they would collect. The City of Bloomington will collect 2 front end loader buckets of large items per week free of charge. Additional bucket loads cost $25 per scoop. Decatur only allowed 5 large items per year to be collected for free. Springfield only offered 1 free pickup per year with a max of 3 items. The City's Bulk Waste service (of which large items is included) was identified to be the single most expensive service in the Solid Waste Program, representing over 60% of the program's costs. In this report, staff is recommending to reduce the amount of free bulk waste the City will collect in efforts to reduce the General Fund subsidy to the Solid Waste Program (See Page 29).

A majority of the municipalities surveyed also did not provide solid waste services to apartments with more than 4 units. Bloomington allows apartment of any size to opt into the program. Of the 9 cities surveyed, 6 restricted service to apartments to 4 units or less, Decatur limited the number of units to 6 or less, and the Town of Normal did not allow apartments of any size to opt in. With the City's recent transition to automated recycle collection and the pending transition to automated curbside household trash collection, servicing apartments has presented some significant logistical challenges. Storage space for the carts, lack of curbside locations for a large number of carts, and on street parking blocking access to the carts are just some of the challenges identified in continuing service to large unit apartments. Staff is recommending the City only allow apartments or condominiums with 4 or less units be allowed to receive solid waste service from the City (See Page 76).

**Workload Performance Data:** Bloomington's Solid Waste Division has tracked workload performance data in four key service areas dating back to 2006. The results of this information reveal trends within the program and provide some insight into the changing dynamic of the service delivery and operating policies. The performance data presented in this report includes the collection of bulk items, refuse/household wastes, recycle materials, and street sweeping services. Bulk collection displays a declining trend in the volume of materials collected. While landfill fees continue to rise annually for the City, this is a positive indication that the volume of

materials being transported and disposed of utilizing City resources may continue to decline (See page 13). Staff's recommendation to even further limit the number of large items collected without charging a fee is expected to enhance this declining materials trend. Household refuse has also experienced a decline in tonnage with a 14.22% decrease from FY2007 to FY2013. This may in part be attributed to the City's recycling initiative which has experienced continual growth in participation rates in recent years (See page 15). Recycle collection has experienced the greatest rate of change rising 74.98% in collection tonnage from FY2007 to FY2013. Staff expects this number to continue to increase as citizens continue to enroll in the City's recycle program which commenced automated service in November 2012 (See page 15).

**Cost Analysis:** In the Fiscal Year ending April 30, 2011, the City changed its accounting policies to establish the Solid Waste Fund, an enterprise fund used to account for the solid waste services provided by the City. The goal for moving Solid Waste operations from the General Fund to an Enterprise fund was for the Solid Waste Program to become self-supporting. This has been a long-term goal and has not been successfully achieved. The costs for providing solid waste services have continued to exceed the amount of fees collected by the City. If this is to change, adjustments must be made to the fees assessed or the levels of service provided. Transfers from the general fund have decreased 26.23% since the transition of the Solid Waste Program to an enterprise fund in FY 2011 (See page 16). This reduction may be due in part to several organizational and operational changes to the program. The FY2014 budget has $1,304,000 General Fund subsidy going to the Solid Waste Enterprise Fund.

Staff analyzed FY2012 Solid Waste year end expenditures and broke them down by service area. It was found that Bulk Waste represented 57% (or $3,435,955) of the total costs within the Solid Waste Program. This is almost 3 times the City's General Fund subsidy. As will be highlighted later in this report, the City's Solid Waste Postal Survey showed results that indicated a majority of citizens only use the City's Bulk Waste services 0 to 1 times per month. The City currently provides Bulk Waste pickup every week to customers allowing 2 front end loader buckets for no charge and $25 for each additional bucket of bulk waste collected. Only 8% of the statistically significant postal mail survey respondents indicated they use the Bulk Waste service 2 times each month and less than 2% indicated they used the service 3 or 4 times (See page 29).

**Historical Fees for Service:** In FY 2004 through FY 2007, the City charged $5.00 per residence for solid waste services generating an average of $1,478,895 in user fee revenue for the solid waste program. In FY 2008, the City increased the user fee for solid waste to $7.00 resulting in a $206,274 increase in revenue. In FY 2010, the fee was doubled to $14.00 resulting in twice the revenue collections with $4,238,450 in total revenue. The most recent increase occurred in the current fiscal year establishing a $16.00 user fee for solid waste services and staff anticipates $612,000 in additional revenue for the program (See page 20).

| | FY 2004 | FY 2008 | FY 2010 | FY 2013 | FY 2014 |
|---|---|---|---|---|---|
| Rate per residence | $5.00 | $7.00 | $14.00 | $16.00 | $16.00 |

## Public Input

Public input and customer satisfaction levels are a significant component of this study and should be examined carefully when facing major program decisions. To garner feedback from citizens, City staff utilized interactive focus groups, a postal survey, and an online survey to obtain public opinion on current service levels and potential program restructuring.

**Focus Groups:** Unfortunately, fostering citizen participation in the interactive focus groups proved to be more challenging than anticipated. Staff engaged the professional services of Lynn Montei to assist with the facilitation of the focus group sessions. The goal was to host 2 interactive focus group sessions with citizens comprising groups of approximately 20 people each. Staff fell significantly short of this goal and was only successful in getting 15 citizens total to attend either of the two sessions (See page 21). Participants were asked

to sit at a table which had an assigned table number for documentation purposes. Facilitator Lynn Montei began each session with brief introductions followed by an overview of the expectations of the sessions. City staff provided a 15 minute 17 slide PowerPoint presentation featuring the major issues, themes, facts, and data that have been analyzed by City leaders as it relates to the Solid Waste Program. Attendees were then provided a 5 minute Q&A session where they could ask questions of staff or ask staff to elaborate on a certain issue. Attendees were next asked to participate in an interactive table dialogue with other attendees and record pertinent conversations on a flipchart located next to the tables. A variety of opinions and thoughts were shared by attendees. Some of the reoccurring ideas included: reducing the amount of free large item collection, balance fees with costs, maintain service levels and do not change the program (See Page 22).

**Postal Survey:** In May 2012, City staff conducted a Solid Waste Customer Satisfaction Survey utilizing random sampling techniques yielding statistically significant results with a 95% confidence level and a 4%+/- confidence interval (or margin of error). City staff mailed 3,000 surveys and received 762 responses representing a 25.4% participation rate. Participants were mailed a copy of the survey, a letter explaining its purpose, and a return envelope with postage included. The survey consisted of 7 sections comprising 50 questions with a general comment section at the end.

The first section asked for demographic information such as Ward, number of people in household, age, and previous experience with other providers. The number of people responding to the survey was spread fairly evenly throughout the 9 Wards with the lowest responses coming from Ward 1,6, and 7. A near majority (47.98%) of respondents was 60+ years of age and the highest number of respondents (45.20%) lived in households with 2 people (See Page 24).

The second section focused on satisfaction levels with services provided. Satisfaction levels for curbside household trash, recycling, and large items were very high with over 80% in each category responding “Satisfied” or “Very Satisfied”. Drop off recycling received a majority of “Neutral” responses. This may be due in part to the reported low use of the facilities (See Page 25).

The third section asked the volume in which they used the service. A very high percentage of citizens reported using the curbside household trash and curbside recycling services. The option of 3 and 4+ technically should not have been available for respondents as our recycling program operates on an every other week collection schedule, so citizens would only have curbside collection available 2 times per month. Staff cannot explain the percentage of people stating they use the service more frequently (See Page 25).

The fourth section was designed to help staff understand what, if any, services the City provided in the solid waste program may need to be advertised better. It is clear citizens are very aware of all the curbside services the City offers. Recycling fortunately received a 90.89% “Very Aware” rating. A majority of the respondents, however; were not aware of the City’s drop-off recycling and drop-off large item services (See Page 26).

The fifth section was added to gauge citizen’s willingness to support change given a certain outcome. The majority of respondents agreed with all of the statements except for an increase in costs to provide for more drop off recycle locations; 88.76% of the respondents disagreed with this statement. A majority of the respondents agreed that they would support change if: it saved them money by providing them option to choose the services they receive; it increased the services they received; it improved the services they received; if it enhanced environmental practices; and if it saved the City money (See Page 26).

The sixth section comprised the most questions and again asked respondents to state whether they “Agreed”, Disagreed”, or were “Unsure” about the provided statement. There was close to an 11% margin of difference between respondents saying they disagreed that the City’s Solid Waste Program was in need of change and respondents saying they were unsure. The majority, however; stated they disagreed. Recycling services experienced a large majority of respondents stating the service was a priority with 76%. Only 20.35% stated

that the solid waste disposal fees were too high. And 57.68% stated they would support paying additional charges after 1 front end loader bucket of bulk per week (Page 27).

The Final Questions section was designed to gauge citizen's thoughts on what should be a city-provided service and what should not. Overwhelmingly, respondents stated that every service provided within the City's solid waste program should be a City provided service. The lowest of the services provided were the drop off recycling and drop off large item location services; both having respondents under 70% stating it should be a City provided service (Page 28). A general comments section was also provided at the end of the survey (See Page 59).

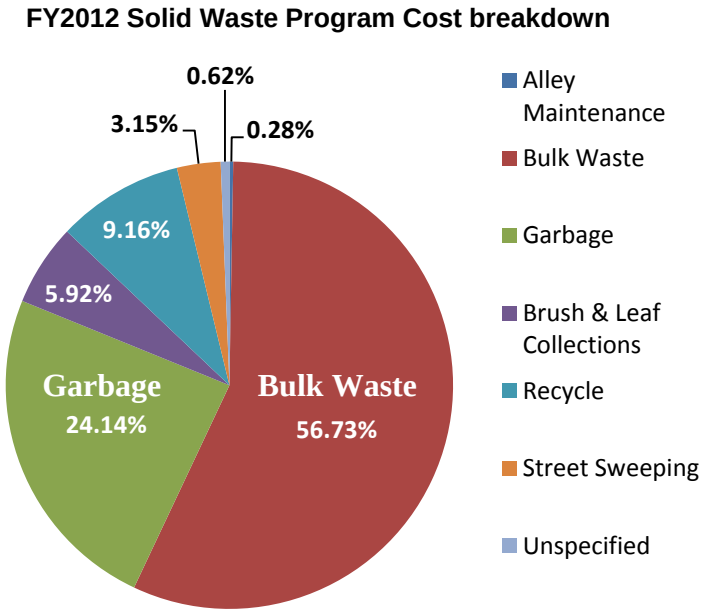
To complement the City's postal survey results, an identical online version was placed on the City's website in June to solicit feedback from anyone wishing to share opinions. The survey was on the City's homepage for 2 weeks (June 5 – June 19). The survey experienced 157 total participants. While not conducted utilizing scientific methods, the results appear similar to the City's postal survey and alongside the postal survey results (See Page 24).

## Program Issues and Needs

**Automated Refuse and Recycle Collection Services to Apartments, Apartment complexes, and Condominiums:** An immediate issue facing the Solid Waste Program is the provision of automated refuse and recycle collection to apartments, apartment complexes and condominiums. This issue has been discussed in the past but it now presents an immediate logistical issue as the City switches to a more automated, efficient, and less labor intensive service delivery. A comprehensive analysis detailing this concern and proposing options for Council consideration is provided within this report (See Page 76). As part of the analysis, staff reached out to apartment owners and held focus group meetings to gain their perspective (See Page 87). Staff is recommending the City only allow apartments or condominiums with 4 or less units to receive solid waste service from the City.

**Provision of two bulk waste bucket loads at no charge:** In December 2009, the City changed its policy regarding the collection of bulk waste amending an unlimited bulk curbside collection to a 2 front end loader buckets per residence per week and a fee of $25 for each additional bucket. This policy change resulted in $34,367 in additional revenue from bulk collection services in FY 2011.

As previous estimates had indicated, the provision of the City's Bulk Waste services represents 57% (or $3,435,955) of the total costs within the Solid Waste Program. This means the City's Bulk Waste program is almost 3 times higher than the City's General Fund subsidy level for FY2014. As will be highlighted again later in this report, the City's Solid Waste Postal Survey showed results that indicated a majority of citizens only use the City's Bulk Waste services 0 to 1 times per month. The City currently provides Bulk Waste pickup every week to customers allowing 2 front end loader buckets for no charge and $25 for each additional bucket of bulk waste collected. Only 8% of the statistically significant postal mail survey respondents indicated they use the Bulk Waste service 2 times each month and less than 2%



indicated they used the service 3 or 4 times. Staff is recommending reducing the number of free buckets collected from 2 to 1; increasing the fee for additional buckets from $25 to $30; and eliminating bulk waste at the City's drop off facility (See Page 29).

## 1. Program Information

### *a. Solid Waste Practices in Central Illinois*

To offer insight into the City's Solid Waste Program and current services provided within, City staff conducted a regional survey in summer 2012 of nine municipalities all providing varying levels of Solid Waste services. The survey information represents an update and expansion of a similar community survey conducted in 2009. Through narrative summaries and a chart, it is designed to provide snapshots of how Bloomington and other Central Illinois cities handle refuse. The report should be viewed only as such and not as a comprehensive database of Central Illinois solid waste methods.

While community comparisons are made, the reader is cautioned: Because of differences in communities, the services offered, to whom it is offered, and the service providers, exact comparisons are elusive. It is the ultimate goal to provide a perfect comparison but differences confound this process. Some examples include, Bloomington will collect large household items up to two loader buckets without charge – per week – while Decatur will pick up five items total per year free of charge. Bloomington allows major apartment complexes to opt into curbside trash and recycling. No other city surveyed allows these businesses to opt into the service. Champaign and Urbana collect a fee and contract for recycling at large apartment complexes. No other surveyed community performs this service. What this survey will provide is a look at services offered by nine communities, costs to the residents and costs to city governments.

The most valued number – cost per household – proved the most elusive. Complicating any attempt at estimation for various cities is the fact that many of them provide services indirectly through contractors and only to houses and small apartments. Further, we were surprised to find that some cities do not track their services as well as Bloomington and Normal. Some officials elsewhere did not have available the total number of households served. (One city official provided an estimate, and a check with U.S. Census data showed that the estimate was greater than the total number of households in the city, let alone the total receiving that city's services.) In the report's chart, the number of "households" is the total households in a city as provided by the U.S. Census Bureau, and many of these households receive no municipal trash service; they live in apartment complexes and pay through their rent.

For this report, staff exclusively selected communities in Central Illinois because these cities generally share a culture and an economy, whereas communities in major metro areas such as Chicago or St. Louis operate in different economic climates. The Village of Morton was included even though it is much smaller than others because Morton frequently gets referenced during Bloomington City Council meetings. The following table represents a brief description of all the information gathered in the survey. The City of Bloomington's Solid Waste Program profile is provided following the table below and extensive narrative descriptions of other municipalities' solid waste program characteristics may be found in Appendix 1.a. on page 23.

| City /Population/ Households (1) | Service Provider Residents Served | Garbage Service Details | Residential Recycling Details | Large Items | Yard Waste | Residential fees (2) | City Funding Gap (3) |
|---|---|---|---|---|---|---|---|
| **Bloomington**<br>76,610 pop<br>30,078 hhs | City crews, All houses & apts eligible. Multiple units may opt out. | Unlimited number of cans. Manual pickup. Phasing in automated system. | Curbside every other week. Switching to carts/automated pickup. | Unlimited curbside, picked up weekly. Includes some contractor materials. | Curbside, except grass. Grass, other yard waste accepted at drop site at no charge. | $16/mo refuse fee.<br>Lrg: $25/bucket after 2nd bucket. | $1,500,000. (unaudited) FY 2012. (Also counts gravel alley maintenance and weed removal.) |
| **Normal**<br>52,497 pop<br>17,984 hhs | City crews, House & duplex-style homes only. | Tote carts required. | Automated curbside weekly replaces drop-off system. Some drop-off sites remain. | Curbside. Some drop-offs taken. | Curbside, except grass. Grass, other yard waste accepted at drop site at no charge. | $12/ mo refuse fee.<br>$60/garbage cart (mandatory)<br>$60/recycling cart (optional) | $2.1 million in current fiscal year. |
| **Urbana**<br>41,250 pop<br>15,666 hhs | Choice of 9 haulers. Fees unregulated. Houses & apts 4 units or fewer. | Details of service depend upon the hauler being used. | City contracts w/ 2 haulers -- one for apt. complexes not served by city trash contracts. | Haulers provide and set own rates. | Curbside up to haulers. Fall/Spring free leaf collection. Urbana drop-off takes all yard waste. | $15 to $57/mo refuse fee.<br>$2.50/mo recycling fee.<br>Yrd dropoff: $8 to $11/cubic yrd | $0. Self-funded |
| **Champaign**<br>81,055 pop<br>30,712 hhs | Choice of 9 haulers. Fees unregulated. Houses & apts 4 units or fewer. **(2)** | Details of service depend upon the hauler being used. | Haulers required to provide curbside w/trash service. City contracts for cart collection at apt complexes. | Haulers provide and own set rates. | Curbside up to haulers. Fall/Spring free leaf collection. Urbana drop-off takes all yard waste. | $14 to $40/mo refuse fee.<br>$2.60/mo for apt. recycling.<br>Yrd drop-off: $8 to $11/cubic yrd | $0. Self-funded |
| **Decatur**<br>76,122 pop<br>31,726 hhs | 9 haulers assigned to areas. No choice of hauler. City sets fee. Houses & apts 6 units or fewer. | Haulers take 96-gal carts at curb weekly. | Haulers must provide curbside collection of recycling tote carts. | 5 household items per year taken by hauler w/out charge. Exception: $25 for Freon removal. | Private haulers must provide curbside. | $14.50/ mo. for 1 cart. $17.50 for 2.<br>$2.50/mo recycling fee.<br>$1/mo for landscape waste. | $2 million over three fiscal years ending in current year for tote carts. |
| **Peoria**<br>115,007 pop<br>46,849 hhs | Contract with PDC. Houses & apts 4 units or fewer. | Unlimited curbside. Use of tote carts optional. | Monthly tote collection by PDC. | Unlimited for household items only, but not if piled onto curb. Contractor material excluded. | Curbside at no extra fee to household. | $13/mo. refuse fee.<br>$50 deposit for recycling tote. | $0. Self-funded |

| City / Population / Households (1) | Service Provider/ Residents Served | Garbage Service Details | Residential Recycling Details | Large Items | Yard Waste | Residential fees (2) | City Funding Gap (3) |
|---|---|---|---|---|---|---|---|
| **Springfield**<br><br>116,250 pop<br><br>50,405 hhs | Choice of 4 haulers. City utility sets fee.<br>Houses & apts 4 units or fewer. | Services vary by company. Cost increases after 1st 95-gallon can. | Haulers must provide. Picked up in 15-gallon bins. | One free pickup per year with max 3 items, only one of which may contain Freon. | Curbside taken if stickers used. Fall/Spring free collections. | $11.75/mo for 1 cart. $14.25 for 2.<br>50-cent/mo. recycling fee.<br>$1.50 per yard waste sticker. | $330,000 to $380,000 in current fiscal year. |
| **Pekin**<br><br>34,094 pop<br><br>14,044 hhs | City crews.<br>Houses & apts 4 units & fewer. | Unlimited cans. Cart pickup with hydraulic lift. | Weekly collection of bins. | Curbside weekly. | Provided by the city. | No fees for refuse or bulk.<br>$40 to $60 for garbage totes.<br>$8 for recycling bins. | $1.2 million per year. |
| **Morton**<br><br>16,267 pop<br><br>6,462 hhs | Contract with PDC (Grimm Brothers) Residences 4 units and less. 4-plexes may opt out. | Weekly curbside pick w/ cans and/or carts. Co. maintains ownership of carts. Village sets rates. | Curbside every other week. 18-gal bins or 65-gal cart. | Billing per item w/ stickers. Example: $15 for couch, $2.70 for smallest items. | Curbside, including grass. $2 per 32-gal bag or can. Free spring/fall drop-offs. | $11.50/mo for 65-gal cart and./or...<br>...$2.70/ sticker 32-gal can.<br>$2.50/mo rental for carts. | Village pays $37,000 plus labor for seasonal yard waste drop-off; county grant of $22,500 offsets. |

(1) U.S. Census Bureau. Total Households, not just those served directly by city services.
(2) Differences in services provided and to whom it provided prevent exact comparison of service fees.
(3) Total spending by city government not covered by waste- or recycling-related fees, taxes or other revenue.
*Data collected in summer 2012 does not include changes in service/fees since then

## Bloomington

(*Updated, summer 2013)

**Users:** The City of Bloomington is the most inclusive of the nine communities spotlighted in terms of providing service and it has a reputation statewide for its wide breath of services. Communities commonly exclude service to apartment complexes with more than 4 units. Bloomington allows apartment complex owners to opt-in for the full array of services. In Bloomington, mobile home parks are served; some communities surveyed exclude this service. Businesses must attend to their own collection needs in all the surveyed communities.

**Transition:** In FY 2012, the City purchased four automated recycle trucks costing $290,396 per vehicle for a total investment of $652,158. By November of 2012, the City successfully completed the conversion to fully automated curbside recycle collection having deployed 17,679 recycle carts and commenced operations with the new vehicles. In May of 2012 (FY2013) two additional automated trucks were purchased with an optional left side automated arm for the ability to pick up carts on one way streets. In December 2012, the City Council authorized the purchase of 5 automated garbage trucks for a total investment of $1,478,985. These vehicles will enable the City to complete the transition to a hybrid automated curbside garbage collection system with the retention of one manual collection crew with a rear loader vehicle and three staff members for routes which present challenges for automated vehicles. The new trucks are expected to arrive this August. Implementation of the new vehicles will be contingent upon future direction by Council. It is important to note that with this new equipment, the City will have only enough automated trucks to satisfy each collection route. The City does not have a backup automated vehicle to put into service in case one of these vehicles should need repair. Staff plans to bring to Council a request to purchase an additional automated vehicle for these situations.

**Funding Gap:** The City uses General Fund revenue to subsidize part of the cost of providing solid waste services rather than placing the entire cost on the users. FY2011 required a$1,767,775 General Fund transfer to solid waste operations. FY2012 required $1,500,000 from the General Fund and FY 2013 required $1,304,000. In FY2014, the City has budgeted $1,304,000 to be transferred out of the General fund to support solid waste operations. If the City is to eliminate this General Fund subsidy, certain changes will need to be made to current service levels and/or fees will need to be increased.

**User fee**: In 2012, the City Council increased the refuse fee from $14 to $16 per month per household, and city staff continues to examine ways to reduce the general revenue subsidy while maintaining service at a high level and at an attractive price to residents. The subsidy has dropped over the past decade as residents were asked to pay more directly, through user fees; the residential fee was $5 in 2003. Automation marks one step in realizing efficiency. The actual impact of automation to the City's Solid Waste Fund is still too difficult to predict. It should reduce the number of workers needed for garbage detail, enabling the city to use them on other tasks. Safer conditions for employees and fewer worker compensation costs are also an expected result of this transition. Additional savings could also be realized if the City Council chose to discontinue City service to large apartment complexes (issue discussed in greater detail later in this report). With these savings also comes the higher capital expense for the vehicles. Future analysis must weigh the revenue gains experienced, both direct and indirect, with the capital investments.

**Curbside household trash collection**: The city intends to phase-in automated curbside collection. The trucks use mechanical arms to pick up city issued carts, just as was done with recycling carts. The automated system uses one person per truck as opposed to three-person teams who perform manual trash collection. The city will require cart usage within the affected routes. For an extended time, Normal had made the use of carts optional, and once it became mandatory the town noticed a dramatic increase in work efficiency.

**Curbside recycling**: The use of small recycling bins enabled fairly effective curbside recycling in Bloomington, but not without problems and limitations. The size of the bins was limiting and the lack of a top covering resulted in weather contamination and spilling of material onto the ground. Collecting the bins was

labor intensive. The city used a one-person truck and that worker was constantly starting, stopping, getting in, getting out, and dumping by hand. The city switched to 95-gallon and 65-gallon recycling carts in November 2012. The carts have lids and wheels for cleaner storage and easy movement. The carts are now collected with trucks equipped with mechanical arms, making collection efficient, effective, safe and clean. Like the bins, the carts allow for single stream collection, meaning the resident need not separate recyclables by type. Collection is every other week. The city is issued one cart per household at no added expense to residents (and $60 per cart thereafter). The goal was to ensure universal access and maximum participation. While this means the up-front costs were shouldered by the city budget, an obvious offset is that more recycling means less use of limited and expensive landfill space. Midwest Fiber pays the city for the recycled material based on the commodity markets at the moment. Prices fluctuate widely, but the curbside program always provides some revenue to offset costs and spares the city and residents the $44.44 per ton landfill fee for that material.

**Drop-off recycling:** The city also collects recyclables from drop sites at more than 40 locations. They are school, government offices, the downtown and Illinois Wesleyan off-campus fraternities and sororities.

**Curbside large items**: This refers to items such as couches that do not fit into garbage containers. It is sometimes confused with "bulk," but bulk items also include yard waste such as branches. Residents are allowed to leave large items on the curb. Pickup is weekly.

**Curbside yard waste:** The city picks up landscape waste, such as limbs and bush clippings, but not grass clippings, at no added cost to residents. It collects leaves with a vacuum machine during the spring and fall.

**Drop-site large items, grass**: The city runs a drop-off site on East Street across from the Public Works building. There, residents may dispose of appliances and landscape waste. Here and only here will the city accept grass clippings. The site accepts up to two loads from a front-end loader per household per visit without charge. Contractors are excluded. The City also offers curbside yard waste collection and during the regular leaf collection season in late fall staff utilizes 6 leaf vacuum trucks for leaf collection. The City owns a total of 8 vacuum trucks and utilizes 6 of the trucks on a regular basis during normal collection seasons.

**Landfill:** The city contracts jointly with Normal to dispose of household waste at the west-side McLean County Landfill at a cost of $44.44 per ton. The facility is owned/operated by Allied Waste (aka Republic). The contract expires in 2014 and staff anticipates bidding the contract. At the current disposal rate of about 425 tons per day and barring expansion, the landfill is expected to run out of space in 2016.

***Descriptive narratives of the eight other municipalities surveyed may be found in Appendix 1.a. on page 39.***

Upon review of the information presented in the above survey, Council asked staff to include information specific to snow removal services and the manner in which municipalities provided the service. The following survey includes information specific to snow removal operations.

| City /Population/ Households (1) | Solid Waste Approach | Snow & Ice Removal Approach | Service Area[1] | Privatization Considered | Capital Assets |
|---|---|---|---|---|---|
| **Bloomington**<br>76,610 pop<br>30,078 hhs | City crews, All houses & apts eligible. Multiple units may opt out. Bloomington does not require commercial haulers to provide recycling services. | All snow removal activities are completed by City employees. | 800 lane miles | Currently under consideration | 5 End Loaders with Plows<br>2 Backhoes with Plows<br>26-8 Ton Dump Trucks<br>5-1 Ton Dump Trucks with Plow and Spreader<br>2-4WD Pickups with Plow |
| **Normal**<br>52,497 pop<br>17,984 hhs | City crews, House & duplex-style homes only. Normal does not require commercial haulers to provide recycling services. | The town completes most snow removal. A private contractor is used to plow the McLean County Nursing Home. | 432 centerline miles | No. The Town is considering making McLean County Nursing home snow removal an in house service. | 21 pieces of snow removal equipment available. |
| **Champaign**<br>81,055 pop<br>30,712 hhs | Choice of 9 haulers. Fees unregulated. Houses & apts 4 units or fewer. The City requires commercial haulers to provide recycle services by ordinance. | Snow removal provided in house. Private contractors are called in extreme situations. | About 300 centerline miles | No. | 14 Snow plow trucks |
| **Decatur**<br>**76,122 pop**<br>**31,726 hhs** | 9 haulers assigned to areas. No choice of hauler. City sets fee. Houses & apts 6 units or fewer. Decatur requires haulers provide recycle services to residences but does not require commercial haulers to provide recycling. Solid waste services have been provided by private entities for over 50 years. | All snow removal services are provided in house. | About 800 lane miles | Yes. The City determined that complete privatization is not likely. | 23-Heavy duty snow plows<br>8-Medium & light duty snow plows<br>6-Loaders & misc. equipment |
| **Peoria**<br>**115,007 pop**<br>**46,849 hhs** | Contract with PDC. Houses & apts 4 units or fewer. | Private contractors are used for residential street and City employees remove snow from all other areas. | 480 centerline miles | The 2007-2008 snow season was the first that was partially privatized. | 28 - 7 Ton Vehicles<br>2 - 10 Ton Vehicles<br>12 - 1 Ton Vehicles<br>3 - Caterpillar Backhoes<br>3 - Loaders |

[1] Centerline Miles measure the total length of a given road from its starting point to its end point, ignoring the number and size of the lanes on the given road. Lane Miles are calculated by multiplying the center lane mileage of a road by the number of lanes it has. Lane mileage provides a total amount of mileage covered by lanes belonging to a specific road.

| City /Population/ Households (1) | Solid Waste Approach | Snow & Ice Removal Approach | Service Area[1] | Privatization Considered | Capital Assets |
|---|---|---|---|---|---|
| **Springfield**<br>116,250 pop<br>50,405 hhs | Choice of 4 haulers. City utility sets fee. Houses & apts 4 units or fewer. The City has utilized private haulers since the late 1950's. | City service. Private contractors are called when storms produce 10 or more inches of snow. | 386 centerline miles | No | Listed on an internal document that is shared only with the department |
| **Pekin**<br>34,094 pop<br>14,044 hhs | City crews. Houses & apts 4 units & fewer. | City Service. In rare events, contractors are used to clear alleys. | Not provided | No | 11- Front line trucks<br>3- Spare trucks<br>1- Cat wheel loader<br>1- Truck mounted spreader<br>1- Truck mounted with anti-icing system |
| **Morton**<br>16,267 pop<br>6,462 hhs | Contract with PDC (Grimm Brothers) Residences 4 units and less. 4-plexes may opt out. | Village service. In extreme events private contractors are hired to assist with snow removal. | 250-300 lane miles | No | 9-Trucks<br>2- Tractor/loader/backhoes |
| **Urbana**<br>41,250 pop<br>15,666 hhs | Choice of 9 haulers. Fees unregulated. Houses & apts 4 units or fewer. City requires private haulers by ordinance to provide recycling options to customers. | Street snow removal is completed in house. A private company assists with parking lots. | 250-300 lane miles | Yes but the City determined that they could provide the service at a lesser cost. | 6- Dump truck snow plows<br>1 Tandem dump truck Plow<br>3- Backhoes<br>4- 1 ton snow plows<br>3- End loaders<br>1- Grader<br>2- Skid Steer<br>1- Riding snow blower with attachments<br>2- Pickup trucks with plows |

[1] Centerline Miles measure the total length of a given road from its starting point to its end point, ignoring the number and size of the lanes on the given road. Lane Miles are calculated by multiplying the center lane mileage of a road by the number of lanes it has. Lane mileage provides a total amount of mileage covered by lanes belonging to a specific road.

***Descriptive narratives of the eight other municipalities surveyed may be found in Appendix 1.a. on page 40.***

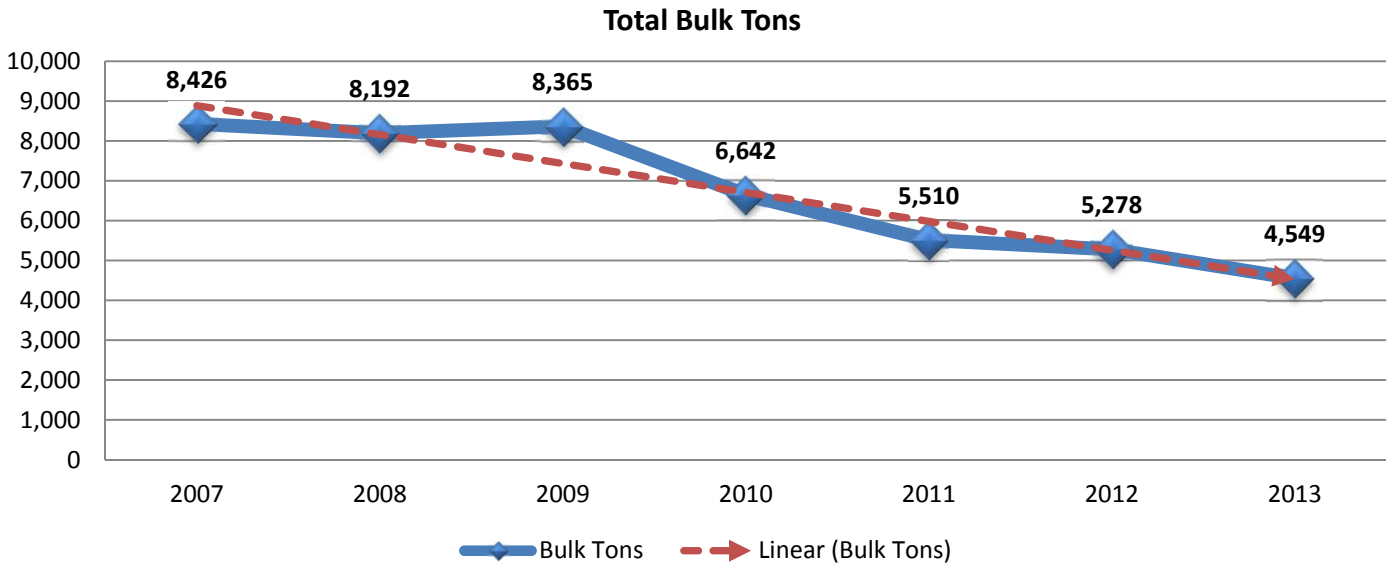
## *b. Workload Performance Data*

Updated from First Interim Report

Bloomington's Solid Waste Division has tracked workload performance data in four key service areas dating back to 2006. The results of this information reveal trends within the program and provide some insight into the changing dynamic of the service delivery and operating policies. The performance data recorded by the Solid Waste Division includes the collection of bulk items, refuse/household wastes, recycle materials, and street sweeping services. The following statistics are an update from the information shared in the First Interim Report with the inclusion of FY2013 workload data.

Bulk collection displays a declining trend in the volume of materials collected. While landfill fees continue to rise annually for the City, this is a positive indication that the volume of materials being transported and

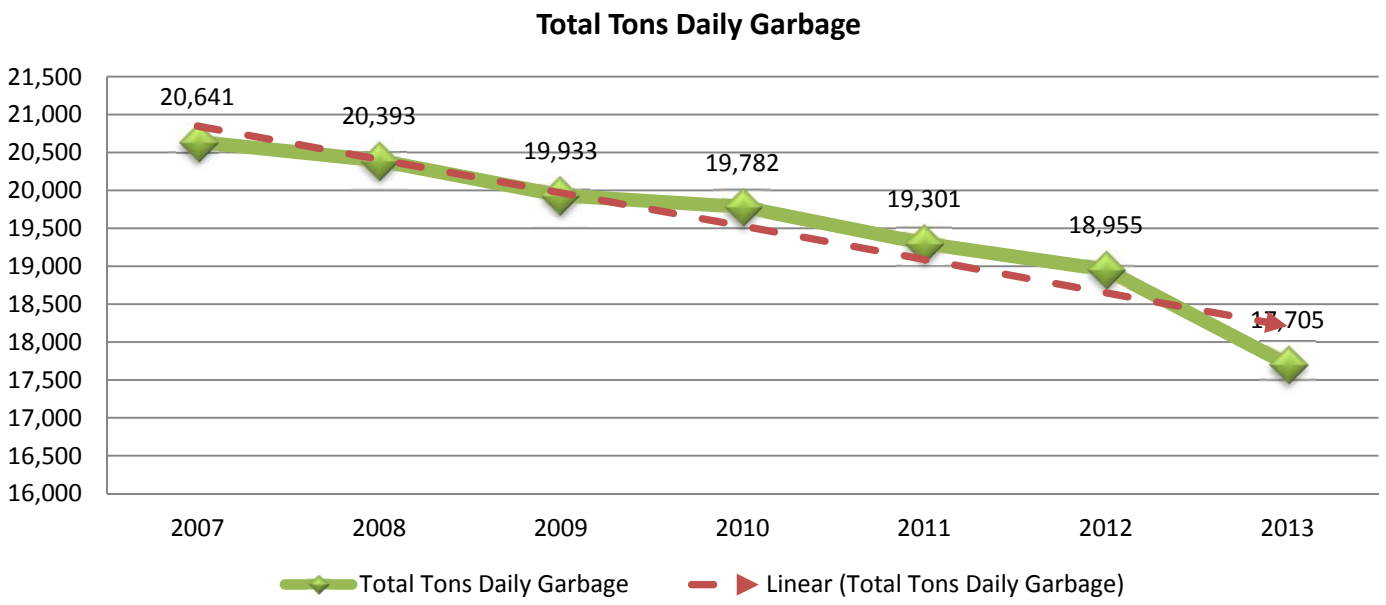
disposed of utilizing City resources may continue to decline. This reduction in volume may be attributed to a couple factors. In December 2009, the City changed its policy regarding the collection of bulk waste amending an unlimited bulk curbside collection to a maximum 2 front end loader buckets per residence per week without extra charge and a fee of $25 for each additional bucket. This policy change resulted in $34,367 in additional revenue from bulk collection services in FY 2011. The policy change also included an elimination of free collection of sod, dirt, concrete, rock, and shingles. This material gets extremely heavy, and landfill fees are paid by the ton. Instead residents may contact the Solid Waste Division to receive a quote for removal of the materials which will cover the expense to collect and dispose of the debris. This may have also contributed to the 46.01% overall reduction in bulk waste from FY2007 to FY2013.




## Bulk Tons

| Crew | Bulk Tons FY 2007 | Bulk Tons FY 2008 | Bulk Tons FY 2009 | Bulk Tons FY 2010 | Bulk Tons FY 2011 | Bulk Tons FY 2012 | Bulk Tons FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Crew 1 | 1,793 | 1,782 | 1,918 | 1,172 | 1,120 | 1,040 | 1,086 | -2.39% | -7.69% | -39.44% |
| Crew 2 | 2,019 | 1,930 | 1,990 | 1,530 | 1,130 | 1,089 | 1,129 | -8.71% | -9.22% | -44.09% |
| Crew 3 | 2,108 | 2,061 | 1,987 | 1,765 | 1,373 | 1,282 | 1,230 | -10.96% | -9.53% | -41.66% |
| Drop Off Facility | 2,505 | 2,419 | 2,471 | 2,175 | 1,888 | 1,868 | 1,104 | -18.39% | -13.00% | -55.92% |
| **Total Bulk** | 8,426 | 8,192 | 8,365 | 6,642 | 5,510 | 5,278 | 4,549 | -11.69% | -10.71% | -46.01% |

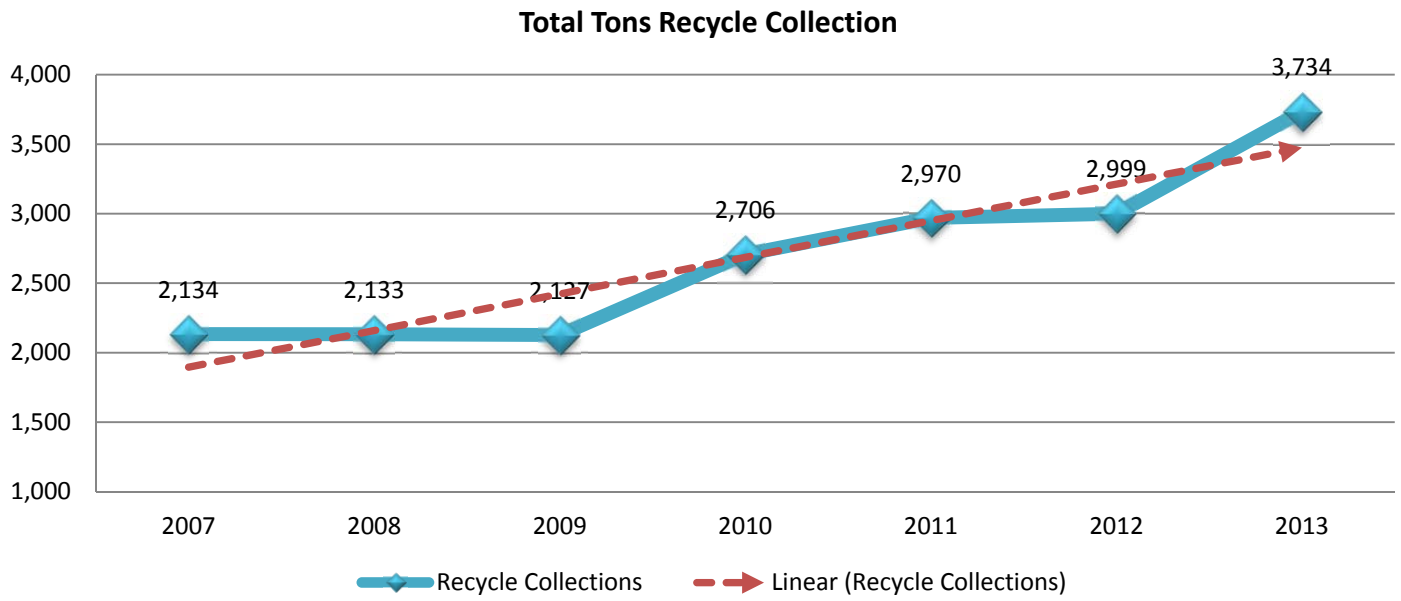
Household refuse has also experienced a decline in tonnage with a 14.22% decrease from FY2007 to FY2013. This may in part be attributed to the City's recycling initiative which has experienced continual growth in participation rates in recent years.




## Total Tons Daily Garbage

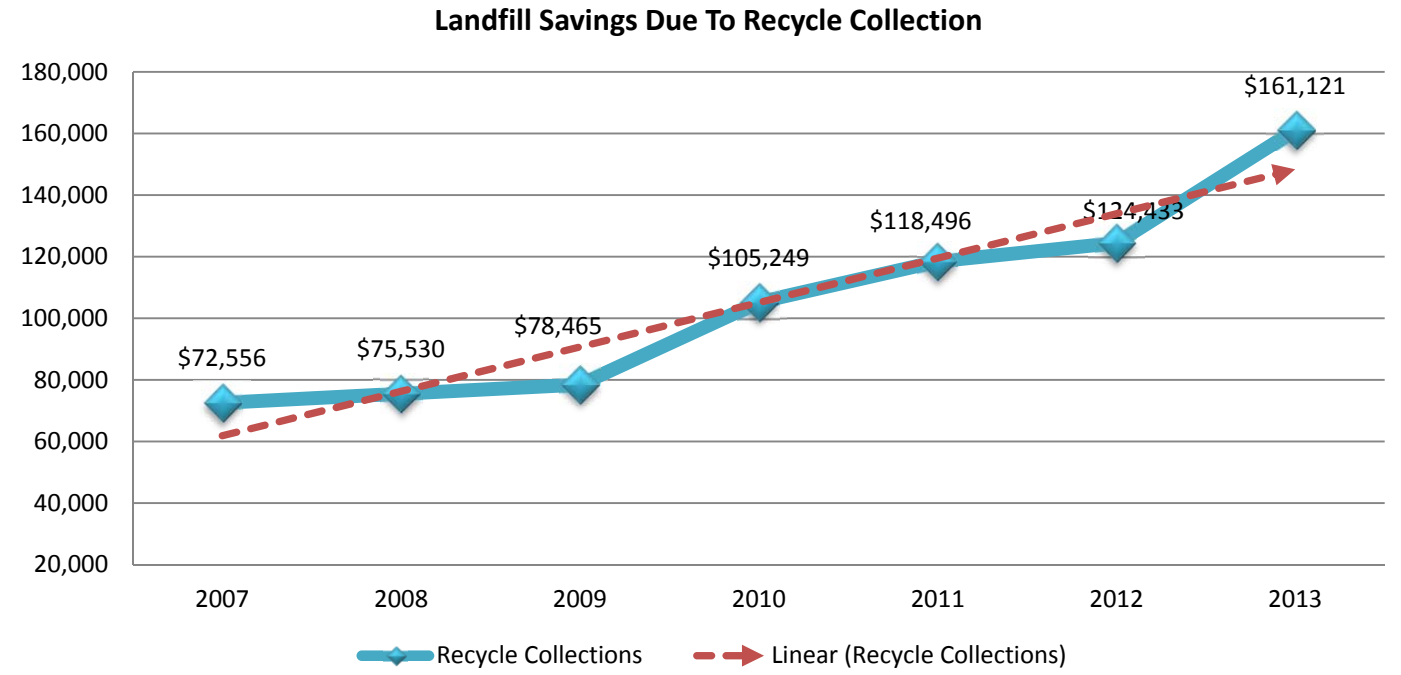
| Weekday | Total Tons FY 2007 | Total Tons FY 2008 | Total Tons FY 2009 | Total Tons FY 2010 | Total Tons FY 2011 | Total Tons FY 2012 | Total Tons FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Monday | 4,725 | 3,907 | 3,972 | 3,878 | 3,919 | 3,656 | 3,517 | -3.15% | -2.03% | -25.56% |
| Tuesday | 4,228 | 3,251 | 3,194 | 3,364 | 3,907 | 3,894 | 3,643 | 3.12% | 2.59% | -13.84% |
| Wednesday | 3,668 | 4,589 | 4,385 | 4,209 | 3,468 | 3,430 | 3,200 | -8.47% | -6.77% | -12.77% |
| Thursday | 4,216 | 3,977 | 3,886 | 4,056 | 4,236 | 4,126 | 3,877 | -1.39% | -0.42% | -8.05% |
| Friday | 3,803 | 4,669 | 4,497 | 4,275 | 3,772 | 3,850 | 3,468 | -6.54% | -5.65% | -8.80% |
| **Total Year** | 20,641 | 20,393 | 19,933 | 19,782 | 19,301 | 18,955 | 17,705 | -3.61% | -2.77% | -14.22% |

Recycle collection has experienced the greatest rate of change rising 74.98% in collection tonnage from FY2007 to FY2013. Staff expects this number to continue to increase as citizens continue to enroll in the City's recycle program which commenced automated service in November 2012. Increases in the number of citizens participating in the recycling program have decreased the amount of money charged to the City for landfill tipping fees. In FY2013, the City saved $161,121 in landfill tipping fees due to recycle collection efforts. From FY2007 to FY2013, the City experienced a 74.98% increase in savings due to recycle participation rates and landfill fees. The City contracts with Republic Services for landfill services and has an annual increase of 4% built into the contract which expired in March. The City renewed a contract a contract with Republic Services in February 2013 for a one year term. Citizens utilizing recycling services will save the City $44.44 per ton in landfill tipping fees for FY 2014. As of May 2013, the City's recycling program has a participation rate of 67%.




## Recycle Collections

| | Total Tons FY 2007 | Total Tons FY 2008 | Total Tons FY 2009 | Total Tons FY 2010 | Total Tons FY 2011 | Total Tons FY 2012 | Total Tons FY 2013 | 3 Year Avg Pct Chg | 6 Year Avg Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Tons | 2,134 | 2,133 | 2,127 | 2,706 | 2,970 | 2,999 | 3,734 | 11.74% | 12.44% | 74.98% |
| Landfill Savings | $72,556 | $75,529 | $78,465 | $105,249 | $118,495 | $124,432 | $161,120 | 15.69% | 17.02% | 122.06% |



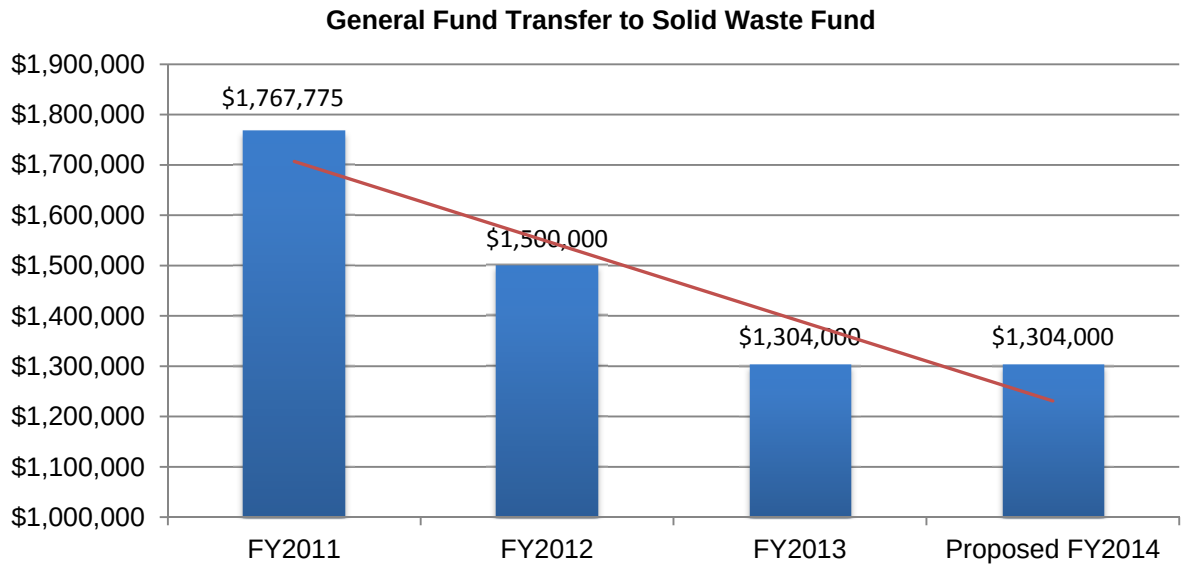
### Landfill Costs

| | Total Tons FY 2007 | Total Tons FY 2008 | Total Tons FY 2009 | Total Tons FY 2010 | Total Tons FY 2011 | Total Tons FY 2012 | Total Tons FY 2013 | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|
| Garbage | 20,641 | 20,393 | 19,933 | 19,782 | 19,301 | 18,955 | 17,705 | -14.22% |
| Bulk | 8,426 | 8,192 | 8,365 | 6,642 | 5,510 | 5,278 | 4,549 | -46.01% |
| Landfill Tipping Fee Rate | $34.00 | $35.41 | $36.89 | $38.89 | $39.90 | $41.49 | $43.15 | 26.91% |
| **Total Year** | $988,256 | $1,012,195 | $1,043,905 | $1,027,632 | $989,976 | $1,005,445 | $960,251 | -2.83% |

***Further workload performance data may be found in Appendix 1.b. on page 51.***

## *c. Cost Analysis*

In the Fiscal Year ending April 30, 2011, the City changed its accounting policies to establish the Solid Waste Fund, an enterprise fund used to account for the solid waste services provided by the City. The goal for removing Solid Waste operations from the General Fund to an Enterprise fund was for the Solid Waste Program to become self-supporting. This has been a long term goal and has not been successfully achieved. Costs for providing solid waste services have continued to exceed the amount of fees collected by the City under the City's current fee structure and service levels provided. The table below represents the City's subsidy levels from the City's General Fund to the Solid Waste Enterprise fund from FY 2011 to the adopted FY 2014 Budget.




Transfers from the general fund have decreased 26.23% since the transition of the Solid Waste Program to an enterprise fund in FY 2011. This reduction may be in part due to several organizational and operational changes to the program. Over the past 3 years the City has experienced an average increase of 17.15% in recycle participation amongst residents which reduces the landfill tipping fees charged to the Solid Waste Fund. The 2009 policy implementation regarding the collection of bulk waste has also contributed to additional revenue for the program by requiring residents to pay $25 per bucket load when exceeding the two bucket load limit per week. The policy change also eliminated the free collection of sod, dirt, concrete, rock, shingles, and other construction related materials generated by private contractors which may have contributed to the 37.36% decrease in bulk waste collected from 2006 to 2011. This policy change resulted in $34,367 in additional revenue in FY 2011 $29,029 in FY 2012, and a projected $23,587 in FY 2013. The Solid Waste Fund has also

been affected by higher fuels costs in recent years which are being offset through the purchase of new and more fuel efficient equipment.

Utilizing FY2012 Solid Waste Program operational costs, City staff identified the costs associated with providing each service within the Solid Waste Program. The table below represents a breakdown of the amount of personnel days dedicated to performing a function within the Solid Waste Program in FY2012.

Solid Waste Allocation of Days per Personnel

| Position | Bulk Waste | Garbage | Recycle | Yard | Street Sweeping | Snow | Snow OT | Snow Holiday | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| Laborer - Solid Wast | 186 | 46 | - | - | - | - | - | - | 232 |
| Laborer - Solid Wast | 184 | 47 | - | 9 | 1 | 1 | - | - | 242 |
| Truck Driver - Solid | 216 | 3 | - | 1 | - | 2.5 | - | 0.5 | 223 |
| Heavy Machine Operations- Solid | 221 | - | - | - | - | 1 | 2 | - | 224 |
| Truck Driver - Solid | 214 | - | - | 1 | 7 | 1 | 2 | 1 | 226 |
| Laborer - Solid Wast | 192 | 22 | - | 14 | - | 2 | - | - | 230 |
| Laborer - Solid Wast | 196 | 20 | - | - | - | 2 | 1 | 0.5 | 219.5 |
| Truck Driver - Solid | 202 | 2 | 1 | - | 1 | 4.5 | 1 | 0.5 | 212 |
| Truck Driver - Recycle | 74 | - | 158 | - | - | - | 1 | - | 233 |
| Truck Driver - Solid | 213 | 9 | - | - | 1 | 5 | 3 | 0.5 | 231.5 |
| Truck Driver - Recycle | - | - | 228 | - | - | - | - | - | 228 |
| Superintendent Solid Waste | - | - | - | - | - | - | - | - | 0 |
| Solid Waste Truck Driver | - | 224 | - | - | - | 0.5 | - | - | 224.5 |
| Laborer - Solid Wast | 179 | 47 | - | - | - | - | - | - | 226 |
| Laborer - Solid Wast | 147 | 67 | 1 | 13 | 2 | 1 | 1 | - | 232 |
| Truck Driver - Recycle | 66 | 35 | 4 | 99 | - | - | - | - | 204 |
| Truck Driver - Solid | 209 | 14 | 3 | - | - | - | 2 | 1 | 229 |
| Truck Driver - Solid | 214 | 5 | 1 | - | - | 2.5 | 0.5 | - | 223 |
| Truck Driver - Solid | 221 | - | - | 3 | - | 5.5 | 1 | 1 | 231.5 |
| Assistant Superintendent Solid Wast | - | - | - | - | - | - | - | - | 0 |
| Laborer - Solid Wast | 115 | 103 | 2 | | - | - | 1 | - | 221 |
| Laborer - Solid Wast | 15 | 62 | 147 | - | - | - | - | - | 224 |
| Solid Waste Truck Driver | | 200 | - | - | - | - | - | - | 200 |
| Truck Driver - Solid | 195 | 4 | 36 | - | - | - | 2 | - | 237 |
| Truck Driver - Solid | 142 | 13 | 24 | 15 | - | 4.5 | 2.5 | - | 201 |
| Solid Waste Truck Driver | 2 | 231 | - | 3 | - | - | 1 | - | 237 |
| Truck Driver - Solid | 179 | - | - | 8 | 31 | 5.5 | 2 | 0.5 | 226 |
| Solid Waste Truck Driver | - | 204 | 3 | - | - | - | - | - | 207 |
| Truck Driver - Solid | 166 | 5 | 56 | - | - | 2.5 | 1 | 0.5 | 231 |
| Heavy Machine Operations- Solid | 134 | 59 | - | - | - | 1.5 | 3 | 0.5 | 198 |
| Laborer - Solid Wast | 168 | 14 | - | 4 | - | - | - | - | 186 |
| Truck Driver - Solid | 222 | 8 | - | - | - | 3.5 | 2 | 0.5 | 236 |
| Laborer - Solid Wast | 181 | 42 | - | - | - | 1 | - | - | 224 |
| Truck Driver - Recycle | 13 | - | 202 | - | - | - | - | 0.5 | 215.5 |
| Solid Waste Truck Driver | - | 152 | - | 47 | - | - | - | - | 199 |
| Truck Driver - Solid | 129 | 7 | - | 52 | - | - | - | - | 188 |
| Laborer - Solid Wast | 66 | 67 | - | 30 | - | - | - | - | 163 |
| Solid Waste Truck Driver | 97 | 109 | - | - | - | - | - | - | 206 |
| Laborer - Solid Wast | 39 | 173 | - | - | - | - | - | - | 212 |
| Heavy Machine Operations- Solid | 213 | - | - | - | - | 2 | - | - | 215 |
| **Sub-Total:** | **5,010.00** | **1,994.00** | **866.00** | **299.00** | **43.00** | **49.00** | **29.00** | **7.50** | **8,297.50** |
| **Precentage:** | **60.38%** | **24.03%** | **10.44%** | **3.60%** | **0.52%** | **0.59%** | **0.35%** | **0.09%** | **100.00%** |

**FY 2012**
**Solid Waste Operations**

| | | Alley Maintenance | Bulk Waste | Garbage | Brush & Leaf Collections | Recycle | Street Sweeping | Unspecified |
|---|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | | |
| Bucket Charge | **$ (29,029)** | $ - | $ (29,029) | $ - | $ - | $ - | $ - | $ - |
| Refuse Fee | **$ (4,284,477)** | $ - | $ - | $ (4,284,477) | $ - | $ - | $ - | $ - |
| Other Penalty | **$ (116,460)** | $ - | $ - | $ (116,460) | $ - | $ - | $ - | $ - |
| Other Miscellaneous Revenue | **$ (138,763)** | $ - | $ (254) | $ - | $ - | $ (138,507) | $ - | $ (1) |
| From General Fund | **$ (1,500,000)** | $ (16,661) | $ (479,737) | $ - | $ (358,686) | $ (416,170) | $ (191,049) | $ (37,697) |
| | **$ (6,068,728)** | $ (16,661) | **$ (509,020)** | **$ (4,400,937)** | **$ (358,686)** | **$ (554,677)** | **$ (191,049)** | **$ (37,698)** |
| **Expenditures** | | | | | | | | |
| Salary Full Time | **$ 1,987,290** | $ - | $ 1,199,919 | $ 477,572 | $ 71,612 | $ 207,411 | $ 10,299 | $ 20,478 |
| Salary Seasonal | **$ 267,294** | $ - | $ 161,391 | $ 64,234 | $ 9,632 | $ 27,897 | $ 1,385 | $ 2,754 |
| Salary Over Time | **$ 105,222** | $ - | $ 63,533 | $ 25,286 | $ 3,792 | $ 10,982 | $ 545 | $ 1,084 |
| Other Salry | **$ (139)** | $ - | $ (84) | $ (33) | $ (5) | $ (15) | $ (1) | $ (1) |
| Dent Insurance | **$ 15,494** | $ - | $ 9,355 | $ 3,723 | $ 558 | $ 1,617 | $ 80 | $ 160 |
| Vision Insurance | **$ 2,817** | $ - | $ 1,701 | $ 677 | $ 102 | $ 294 | $ 15 | $ 29 |
| BCBS 400 | **$ 308,413** | $ - | $ 186,219 | $ 74,116 | $ 11,114 | $ 32,189 | $ 1,598 | $ 3,178 |
| HAMP-HMO | **$ 48,285** | $ - | $ 29,154 | $ 11,604 | $ 1,740 | $ 5,039 | $ 250 | $ 498 |
| Group Life Insurance | **$ 1,634** | $ - | $ 986 | $ 393 | $ 59 | $ 170 | $ 8 | $ 17 |
| RHS Contributions | **$ 3,037** | $ - | $ 1,834 | $ 730 | $ 109 | $ 317 | $ 16 | $ 31 |
| IMRF | **$ 326,070** | $ - | $ 196,880 | $ 78,359 | $ 11,750 | $ 34,032 | $ 1,690 | $ 3,360 |
| Social Security Medicare | **$ 179,458** | $ - | $ 108,356 | $ 43,126 | $ 6,467 | $ 18,730 | $ 930 | $ 1,849 |
| Medicare | **$ 3,868** | $ - | $ 2,335 | $ 929 | $ 139 | $ 404 | $ 20 | $ 40 |
| Workmans Compensation | **$ (4,038)** | $ - | $ (2,438) | $ (970) | $ (145) | $ (421) | $ (21) | $ (42) |
| Uniform Allowance | **$ 22,800** | $ - | $ 13,767 | $ 5,479 | $ 822 | $ 2,380 | $ 118 | $ 235 |
| LIUNA Pension | **$ 138** | $ - | $ 83 | $ 33 | $ 5 | $ 14 | $ 1 | $ 1 |
| Other Benefits | **$ 75,422** | $ - | $ 45,540 | $ 18,125 | $ 2,718 | $ 7,872 | $ 391 | $ 777 |
| | **$ 3,343,065** | **$ -** | **$ 2,018,530** | **$ 803,383** | **$ 120,467** | **$ 348,912** | **$ 17,325** | **$ 34,448** |
| Other Professional & Technical Services | **$ 9,500** | $ - | $ 5,736 | $ 2,283 | $ 342 | $ 992 | $ 49 | $ 98 |
| Repair Maintenance Vehicles | **$ 412,289** | $ 5,921 | $ 176,007 | $ 108,472 | $ 3,870 | $ 56,316 | $ 61,703 | $ - |
| Temporary Services | **$ 712** | $ - | $ 430 | $ 171 | $ 26 | $ 74 | $ 4 | $ 7 |
| Landfill Fees | **$ 1,096,332** | $ - | $ 795,737 | $ 300,595 | $ - | $ - | $ - | $ - |
| Leaf Disposal Fee | **$ 7,560** | $ - | $ - | $ - | $ 7,560 | $ - | $ - | $ - |
| Solid Waste Education | **$ 200** | $ - | $ - | $ - | $ - | $ 200 | $ - | $ - |
| Purchased Services | **$ 216,033** | $ - | $ 489 | $ 178 | $ 210,723 | $ 4,490 | $ - | $ 153 |
| Workers Compensation Premium | **$ 6,433** | $ - | $ 3,884 | $ 1,546 | $ 232 | $ 671 | $ 33 | $ 66 |
| Liability Premium | **$ 7,615** | $ - | $ 4,598 | $ 1,830 | $ 274 | $ 795 | $ 39 | $ 78 |
| Property Insurance Premium | **$ 3,316** | $ 48 | $ 1,415 | $ 872 | $ 31 | $ 453 | $ 496 | $ - |
| Worker's Compensation Claim | **$ 108,656** | $ - | $ 24,316 | $ 37,574 | $ 1,451 | $ 4,203 | $ 40,696 | $ 415 |
| Liability Claim | **$ 1,726** | $ - | $ 1,042 | $ 415 | $ 62 | $ 180 | $ 9 | $ 18 |
| Propery Claim | **$ 1,442** | $ 21 | $ 616 | $ 379 | $ 14 | $ 197 | $ 216 | $ - |
| Vehicle Claim | **$ 18,456** | $ 266 | $ 7,877 | $ 4,856 | $ 173 | $ 2,521 | $ 2,763 | $ - |
| Insurance Administration | **$ 22,150** | $ - | $ 13,374 | $ 5,323 | $ 798 | $ 2,312 | $ 115 | $ 228 |
| Fuel | **$ 267,392** | $ 6,317 | $ 132,269 | $ 68,373 | $ 2,344 | $ 34,202 | $ 23,888 | $ - |
| Other Supplies | **$ 2,927** | $ - | $ 1,767 | $ 703 | $ 105 | $ 305 | $ 15 | $ 30 |
| Lease Int | **$ 37,128** | $ - | $ - | $ - | $ - | $ 37,128 | $ - | $ - |
| Depreciation | **$ 284,744** | $ 4,089 | $ 121,558 | $ 74,915 | $ 2,673 | $ 38,894 | $ 42,614 | |
| To General Administration | **$ 209,194** | $ - | $ 126,311 | $ 50,272 | $ 7,538 | $ 21,833 | $ 1,084 | $ 2,156 |
| | **$ 2,713,804** | **$ 16,661** | **$ 1,417,425** | **$ 658,759** | **$ 238,218** | **$ 205,766** | **$ 173,725** | **$ 3,250** |
| **Total Expenditures** | **$ 6,056,869** | **$ 16,661** | **$ 3,435,955** | **$ 1,462,143** | **$ 358,686** | **$ 554,678** | **$ 191,049** | **$ 37,698** |
| **Percent of costs** | **100%** | **0.28%** | **56.73%** | **24.14%** | **5.92%** | **9.16%** | **3.15%** | **0.62%** |

The chart above represents the financial activity of the City of Bloomington Solid Waste Fund in FY 2012. Similar to most business oriented financial transactions; this fund collects revenue and disburses funds in accordance with the cost of operations. The following paragraphs will provide a brief synopsis on the methodology employed to compile the data within the Solid Waste Operations chart.

**Revenue** - Similar to Enterprise Funds operated by Local Governments throughout Illinois, the primary source of revenue for the Solid Waste Fund are user fees. However, user fees have been unable to offset the entire operations and thus, the City's General Fund has made a direct and annual financial transfer to support the Solid Waste operations. This transfer has supported the operations of this fund in addition to the capital necessities based upon the replacement of worn and outdated equipment. For example, in FY 2012 and FY 2013, the City purchased 11 automated refuse trucks, at an average of $300,000 each, to collect the garbage and recycling within the City. Additionally, the City will spend approximately $2,000,000 to purchase and distribute recycling and garbage carts to City residents. These purchases are a significant and costly investment to improve and enhance the efficiency of solid waste operations within the City.

Revenue within the chart has been allocated across six programs (street sweeping, recycling, brush & leaf collections, alley maintenance, garbage collections and bulk collections) which operate within the Solid Waste Fund. The revenue within the table is based upon actual collections from May 1, 2011 to April 30, 2012. From the actual solid waste fee to bucket charges and even revenue obtained from recycling commodities; revenue is allocated in accordance with the area which generates the revenue. This allocation has been relatively simple since the City tracks the revenue on a program basis. In terms of the annual General Fund transfer, the allocation has been assigned to permit the non-garbage functions to break even in terms of revenue vs. expenditure. The transfer has been apportioned in the following order: street sweeping, recycling, brush & leaf collections, alley maintenance, and bulk collections.

**Expenses** – The expenses within the Solid Waste Fund are separated between payroll and operational expenses. Payroll expenses include those expenses which are paid to City employees. These expenses can include full time salaries and benefits such as the City's portion of Social Security and pension contributions. Operational expenses include payments to offset a significant expenditure such as landfill fees to the purchase of commodities (fuel, etc.) and services such as casualty insurance payments and vehicle repair. Additionally, the City has included the annual interest paid on the vehicle capital lease, equipment depreciation and a transfer to the General Fund to offset administrative cost allocated to the Solid Waste Fund. The following paragraphs will take a closer look at the payroll and other expenses related to the Solid Waste Fund.

As mentioned in the prior paragraph, the payroll expenses are items which are accounted for within the City's general ledger to track payroll and benefit salaries. From these line items, the City pays full-time, seasonal and overtime salaries in addition to the City's portion of medical insurance, pension and federal taxes. Other payroll expenses which are paid from these line items are specified within the labor contract and these expenses include shoe allowances and sick leave buyback payouts which eligible employees receive upon retirement from the City. The allocation across the six programs was challenging since the City does not specifically identify employee tasks through a time keeping system. To accomplish this task, the City used job assignment sheets which are maintained by Solid Waste supervisors to determine the area each employee was scheduled to work within on a daily basis. Once this data was analyzed, the benefits were allocated in accordance with the time allotted within each program. The employee's time committed to the "yard" program was integrated into the bulk waste program, while the snow & ice hours are accounted for within the General Fund. Finally, data from the City's general ledger system assisted in the assignment of expenses in relationship to shoe allowances and distributions of sick leave buyback payout.

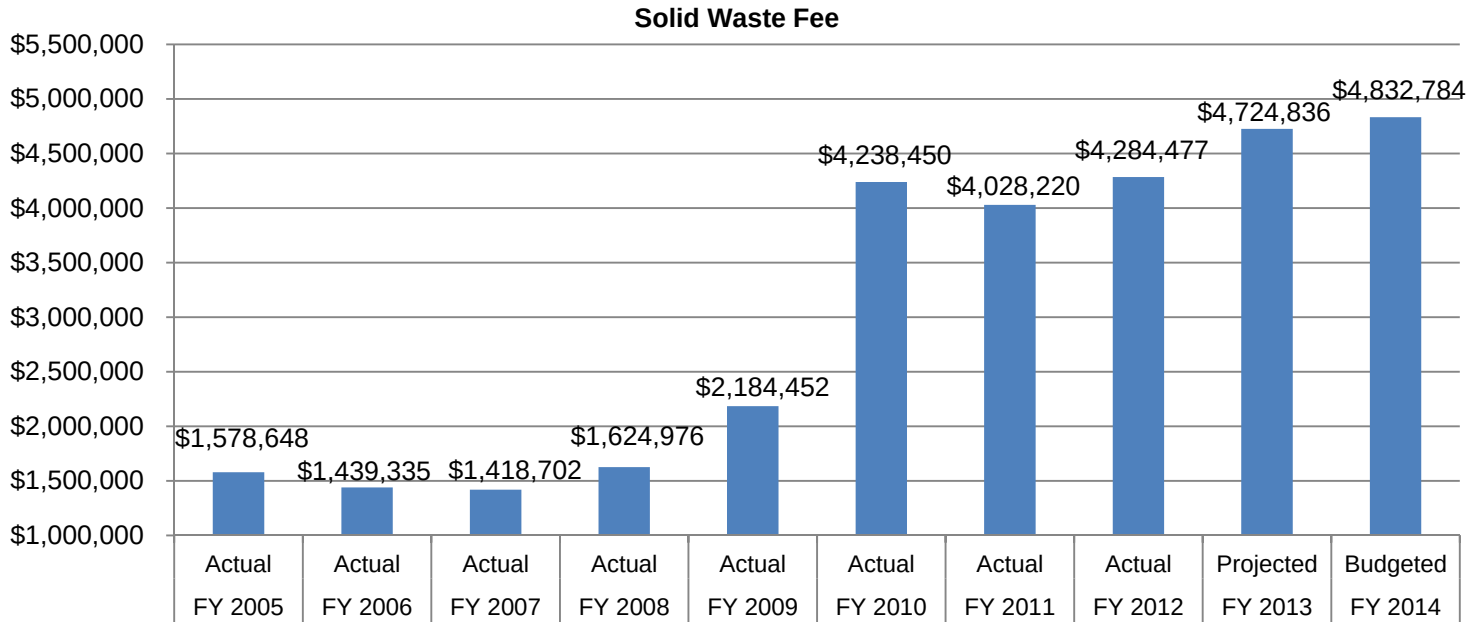
The allocation of operational expenses was relatively simple. For example, vehicles are tracked in accordance with the function performed. Equipment used for the collection of recycling and bulky waste are easy to identify and thus repairs, fuel, insurance and other expenditures can accurately and easily be identified with a specific function. This same procedure was used to allot depreciation between the programs. During the compilation of the analysis, each invoice within this fund was examined and identified to one of the six programs within the fund. Similar to equipment, staff was able to identify which supplies or other professional and technical service should be charged to each program. Interest for the lease payment for the recycling trucks

was easily identified since the only new equipment purchased during this period was the four new recycling trucks. Finally, the administrative expense transfer to the General Fund was allocated in accordance to the budget for each program.

### *d. Historical Fees for Service*

In FY 2004 through FY 2007, the City charged $5.00 per residence for solid waste services generating an average of $1,478,895 in user fee revenue for the solid waste program. In FY 2008, the City increased the user fee for solid waste to $7.00 resulting in $206,274 increase in revenue. In FY 2010, the fee was doubled to $14.00 resulting in twice the revenue collections with $4,238,450 in total revenue. The most recent increase occurred in the current fiscal year establishing a $16.00 user fee for solid waste services and staff anticipates $612,000 in additional revenue for the program.

| | FY 2004 | FY 2008 | FY 2010 | FY 2013 | FY 2014 |
|---|---|---|---|---|---|
| Rate per residence | $5.00 | $7.00 | $14.00 | $16.00 | $16.00 |



## e. Public Input

Public input and customer satisfaction levels are a significant component of this study and should be examined carefully when facing major program decisions. To garner feedback from citizens, City staff utilized interactive focus groups, a postal survey, and an online survey to obtain public opinion on current service levels and potential program restructuring.

### Focus Groups

Unfortunately, fostering citizen participation in the interactive focus groups proved to be more challenging than anticipated. Staff engaged the professional services of Lynn Montei to assist with the facilitation of the focus group sessions. The goal was to host 2 interactive focus group sessions with citizens comprising groups of approximately 20 people each. Working with Lynn, staff utilized City ward maps and Google street view features to strategically identify property addresses representative of a healthy cross section of the City's neighborhoods to invite to the focus groups. Staff invited 12 residences from each ward and 12 residences selected at-large for a total invite list of 120 individuals. Staff planned to host 2 interactive sessions, one in the afternoon and one in the evening. Selected attendees were mailed an invitation 3 weeks in advance and asked to RSVP with City Hall if they planned to attend. Attendees were provided the option of choosing either an afternoon session or an evening session. The letters mailed to the attendees were personalized with the residents name on the front of the envelope and on the invitation letter, so they knew they were specifically selected and invited to attend. After 2 weeks of the letters being mailed and received, only 3 people had expressed intent to participate. This represented a response rate of 2.5% willingness to participate. For the staff to accomplish its goal of 20 attendees per session, 1,600 invitations would have had to have been sent out. In efforts to salvage the planned dates for the sessions, staff ran 2 press releases asking any and all interested parties to attend the public input sessions. Two advertisements were placed in the Pantagraph including one paid advertisement in the Sunday paper. Staff also asked City Council assistance in last minute recruitment efforts and to share the session dates with their constituents.

Although not well attended, two focus group sessions were held on Wednesday, April 10 and Thursday, April 11. Participants were asked to sit at a table which had an assigned table number for documentation purposes. Facilitator Lynn Montei began each session with brief introductions followed by an overview of the expectations of the sessions. City staff provided a 15 minute 17 slide PowerPoint presentation featuring the major issues, themes, facts, and data that have been analyzed by City leaders as it relates to the Solid Waste Program. Attendees were then provided a 5 minute Q&A session where they could ask questions of staff or ask staff to elaborate on a certain issue. Attendees were next asked to participate in an interactive table dialogue with other attendees and record pertinent conversations on a flipchart located next to the tables. Questions or prompts were offered as ways of helping table groups start their conversations. Some groups used them and some did not. The prompts given are as follows:

- What you appreciate and value about your current solid waste disposal services
- Your views about level of service, especially a reduction to the # of free buckets of bulk waste and cost of additional buckets
- Your views about program costs and payment approaches
- Other input or advice or suggestions that reflect community values

The Wednesday, April 10 at 7:00 pm focus group held in the Osborne Room of the Police Department had 8 citizens in attendance. The following are the notes and information gathered the table discussions and flipcharts.

Table 1

1. Drop-site for bulk items a great asset
2. Maintain current range of services
3. Encourages a clean community
4. Consider bucket fees
    a. Multiple buckets (paying for 2nd bucket okay; if paying for 1st bucket, reduce the $16 cost)
    b. Apartment costs – owner responsibility
5. Itemize – furniture vs soil, brush and leaves
6. Drop off fees for non-Bloomington residents (check ID)
7. Lawn bags – for minimal fee/bag, e.g., $1-2.00
8. Communicate more about Re-Stores for furniture, electronics
9. Share resources with Normal

Table 2

1. Appreciate
    a. Everything in one recycle cart
    b. Quality of service (on-time)
    c. Drop-off site highly valued
2. People taking advantage – better tracking, enforcement, including contractors
3. Suggest 2 free buckets of bulk waste/year
4. Contain fees (maintain)
5. Income stays in Enterprise Fund; no fund transfer (out).
6. Fees balanced with costs
7. Service quality
8. Plan for waste to energy after landfill closes, as an income stream
9. Treat trees and brush differently from bulk

The afternoon focus group session was held on Thursday, April 11 at 1:00 pm Prairie Vista Golf Course Community Room. There were 7 citizens in attendance. The following are the notes and information gathered from the table discussions and flipcharts.

Table 1

1. Appreciate current services, excellent quality
2. Future – energy conversion?
3. Offer 35 gallon carts – may increase # of those that recycle
4. Fee restructure???
    a. Tie the fee to Consumer Price Index?
    b. Incremental increases?
5. Recycle dumpster for condos/apartment complexes; could do refuse too
6. Drop off for garbage
7. Why not offer the 35 gallon toter? Size is more manageable and fits in a smaller space

Table 2

1. Appreciate – regular, dependable service; very consumer friendly for homeowner
2. Level of service – suggest bulk pickup 4/year or 2 scoops twice/year; pay for other pickup

3. Cost – current $16 very affordable for services received
4. Smaller cart options – 90 gal, 65 gal and 35 gal totes
5. Yard waste regular schedule – what is it currently?
6. Look into www.RecycleBank.com

No Table #

1. Regularly schedule garden waste pickup

Emailed comment

1. I was unable to attend the sessions regarding plans for solid waste but I do wish to make a couple of observations. It is probably inevitable that there will be changes in garbage collection. I do hope the city has learned a lesson from the expensive, oversized recycling carts and trucks. I am an avid recycler with the smaller (65 gallon) cart. I have yet to fill the cart even though I have sometimes waited two months to take it to the parkway. The huge blue carts are now seen all over the central city all the time, and the heavier trucks are harder on our roads and alleys.
2. My biggest disappointment, though, is that, instead of finally addressing the inequities of bulk waste collection, which all of us pay for and few of us use, the city is still ignoring this matter.

Staff feels while attendance for the meetings were significantly lower than anticipated or hoped for, the attendees taking advantage of the opportunity benefited from the experience and provided staff the opportunity to hear some of their concerns.

## Postal Survey

In May 2013, City staff conducted a Solid Waste Customer Satisfaction Survey utilizing random sampling techniques designed to provide statistically significant results. The goal of staff was to produce a survey that achieved a confidence interval of 95% (meaning the results have a 95% likelihood of being reproduced if conducted again) and a confidence interval (or "margin of error") of +/- 5%. In 2009, the City conducted a Citizen Satisfaction Survey utilizing random sampling techniques which received a response rate of 21.4% representing a commendable participation percentage. The May 2013 Solid Waste Survey experienced a response rate of 25.4% or 762 returned surveys out of the 3,000 mailed to customers. This participation rate gives the City's survey results a 95% confidence level with a margin of error of +/- 4% (95% confidence level with a +/- 5% confidence interval being the most commonly used and accepted criteria).

Survey participants were selected at random utilizing water billing database. Only households within the City of Bloomington corporate limits received the survey excluding properties not used for residential purposes. Participants were mailed a copy of the survey, a letter explaining its purpose, and a return envelope with postage included. The survey consisted of 7 sections comprising 50 questions with a general comment section at the end.

To complement the City's postal survey results, an identical online version was placed on the City's website in June to solicit feedback from anyone wishing to share their opinions. The survey was on the City's homepage for 2 weeks (June 5 – June 19). The survey experienced 157 total participants. While not conducted utilizing scientific methods, the results appear similar to the City's postal survey and are displayed in the following tables alongside the postal survey results.

## Section 1: Background Information

**1a. In which ward do you live?**

| Answer | Postal Survey Percent | Postal Survey Number | Online Survey Percent | Online Survey Number |
|---|---|---|---|---|
| Ward 1 | 6.06% | 45 | 8.4% | 12 |
| Ward 2 | 10.51% | 78 | 8.4% | 12 |
| Ward 3 | 16.36% | 114 | 13.3% | 19 |
| Ward 4 | 14.15% | 105 | 17.5% | 25 |
| Ward 5 | 10.92% | 81 | **23.1%** | **33** |
| Ward 6 | 4.04% | 30 | 9.1% | 13 |
| Ward 7 | 5.53% | 41 | 9.1% | 13 |
| Ward 8 | **18.06%** | **134** | 6.3% | 9 |
| Ward 9 | 15.36% | 114 | 4.9% | 7 |
| No Answer | | 20 | 14 | |
| Total | 100% | | 100% | 143 |

**1b. How many individuals currently live in your household?**

| Answer | Postal Survey Percent | Postal Survey Number | Online Survey Percent | Online Survey Number |
|---|---|---|---|---|
| 1 | 18.08% | 128 | 17.3% | 27 |
| 2 | **45.20%** | **320** | **43.6%** | **68** |
| 3 | 15.25% | 108 | 14.7% | 23 |
| 4 | 13.42% | 95 | 17.3% | 27 |
| 5 | 6.21% | 44 | 3.8% | 6 |
| 6 | 1.41% | 10 | 1.9% | 3 |
| 7+ | 0.42% | 3 | 1.3% | 2 |
| No Answer | | 54 | | 1 |
| Total | 100% | | 100% | 156 |

**1c. What is your age?**

| Answer | Postal Survey Percent | Postal Survey Number | Online Survey Percent | Online Survey Number |
|---|---|---|---|---|
| 18 – 30 | 4.80% | 35 | 6.4% | 10 |
| 31 – 45 | 21.40% | **156** | **33.3%** | **52** |
| 46 – 60 | 31.82% | 232 | **33.3%** | **52** |
| 60+ | **41.98%** | 306 | 26.9% | 42 |
| No Answer | | 33 | | 1 |
| Total | 100% | | 100% | 156 |

**1d. If you have lived outside of Bloomington within the past 5 years, did your previous refuse collector charge for additional collection services such as recycle, bulk, yard waste, etc.?**

| Answer | Postal Survey Percent | Postal Survey Number | Online Survey Percent | Online Survey Number |
|---|---|---|---|---|
| Yes | 13.17% | 27 | 32.9% | 24 |
| No | **86.83%** | **178** | **67.1%** | **49** |
| No Answer | | **557** | | |
| Total | 100% | | 100% | |

## Section 2: Satisfaction Level of Services Provided

Satisfaction levels for curbside household trash, recycling, and large items were very high with over 80% in each category responding "Satisfied" or "Very Satisfied". Drop off recycling received a majority of "Neutral" responses. This may be due in part to the reported low use of the facilities.

**2. Please rate your level of satisfaction with each of the following services?**
Postal Survey Percent (Number) / Online Survey Percent (Number)

| | Very Unsatisfied | Unsatisfied | Neutral | Satisfied | Very Satisfied |
|---|---|---|---|---|---|
| Curbside household trash collection | 2.89% (22) / 5.81% (9) | 1.84% (14) / 1.94% (3) | 3.29% (25) / 1.29% (2) | 27.24% (207) / 21.3% (33) | **64.74% (492) / 69.68% (108)** |
| Curbside recycling | 3.35% (25) / 3.27% (5) | 0.54% (4) / 1.31% (2) | 4.55% (34) / 3.27% (5) | 21.42% (160) / 13.73% (21) | **70.15% (524) / 78.43% (120)** |
| Curbside large items collection | 2.50% (18) / 4.70% (7) | 2.50% (18) / 4.03% (6) | 14.15% (102) / 15.44% (23) | 30.51% (160) / 22.82% (34) | **50.35% (363) / 53.02% (79)** |
| Curbside yard waste | 3.02% (22) / 4.73% (7) | 7.01% (51) / 4.05% (6) | 14.70% (107) / 16.22% (22) | 30.91% (225) / 29.73% (44) | **44.37% (323) / 45.27% (67)** |
| Drop-off recycling | 2.45% (15) / 2.96% (4) | 2.61% (16) / 2.22% (3) | **55.30% (339) / 57.04% (77)** | 20.39% (125) / 17.78% (24) | 19.25% (118) / 20.00% (27) |
| Drop-site large items | 2.31% (14) / 3.70% (5) | 1.81% (11) / 3.70% (5) | **57.99% (352) / 55.56% (75)** | 18.62% (113) / 16.30% (22) | 19.28% (117) / 20.74% (28) |
| Drop-site yard waste | 3.47% (21) / 3.65 (5) | 4.13% (25) / 4.38% (6) | **51.32% (311) / 54.01% (74)** | 20.46% (124) / 15.33% (21) | 20.63% (125) / 22.63% (31) |
| Snow removal from public streets | 5.75% (43) / 5.26% (8) | 12.43% (93) / 8.55% (13) | 15.78% (118) / 15.79% (24) | **42.11% (315) / 36.84% (56)** | 23.93% (179) / 33.55% (51) |

## Section 3: Use of Services

A very high percentage of citizens reported using the curbside household trash and curbside recycling services. The option of 3 and 4+ technically should not have been available for respondents as our recycling program operates on an every other week collection schedule, so citizens would only have curbside collection available 2 times per month. Staff cannot explain the percentage of people stating they use the service more frequently.

**3. Please indicate how many times in a typical month you use the following services?**
Postal Survey Percent (Number) / Online Survey Percent (Number)

| | 0 | 1 | 2 | 3 | 4+ |
|---|---|---|---|---|---|
| Curbside household trash collection | 1.06% (8) / 1.30% (2) | 1.72% (13) / 1.95% (3) | 4.49% (34) / 8.44% (13) | 5.28% (40) / 5.19% (8) | **87.47% (663) / 83.12% (128)** |
| Curbside recycling | 5.74% (43) / 5.23% (8) | 5.74% (43) / 7.84% (12) | **70.23% (526) / 66.67 (102)** | 3.34% (25) / 1.31% (2) | 14.95% (112) / 18.95% (29) |
| Curbside large items | **47.65% (335) / 48.65% (72)** | 40.83% (287) / 32.43% (48) | 7.97% (56) / 9.46% (14) | 1.56% (11) / 0.68% (1) | 1.99% (14) / 8.78% (13) |
| Curbside yard waste | 19.86% (146) / **29.14% (44)** | **37.82% (278) /** 26.49% (40) | 25.03% (184) / 17.22% (26) | 10.88% (80) / 12.58% (19) | 6.39% (47) / 14.57% (22) |
| Drop-off recycling | **81.74% (582) / 76.87% (113)** | 11.94% (85) / 14.29% (21) | 3.09% (22) / 5.44% (8) | 1.26% (9) / 0.00% (0) | 1.97% (14) / 3.40% (5) |
| Drop-site large items | **85.61% (607) / 80.54% (120)** | 10.16% (72) / 11.41% (17) | 1.69% (12) / 4.03% (6) | 1.41% (10) / 0.67% (1) | 1.13% (8) / 3.36% (5) |

## Section 4: Use of Services

This section was designed to help staff understand what, if any, services the City provided in the solid waste program may need advertised better. It is clear citizens are very aware of all the curbside services the City offers. Recycling fortunately received a 90.89% "Very Aware" rating. A majority of the respondents, however; were not aware of the City's drop-off recycling and drop-off large item services.

**4. Please indicate your level of awareness with the following services?**
Postal Survey Percent (Number) / Online Survey Percent (Number)

| | Not Aware | Somewhat Aware | Very Aware |
|---|---|---|---|
| Curbside household trash collection | 0.13% (1) / 1.30% (2) | 7.11% (54) / 4.55% (7) | **92.76% (705) / 94.16% (145)** |
| Curbside recycling | 0.79% (6) / 1.97% (3) | 8.32% (63) / 3.29% (5) | **90.89% (688) / 94.74% (144)** |
| Curbside large items | 7.43% (56) / 8.44% (13) | 36.60% (276) / 25.97% (40) | **55.95% (422) / 65.58% (101)** |
| Curbside yard waste | 6.91% (52) / 9.15% (14) | 27.93% (210) / 25.49% (39) | **65.16% (490) / 65.36% (100)** |
| Drop-off recycling | **40.77% (298) / 34.21% (52)** | 34.06% (249) / 32.24% (52) | 25.17% (184) / 33.55% (152) |
| Drop-site large items | **47.28% (347) / 38.41% (58)** | 28.88% / (212) / 29.80% (45) | 23.84% (175) / 31.79% (48) |
| Snow removal | 4.79% (36) / 2.03% (3) | 23.30% (175) / 19.59% (29) | **71.90% (540) / 78.38% (116)** |

## Section 5: Support Change to the Solid Waste Program If…

This section was added to gauge citizen's willingness to support change given a certain outcome. The majority of respondents agreed with all of the statements except for an increase in costs to provide for more drop off recycle locations; 88.76% of the respondents disagreed with this statement.

**5. I would support change to the current Solid Waste Program if…**
Postal Survey Percent (Number) / Online Survey Percent (Number)

| | Yes | No |
|---|---|---|
| It saved me money by providing me an option to choose the services I would like to receive (i.e. Garbage, bulk, recycle, yard waste collection) | **62.96% (442) / 54.05% (80)** | 37.04% (260) / 45.95% (68) |
| It increased the services that I receive | **53.66% (374) / 64.34% (92)** | 46.34% (323) / 35.66% (51) |
| It improved the services I receive | **68.57% (480) / 72.79% (107)** | 31.43% (220) / 27.21% (40) |
| It enhanced environmental practices | **74.47% (525) / 78.38% (116)** | 25.53% (180) / 21.62 (32) |
| It saved the City money | **75.54% (528) / 73.47% (108)** | 24.46% (171) / 26.53% (39) |
| Costs were increased to provide additional drop off recycling sites | 11.24% (79) / 15.97% (23) | **88.76% (624) / 84.03% (121)** |

## Section 6: Agree, Disagree, or Unsure

This section comprised the most questions and again asked respondents to state whether they "Agreed", Disagreed", or were "Unsure" about the provided statement. There was close to an 11% margin of difference between respondents saying they disagreed that the City's Solid Waste Program was in need of change and respondents saying they were unsure. The majority, however; stated they disagreed. Recycling services experienced a large majority of respondents stating the service was a priority with 76%. Only 20.35% stated that the solid waste disposal fees were too high. And 57.68% stated they would support paying additional charges after 1 front end loader bucket of bulk per week.

**6. Please indicate whether you agree, disagree, or are unsure about each of the following statements** Postal Survey Percent (Number) / Online Survey Percent (Number)

| | Agree | Disagree | Unsure |
|---|---|---|---|
| Bloomington's Solid Waste Program is in need of change | 12.03% (90) / 20.00% (30) | **49.60% (371) / 48.67% (73)** | 38.37% (287) / 31.33% (47) |
| I would favor a usage-based fee for solid waste disposal services rather than on fee for all residents, regardless of usage | 37.53% (280) / 39.19% (58) | **40.88% (305) / 45.95% (68)** | 21.58% (161) / 14.86% (22) |
| I would be willing to pay more for waste collection services if it meant the fees paid for the service provided (the City currently subsidizes the solid waste program) | 15.33% (111) / 34.25% (50) | **55.39% (401) / 41.78% (61)** | 29.28% (212) / 23.97% (35) |
| Recycling Services are a priority. | **76.01% (564) / 80.27% (118)** | 10.65% (79) / 10.20% (15) | 13.34% (99) / 9.52% (14) |
| The current costs for solid waste disposal are too high. | 20.35% (151) / 14.09% (21) | 39.08% (290) / **48.99% (73)** | **40.57% (301) /** 36.91% (55) |
| The current costs for solid waste disposal are fair. | **50.41% (371) / 58.62% (85)** | 16.58% (122) / 8.97% (13) | 33.02% (243) / 32.41% (47) |
| Information about solid waste services in Bloomington is easy to find. | 37.15% (276) / **44.14% (64)** | 18.30% (136) / 21.38% (31) | **44.55% (331) /** 34.48% (50) |
| I support a change in services to decrease the city funding gap. | 21.22% (157) / 31.72% (46) | **40.81% (302) / 36.55% (53)** | 37.97% (281) / 31.72% (46) |
| I am willing to pay extra to receive recycling services. | 24.29% (180) / 38.10% (56) | **60.73% (450) / 40.14% (59)** | 14.98% (111) / 21.77% (32) |
| There are too many garbage trucks on the roads contributing to traffic congestion. | 2.40% (18) / 6.16% (9) | **85.75 (644) / 81.51% (119)** | 11.85% (89) / 12.33% (18) |
| The City currently provides residents with large item pickup services once a week equivalent to 2 front end loader buckets at no additional charge ($25 per bucket after 2 bucket limit). As a cost saving measure to the Solid Waste Program, I would support paying additional charges after 1 front end loader bucket per week. | **57.68% (432) / 59.06% (88)** | 31.51% (236) / 26.17% (39) | 10.81% (81) / 14.77% (22) |
| I am happy with the snow removal services provided by Bloomington. | **69.97% (508) / 73.79% (107)** | 20.94% (152) / 15.17% (22) | 9.09% (66) / 11.03% (16) |
| Snow removal service is provided by the same city staff members who provide waste disposal service. If it reduces costs, I would support contracting out snow removal to a private vendor, even if doing so might also reduce the current level of solid waste disposal services. | 18.10% (133) / 17.01% (25) | **61.77% (454) / 68.71% (101)** | 20.14% (148) / 14.29% (21) |

## Section 7: Should the City Provide the Service

The Final Questions section was designed to gauge citizen's thoughts on what should be a city provided service and what should not. Overwhelmingly, respondents stated that every service provided within the City's solid waste program should be a City provided service. The lowest of the services provided were the drop off recycling and drop off large item location services; both having respondents under 70% stating it should be a City provided service.

### 7. Final Questions

Postal Survey Percent (Number) / Online Survey Percent (Number)

| | Yes | No | Unsure |
|---|---|---|---|
| The City should provide curbside household trash collection | **97.36% (739) / 97.28% (143)** | 1.32% (10) / 0.68% (1) | 1.32% (10) / 2.04% (3) |
| The City should provide curbside recycling collection | **93.28% (708) / 95.21% (139)** | 2.37% (18) / 1.37% (2) | 4.35% (33) / 3.42% (5) |
| The City should provide curbside large item collection | **80.18% (607) / 80.95% (119)** | 6.74% (51) / 7.48% (17) | 13.08% (99) / 3.42% (5) |
| The City should provide curbside yard waste collection | **91.55% (693) / 91.84% (125)** | 3.17% (24) / 2.04% (3) | 5.28% (40) / 6.12% (9) |
| The City should provide drop-off recycling locations | **65.56% (493) / 68.03% (100)** | 11.04% (83) / 8.84% (13) | 23.40% (176) / 23.13% (147) |
| The City should provide drop-off large item locations | **68.57% (517) / 71.92% (105)** | 8.75% (66) / 7.53% (11) | 22.68% (171) / 20.55% (30) |

General comments may be found in the appendix on page 59.

## 2. Program Issues and Needs

There are numerous operational and program issues and needs which confront the City of Bloomington's Solid Waste Program. The following issues have been identified by the Solid Waste Analysis Team and represent challenges which will require future action by the City Council and department leaders.

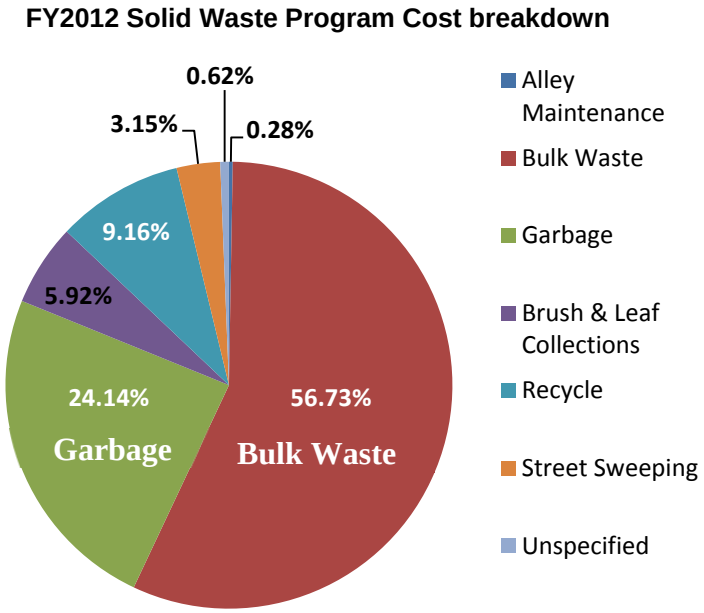
a) Automated refuse and recycle collection services to apartments, apartment complexes, and condominiums
b) Provision of two bulk waste bucket loads at no charge
c) Transition to automated collection and staffing levels
d) Landfill service contract expiring in March of 2014
e) Midwest Fiber recycle contract expires May 2015
f) Volatile Recycle Commodity Rates
g) 35 Gallon Trash and Recycle Carts

**a) Automated refuse and recycle collection services to apartments, apartment complexes, and condominiums**: An immediate issue facing the Solid Waste Program is the provision of automated refuse and recycle collection to apartments, apartment complexes and condominiums. This issue has been discussed in the past but it now presents an immediate logistical issue as the City switches to a more automated, efficient, and less labor intensive service delivery. A comprehensive draft document detailing this concern and proposing options for future Council consideration is provided in ***appendix 2.a. on page 76.***

**b) Provision of two bulk waste bucket loads at no charge:** The bulk waste section of the Solid Waste Program has three crews with one operator, three truck drivers and one laborer. During the summer, an additional three packers (refuse trucks) are used for the bulk crews with one additional laborer for each packer. Weeds and alleys are also included in this area and use one truck driver and one laborer and a majority of the work is completed in May through the end of September. If an alley needs to be graded, an additional laborer is used.

In December 2009, the City changed its policy regarding the collection of bulk waste amending an unlimited bulk curbside collection to a 2 front end loader buckets per residence per week and a fee of $25 for each additional bucket. This policy change resulted in $34,367 in additional revenue from bulk collection services in FY 2011. The policy change also eliminated the free collection of sod, dirt, concrete, rock, and shingles which may have also contributed to the 37.36% overall reduction in bulk waste from 2006 to 2011.

As previous estimates had indicated, the provision of the City's Bulk Waste services represents 57% (or $3,435,955) of the total costs within the Solid Waste Program. This means the City's Bulk Waste program is almost 3 times higher than the City's General Fund Subsidy level for FY2014. As will be highlighted again later in this report, the City's Solid Waste Postal Survey showed results that indicated a majority of citizens only use the City's Bulk Waste services 0 to 1 times per month. The City



currently provides Bulk Waste pickup every week to customers allowing 2 front end loader buckets for no charge and $25 for each additional bucket of bulk waste collected. Only 8% of the statistically significant postal mail survey respondents indicated they use the Bulk Waste service 2 times each month and less than 2% indicated they used the service 3 or 4 times.

**Please indicate how many times in a typical month you use the following services?**
Postal Survey Percent (Number) / Online Survey Percent (Number)

| | 0 | 1 | 2 | 3 | 4+ |
|---|---|---|---|---|---|
| Curbside Large Item Collection | **47.65% (335) / 48.65% (72)** | 40.83% (287) / 32.43% (48) | 7.97% (56) / 9.46% (14) | 1.56% (11) / 0.68% (1) | 1.99% (14) / 8.78% (13) |

The survey results also indicate a willingness of citizens to pay even more for Bulk Waste. 57% of the respondents said they would be willing to pay additional charges after 1 front end loader bucket per week.

**Please indicate whether you agree, disagree, or are unsure about each of the following statements** Postal Survey Percent (Number) / Online Survey Percent (Number)

| | Agree | Disagree | Unsure |
|---|---|---|---|
| The City currently provides residents with large item pickup services once a week equivalent to 2 front end loader buckets at no additional charge ($25 per bucket after 2 bucket limit). As a cost saving measure to the Solid Waste Program, I would support paying additional charges after 1 front end loader bucket per week. | **57.68% (432) / 59.06% (88)** | 31.51% (236) / 26.17% (39) | 10.81% (81) / 14.77% (22) |

Recognizing the City's bulk waste collection services represents a majority of the cost of the City's Solid Waste Program, staff provides the following options and proposes recommendations which would further enhance revenues to the program and potentially reduce the amount of waste materials going to the landfill.

1. Reduce Number of Free Buckets Collected from two (2) to one (1) (Staff Recommended)
    i. This would be one more step toward those that use the service pay for the service.
    ii. It would be easy to implement administratively in a short timeframe.
    iii. The front end loader on each of the three (3) crews would continue to be the only piece of equipment tracking the extra buckets for charges to be placed on the water bill.
    iv. Changes in program could start within a reasonably short time frame once notice is placed in the water bill.
2. Increase the charge on the buckets collected from $25/bucket to $30/bucket (Staff Recommended)
    i. This represents a more accurate cost of collection for the service provided.
    ii. It incentivizes citizens reducing their bulk or getting a roll-off cart from an outside vendor for larger amounts of material.
3. Eliminate bulk waste at the City's drop off facility (Staff Recommended)
    i. If bulk waste is collected at the curb for residents who participate in the solid waste program, provision of a drop-off facility for the collection of the same materials may be seen as duplication of services and provides an opportunity for individuals not participating in the Solid Waste Program to utilize City services without paying for them.
4. Reduce Number of Free Buckets Collected from two (2) to zero (0)
    i. This would truly be a pay as you throw type program.
    ii. Because of the amount of weekly stops this would entail, staff would need to make technology modifications to the equipment so that field staff could collect additional data to go directly into the billing system.

iii. There would need to be additional education for the public.
iv. Because of the additional administrative burden, an additional staff member would be recommended.
v. This would be extremely difficult logistically at this time because our staff provides enhanced customer service by picking up the smaller loads (not in garbage cans) in a rear packer that is part of every crew.
vi. Staff would recommend rolling out these changes if approved in the Fall 2012.

**c) Transition to automated collection and staffing:** In any industry, automation should increase efficiency and save on labor costs. However, the situation gets complicated for the City of Bloomington as it shifts to automated trash collection because the City's full-time Solid Waste Division employees are responsible for more than just trash collection. They perform snow removal, curbside bulk collection, leaf vacuuming, alley maintenance and curbside recycling collection.

There is the possibility of losing four employees from the Solid Waste Division as a result of putting seven new garbage trucks online this fiscal year. The trucks use mechanical arms to lift 65 and 95 gallon wheeled carts and empty refuse into the trucks, replacing manual disposal of bags and cans placed on the curb by residents. For every automated garbage truck, the Public Works Department anticipates losing or reallocating two employees. The following outlines some implications to this transition:

- **Snow Emergencies**: During and after significant snowfalls and ice storms, Solid Waste employees work overtime to clear streets, joining Streets & Sewers Division personnel and, in major emergencies, Parks & Recreation workers. In a major snow emergency, the City utilizes up to 68 employees on the streets. That number will be reduced to 64 workers, a 6 percent decline in available manpower. The City will lose two more of these workers with every addition of an automated garbage truck with an anticipated total of 18 workers once all vehicles are transitioned to automation.

- **Bulk collection, other services:** Staff reduction in normal household refuse collection would also reduce the staff available for bulk collection, leaf vacuuming and alley maintenance. During heavier work times, all periods except for winter when bulk needs decline, the City supplements the Solid Waste staff with seasonal workers. These seasonal workers provide labor but they do not drive City equipment. By contract with AFSCME local 699, *seasonal workers cannot drive City equipment even if qualified to do so.* Therefore, the City cannot fill the loss of full-workers with seasonal workers due to the contractual agreement stating they cannot drive snowplows and equipment used by bulk crews.

- **Snow:** The City does not currently have the option of utilizing private vendors to supplement snow plowing operations, as doing so would constitute a violation of the contractual agreement with AFSCME local 699. Parks employees are used in major snow emergencies; they, too, belong to AFSCME local 699 and are qualified to drive snowplows. However, Parks employees' highest priorities remain in the Parks Department. Any plan to supplement City snow removal crews requires the City administration to bring AFSCME and, potentially, the Parks & Rec Department into the conversation.

- **Bulk:** Seasonal employees already supplement full-time employees on bulk, but on the labor end, not as drivers. As automation leads to fewer full-time Solid Waste employees, the City will have fewer drivers. Bulk crews commonly use two vehicles per route. Continued automation of trash

pickup may require a reduction in bulk collection. It may mean reduction from weekly bulk pickup to twice-monthly collection.

Impact to City employees: The City values its workers as individuals. These are men who perform bruising work of loading trash, cleaning City streets, removing people's discards from curbs and bringing the City into this modern recycling era. Many days, they do so during unforgiving weather. They plow streets to keep commerce moving in snowstorms and brave heat that keeps most residents indoors.

One potential option in dealing with the displaced employees could be a shift to the Streets & Sewers Division as it is also under the same AFSCME contract, or to other City jobs to the greatest extent possible as opportunities present themselves. Shifting full-time staff members to seasonal employees would result in a large pay reduction and the elimination of benefits previously received. The other option, one preferred by staff, would be retaining the employees in Solid Waste while eliminating 14 seasonal positions in Solid Waste. The seasonal workers cannot drive City equipment. Therefore, they cannot perform snow removal and most tasks on bulk pickup. The cut of seasonal jobs would not adversely affect snow removal and bulk pickup.

The prospect of contracted refuse collection presents difficult decisions outside of the displacement of City workers. On the logistical end, it must bring with it a full rethinking of snow and ice removal. Outsourcing curbside collection would result in the reduction of 24 workers, 18 from trash collection and 6 from curbside recycling. This would reduce the City snow crew from 68 to 44, a drop of 35 percent. The decline would be sharper if a contracted service also includes bulk waste, as cities commonly do. The City would likely lose most or all of its 41 full-time Solid Waste workers, who double as snow emergency responders. Thus, contracted refuse service likely would require contracted snow removal as well. Any calculation of savings for contracted waste service must also take into account the cost of contracted snow removal. The Public Works Department has not calculated that cost.

**d) 5 Year landfill service contract expired March 2013:** Even with their growing stigma, landfills remain a necessity in modern American society. The City's joint Bloomington-Normal landfill contract expired on March 2013, Bloomington staff and counterpart Normal discussed options and investigated an RFP for a new contract. Ultimately, it was decided to renew the contract with Republic for a one year term. The Town of Normal has also entered into a contract with Republic for landfill services. The City's renewed contract for one year includes a set per ton tipping fee of $44.44. This price encompasses no volume assumptions and is the fixed rate for all tons delivered during extension period. Previously, the contract language prohibited the City from the transfer of bulk waste material collected from the curb to other facilities to be recycled. The current contract extension allows City crews to transport bulk waste material collected from the curb to Henson Disposal which has a licensed facility for Construction & Demolition (C & D) recycling. This initiative will allow for an estimated of at least 80% of the bulk waste material to be recycled. Henson Disposal's current license does not allow them to accept City bulk waste material. They are applying for a license amendment and once this process is complete, then the City will be able to enter into a separate agreement with Henson to accept all bulk waste material.

- **Landfill contract:** The City's landfill contract with Allied Waste started in 2008 at the McLean County Landfill location. The following table outlines the history of the landfill's activities:

| Year | Phase | Activity |
|---|---|---|
| 1991 (3 months) | 1 | Develop County criteria and determine ownership |
| 1991 (6 to 12 months) | 2 | Select and rank sites |
| 1991 (6 to 12 months) | 3 | Property negotiations |
| 1992 to 1994 | 4 | Preliminary investigation (24 months) and local approval process |
| 1994 (3 months) | 5 | Prepare financial planning |
| 1994 (6 months) | 6 | State approval process |
| 1995 (6 months) | 7 | Prepare specification and bid process |
| 1995 (6 months) | 8 | Construction |
| 1996 | 9 | Begin Operation |
| 1997 | | American Disposal (now Allied Waste) takes over operation of landfill |
| 2002 | | Efforts to site a new landfill are no longer actively pursued |
| 2006 | | Allied Waste permitted to expand McLean County Landfill |
| 2008 | | Bloomington begins contract with Allied Waste for landfill services |
| March 1, 2013 | | Bloomington's 5 year contract expired and was renewed for 1 year |
| February 28, 2014 | | Bloomington's 1 year extension expires |
| 2016 | | Anticipated closure of the McLean County Landfill |

Our current landfill contract started in March 2008 with a rate of $36.89 per ton. The rate rose 4 percent per year, to the existing charge of $44.44/ton.

The Illinois EPA lists the following nearby landfills, locations and owners.

| Landfill | Location | Owner |
|---|---|---|
| ADS/McLean County Landfill | Bloomington | Allied Waste, Phoenix AZ |
| Clinton Landfill 3 | Clinton | PDC/Area, Peoria |
| Indian Creek 2 | Hopedale | PDC/Area, Peoria |
| Livingston Landfill | Pontiac | Allied Waste, Phoenix AZ |

The City budgeted $871,712 for FY 2014 for landfill dumping fees, making it the second largest line item for the Solid Waste Department behind salaries. Capital outlay numbers exceed this cost; however, the investment is paid over multiple fiscal years.

**National Landfill Tipping Fee Trends:**

The City contracts with Allied Waste for landfill services increases 4% annually per historical contract agreements. Below is a schedule of the historical tipping fees experienced by the City for Allied Waste landfill services.

**Historical Landfill Tipping Fee Costs**

| | Total Tons FY 2007 | Total Tons FY 2008 | Total Tons FY 2009 | Total Tons FY 2010 | Total Tons FY 2011 | Total Tons FY 2012 | Total Tons FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Garbage | 20,641 | 20,393 | 19,933 | 19,782 | 19,301 | 18,955 | 17,705 | -3.61% | -2.77% | -14.22% |
| Bulk | 8,426 | 8,192 | 8,365 | 6,642 | 5,510 | 5,278 | 4,549 | -11.69% | -10.71% | -46.01% |
| Landfill Tipping Fee Rate | $34.00 | $35.41 | $36.89 | $38.89 | $39.90 | $41.49 | $43.15 | 3.53% | 4.04% | 26.91% |
| **Total Year** | $988,256 | $1,012,195 | $1,043,905 | $1,027,632 | $989,976 | $1,005,445 | $960,251 | -2.20% | -1.00% | -2.83% |

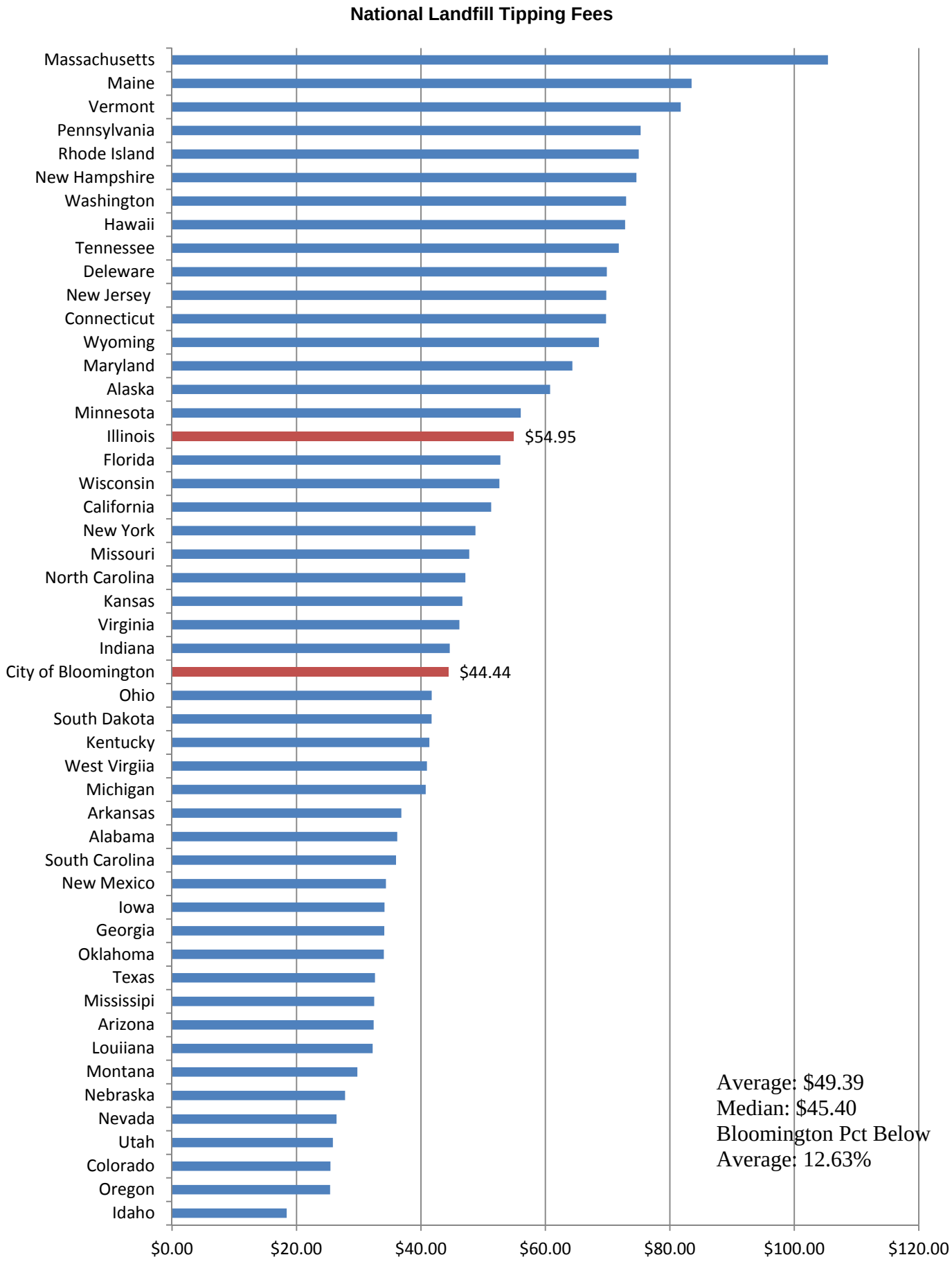
* Total Year is calculated by adding the total garbage tons to the total bulk tons and multiplying the sum by the landfill tipping fee rate.

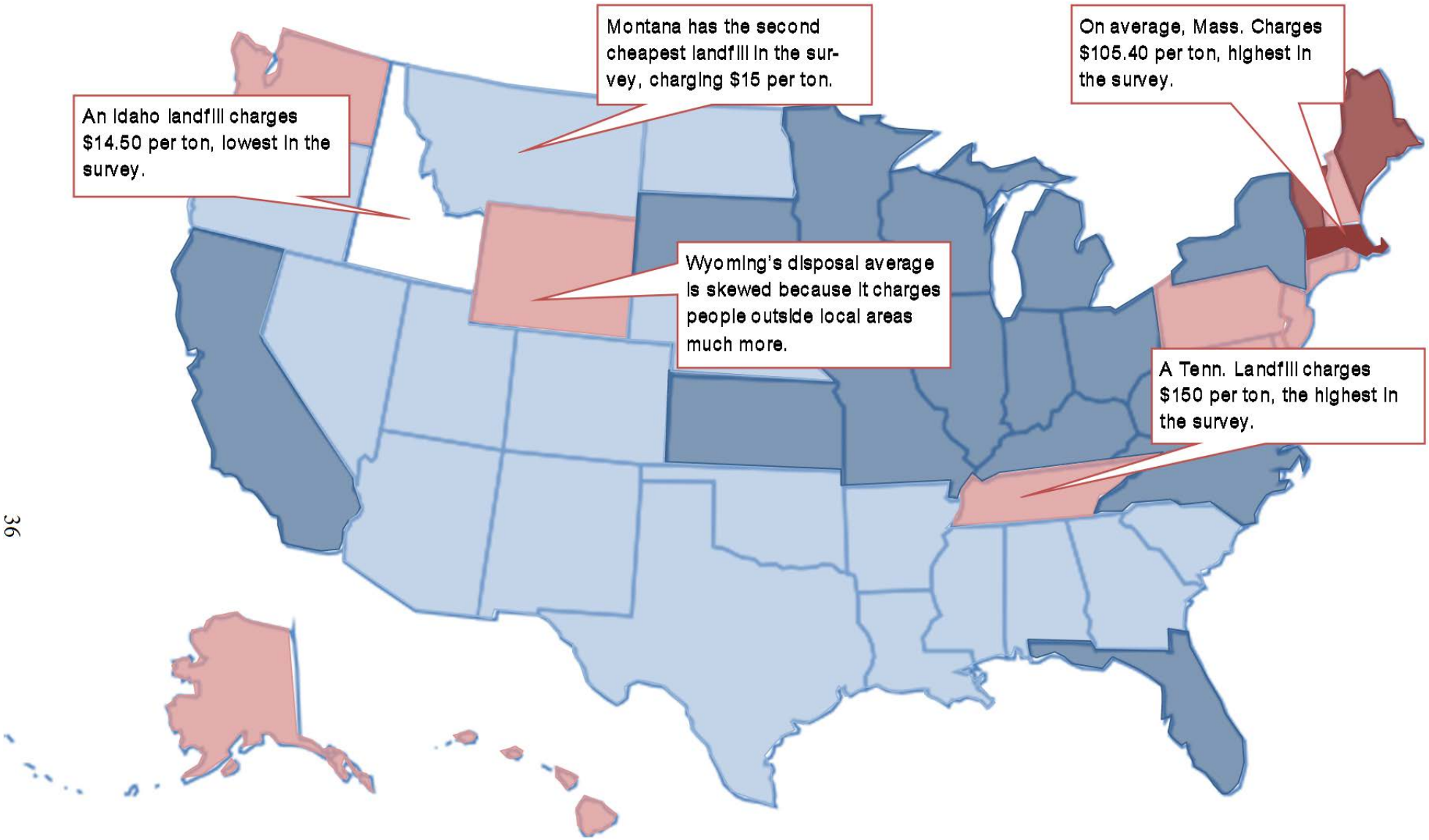
To put the City's historical tipping fees and FY2014 rate into perspective, it may be beneficial to analyze national tipping fee trends. In July 2012, Waste & Recycling News conducted a nation-wide survey of up to 5 landfills in each state, asking for the one-time, per ton tipping fee for municipal solid waste and then used the numbers to find the state's average.

Compared to this study, Bloomington ranked 10.06% below the average tipping fee of $49.39 per ton and 2.11% below the median of $45.40. Bloomington was also 19.13% below the State of Illinois average of $54.95 per ton tipping fee. According to the study, tipping fees were always higher near larger population centers. Idaho has the lowest tipping fee rates according to the survey with tipping fees averaging $18.43 per ton. Amongst the highest were Massachusetts at $105.40 per ton, Maine at $83.50 per ton, Vermont at $81.75 per ton, and Pennsylvania at $75.31 per ton.

According to the National Solid Waste Management Association (NSWMA) tipping fees increased an average of $1.25 per year from 1985 to 2008[2]. In 2008, NSWMA reported the national average of landfill tipping fees per ton was $42.50. The more recent national trend, however; has landfill tipping fees increasing at a slightly higher rate. Between 2004 and 2008, tipping fees began to rise at a rate of $1.95 per year which is explained to be due in part to rising fuel costs, insurance, and other operating costs. The study concludes by stating it is fair to assume that landfill tipping fees will continue to rise and will remain higher in regions of higher population densities and also areas where few competing landfills exist.

[2] National Solid Waste Management Association, Municipal Solid Waste Landfill Facts. October 2011.


National Landfill Tipping Fees
Massachusetts
Maine
Vermont
Pennsylvania
Rhode Island
New Hampshire
Washington
Hawaii
Tennessee
Deleware
New Jersey
Connecticut
Wyoming
Maryland
Alaska
Minnesota
Illinois
$54.95
Florida
Wisconsin
California
New York
Missouri
North Carolina
Kansas
Virginia
Indiana
City of Bloomington
$44.44
Ohio
South Dakota
Kentucky
West Virgiia
Michigan
Arkansas
Alabama
South Carolina
New Mexico
Iowa
Georgia
Oklahoma
Texas
Mississipi
Arizona
Louiiana
Montana
Nebraska
Nevada
Utah
Colorado
Oregon
Idaho
$0.00
$20.00
$40.00
$60.00
$80.00
$100.00
$120.00
Average: $49.39
Median: $45.40
Bloomington Pct Below Average: 12.63%




**Methodology:**

Waste & Resource News surveyed up to 5 landfills in each state, asking for the one-time, per ton tipping fee for municipal solid waste. They used these numbers to find each state's average. At Landfills that charge in cubic yards, they multiplied by the industry standard of 3.3.

**Average price per ton at each state's largest landfills**

| | |
|---|---|
| $0—$19.99 | $60—$79.99 |
| $20—$39.99 | $80—$99.99 |
| $40—$59.99 | $100—$109.99 |

**e) Midwest Fiber recycle contract expires May 2015:** From 2000 to 2010 Bloomington transported recycle material to the Town of Normal transfer station at 1301 Warriner Street, through a 10 year intergovernmental agreement. The City was paying an estimated $60,000 to the Town annually for use of their transfer station and was not receiving payment for the recycling materials. The City of Bloomington had a contract with Phoenix Paper for the processing of co-mingled paper. The City of Bloomington also had a contract with Resource Management in Chicago Ridge for the co-mingled containers. Co-mingled paper is when all of the different types of paper are placed in one container and co-mingled containers are when the same is done for containers.

In May 2010, the contracts with Phoenix Paper, Resource Management and the Town of Normal expired. At that time, Staff recommended to the City Council to convert from a dual stream to a Single Stream Curbside Recycling Program. Accordingly, City staff solicited proposals from qualified vendors to accept and transfer their acceptable single stream recyclable materials starting Monday May 17, 2010. Any potential processing solutions for the City's single stream materials were considered in the selection process. Four firms were issued the proposal packet, including the Town of Normal which provided the existing transfer service. Two firms responded with proposals. The proposal from Henson Disposal, Inc. met all of the City's requirements and was approved as the contractor to coordinate with transferring the single stream material to Resource Management in Chicago Ridge as the Material Recovery Facility (MRF). Staff sought an outside Consultant to review the proposal packages and the Consultant concurred with the Staff recommendation. The contract to process the material expired in May, 2012 and was on a variable market rate for the payment of the recycling material collected. Under this contract, the City began receiving payment for the recycling material on the average of $12,000/month.

In August 2011, Henson Disposal notified the City of Bloomington that it could no longer provide transfer station processing under the current contract because of a conflict with the IEPA permit processes. In October 2011, the City Council approved a contract with Midwest Fiber for the processing of the single stream recycling material until May 2012.

The pricing received by the City for its recycling material is determined by subtracting Midwest Fiber's process fee of $82.00 per ton from the Total Market Value for the material each month. The Total Market Value is based upon national industry publications reflecting the market value of community such as Waste News and The Official Board Markets. The following is an example of the calculation from July 2011:

Single Stream Total Market Value ($141.91per ton) minus Processing Fee ($82.00 per ton) = Net material Rebate to City of Bloomington ($59.91 per ton)

The contract with Midwest Fiber was set to expire in May of 2013. In April 2013, the City Council voted to extend the contract with Midwest Fiber for two years for the provision of single stream recycle processing services.

**f) Volatile Recycle Commodities Rates:** Given the issue of a need for a Request for Proposal for Material Recovery Facility (MRF) services, staff has also noticed a steady decline in revenue from recycle materials. The commodity rate decrease for these materials has been dramatic this past year but this does not alter staff's determination this it was beneficial to move to a carted automated single stream recycling program. The alternative to curbside recycling is landfill dumping; which wastes resources, expends finite landfill space, and currently costs the City $44.44 per ton.

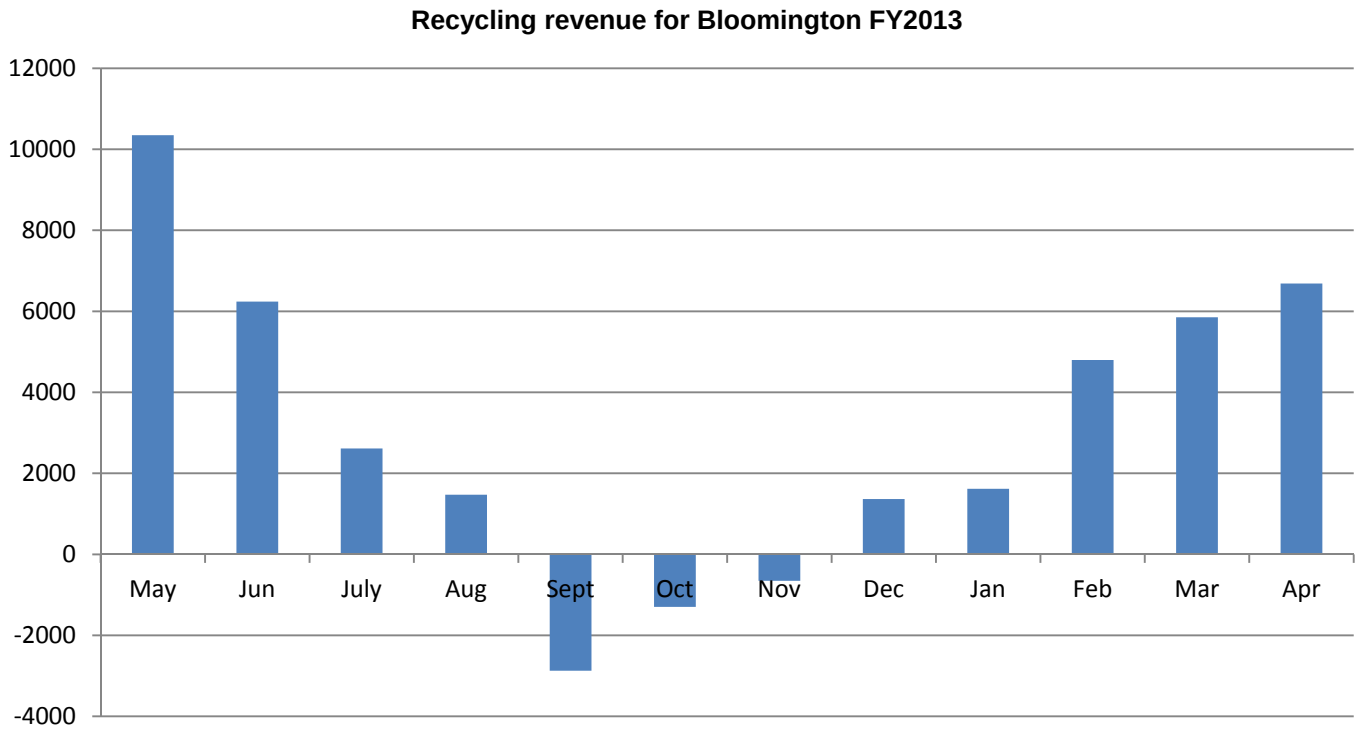
*Financial Impact:* A drop in the recycling commodities markets starting midway though the 2012 calendar year caused revenue to fall below expectations for FY13. Staff budgeted $100,000 for recycling revenue. The City collected just $35,170.94.

*Background:* Recycling revenue provides what staff considers to be an important offset, although it may sound comparatively small when viewing the overall City budget. The revenue helps the program hold down our costs. Please note, that no city to staff's knowledge "makes" money off recycling. Recycling does not pay for itself. Recycling "revenue" means money received from selling off the material collected through single-stream curbside pickup. It offsets, but does not pay for, the cost of recycling. Some cities charge residential recycling fees to recover costs; Bloomington does not.

*Revenue in Freefall:* The City uses Midwest Fiber, based in west Normal, for the processing and marketing of its recyclables. Midwest and the City use a shared-risk, shared-benefit method. Midwest changes its payment to the City from one month to the next based on the commodities market. Markets go up, City revenue goes up; markets go down, City revenue goes down. (An alternative method used by cities and recycling companies is to set fixed payments. Companies who use the method set their payments extremely low to reduce their risk exposure. The original proposal from Midwest Fiber for a fixed payment was a payment from the City of $6/ton. City staff realized significant revenue during the time period when the City would have been paying to have collected material processed if the City had accepted a fixed payment model. Using Midwest and another company, the City collected more than $108,000 from recyclables during FY2012.

The City has no control over price fluctuations, and neither to a great degree does Midwest Fiber. It works within the global markets in seeking profitability. In 2012, the overall market and consequent City revenue s spiraled downward, from $39.41 per ton to the City in May to $10.67 in July. By September and through November the City paid Midwest to take City material rather than the other way around. It was $61.39 in October 2011, when the City began using Midwest Fiber as its recycling end source.

The following table gives a monthly breakdown of revenue to Bloomington per ton.




*Quote:* "One of the greatest sources of uncertainty in recycling is the level of prevailing prices for commodities such as newspaper, mixed paper, corrugated, glass, plastic, and metal cans."
--U.S. Environmental Protection Agency

**g) 35 Gallon Trash and Recycle Carts:** With the recent distribution of the 95 gallon and 65 gallon recycle carts (first round completed in November), staff has received some requests for a 35 gallon cart option. This option was researched extensively by staff before recommending the 65 gallon and 95 gallon options to Council in August.

Quick breakdown of Rehrig Pacific Company cart dimensions:

| **Dimensions (inches)** | **35 Gallon** | **65 Gallon** | **95 Gallon** |
|---|---|---|---|
| | | | |
| **Height w/ Lid** | 39.13 | 40.58 | 45.13 |
| **Width** | 20.20 | 26.70 | 28.50 |
| **Depth** | 22.98 | 28.11 | 33.73 |

Proponents of a 35 gallon option cite limited garage space for the carts, difficulties maneuvering such large receptacles, and lack of trash volume to justify the containers as reasons for the City to invest in a smaller option. In researching cart options available to the City, staff was aware these limited cases may generate some complaints and requests for smaller carts. Staff members spoke with the Town of Normal staff to understand why they decided to only provide the option of a 65 gallon or 95 gallon cart.

Normal provided the following reasons for their decision:

- The 35 gallon carts are too small to accommodate the average household trash/recycle volume.
- The footprint between the 95 gallon and the 65 gallon cart varies by only 2 inches. The height provides for the increase in volume capacity. The cans are designed this way since most people have issues storing a wide can rather than a tall can.
- Staff felt that offering 3 sizes would likely add confusion to the process and make it more difficult to administer the delivery and long term maintenance of the carts.

With this research and knowledge, City staff made the recommendation to Council in August to provide citizens with 65 gallon and 95 gallon cart options for the following reasons:

- On windy days, 35 gallon carts have been known to still blow out in the streets like garbage cans.
- Because the cart stays with the house and it is City owned, it could create an issue with switching carts out with different home owners.
- Providing a smaller container size would be an additional cost and administrative burden.
- The 65 gallon and the 95 gallon carts have identical lids and may be used interchangeably to accommodate a replacement base. The 35 gallon lids are smaller and will not fit a 65 or 95 gallon base.
- The vast majority of residents will be able to accommodate the 65 gallon container.
- There is approximately 6 inches in width difference between the 35 and 65 gallon container.

- Staff is already struggling with finding storage for the four different carts (2 for recycling and 2 for garbage).

To accommodate citizens who are unable to place the carts at the curb due to medical conditions City staff offers door step service where residents can place their trash bags on their front door step and staff will collect the items from there (staff estimates that we currently have 5 residences receiving this service). Staff also works with homeowners on placement issues which are typically resolved by outdoor placement with some sort of screening to comply with zoning regulations. The Town of Normal also provides similar door step service and stated that it also works with homeowners on placement issues which will comply with zoning requirements.

It is staff's recommendation to continue providing 65 gallon and 95 gallon cart options and to allow staff to continue to work with homeowners citing issues with the size of the containers.

## 3. Alternative Service Providers

There are several alternative service providers in the Bloomington-Normal area which provide similar solid Waste services to that of the City of Bloomington.

a) Allied Waste services (a Republic Services Company)
b) Henson Disposal (Peoria Area)
c) Area Disposal (PDC Disposal)
d) Casali & Sons Disposal
e) Town of Normal
f) Midwest Recycling

a) **Allied Waste services (a Republic Services Company):** Provides waste management services for collection, recycle composting, transfer and disposal. Republic Services is America's second largest non-hazardous waste services company with over 2,800 contracts for municipal collection services in over 40 states. Republic also owns and operates more than 200 transfer stations and nearly 200 solid waste landfills, including the McLean County Landfill located at 2105 W. Oakland Avenue in Bloomington and the Bloomington Transfer Station at 2112 W. Washington Street in Bloomington.

b) **Henson Disposal:** Offers residential waste management services providing weekly curbside pickup for household refuse, bi-weekly curbside recycle collection, bulk item disposal, and operates an electronics drop off facility. Henson Disposal currently provides trash services & rural container service to the following areas: Rural Bloomington, Normal, Downs, Towanda, Lexington, Leroy, Hudson, Carlock, Bentown, Holder, Merna, Heyworth, Wapella, Shirley, Covell, Danvers, and Lake Bloomington.

c) **Area Disposal (Peoria Area):** Provides solid waste disposal and recycling services to 38 counties across central Illinois, including McLean County, and five counties in northeast Missouri. Area disposal also operates 4 landfill locations around the regional area including Clinton Lindfill, Inc. in Clinton, Hickory Ridge Landfill, Inc in Baylis (formerly Pike County Landfill, Inc.), Indian Creek Landfill in Hopedale, and PDC #1 Landfill in Peoria.

d) **Casali & Sons Disposal:** Provides weekly curbside & rural route collection services, weekly/bi-weekly/or monthly container service, call ahead bulk item removal, and commingled recycle collection. Casali & Son's currently hold contracts with the City of Gridley, Danvers, Hudson, and Downs, Illinois.

e) **Town of Normal**: Provides municipal solid waste services with the provision of weekly curbside collection of household refuse, recycle, bulk items, and landscape wastes.

f) **Midwest Fiber Recycling**: Provides single stream recycling for residential and business customers with operating facilities in Bloomington-Normal, Decatur, Springfield and Peoria. The City of Bloomington currently utilizes Midwest Fiber for the disposal of recycling materials. The City's current contract with Midwest expires in May 2015.

## 4. Regulatory Implications

Staff continues to monitor Federal, State, and local policy issues to ensure the Solid Waste Program remains in compliance and future legislation does not adversely affect the City's ability to provide solid waste services to residents. The major regulating authorities for the City's Solid Waste Program are the U.S. Environmental Protection Agency (US EPA), the Illinois Environmental Protection Agency (IEPA), and the Bloomington City Council.

**Pertinent Federal Regulations**

Under the US EPA regulations the City is required to staff the city owned and operated drop off facility located on East Street. In order to satisfy this requirement the City employs seasonal labor year round so that residents may drop off their brush, bulk waste, leaves, grass clippings, and appliances. This is a cost which may be subject to further analysis as this service is already provided curbside for paying customers.

**Pertinent State Regulations**

The Illinois Solid Waste Planning and Recycling Act (SWRPA) requires Illinois county governments to prepare, adopt and implement a twenty-five year municipal solid waste management plan. In 1991, the McLean County Board formally adopted an Integrated Solid Waste Management Plan (ISWMP) in accordance with the Illinois Solid Waste Planning and Recycling Act. The Act also requires that the adopted plans be reviewed and updated every five years. At each five year interval, any necessary or appropriate revisions are to be submitted to the Illinois Environmental Protection Agency (IEPA) for review and comments. McLean County's ISWMP has been updated four times since the adoption of the plan. In 1997, the Solid Waste Coordinator of McLean County prepared an update that satisfied the IEPA five year update requirement. In 2002, the McLean County Regional Planning Commission prepared the second five year update to the plan. In 2007, the Ecology Action Center provided Solid Waste Coordination services to Mclean County issuing the third update to the plan. Most recently, the Ecology Action Center completed the 2012 update to the ISWMP and issued the final report to the IEPA for review and comment. Goals outlined in the ISWMP focus on the following key elements:

1. Expansion of commercial and industrial recycling throughout McLean County.
2. Substantial expansion of residential recycling through a combined program of curbside collection and drop-off centers.
3. Continued composting and land application of landscaping waste.
4. Increased source reduction through an active educational and promotional program.
5. Development of opportunities for the recycling of construction and demolition materials.
6. Continued land application of sludge from wastewater treatment facilities.
7. Evaluated options for the separate collection and disposal of household hazardous wastes.
8. Increased opportunities for the recycling of bulky waste, tires, and motor oil.
9. Landfill disposal of wastes that are neither recycled or combusted.

**Pertinent Local Government Ordinances**

As previously discussed under the Issues & Needs section of this report, one issue requiring immediate policy direction from City leaders is the provision of automated refuse and recycle collection services to apartments, apartment complexes, and condominiums. The logistical issues of servicing these businesses have been previous topics of discussion, however, operationally; staff will need final guidance on the issue before the distribution of the trash carts.

Bulk waste collection presents another policy discussion pertinent to this study. As presented in Issues & Needs, the provision of bulk waste is identified by staff as the single highest cost in the Solid Waste Program, representing an estimated 59% of overall program costs. In efforts to reduce the City's General Fund subsidy to the Solid Waste Program, staff proposed several options and recommendations in this report.

**Organizational Review**

The City of Bloomington is not unique in its endeavor to analyze current solid waste collection practices and research alternative methods and techniques utilized by differing municipalities and private industries. The City's decision to transition from manual collection to automation came from researching best practices with a goal of creating a safer and more efficient working environment. Further research into best practices may provide some insight into future options for the City of Bloomington as the City evaluates its policies governing the Solid Waste Program. Research into case studies of successful solid waste collection practices is provided in appendix 4. on page 44.

## 5. Upcoming Reports

**Final Report**:

After receipt of comments from the public and City Council, City reviewers shall produce a final report. Final report will include a proposed fee structure for Council consideration.

*Final Report due date August 31, 2013*

# Appendix

## 1. Program Information from 2013 Survey

### *a. Solid Waste Practices in Central Illinois*

### Normal

**Users:** Users of city service are determined by building type: Only houses and duplexes are served. House-style and duplex-style structures receive service – and billing – regardless of how many related and unrelated people dwell in them. Landlords/owners of all other structures must contract for their own services.

**Curbside Recycling:** In mid-July 2012, the town launched a curbside program using tote carts which are collected by one-person trucks using machines equipped with mechanical arms. Previously, residents could recycle only at drop-off points. Residents pay $60 for a cart – they paid half for early pre-orders this spring – and choose either 95- or 65-gallon containers. Recyclables are duel stream – not separated by type – and pickup is weekly. At the program launch, a 48 percent participation rate by the 10,500 households served in Normal exceeded expectations. Prior to this, Normal provided recycling at 14 drop points. It removed four drop sites and will close two more in April 2013.

**Curbside garbage**: The town has, for years, used one-man trucks with side-arm loaders that mechanically pick up a tote cart and empty it. However, use of the tote carts was not mandatory until September 2011, and only a quarter of residents opted to use them before required to do so. The town realized vast efficiency once the totes were required. Carts initially were distributed without direct fee to the residents. (They are charged $60 per cart now.)

**Large items and landscape:** The city collects landscape waste -- excluding sod, dirt and grass -- at the curb weekly. All landscape waste, including grass and sod, is accepted at the Normal Public Works site on Warriner Street, where mulch is available without charge. That site also takes electronics and thermostats.

**Dollars:** Also for 2012, the council raised the refuse fee from $10 to $12 per month per user. The fee generates 35 percent of the cost for all solid waste services. For a budget nearing $4 million, about 53 percent comes from general revenue.

### Urbana

**Revenue-neutral:** Urbana defers trash collection responsibilities to residents, landlords, and private haulers while aggressively pursuing recycling. It defers trash collection issues to landlords in apartments with 5 or more units but it runs recycling in the large complexes. The city runs a revenue-neutral solid waste program, neither making money nor using subsidy from other revenue streams such as the general fund. To pay for all costs, it charges licensing fees to private haulers and assesses a $2.50 per month recycling tax to each household. (Residents of boarding houses, such as fraternities and sororities, pay $2 per occupant.) The tax generates about $500,000 annually.

**Curbside trash:** Residents and landlords eligible for curbside trash collection choose from a list of city-licensed haulers, currently nine at the time of this report. Haulers pay $320 per year for a license plus $160 per truck being used in the city. The haulers charge based on a household's trash volume. They set prices without government regulation. A resident using a single, 32-gallon cart each week pays as little as $15 a month, while a household using two 96-gallon totes pays as much as $57 monthly – more, if there is extra garbage.

**Recycling:** The city contracts its weekly recycling to two haulers. ABC Sanitary Hauling and Recycling handles all recycling for single-family homes, plus apartments with fewer than 5 units. Recycling for larger apartment structures and complexes is contracted to Community Resources. The city spends $195,000 on single-family/small apartments recycling and $215,000 for recycling at larger apartment complexes. The city is converting from 14-gallon bins to 32-gallon carts. One cart will be issued free of charge. Residents pay $32.67 for additional carts.

**Yard waste, grass:** Curbside fall and spring leaf collection is done at no added cost to residents; the city picks up compost bags at the curb. Some haulers also pick up yard waste year round for an extra fee. Landscape recycling (including grass clippings, etc.) may be dropped off for $8 to $11 per cubic yard, depending on the material. The center also serves Champaign. The Landscape Recycling Center is open to businesses, including commercial landscapers, as well as to residents. Chip and compost products sold there offset all costs, including equipment.

**Large items:** Urbana has no involvement in large-item pickup. Residents must make their own arrangements with a hauler.

## Champaign

**Hauler selection:** Champaign employs essentially the same method as Urbana in handlings trash collection for single-family homes and apartments with 4 or fewer units: It is up to the residents and landlords to arrange trash pickup from city-licensed haulers. The same goes for large-item disposal. On its Internet site, the city lists nine haulers but does not include a price list. The city does not publish a set rate schedule, but the city administration places the household's cost at $14 to $40 per month. Haulers pay the city $100 per truck.

**Curbside and apartment recycling:** The private haulers for houses and small apartments (4 units or less) are required to offer weekly curbside. Additionally, Champaign contracts for a single hauler, Allied Waste, to handle its multi-family household recycling (more than 4 units). Allied places and maintains 96-gallon carts in the shared garbage areas of apartment buildings. Each apartment unit is assessed a $2.60 per month recycling fee. (It's $1.30 per person in boarding houses such as fraternities.) The city spends about $250,000 per year to operate its recycling program. It at least breaks even annually.

**Yard waste**: Champaign residents and businesses may drop landscape waste of all types, including grass, at the Landscape Recycling Center at the former Urbana landfill. Champaign acts as a sort of silent partner to the operation, which is run by Urbana. User cost is $8 to $11 per cubic yard, depending on the type of material. Companies as well as residents may use the service. Champaign undertakes leaf collection in the spring and fall at no added cost to residents. Residents use compost bags. It costs the city $170,000 per year and residential fees pay for the service.

## Decatur

**Hauler territories:** Decatur historically has divided its city into territories served by private trash haulers. One hauler may buy rights to a territory from another. Currently, there are 9 trash companies serving houses and small apartment complexes, but at one time there were at least 45. There still were 20 haulers in the early 2000's. City government wants competition and to include small haulers but also has enacted reforms to ensure greater quality and promote conservation and recycling. Those reforms are one reason that a number of haulers have sold off their zones and stopped working in the residential Decatur market. Veolia Environmental Services is the major company, serving about three-quarters of the city's 27,000 stops. Decatur places apartments with 6 units or less into its city program. Larger apartment complexes must make their own arrangements. The companies pay a fee to the city.

**Curbside trash:** Prior to 2011, residents could discard unlimited amounts and could get twice-weekly collection. Now, they get service once per week – paying $14.50 a month if using a 96-gallon cart or $17.50 if using more than one. The city sets the rate for haulers.

**Recycling:** Residents pay a $2.50 monthly recycling fee. The city gives haulers $1.65 of that and uses the rest to pay for other recycling costs. Slowly, Decatur is recovering cost of a 2011 capital outlay for recycling tote carts that the city distributed without charge to residents as part of a major recycling push. That push resulted in an increase in recycling participation from 14 percent of households to 56 percent. Residents pay $50.60 for additional recycling carts.

**Large items**: Residents get up to five large household items picked up annually without added cost but pay $25 if an item has a refrigerant requiring removal. Residents pay haulers for additional large-item pickup.

**Yard waste**: Residents pay $1 per month for hauling of all yard waste, including grass clippings.

**Dollars**: The city generally avoids spending from other areas to pay for solid waste but has spent about $2 million over three fiscal years from other funds for recycling carts.

## Peoria

**One contractor:** The City of Peoria uses contracted services from a single hauler for most of its refuse functions. Starting in 2010, PDC Area Disposal (formerly Peoria Disposal Company) took over primary collection service from Waste Management, the smaller PDC having outbid the solid-waste giant. The contract is for five years. PDC serves 40,000 stops and receives $5.6 million per year from the city.

**Curbside trash:** The city is moving toward a self-sustaining refuse program rather than one dependent on other city funds. It collects a $13 per household refuse fee ($14 starting Jan. 1, 2013) and the revenue pays for PDC services. The rate had been $6 before 2012, and condos pay the old rate because they receive no yard-waste services. Services are limited to single-family homes and apartments with 4 or fewer units. Landlords/owners of larger complexes must contract their own services. PDC sought to boost efficiency and decrease litter by introducing residences to trash tote carts. The cart stays with a dwelling and must remain if a resident moves. Residents may rent additional carts for $2.50 a month with a choice of 95, 65 or 35 gallons. Tote use is not mandatory; one-person crews still collect by hand.

**Curbside large items:** For no additional fee, PDC will pick up neatly placed household items. Billing will ensue if the material is piled. No contractor material is excluded.

**Curbside recycling:** Recycling gets picked up monthly at no added user fee. PDC also aggressively promoted recycling upon taking over the Peoria territory, and it has increased participation from 3,000 to 9,000 households (23 percent). Recycling totes – 96-gallon -- remain company property, and residents pay a $50 deposit to use one. They are required for recycling. As part of the company's push for recycling participation, it occasionally runs promotions in which the deposit is waived, and it targets lower-income areas for these promotions.

**Additional services:** Yard waste is collected from April 1 to Nov. 30, also with no extra fee, if placed on the curb in marked containers or compost bags. PDC will collect up to 20,000 illegally dumped tires per year under the contract and will drop off and collect Dumpsters for neighborhood cleanups up to 140 times annually. It collects roadside dead animals too.

**City subsidy:** The City of Peoria stated that no additional funds, beyond direct refuse fees, are used to pay for refuse services.

## Springfield

**Curbside:** Single- family households and small apartments (4 units or less) get weekly curbside garbage and recycling collection controlled by the publicly owned utility City Water Light & Power (CWLP). The household cost is $11.75 per week if using a single 95-gallon cart and $14.25 if using two carts. Residents choose from four private haulers: Allied Waste, Waste Management, Illini Disposal or Lake Area Disposal. The city utility sets the price.

**Recycling:** CWLP also assesses a 50-cent monthly recycle fee to all residences covered by service whether they opt for recycling or not. The fee generates about $188,000 and pays for 15-gallon recycling bins, which are given to residents at no additional charge. Recycling details depend on a resident's private hauler.

**Large items:** CWLP contracts with Allied Waste for $120,000 to collect limited amounts of large items per customer. The recycling fee also pays for the service. A household is allowed one free pickup per year with a maximum three items, only one of which may contain Freon. Residents must make their own arrangements for additional large-item disposal.

**Landscape waste:** The city collects branches left by the curb, or dropped off at a city facility, without added cost to residents. Grass and leaf collection costs $1.50 per sticker; the stickers must be placed on cans or compost bags. The material was being collected by the city's Public Works employees this summer (2012) while contractual services were being arranged. Collection is done in an area as needed, as deemed by the city. The fee is waived during special spring and fall collections.

**Dollars:** The city utility expects to subsidize its solid waste program this fiscal year by $330,000 to $380,000. Out of its corporate fund, it expects to spend $50,000 to $100,000 in the current fiscal year for landfill cost and another $50,000 for a staff recycling coordinator. Part of the landfill cost stems from a neighborhood improvement project in which blighted housing is demolished. The utility spends about $230,000 annually out of its sewer fund for spring and fall leaf collections.

## Pekin

**Municipal collectors:** Countering the trend of contracting services, the City of Pekin bought equipment, hired its own employees and ended contracted service in 2004 for its refuse programs. Its city leaders questioned whether contracted service actually produced cost-effective service. Crews provide weekly trash, recycling and yard-debris pickup, with 1,100 to 1,400 stops daily. Only single-family homes and apartment buildings with 4 units or less get service.

**Curbside trash:** Residents pay $40 for 35-gallon tote containers and $60 for 95-gallon totes. Garbage trucks are equipped with hydraulic lifts to pick up the carts and empty them.

**Curbside Recycling:** Residents place 16-gallon single-stream bins on the curbside weekly. They pay $8 for the bins.

**Large items:** The city picks up large household items from the curbside at no charge to the residents.

**Yard waste**: Residents can place compost bags or garbage containers with yard waste, including grass clippings, on the curb. Brush including limbs can be bundled with a bundle weight limit of 50 pounds. The city cost is about $100,000 per year.

**Dollars:** The refuse budget totals $1.2 annually and the revenue to pay for it, other than the container fees, comes from the city's general fund. There are no user fees for garbage, recycling, yard waste or large-item pickup.

## Morton

**Private company tradition:** Morton operates under a system that is almost fully privatized. While the Village and the company PDC agree upon trash rates, PDC provides virtually all refuse services, billing included. The private relationship dates to at least 1941 when Grimm Brothers Trucking Inc., using a pickup truck, began a contractual arrangement. PDC bought Grimm Brothers in 1990 but kept the Grimm Brothers name and a family relationship. The operations manager in Morton, Mark Grimm, is third-generation in the industry. Village service includes homes, duplexes and small apartment buildings. Landlords of 4-plexes may opt-out of the program. Larger apartment structures and complexes are excluded.

**Pay As You Throw:** Morton operates under a "pay as you throw" system. Residents buy trash stickers for $2.70 apiece at local stores. They affix a sticker to each 32-gallon can. In this way, residents pay by volume. A drawback to the system is that it creates a temptation to dump illegally to avoid the cost. Grimm Brothers also picks up 65-gallon tote carts. Cart users are billed $11.50 per month, plus $7.50 per quarter for cart rental. If they have more trash than the cart can hold, they can additionally put out cans with stickers.

**Curbside Recycling:** Residents may use 18-gallon bins, given to them by the city over the years, or they may rent a 65-gallon tote cart from Grimm Brothers for $2.50 per month. About 350 of 5,200 households (7 percent) use the carts.

**Yard waste:** 32-gallon compost bags are picked up at the curb for $2 per bag. They may include all types of landscape waste including grass clippings.
**Village cost:** During spring and fall, the village runs a free drop-off program at the sewer plant. Morton paid $36,800 plus labor in the 2011-2012 fiscal year and received a $22,500 grant from Tazewell County to offset that cost. This service and purchase of recycling bins are the only expenditures by the village.

**Large items:** Grimm picks up large household items, but not construction material, under the sticker system. Residents pay $15 for a larger item such as a couch and $2.70 for the smallest items, such as a broken lamp.

## Mobile Home Parks

Service to trailer courts is something of a gray area in municipal solid waste. Some mobile home parks get service – or are excluded from it -- as if they are large apartment complexes or businesses. Other trailer parks get service as if they are a series of single-family homes. Service depends on the city and sometimes is different in different mobile home parks within the same city.

- **Bloomington:** Provides full service, treating trailer parks as a series of single-family homes.
- **Normal:** Does not provide service to mobile homes.
- **Urbana**: Has no mobile home parks within city limits.
- **Champaign:** Has two parks. One is treated as single family, one as multiple family. Policy is under review.

- **Decatur:** Does not service mobile home parks.
- **Peoria:** Does not service mobile home parks.
- **Springfield:** Case by case in 43 trailer courts.
- **Pekin:** Collections for one of two is done, and the one served has residents placing carts in a single spot at the front of the park.
- **Morton:** Does not service mobile home parks through village service.

## Snow Removal Operations

### Bloomington

**Solid Waste Approach Summary:** This service is provided in house by the City of Bloomington. All houses and apartments are eligible. Multiple units may opt in.

**Service Approach:** All snow removal services in Bloomington are completed in-house. Employees from the Streets & Sewers Division and Solid Waste Division are organized for snow removal on city streets (per union contracts, Water Department employees may not be utilized for snow removal). In these two divisions, there are 68 FTE employees who work on snow removal at any given time. During snow events, eligible employees are assigned snow removal duties based off a seniority list as needed. There are no shift requirements and employees having already worked an eight hour shift may spend the rest of the day performing snow removal services if they are given the option based on the seniority list. The Parks employees perform snow removal on City properties such as the Parks, Zoo, and Coliseum. They are not responsible or utilized for snow removal on City streets during regular events. For extreme snow emergencies as seen two years ago, Parks employees can be called upon to provide snow removal assistance. No seasonal employees are hired for snow removal purposes since that is not allowed under the current union contract. Employees are responsible for 19 primary and secondary snow routes which span 24 snow route districts within the City as seen on the maps included with this report.

**Service Area:** The City of Bloomington is responsible for removing snow and ice from approximately 800 lane miles. Included at the end of this report is a copy of the City's Snow Response Program providing detailed information relating to City policies and route information.

**Budgeting:** Historical data is used to project snow removal costs. Labor costs from Streets, Sewers, and Solid Waste Divisions associated with snow removal services are funded through the Snow and Ice Removal Budget. FY 2013 Snow and Ice removal budget was $843,266. This budget included $351,650 for labor costs (projected year end $351,650) and $431,509 for materials and supplies (projected year end $242,300 due to very moderate winter weather in 2012). On average, the City will use roughly 9,000 tons of salt per year. This usage can vary depending upon the severity of the winter season. A 5% increase is built into the budget each Fiscal Year to accommodate the rising price of salt. FY 2014 budget is recommending $715,000 for the procurement of rock salt (of the $242,300 year end projections for FY 2013 for materials and supplies, $190,000 was for salt procurement. This was due to only having to purchase 3,000 tons of salt to replenish the City's supplies due to the moderate 2012 winter).

**Capital Assets:**
- 5 End Loaders with Plows
- 2 Backhoes with Plows
- 26 8 Ton Dump Trucks
- 5 1 Ton Dump Trucks with Plow and Spreader
- 2 4WD Pickups with Plow

**Have You Looked At Privatizing Snow Removal Recently?:** No. The transition to automated collection will reduce the number of employees needed to provide solid waste services. Because solid waste employees are also utilized for snow removal activities, the question of how the City plans to handle the provision of these services has become an operational question for City leaders. Staff recommends keeping regular workers while eliminating 14 seasonal positions.

## Champaign

**Solid Waste Approach Summary:** Residents have a choice of nine different haulers. Fees are unregulated. Houses and apartments are serviced if comprising 4 units or less.

**Service Approach:** The Public Works Department is responsible for providing snow and ice removal for the City's streets and parking lots. Snow and ice removal on primary routes is to be completed within 12 hours of cessation of the storm. In snow events of two inches or more, secondary routes will be cleared within 24 hours after primary routes. Dead ends and cul-de-sacs will be cleared within 36 hours after primary routes. In the event that snowfall is too heavy, private contractors can be called on to assist with snow removal. This occurs rarely. In the event that private contractors are needed, they are usually responsible for removing snow from dead ends, alleys, and cul-de-sacs. In the Downtown Business District, City Administration has the ability to put the snow ordinance into effect. This applies when snow events of two inches or more take place.

**Service Area:** Champaign's service area consists of about 300 miles.

**Budgeting:** The budget process is similar to the others listed. Historical average costs are reviewed to create the budget for snow removal materials and services in the City each year. Labor costs for snow and ice removal is dependent on the amount of snowfall for the season and timing of the snow event.

**Capital Assets:** 14 Snow Plow Trucks

**Have You Looked At Privatizing Snow Removal Recently?:** The City maintains contracts with private snow removal entities in extreme snow events but outside of that, no.

## Decatur

**Solid Waste Approach Summary:**. Residents have a choice of nine different haulers. The City establishes the fees. Houses and apartments are services comprising 6 units or less.

**Service Approach:** All services related to snow removal are done in house. Employees in the Public Works Department are split into two separate divisions (Municipal Services and Engineering). The Municipal Services division is mostly responsible for snow removal. In addition to these employees, each year, three employees from Water Services are assigned to primary snow removal. Fleet Maintenance assists this operation by repairing snow removal equipment.

For the past two years, Decatur has had an auxiliary snow removal plan in place. Under this plan, Decatur has a list of 8-10 non city employees (with CDLs) who have agreed to be on call during snow conditions. These employees are only to be called if the City of Decatur is unable to plow the streets with its crews. This system was established as a result of problems that the city experienced with workers not responding to snow and ice removal calls. The Union said that the City could not discriminate against workers for voluntary overtime situations. Therefore, when these workers were contacted to plow snow, they were not required to answer their

phones. This resulted in the establishment of an auxiliary plan to ensure that the plowing equipment would be operated when needed. After the second year of the program, the Union and City officials created a letter of agreement that requires city workers to answer their phones when called upon for snow removal. This year will be the test year with the letter of agreement established.

**Service Area:** The city is divided into 20 snow removal routes consisting of an estimated 800 lane miles.

**Budgeting:** Accurately tracking snow removal costs is difficult. The city does not keep a separate account to bill the hours of full time employees who are moved to snow removal duties. However, after employees surpass their normal 40 hour work week, this time is billed to snow removal. Other billable items include overtime, salt, and repairs to equipment. Since the amount of snow from year to year varies, the cost for the City to provide this service varies as well. To budget, the department compares costs in recent years to create the following year's budget.

**Capital Assets:**

- 23 Heavy Duty Snow Plows
- 8 Medium & Light Duty Snow Plows
- 6 Loaders & Misc. Equipment

**Have You Looked at Privatizing Snow Removal Recently?:** Staff spoke with the City of Decatur's Public Works Director, Dick Borders, who has 22 years of experience in this field, has worked for local government and for private contractors. This experience allows him to provide information from both viewpoints. He provides the following explanation as to why local government and private contractors are unable to completely privatize snow removal. The first problem associated with complete privatization is related to equipment. For example, the City of Decatur has 23 large snow plow trucks primarily for snow and ice removal. In Mr. Borders' opinion, a contractor cannot finance a fleet of this size to sit in parking lots for the few months each year that snow removal is needed. Further, when one city requires snow removal, other cities in the region will likely require snow removal at the same time. This creates a feast or famine situation that prohibits the contractor from scheduling the work out over the following weeks as cities require snow removal immediately. The second problem associated with complete privatization is related to bidding. When selecting a private contractor, the City must be able to clearly define a service. If the service cannot be clearly defined, the contractor will have to make worst case assumptions and will bid high to cover any unforeseen costs to ensure a profit is realized. Snow removal falls into the category of services that cannot be easily defined. For example, how many times each year is the contractor required to plow and on which days? Without knowing how many times or the exact days, the contractors are unable to use the equipment on other jobs and this cost will be passed onto local governments. This creates an unstable situation where the City is very likely to overpay for snow removal services. In a managed competition environment, the private sector will not be able to compete.

## Morton

**Solid Waste Summary:** Operates under the "pay as you throw" system where the city and PDC (private company) agree on trash rates. Residences comprising 4 units or less are serviced. Buildings comprising 4 units may also opt out.

**Service Approach:** Snow removal is entirely a city service. Only in extreme events are private entities hired to assist in snow removal. The last time a contractor was used was two years ago during a severe snow and ice storm on February 2nd. An operator and loader were needed to assist to city's snow removal effort. Employees from Water, Gas, Sewer, and the Public Works Departments are responsible for snow and ice removal. In

addition, 6-8 part-time employees fill in to assist with snow plowing. Hiring part-time workers is dependent on the amount of snowfall from year to year.

**Service Area:** The Village of Morton is divided into four areas of effort consisting of approximately 250-300 lane miles of pavement and 90 dead-ends and cul-de-sacs. On average, City employees will drive over 700 miles to clean-up after an average snowfall.

**Budgeting:** Since workers are pulled from other departments and snowfall varies from year to year, a flat amount is budgeted for snow removal each year based on historical averages. Materials needed to provide this service include equipment, salt, overtime and some additional part-time labor.

**Capital Assets**

- 9 Trucks
- 2 Tractor/loader/backhoes

**Have You Look At Privatizing Snow Removal Recently?:** No. the City has always performed this service in house. The only time outside help is used is in extreme situations.

## Normal

**Solid Waste Summary:** City crews provide solid waste pickup for houses and duplex style homes only.

**Service Approach:** Almost all snow and ice removal for Normal is done in house. Through an agreement with McLean County, Normal is responsible for snow and ice removal at McLean County Nursing Home located at 901 N. Main St. Normal hires a private company to remove snow and ice at this location. This agreement with the County has been in place for approximately seven years. This is the only instance of privatized snow removal in the town.

Employees from Street, Sewer, and Waste Removal divisions are responsible for snow and ice removal. The Parks and Recreation Department provides some assistance as needed with parking lots around the city. No part-time or seasonal employees are used for snow and ice removal.

**Service Area:** The town is responsible for removing snow and ice from approximately 432 centerline miles.

**Budgeting:** To budget for snow removal services each year, the department takes historical data into account. The main budget line items of concern for snow and ice removal include overtime, equipment costs, and salt. Each year, the town purchases 5,000 tons of salt. Since temperatures were increased and snow events were lower than average last year, the city had salt leftover and stored this for the next year. Due to the increased salt inventory, the city ordered only 3,500 tons of salt for this year. Examples like this result in difficulties for creating an exact budget for snow and ice removal from year to year. The timing of storms also has an impact on the city's budget. For example, if it snows during the week, the workers from different departments that have worked 40 hours or under are not counted as costs on the snow and ice removal budget until they surpass 40 hours. However, if it snows on the weekend, these workers have already completed their 40 hours and each hour that they are plowing snow (weekends) is counted on the snow and ice removal budget.

**Inventory:** The City has 21 pieces of equipment available for snow removal.

**Have You Looked At Privatizing Snow Removal Recently?:** No. At this time, the department is considering plowing the lot at McLean County Nursing home instead of hiring a private company to plow it. The

department believes that they can provide this service at a lower price than a private contractor without interrupting the level of service currently provided.

**Other Advice:** The town has not had any problems with the snow removal approach that is currently in place. The goal is to have the streets and parking lots cleared within 24 hours of a snow event. The approach that is in place allows the city to achieve its snow removal goal.

## Pekin

**Solid Waste Summary:** Countering the trend of contracting services, the City of Pekin bought equipment, hired its own employees and ended contracted service in 2004 for its refuse programs. Houses and buildings comprising 4 units or less are serviced. The rest of the buildings must retain private haulers.

**Service Approach:** Snow removal is entirely a public service. In very rare situations, contractors may be utilized to clear alleys but Mr. Shaw emphasized that this only occurs if there is a very bad storm and all other resources available are unable to remove snow and ice quickly enough.

11 employees in the Streets Department can be used for snow and ice removal. If extra help is needed, employees from the solid waste department can be assigned to operate snow plowing equipment. Employees can be assigned to 12 hour shifts and separated into two separate groups to ensure that Pekin has around the clock snow and ice removal services when necessary.

**Service Area:** Snow removal employees are responsible for 11 snow routes. For snow events less than two inches, plows will be assigned to only the primary snow routes and hill areas depending on road conditions. For snow events larger than two inches, plows will work the primary snow routes and hill areas first and will return as needed. After the primary roads are clear, side streets will be addressed as needed during the snow fall event but otherwise will be addressed the next regular workday.

**Budgeting:** Each year, a budget is created for "materials." Every year, 3,000 tons of snow and ice salt and 5,000 gallons of calcium chloride are purchased. These amounts are based on historical averages. Employees who are at 40 hours or less do not count against the snow removal budget. Once an employee is over 40 hours, these costs are counted on the snow and ice removal budget.

**Capital Assets:**

- 11 Front Line Trucks Equipped with Reversible Plows, Wing Plows, Spreader Boxes and Liquid Dispensing Tanks.
- 3 Spare Trucks Equipped with the same as above
- 1 Cat Wheel Loader
- 1 Truck Mounted Spreader
- 1 Truck Mounted with Anti-icing System

**Have You Looked At Privatizing Snow Removal Recently?:** City staff interviewed Bob Shaw, Director of Public Works for the City of Pekin. Mr. Shaw has been in this position in Pekin for about 18 months. To his knowledge, this has always been a public service. There is an option to call in contractors for alleys but this is an absolute last resort.

**Other Advice:** Prior to accepting the position in Pekin, Mr. Shaw was in charge of snow removal in Peoria for 10 years. During the end of his time in Peoria, Mr. Shaw said that the Public Works Director (no longer the director today) wanted to privatize snow removal. According to Mr. Shaw, he had a bad experience with this.

For example, contract workers often did not know all of the roads, their equipment was not sufficient to complete the job, and the overall quality of service provided was lower than the level of service that the city was able to provide. After his experience with privatizing snow removal, Mr. Shaw said that he would not recommend this approach to other cities.

## Peoria

**Solid Waste Summary:** The city uses contracted services from PDC (private company). Houses and apartments with 4 or fewer units are eligible.

**Service Approach:** A combination of full-time public workers, part-time seasonal hires and contracted companies are used for snow removal.

**Service Area:** The city is organized into 18 snow routes, 5 of which are contracted out to private companies. The five contracted routes are all residential streets.

**Budgeting:** The five routes that are covered by private contractors are easy to monitor and track budget data. However, the routes that are maintained by the city are difficult to track as workers from different departments are used for plowing duties. Part-time workers are guaranteed two days of work per week. How much they work after that depends on snowfall, which is difficult to predict and is not constant.

**Capital Assets:**

- 28 7 Ton Vehicles
- 2 10 Ton Vehicles
- 12 1 Ton Vehicles
- 3 Caterpillar Backhoes
- 3 Loaders

**Have You Looked At Privatizing Snow Removal Recently?:** The 2007-2008 season was the first year that the city partially privatized snow removal. During their research, they determined that the most cost effective way to provide snow removal for the city was by hiring contractors to provide some partial assistance on residential routes that do not require heavy equipment. Peoria decided to contract 5 of the 23 snow routes to private vendors.

**Other Advice:** City staff spoke with David Haste, City Streets, Sewers, and Forestry Manager. Mr. Haste shared the following advice based on his professional experiences. Private snow removal companies often do not have the large equipment to plow primary streets. If they do, the cost to provide this service is very high. Most companies require a retainer fee that the city will pay for year round for snow removal. In the late 1980s, Peoria tried to completely privatize city snow removal. They found that complete privatization is too expensive and contractors have a difficult time handling routes that require heavy equipment. Snow removal has a number of variables that are difficult to predict and working this into a contract that does not put the city in a bad financial situation is very difficult.

## Springfield

**Solid Waste Summary:** Residents in Springfield choose between four haulers: Allied Waste, Waste Management, Illini Disposal, or Lake Area Disposal. The city utility sets the price. Houses and apartments with 4 or fewer units are eligible to receive the service.

**Service Approach:** Full-time employees from the Streets Department, Sewer Department, and Motor Vehicle Department are responsible for snow removal. Private contractors are on call in the event of a storm producing over 10 inches of snow. Seasonal workers are not hired to assist with any snow removal services. The City does have the option of calling three workers who were laid off two years ago to perform snow removal duties. These workers have been called back in some events.

Typical hours of operation for snow removal is 7:00 am to 3:00 pm. After 3:00 pm, "trouble spot" teams are called for snow removal if the type and size of storm warrants a need for additional snow removal employees. If the snow event is large enough, the city can split "trouble spot" workers into A and B shifts, of 12 hours each, to achieve 24 hour snow removal.

**Service Area:** The City is responsible for 386 centerline miles. More detail on this service cannot be provided as the snow and ice removal plan in Springfield is an internal document.

**Budget:** Each year, past trends are analyzed to determine how much money should be budgeted for resources primarily including salt, labor and equipment repairs.

**Capital Assets:** The document containing this information is an internal document. Staff's connection was unable to provide the details of inventory for snow and ice removal at the time the survey was being conducted.

**Have You Looked Into Privatizing Recently?:** Aside from the emergency agreement that allows the city to supplement staff with a private contractor in snow events of 10 or more inches, no investigations into privatizing snow removal have been made.

## Urbana

**Solid Waste Summary:** Urbana defers trash collection responsibilities to residents, landlords, and private haulers while aggressively pursuing recycling.

**Service Approach:** Snow removal equipment is used only by full-time employees. The employees that are responsible for this service are shifted from the landscape division. Part-time employees are also hired for shoveling sidewalks.

Street snow removal is done in house. Urbana does have a company under contract to remove snow from city owned parking lots. The contract is set up in a way that the city must call the contractor each time the lots are to be plowed. This service approach is helpful to the city, since parking lots are used during business hours, leaving only a small time window to remove snow.

**Service Area:** The City is responsible for approximately 250 lane miles. Recently, the city passed a sidewalk and snow ordinance for the business district. After two inches of snow or after the city announces that the snow ordinance is in effect, businesses in this zone have 24 hours to clean their sidewalks. City administrators considered contracting sidewalk snow removal in the business districts but it was determined that implementing the snow ordinance would save the city money. Further, this ordinance was supported by the public. Last winter was the first year for the ordinance. It was only put into effect one time and everyone was compliant.

**Budget:** The snow budget averages $140,000 per year to maintain approximately 250 lane miles.

**Capital Assets:**

- 6 Dump Truck Snow Plows

- 1 Tandem Dump Truck Plow (EPOKE Spreader System)
- 3 Backhoes
- 4 One Ton Snow Plows
- 3 End Loaders
- 1 Grader
- 2 Skid Steer (Parking Deck Only)
- 1 Riding Snow Blower with Attachments
- 2 Pickup Trucks with Plows (PW 18, MP 35)

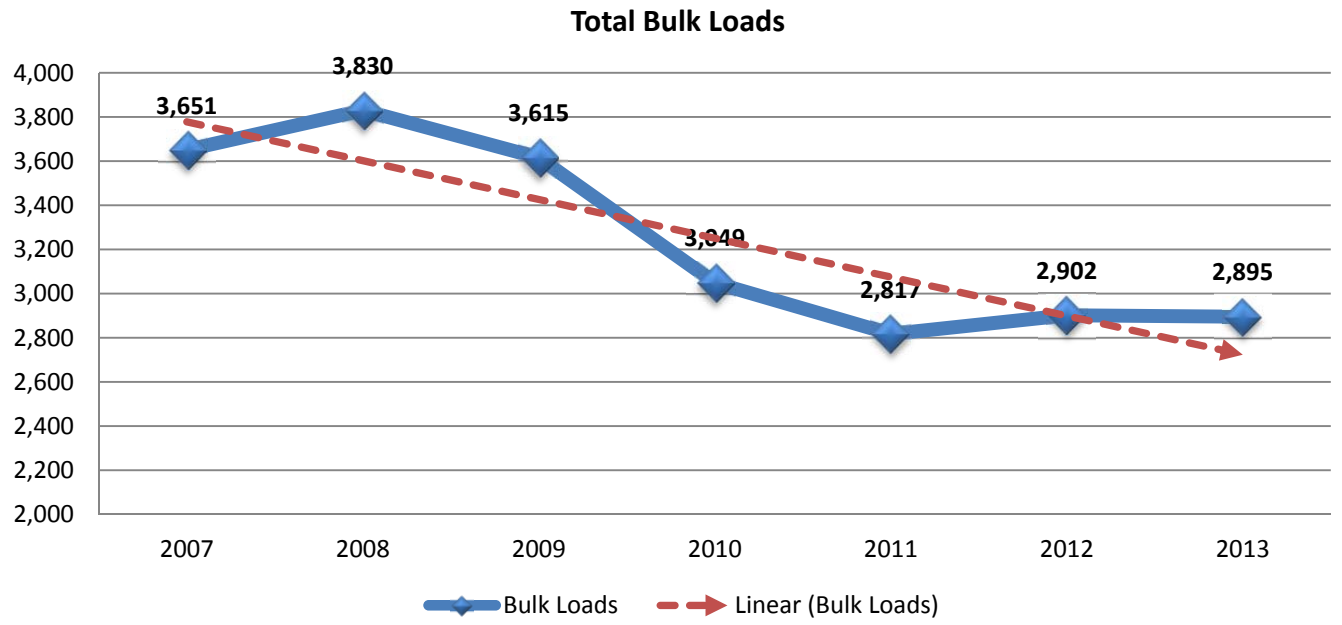
**Have You Looked At Privatizing Snow Removal Recently?:** Outside of privatizing snow removal for parking lots, the city looked into complete privatization of snow removal. Finding contractors that were able to take on this project was difficult. These results are similar to some of the challenges Peoria faced while analyzing privatization for snow removal.

**Other Advice:** Last year, the contractor responsible for snow removal on lots determined that his prices were too low and increased them for this year. The contract was ended and a new bid was created by Urbana. This is their first year with the new contractor but issues such as this are likely to occur. The administrator responsible must properly monitor each private entity involved in public service.

Sources for this survey: Public Works and Finance employees and official Internet sites of City of Bloomington, Town of Normal, City of Champaign, City of Urbana, City of Decatur, City of Peoria, City of Springfield, Village of Morton and the City of Pekin, plus officials from PDC (Peoria Disposal Company) and Allied (Republic).

## 1. Program Information

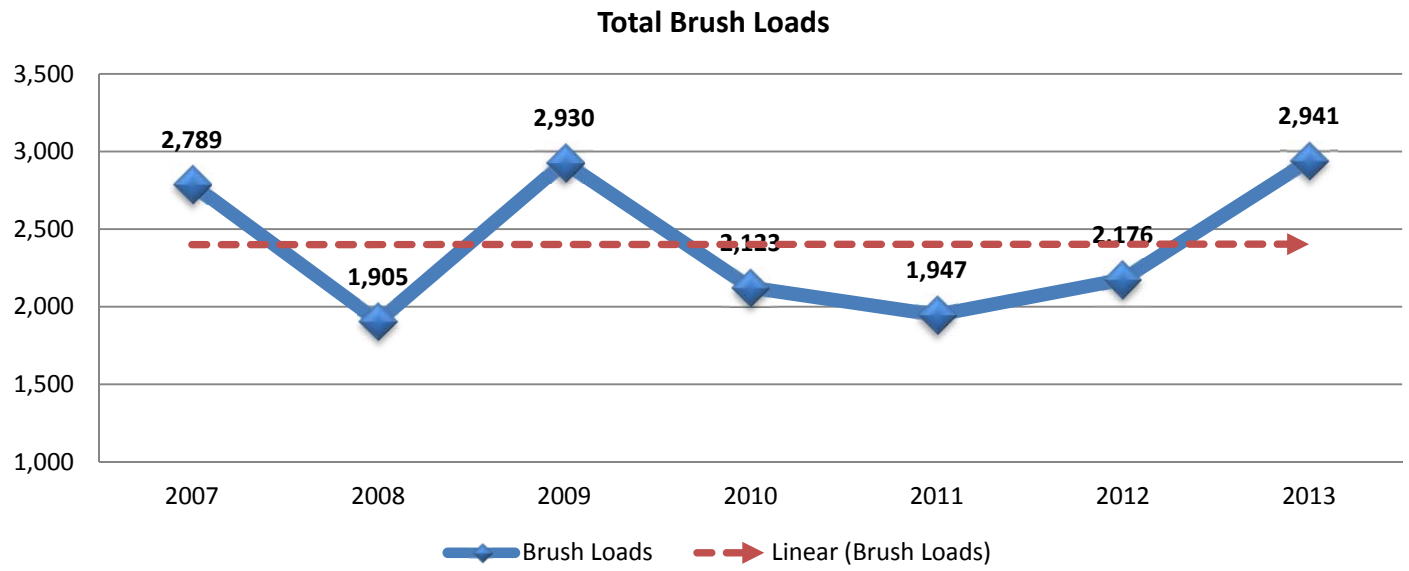
### *b. Workload Performance Data*




### Bulk Loads

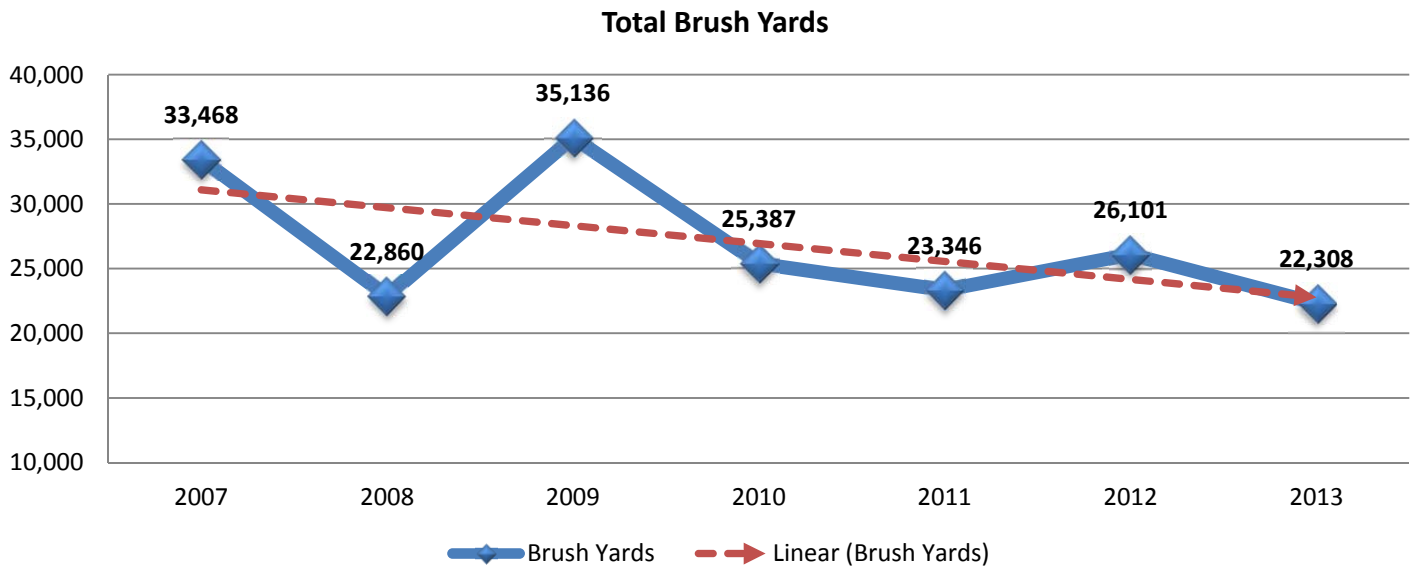
| Crew | Bulk Loads FY 2007 | Bulk Loads FY 2008 | Bulk Loads FY 2009 | Bulk Loads FY 2010 | Bulk Loads FY 2011 | Bulk Loads FY 2012 | Bulk Loads FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Crew 1 | 853 | 928 | 907 | 575 | 635 | 667 | 740 | 8.81% | -2.49% | -13.25% |
| Crew 2 | 834 | 835 | 824 | 751 | 647 | 675 | 750 | 0.53% | -1.72% | -10.07% |
| Crew 3 | 977 | 1051 | 949 | 836 | 750 | 760 | 801 | -1.19% | -5.03% | -18.01% |
| Drop Off Facility | 987 | 1016 | 935 | 887 | 785 | 800 | 604 | -11.7% | -9.44% | -38.80% |
| **Total Bulk** | 3,651 | 3,830 | 3,615 | 3,049 | 2,817 | 2,902 | 2,895 | -1.61% | -5.22% | -20.71% |

The volume of Brush collected on an annual basis is a volatile measure as it may be greatly influenced by natural events such as wind and ice storms.




## Brush Loads

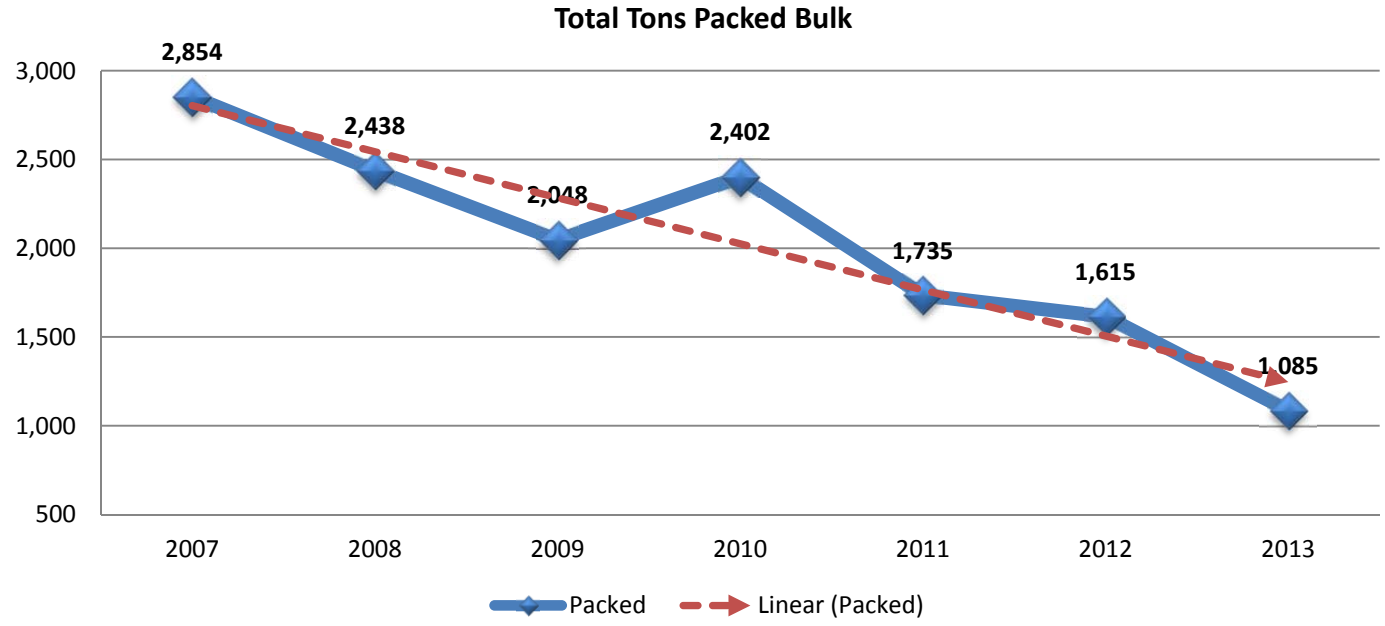
| Crew | Brush Loads FY 2007 | Brush Loads FY 2008 | Brush Loads FY 2009 | Brush Loads FY 2010 | Brush Loads FY 2011 | Brush Loads FY 2012 | Brush Loads FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Crew 1 | 765 | 477 | 671 | 553 | 517 | 571 | 562 | 0.79% | 5.09% | -26.5% |
| Crew 2 | 1,077 | 755 | 1,231 | 697 | 660 | 730 | 614 | -3.53% | 1.81% | -42.9% |
| Crew 3 | 799 | 498 | 855 | 745 | 699 | 776 | 578 | -6.89% | 7.63% | -27.6% |
| Drop Off Facility | 148 | 175 | 173 | 128 | 71 | 99 | 101 | -1.02% | -6.05% | -31.7% |
| **Total Bulk** | 2,789 | 1,905 | 2,930 | 2,123 | 1,947 | 2,176 | 2,941 | 12.88% | 12.9% | 5.45% |




## Brush Yards

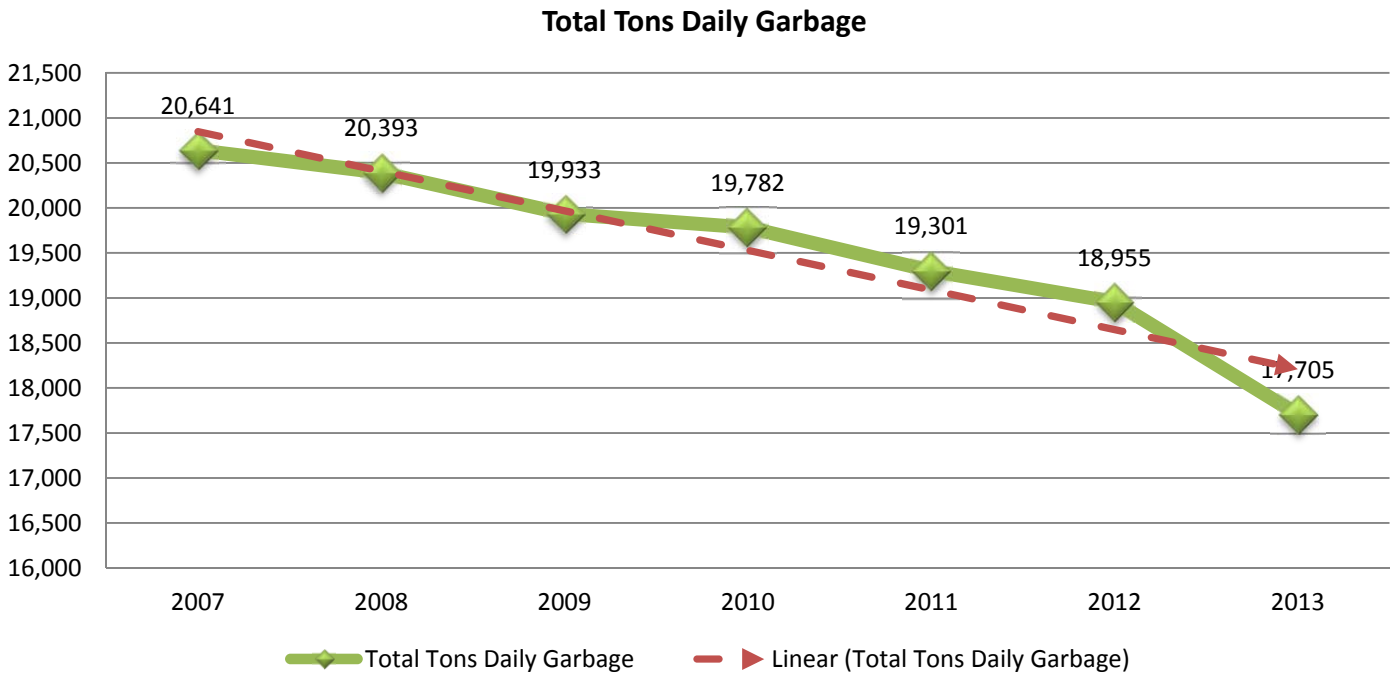
| Crew | Brush Yards FY 2007 | Brush Yards FY 2008 | Brush Yards FY 2009 | Brush Yards FY 2010 | Brush Yards FY 2011 | Brush Yards FY 2012 | Brush Yards FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Crew 1 | 9,180 | 5,724 | 8,058 | 6,624 | 6,228 | 6,888 | 6,768 | 0.96% | 5.17% | -26.27% |
| Crew 2 | 12,924 | 9,060 | 14,772 | 8,364 | 7,890 | 8,701 | 7,368 | -3.57% | 1.79% | -42.99% |
| Crew 3 | 9,588 | 5,976 | 10,230 | 8,862 | 8,376 | 9,348 | 6,960 | -6.48% | 7.68% | -27.41% |
| Drop Off Facility | 1,776 | 2,100 | 2,076 | 1,537 | 852 | 1,164 | 1,212 | -1.28% | -6.19% | -31.76% |
| **Total Bulk** | 33,468 | 22,860 | 35,136 | 25,387 | 23,346 | 26,101 | 22,308 | -3.59% | 3.04% | -33.35% |

Packed Bulk is items collected curbside which is put into packer trucks for volume reduction.



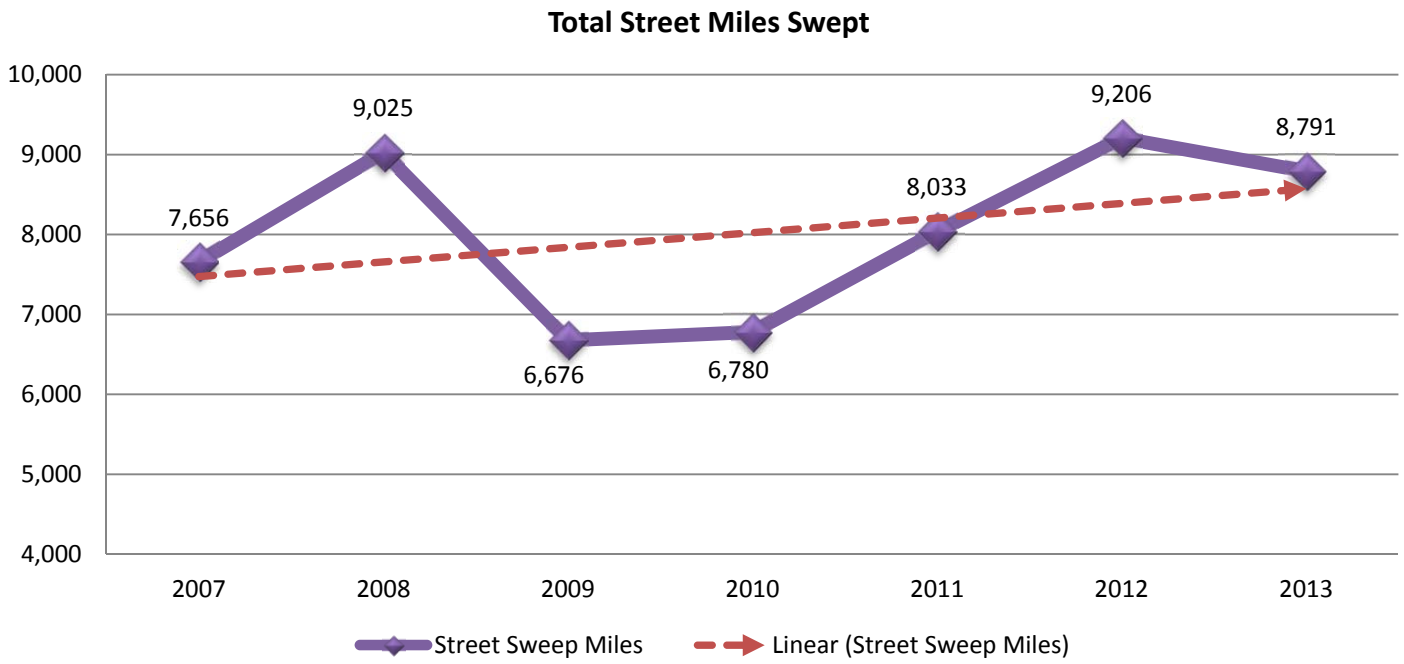
## Packed

| Crew | Packed Bulk FY 2007 | Packed Bulk FY 2008 | Packed Bulk FY 2009 | Packed Bulk FY 2010 | Packed Bulk FY 2011 | Packed Bulk FY 2012 | Packed Bulk FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Crew 1 | 1,089 | 806 | 667 | 680 | 477 | 482 | 280 | -23.57% | -17.19% | -74.28% |
| Crew 2 | 892 | 774 | 672 | 874 | 627 | 577 | 444 | -19.77% | -8.49% | -50.20% |
| Crew 3 | 874 | 858 | 708 | 847 | 631 | 556 | 361 | -24.17% | -14.06% | -58.69% |
| Drop Off Facility | 0 | 0 | 0 | 0 | 0 | 0 | 0 | N/A | N/A | N/A |
| **Total Bulk** | 2,854 | 2,438 | 2,048 | 2,402 | 1,735 | 1,615 | 1,085 | -22.50% | -13.24% | -61.98% |




## Total Tons Daily Garbage

| Weekday | Total Tons FY 2007 | Total Tons FY 2008 | Total Tons FY 2009 | Total Tons FY 2010 | Total Tons FY 2011 | Total Tons FY 2012 | Total Tons FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Monday | 4,725 | 3,907 | 3,972 | 3,878 | 3,919 | 3,656 | 3,517 | -3.15% | -2.03% | -25.56% |
| Tuesday | 4,228 | 3,251 | 3,194 | 3,364 | 3,907 | 3,894 | 3,643 | 3.12% | 2.59% | -13.84% |
| Wednesday | 3,668 | 4,589 | 4,385 | 4,209 | 3,468 | 3,430 | 3,200 | -8.47% | -6.77% | -12.77% |
| Thursday | 4,216 | 3,977 | 3,886 | 4,056 | 4,236 | 4,126 | 3,877 | -1.39% | -0.42% | -8.05% |
| Friday | 3,803 | 4,669 | 4,497 | 4,275 | 3,772 | 3,850 | 3,468 | -6.54% | -5.65% | -8.80% |
| **Total Year** | 20,641 | 20,393 | 19,933 | 19,782 | 19,301 | 18,955 | 17,705 | -3.61% | -2.77% | -14.22% |




## Street Sweep Miles

| | Total Miles FY 2007 | Total Miles FY 2008 | Total Miles FY 2009 | Total Miles FY 2010 | Total Miles FY 2011 | Total Miles FY 2012 | Total Miles FY 2013 | 3 Year Average Pct Chg | 6 Year Average Pct Chg | FY 2007 to FY 2013 Pct Chg |
|---|---|---|---|---|---|---|---|---|---|---|
| Total Miles | 7656 | 9025 | 6676 | 6780 | 8033 | 9206 | 8791 | 9.53% | 0.82% | 14.83% |
| Average Miles Per Day | 36 | 45 | 35 | 32 | 35 | 40 | 44 | 10.79% | 0.58% | 20.88% |

# 2013 Bloomington Citizen Survey-Solid Waste

| Background Information | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| In which ward do you live? (Please refer to ward map for assistance) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| How many individuals currently live in your household? | 1 | 2 | 3 | 4 | 5 | 6 | 7 | More than 7 | |
| If you have lived outside of Bloomington within the past 5 years, did your previous refuse collector charge for additional collection services such as recycle, bulk, yard waste, etc. | | | | | | | | Yes | No |

**Please rate your level of satisfaction with each of the following services**

| | Very Dissatisfied | Dissatisfied | Neutral | Satisfied | Very Satisfied |
|---|---|---|---|---|---|
| Curbside household trash collection | 1 | 2 | 3 | 4 | 5 |
| Curbside recycling | 1 | 2 | 3 | 4 | 5 |
| Curbside large items collection | 1 | 2 | 3 | 4 | 5 |
| Curbside yard waste | 1 | 2 | 3 | 4 | 5 |
| Drop-off recycling | 1 | 2 | 3 | 4 | 5 |
| Drop-site large items | 1 | 2 | 3 | 4 | 5 |
| Drop-site yard waste | 1 | 2 | 3 | 4 | 5 |
| Snow removal | 1 | 2 | 3 | 4 | 5 |

**Please indicate how many times per month you use the following services**

| | | | | | |
|---|---|---|---|---|---|
| Curbside household trash collection | 1 | 2 | 3 | 4 | More |
| Curbside recycling | 1 | 2 | 3 | 4 | More |
| Curbside large items | 1 | 2 | 3 | 4 | More |
| Curbside yard waste | 1 | 2 | 3 | 4 | More |
| Drop-off recycling | 1 | 2 | 3 | 4 | More |
| Drop-site large items | 1 | 2 | 3 | 4 | More |

**Please indicate your level of familiarity with the following services below**

| | Very Familiar | Somewhat Familiar | Not Familiar |
|---|---|---|---|
| Curbside household trash collection | 1 | 2 | 3 |
| Curbside recycling | 1 | 2 | 3 |
| Curbside large items | 1 | 2 | 3 |
| Curbside yard waste | 1 | 2 | 3 |
| Drop-off recycling | 1 | 2 | 3 |
| Drop-site large items | 1 | 2 | 3 |
| Snow removal | | | |

**I would support change to the current Solid Waste Program if…**

| | | |
|---|---|---|
| It saved me money by providing me an option to choose the services I would like to receive (i.e. Garbage, bulk, recycle, yard waste collection) | Yes | No |
| It increased the services that I receive | Yes | No |
| It enhanced environmental impact measures and practices | Yes | No |
| The program would become less dependent on General Fund dollar support | Yes | No |
| Costs were increased to provide additional drop off recycling sites | Yes | No |
| Space for other questions | Yes | No |
| Space for other questions | Yes | No |
| Space for other questions | Yes | No |
| Space for other questions | Yes | No |
| Space for other questions | Yes | No |

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**Please indicate whether you agree, disagree, or are unsure about each of the following statements**

| | Agree | Disagree | Unsure |
|---|---|---|---|
| Bloomington's solid waste system is in need of change. | 1 | 2 | 3 |
| I favor a system where residents pay based on the amount of solid waste their household produces rather than a set rate. | 1 | 2 | 3 |
| I would be willing to pay more for waste collection services if it meant the fees paid for the service provided. | 1 | 2 | 3 |
| Recycling Services are a priority. | 1 | 2 | 3 |
| The current costs for solid waste are too high. | 1 | 2 | 3 |
| The current costs for solid waste are fair. | 1 | 2 | 3 |
| I favor a system where residents pay based on the amount of solid waste their household produces rather than a set rate. | 1 | 2 | 3 |
| Information about solid waste services in Bloomington is easy to find. | 1 | 2 | 3 |
| I support a change in services to decrease the city funding gap. | 1 | 2 | 3 |
| I am willing to pay extra to receive recycling services. | 1 | 2 | 3 |
| There are too many garbage trucks on the roads contributing to traffic congestion. | 1 | 2 | 3 |
| The City provides residents with large item pickup services once a week equivalent to 2 front end loader buckets at no additional charge ($25 per bucket after 2 bucket limit). As a cost saving measure to the Solid Waste Program, I am willing to pay additional charges after 1 front end loader bucket per week. | 1 | 2 | 3 |
| I am happy with the snow removal services provided by Bloomington | 1 | 2 | 3 |
| Snow removal service is provided by the same city staff members who provide snow removal service. I am in favor of contracting out snow removal services if a private vendor can reduce costs even if it reduced the level of solid waste service provided to me. | 1 | 2 | 3 |

| Final Questions | Yes | No | Unsure |
|---|---|---|---|
| The City should provide curbside household trash collection | 1 | 2 | 3 |
| The City should provide curbside recycling | 1 | 2 | 3 |
| The City should provide curbside large items | 1 | 2 | 3 |
| The City should provide curbside yard waste | 1 | 2 | 3 |
| The City should provide drop-off recycling | 1 | 2 | 3 |
| The City should provide drop-site large items | 1 | 2 | 3 |
| If solid waste is outsourced, should the city restrict the monthly fee charged by an outside company? | 1 | 2 | 3 |

If you answered no to any of the questions in the "Final Questions" section, what alternatives would you recommend? _____

_____

_____

_____

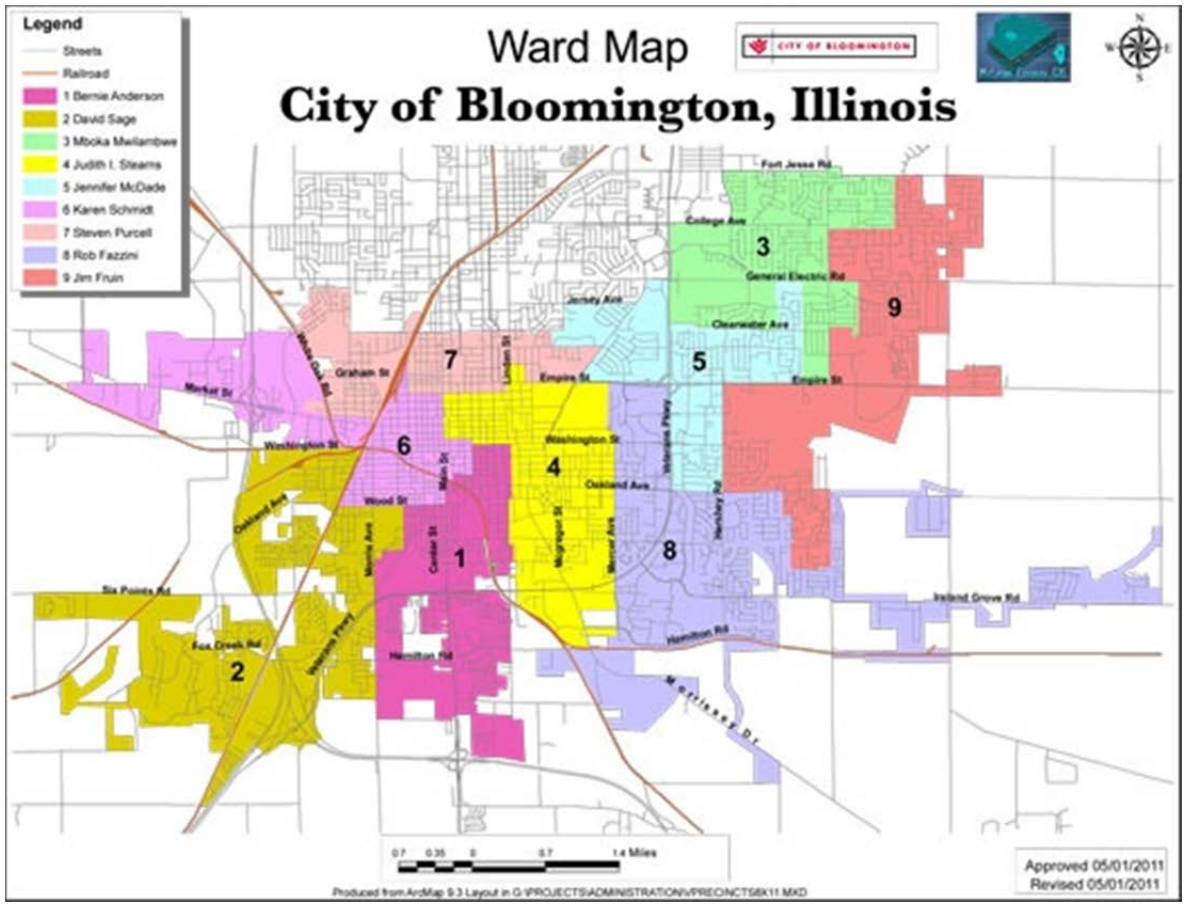
_____

_____

_____

_____

**Thank you for your participation in the City of Bloomington's solid waste survey**



**8. If you answered no to any of the questions in the "Final Questions" section, what alternatives would you recommend?**

| | |
|---|---|
| 1 | The city needs to repair the streets and if increasing fee will do that then that is good. Only need solid waste pickup and garbage twice per month. |
| 2 | Solid waste disposal, recycling and large trash pickup is excellent. Snow removal is timely but trucks drive too fast and mailboxes destroyed on a regular basis. They need to slow down and this would not happen our mailbox has been replaced 3x and others on our street (5+) were destroyed this winter. |
| 3 | I'm satisfied with current services and really don't care one way or the other. Comment in reference to Question 5a - 5f. |
| 4 | Trash bins should be provided for solid waste, like the bins provided for recycling - very much needed! |
| 5 | One additional item regarding the snow removal questions: My addition has no city snow removal so questions not totally pertinent to me. Thanks. I am pleased with the city services that I receive! |
| 6 | I would pay more for recycling but not everyone would. That would increase amount of recyclables going into the landfill. I would like to know where drop-offs are. |
| 7 | Private vendor - public pays |
| 8 | Would love to have Bloomington provide large trash bins with lids, equivalent to our new recycling bins! Very much needed! |
| 9 | Comment - Since we own a double lot we find that people often drop off things in front of our lot for collection. They must think we don't notice. We would not want to pay for their items to be picked up. We cannot police the curb site on a 24 hour basis. |
| 10 | Privatize drop offs |
| 11 | Add a single recycling drop off area at the current dump location. Have this location open 7 days a week. I live and the Westside. I think it is important to pick up bulk waste. Otherwise people will be dumping in the parks & vacant lots. I think this helps keep out community clean! |
| 12 | I think our garbage collection is just fine the way it is. It’s an important service to keep the City clean. If it works, Don’t fix it!! Snow removal could be greatly improved if plows stayed a foot away from curbs rather than plowing curb to curb. There would be less curb and turf destruction. |
| 13 | Cost is too high for what they do. |
| 14 | Snow removal is horrible the idiots knock off mailboxes and are reckless. Our street gets plowed 48 hours after snow! Pickup grass clippings at curbside - Hours for grass drop-off are bad - Most people work during those hours. Setup a open land drop-off 24x7 acres. Hate paying high garbage rates when I only dispose of 2 bags per week. I am paying for other peoples waste. Bill based on services rendered per house. |
| 15 | Too much salt is used. Excessive large item collection. |
| 16 | Normal has one man per garbage truck and we have three. I'd rather have one per truck and more police officers. I will throw my garbage in a dumpster but I can't enforce the laws. Also we should post signs on all public places. No Shirt No Shoes No Sag'n No Service. These people that enter places with their pants down shown their butt is gross and unhealthy. Pull um up or kick um out!! |
| 17 | You know - I am mostly satisfied with the curbside service. It’s the people answering the phone. Your folks answering the have lied to me and told me a permit was needed to pick-up waste from the curb. Your website disagreed. GOV'T Employees are INCOMPETENT. FIGURE IT OUT! - IDIOTS. Find a way to lower property taxes, legal rape is what it is! |
| 18 | How about plowing my street every now and then |

| | |
|---|---|
| 19 | Contractors should dispose large items instead of putting on curb after completing job. Workers take advantage of no supervisor and take extra breaks and breakfasts after leaving the City yard before doing daily route. Wasted man hours. |
| 20 | I am unhappy with the lack of care trash collection crews show. They have broken 2 of my trash cans and leave a mess. They are careless in the job. |
| 21 | Always consider contractors. Independent Contractors. |
| 22 | Yard waste and large items don't need to be picked up every week. I have neighbors that put 3 little stacks out every week - that seems like a waste of money. |
| 23 | Give the disposal to the person that put it there. So many times it is scattered all over. Make it a rule, you put it there you pay for it to be removed. |
| 24 | In my opinion, it is easy to drop off grass clippings. Otherwise, it becomes very smelly & bothersome. However, it would possibly become a nuisance if others did not think the same as I do and did not drop off clippings and leaves and branches. |
| 25 | I like what Bloomington provides, but I understand there is a cost factor to consider. I would like to know more details before agreeing to changes. I can be contacted at: (phone number) or (email). |
| 26 | Water bills are too high as is!! |
| 27 | Not in favor of out sourcing any City services. Support our City employees!!! |
| 28 | Even thou I answered yes to all the questions - my comment to the City is - A great job is being done with waste, recycling and snow removal. I have lived in St. Louis County prior and garbage waste - yard and snow removal was not the greatest for the money spent! Citizens in BLM do not realize the good services they receive for the money spent. |
| 29 | The size of the recycle containers is too large. If the same size is used for collection of household trash, I'll need to sell a car to get them both in my garage. There is no place outside to store them (I live in the Spring Ridge subdivision). |
| 30 | Should pick up grass! |
| 31 | I think all the services are EXCELLENT!!! |
| 32 | Writing from a residential household - If we have curbside recycling, why do we need drop-off locations? |
| 33 | City employees should work full 8 hour days if they are paid for 8 hours. The current approach is illegal due to fees collected for services. It is the equivalent of "ghost payroll" practices that are practiced by organized crime. Why are snow removal trucks paid by the hour but trash routes are paid by completion? It is a double standard that robs the tax payer and over compensates City employees. |
| 34 | We don’t see why drop sites are needed with excellent curbside services. |
| 35 | Can't wait for the new trash cans so mine stop getting destroyed!! |
| 36 | Bloomington's solid waste services are already very good. If recycling is separated from other services (as a "add-on" fee or service) it would discourage residents from recycling. It is vital to future generations to encourage recycling! |
| 38 | It would be better if the snow plows worked at slower safer speeds with their blades closer to the street level. They fly through our neighborhood with the blades high which always causes ice packs to form afterwards. Snow removal should actually be snow removal. Would also reduce the amount of mailbox damages. |
| 39 | Solid Waste removal is a service to all property owners in Bloomington. The fees are a tax and should be approved by taxpayers of Bloomington, not the City Council, Mayor or City Manager. We should be voting on any taxes on bulk waste removal. The current City Employees do a excellent job of garbage pickup and snow removal. |
| 40 | Compare costs of private companies versus costs for city pick up. |

| | |
|---|---|
| 42 | I'm a senior citizen living alone and the monthly $16 is excessive for one little plastic garbage bag a week. I seldom have yard waste and never large items. I use recycle but accumulate so once every two months. Could this $16 charge be more fair for folks like me? |
| 43 | This is more of a comment than an alternative, but doesn't the city make money off of the recycling program? If this is the case, why doesn't the city do a better job of announcing that fact? Also, although curbside large item pick up is a nice service, shouldn't it be reduced somewhat? |
| 44 | I think the costs are high enough and seem to be adequate. |
| 45 | If everyone were using curbside recycling, there would not be a need for a drop off site. |
| 46 | Very pleased with service. |
| 47 | I always seem to have more recycle than will fit in my can. I would just like to put the extra out with the can and have it taken away. |
| 48 | I am very dissatisfied with the city's household recycling services. I place my container on the side of the street the night before the pickup. The trucks routinely miss my street(Holder Way). When I call the solid waste office I am told that I will have to wait for my next scheduled pickup to occur. This leaves garbage in my garage for 4 weeks. I am paying for a service that I routinely do not receive. |
| 49 | Currently I pay for dumpster fees and curbside. With condo associations we need to have either curbside or dumpster not both. |
| 50 | I would like the opportunity to recycle or dispose of paint, household chemicals, gasoline etc. |
| 51 | Other: We like our recycling bin and hope the city will provide similar bins for trash collection as we have had in our other homes in other cities. |
| 52 | Satisfied with current services. Life on a Private street (snow). |
| 53 | Provide the service we pay taxes and fees monthly and stop trying to reduce services or raise fees and taxes. |
| 54 | Curbside recycling should cover the needs without drop off locations. |
| 55 | I recommend household trash "rolling bins" similar to the recycling bins. This should reduce long term cost for the city. Families needing more than 1 "rolling bin" would pay extra for that. |
| 56 | Please send us a recycling bin…our house was the only one on the block that did not get one (2916 Steppe Ln). Also your snow plow always plows the snow directly in our drive way. They also show up days after the snow fall. |
| 57 | Individual homeowners should be responsible for dropping off their own item sat a city run drop off site. One additional alternative/change - if an apartment or condo complex has their own garbage pick-up, they should get a reduced garbage fee charged on their water bill. |
| 58 | To save cost, pick up regular trash every other week, but provide the larger bins (like recycle bins). |
| 59 | This was very difficult to answer many of the questions since there was little or no context provided. What specific changes are being proposed/considered? Costs that are anticipated? Value of the changes? Etc. It seemed that the survey was really intended to be used as a basis and justification to raise costs without explaining true options or impacts. |
| 60 | Regarding city provided drop off recycle and large item locations: Unnecessary duplication of services already provided at curbside. Projects like these: Stop funding the Bloomington Cultural Arts projects that the majority of residents have little or no interest in or desire to attend their events, especially when our residential streets are in such disrepair and we are told that there is no money to fix them. Thanks for asking! |
| 61 | I don't want to remove the incentive to recycle, many people would stop recycling if they needed to pay extra for the service. A usage based fee while the benefit would be to encourage recycling it would penalize large families with reduced income. |
| 62 | Large item collection should not be free; it must be fee based! |

| | |
|---|---|
| 63 | I am very happy with our trash collection.; Love the large bins for recycle pickup. I wish we had those for the trash! Thank you for everything. Snow removal is good too. Just takes a long time to get to subdivision streets but I understand why. |
| 64 | If willing to pick up recycling at every address you shouldn't need a drop off site. Different from bulk where there may be a charge resident can drop off to avoid charge. Would like yard waste to include grass clippings or at least change drop off hours. Maybe 12:00 to 7:00 pm one day per week instead of closing at 2:45. |
| 65 | City trash crews work hard and provide great service! I have two suggestions. 1. If needed to save money pick up every two weeks (solid waste) 2. If waste day is Friday, items should be placed on curb Thursday evening or before 7 am Friday. Thank you, Fred Schmidt 662-3284 |
| 66 | The services that we receive are much more compared to surrounding communities with outsources services. I am willing to pay more to keep the current level of service as long as the city doesn't lost sight of those on fixed or low incomes. |
| 67 | I would like to see free recycling and one free garbage can of trash. Households over one can should pay extra. This should encourage recycling. Naperville has a similar program. |
| 68 | I once lived in Des Moines, a low tax no service town. Service was very poor. |
| 69 | Today in Bloomington, we get charged more, spend more and get less than any other time. |
| 70 | The city should provide the services even if it is more cost effective to contract them out. Snow removal: I don't like having a large pile of snow at the bottom of my driveway. This is a small issue compared to the good job that the crews do and the long hours they put in. |
| 71 | Satisfied as is! |
| 72 | 1. Wait until there is actually snow before sending out plow trucks (money wasting) 2. On my street, I have seen plow drivers purposely push snow into driveways. |
| 74 | I would prefer city provided solid waste trash cans. My cans that I have to purchase are constantly being thrown back onto the curb breaking the containers. |
| 75 | I love the new recycling program. Please switch garbage to the same type of containers as well. |
| 76 | I am unsure how I feel about a usage based fee. I think the city is too generous in the amount of large/yard waste that allowed without additional cost. I support contracting this service out. |
| 77 | Make the garbage crews work a full 8 hour shift, not the 6 hour shift they work now even though they are paid for a full shift. Prohibit people from throwing home remodeling debris on curb. Also stop throwing evicted home's belongings on curb. It looks bad. |
| 78 | Drop off streets or private co. |
| 79 | It wouldn't bother me if there were no recycling drop off. Curbside only is fine with. |
| 80 | Curbside electronics recycling should be an option. Curbside yard waste should be exempted to include grass. A fee for this expanded service would be fine. |
| 81 | We are very happy with the curbside pickup |
| 82 | Please plow onto St. John's Church Lawn and not on my sidewalk and driveway - it is too heavy for me to shovel when you put 2 lanes of snow onto my property. Towanda between Robinson and Emerson. |
| 83 | Other organizations provide recycling for drop offs. Curbside recycling is necessary. |
| 84 | Service provided on a case by case to those who desire this service. |
| 85 | Just a comment - The city provides OUTSANDING services. There is no need to fix what is NOT broken. We receive great value for these services and staff goes out of their what to do a good job. (name) (address) |
| 86 | Would love to see recycle every week or option to rent/buy a 2nd blue - bin. |
| 87 | One hope is that like recycling you get a large garbage containers and when full a fee can be charged if necessary. Large items should have some sort of fee. |

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| 88 | Every person in the City of Bloomington should already participate in curbside recycling and therefore, remote drop sites are redundant. I would also recommend similar automated trucks for trash pickup in the same manner as recycling! Bulk waste should be done once a month and charged to the individual household or contracted out to private contractors. |
| 89 | Educate people to compost - or - incentivize it (composting). If people choose not to compost - charge fee for pickup to only pay for City's cost. |
| 90 | Privatize the entire service. In my neighborhood more trash is dropped by the "collection personnel" than any others. Recycle bins are too big - no place to put them. They are useless to me. I am not convinced recycling saves anything too much effort washing takes resources too. Trucks use fuel / personnel curbside yard waste is done well. |
| 91 | How about larger garbage totes on wheels similar to the recycle containers? Charge for extras. Would pay a bit more for this convenience garbage management is a necessary social service people avoid, concerned the survey is the wrong way to make any real decisions. |
| 92 | Better hours at the drop off facility. I drop my grass off, but have to do it over my lunch hour in Spring and fall. You are only open until 2:45 until the end of May. The grass starts needing mowed in April. I'm sure the City could afford to have a person sitting in that shed until 5:00 or have the truck you put grass in parked in a lot so that it is accessible. |
| 93 | Grass clipping collection |
| 94 | Re: Snow removal. City crews pile hard packed snow across sidewalks. This is after residents have removed snow from the sidewalks. When I asked one driver why the excess snow had to be stacked blocking the crosswalks, his reply was well "where should I put it?" The practice creates inconvenience and a safety hazard (forces people to walk in the street). It gets worse! Crews habitually stack snow on the mediums on East Empire precisely at the cross-overs. These block motorists' views of oncoming traffic. Both of these practices stem from sheer laziness and unwillingness to do a quality job. Give the work to contractors. Our garbage men are not up to the task of snow removal. |
| 95 | Trash collectors in our qword are pretty tough on the garbage cans breaking off lids, breaking wheels, etc. They tend to toss them back into the yard or slam them down on the street after they have emptied them. |
| 96 | I don't feel as if we need additional drop-off recycling sites. |
| 97 | Fee based drop off locations. Approximately 2/3 of the water department bill is for sewer, BNWRD, garbage fee, and storm water - this seems quite high. Why are we paying a monthly fee when we do not use the service from Nov - April? The monthly fee for a second water meter used seasonally does not seem fair. |
| 98 | The trash pick up not scattering garbage all over the place. A central recycling and large trash drop off locations. |
| 99 | It would be nice if the trash container lid could be put alongside the street not left in the street and driveways (sometimes happens, not every week). |
| 100 | Bulk idea should be householder expense no cement, roofing, pickup owners expense. |
| 101 | Large items, construction scrap, etc. Should be completely paid for by home owner. If City is to pick these items up, ALL cost should be paid by owner getting benefit. |
| 102 | Curbside trash collection should be the same as recycling pick up. Additional trash should be an additional cost to the homeowner. No yard waste curbside pick up, I like the drop site. Discontinue large item pick up. Instead, provide drop off site for these items to keep operating costs low. |
| 103 | I think the city should explore contracting out to Waste Management even if it means a reduction in services. The level of service the city is providing is too high and should be reduced to lower costs. |
| 104 | It would be helpful to understand costs of privatizing waste collection for city & homeowners. I have no point of reference for what our costs are as compared to other options in order to give a fair answer. I do feel that you would provide a more responsible user if charges were assessed per service but this would also create a greater administrative burden. |

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| 105 | Glad to see you're finally getting input from "regular" citizens instead of agenda based people. |
| 106 | For drop-off related questions: serious problem for seniors who value independent living especially the many of us who are handicapped or non-drivers or otherwise restricted. |
| 107 | the city needs to provide a hazardous waste service for items such as paints. Even if it has a cost associated with it. Many communities already offer this on a drop-off basis. |
| 108 | I am not in favor of the large containers. I am 90 years old and I cannot handle getting them to the curb. |
| 109 | snow removal and yard refuse removal have cause huge potholes on Pierce Ave. The city uses large equipment that is not necessary. |
| 110 | Not happy with having to drop off electronics a few times each year. |
| 111 | Look at Champaign/Urbana collection private competition. This would drastically reduce personnel costs and lead to less waste since private contractors employ sorting/transfer solutions to redirect tipping fees making them more competitive in the private market. |
| 112 | I wasn't aware of any drop off locations. The only one I am aware of is Normal's electronic recycling center. |
| 113 | I feel its more convenient to have curbside recycling. Would like to see curbside electronic recycling made available to residents |
| 114 | Contract with a private company, there is no way 3 people per truck is cost effective, a roll to the curb trash bin, one person on a truck could pick up the container |
| 115 | Large item collection could be changed to once per month. With new recycling bins why are drop-off recycling locations required? |
| 116 | Would support large item pick up 2 times per month |
| 117 | Would like weekly curbside recycling pickup |
| 118 | I have seen City workers, garbage, leave pick up & recycle, provide excellent service in my neighborhood. Last fall workers went beyond expected service on several occasions in my neighborhood. They yard waste staff do a really good job getting all the sticks and waste off the road. Thanks to City workers for the work they do for our community (signed name) |
| 119 | Cost way too high for trash pick up. Snow removal is horrible does not clear Lake Ridge Ct and watch snow plows go right by. |
| 120 | Side street is rarely/badly plowed |
| 121 | It appears good now. Fees for pick up is okay. |
| 122 | I think the recycle program is just feel-good Baloney and should be scrapped |
| 123 | Prefer the garbage cans be made like the recycle cans |
| 124 | Mr. Hales, I did not answer "no" to any final questions but I wanted to mention that laying off City workers and contracting out services never really saves the City/People money and always reduces services and customer (me) satisfaction. The City workers that I have interacted with here are by far the best in all the other six cities that I have lived in. |
| 125 | If you start charging to have recycling picked up, I will stop recycling. |
| 126 | Drop off locations for large items |
| 127 | General Comment - Over the past 3-4 years our family's water/sewer/trash bill has increased from $70 - $75 to $95-105 per month for a family of 3. Our water usage has stayed relatively consistent. The increase has come from add. Fees & increase in services. I feel a 30% increase in 4 years is WAY too high & the idea of any additional increases from this point forward is not an option & unrealistic for the average family. |
| 128 | Enforce snow removal on sidewalks Resd. (name) (address) |

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| 129 | Although I did not answer "no" to any questions in the final section I wanted to make a couple observations. I have lived in several Cities across the Country. Bloomington hands down provides the best garbage service of any of them. However, I think it is too good. On trash day, truck after truck and front loaders drive up and down streets. Make people responsible for some of their trash. Have certain days of the month for yard waste and large objects. They do send trucks out on Sundays and holidays? The best garbage service makes people lazy! |
| 130 | Citizens who have large items for collection should be required to haul them to a site and they can drop them off for a small fee $5-10. |
| 131 | The City does NOT need to be responsible for large item collection at the curb. Those large items i.e. washer, dryer, fridge, etc. can be disposed of by stores where new items are purchased. Those large items on the curb are an eye sore and detract from our beautiful neighborhoods and curb appeal. I shouldn't have to look at other peoples garbage. I also believe all yard waste should be in yard bags - not dumped on the street. It is ugly and also clogs our storm sewers or washes to other people's property - yuck and very rude and disrespectful. |
| 132 | the City has done a great job on these services at a very minimal cost. This is a good selling point for new people coming into town. Make the Realtors aware of this. |
| 133 | I have very little trash because I compost bio-degradable. City of Blm. Should have program to encourage more people to compost. |
| 134 | Suggestion for yard waste: Strategically place several large dumpsters around Bloomington that are allocated only for yard waste and dumping grass. For example, one of the 3 or 4 yard waste dump sites should have 4 or more "RALPH" dumpsters that grass and "RALPH" bags, tree limbs, etc. can be disposed of. Also, newspaper + plastics Recycling bins can be placed near the compost dump sites as well. |
| 135 | this ward map is out of date |
| 136 | I would like to see automated trash collection bins like the recycling bins. I would also like to see grass pickup - occasionally. |
| 137 | I would like to see the City provide garbage cans like the recycling cans (Blue ones) that would be nice. |
| 138 | Too much government. Too many regulations, taxes and fees. Focus more on basic services. Particularly road repair. You have some rogue departments that push burdensome regulations and fees. It feels the only purpose of their fees is to justify their existence. And their purpose seems only to justify their existence. |
| 139 | Curbside is sufficient. I also would like the snow removal folks to be watchful as they knock off the mail box several times in the past. |
| 140 | Customers should find a private service to remove their large items to save the City money. A handy man company with a truck might work. |
| 141 | This is not in regards to the final questions; however, snow removal is a big issue - this year on the big snow storm, the roads/streets in Bloomington were not cleared but when passing into Normal the streets were totally cleared. Additionally, the snow plows cut corners and break curbing which is not repaired. They also throw the poor patching up into yards |
| 142 | I live in Witten Wood Subdivision on South Morris Ave. This year the snow plow took out 13 mail boxes in our neighborhood. Drivers driving WAY TO FAST. 2X This year they slid through the intersection into the fire at the end of the street. Because of access speed. Waste pick up looks like a tornado went through cans in the street trash everywhere. I have had to replace my trash can 2X's last year because they throw it in the drive breaking the wheels + handles. I spent more in trash can's last year than in trash fees. Something needs to change. Thank you. (name) (phone number) (address) |
| 143 | Regarding yard waste for those of us who do our own landscaping and don’t own pick up trucks the ban on sub soil, sod and rock from being picked up makes it very difficult to know what to do. I would be willing to pay to be able to have these items picked up. |

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| 144 | Bulk waste could be reduced to bi-monthly or even monthly pick up. I only use bulk waste a few times a year. That would have to reduce some cost from coming to each neighborhood each week. Also would be nice if City would take grass that is those large paper bags at least in peak growing seasons such as Spring when mulching is not a good option. But I would be very disappointed if the City took away bulk waste! For those of us that don't use it very often it is a blessing when you do. |
| 145 | only note I have is that you should pick up grass curbside. I would be willing to pay for this. |
| 146 | Enforce contractors who put their waste out for City to remove - Contractors should pay for those removals - not City or neighbors - Fines should issued! Builders + yard contractors |
| 147 | Now the City is relatively clean. If you change these curbside services then over time people will not dispose of items properly or pay someone to pick it up. Junk/trash/etc. will accumulate in people's yards, behind houses, or be dumped somewhere. If fees are increased for trash removal, so be it, but keep curbside services the same. |
| 148 | (name) (address) Please provide recycle bucket (Blue Color) for the house as it is not provided to me. Where other have been provided with one. But I did not have Recycle Bucket New One. |
| 149 | Actually I would just appreciate it if the garbage collection would not leave my garbage can on my driveway blocking my entrance so I have to get out of my vehicle on the street or drive through my lawn to get onto my driveway. |
| 150 | We do NOT want city services e.g. waste collection privatized. Recycling must remain a curbside service in order to get the greatest participation. We encouraged the development of a hazardous waste disposal program. Funding could probably be raised by having a voluntary add-on to current sanitation bills very much like the electric companies have to fund their Warm Neighbors program. Otherwise, we are pleased with the current services provided by the City of Bloomington. |
| 151 | I think people who leave large items on the curb should be responsible for transporting their bulk waste to a designated site or face fines. If people properly use curbside recycling there is no need for the city to fund an additional site. There are private operations to handle excess items. Apartment complexes could have several bins. Our fees and real estate taxes are obscene. Our snow removal services are reckless and do a terrible job. How much did Blm have to pay to replace all of those mail boxes? |
| 152 | Thank you for asking me:). I don't know if you need to provide both curbside and drop off recycle. I won't use drop off. That $600,000 for an Eastside Park would have closed a gap. |
| 153 | We live on a cul de sac and the snow removal is horrible. Also the City uses too much salt on the streets often at inappropriate times |
| 154 | Large item pick up could be reduced to once a month and/or bring the item to a drop-off location. |
| 155 | I have problem areas with services not addressed in this questionnaire- I have 2 garbage cans falling apart from being thrown around too hastily by crew. My street is very short and snow removal doesn't include my side of street, just opposite side of intersection. Had information on how to get City garbage cans - neighbors have them, but not me - why? |
| 156 | I like program as is. We appreciate the services provided in this category. We would be open minded to increase if data supports it. |
| 157 | We have been very pleased with the City's waste and recycle services and have told our councilman that we would rather pay more if necessary, to keep the services the same. We have been very dissatisfied however with the snow removal. Due to living on a cul de sac, we are left snow bound even though a snow plow made a pass over the street. Hours later the same size plow comes back and clears our cul de sac so we can finally get out, but we object to getting poorer service response compared to the rest of the subdivision. We pay the same taxes and we should get the same services. We do not buy into the excuse that they do not plow us with the others because the plow is too big. The big plow comes back to do it later anyway, so why not plow us at the same time as the first pass? |
| 158 | Charge extra for large item collection and disposal. |

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| 159 | If you charge fees for bulk collection it is my opinion you will end up picking these items that have been dumped in isolated areas. It took decades to get the city cleaned up let's not go backwards. |
| 160 | Some of the neighbors has oodles of garbage and we have 1 container or less - I believe there should be some adjustment to charges. |
| 161 | Snow Removal - our curb has been left damaged for about 10 years. |
| 162 | I live by Miller Park, I think the City waste and snow removal people have done a great job of always keeping our street clean of snow and the garbage picked up. They are out here when it is hotter than heck or colder than heck but they are always out there doing a great job. I have nothing but high praise for our city employees. |
| 163 | Solid waste drivers drive too fast in our neighborhood, we worry about the safety of area children. |
| 164 | Some of your drivers need a lesson ho how to plow snow the right way to turn your blade not covering or blocking driveways. Some of the same trash yard waste was picked up on the street no charge but I was charged $25 for pick up it wasn't even a bucket full. Waste is waste no matter how you look at you say $25 after 2 bucket but yet you charged $25 for the first one. |
| 165 | I don't know why drop off recycling would be needed if curbside is provided. Residents of other communities could be served at our expense. Grass pick up would be nice. I don't have a problem with charging me for more than 1 load of bulk but NOT on leaves in the fall. |
| 166 | W e lived for 35 years in a rural area and paid much more to a private garbage hauler. We feel that the rates for these services that we are now paying since we moved to the City are very reasonable. The service is very good and we are happy with it. Don't mess with it! |
| 167 | Need to address electronic waste. |
| 168 | I am very satisfied with the work the Public Works does. I would not support in any way ANY of the City staff being contracted out. These workers are friendly, they are friends, neighbors, the men I sit next to in church. I would be willing to pay more to have them keep their jobs. I wish you would look for a new route to save money then trying to get rid of our hard workers. Maybe we should get rid of our City Manager and save $175,000 plus benefits instead what do you think ? I would like a full time mayor with no city manager!! |
| 169 | City needs to watch for nonresidents bringing their trash, I have seen pick ups full, into the City for pick-up |
| 170 | Do not stop anything, we love these services we receive and we know how good we have it in Bloomington compared to many other cities who just look to cut budget corners. |
| 171 | I support the following alternative, though I did not answer "no" to any of the final questions. A) Assess an additional fee/charge to those who do not recycle (owner occupied + rentals) B) Require landlords to pay for all large item collection (fee for each frontend loader buckets) |
| 172 | There is a need to specify what is meant by "end loader bucket". Most people cannot haul large items + will just leave them on the curb anyway, especially move outs. |
| 173 | Snow removal very slow |
| 174 | Since all collection is done curbside, close the drop off site which would save money. To bad you don’t mail out surveys on other City operations - like "street maintenance", "How Admin + Council Functions" to name a couple. |
| 175 | Residents already have the option of curbside recycling pick-up. If they want to recycle, they can choose this option. |
| 176 | Weekly curbside yard waste could be reduced to bi-monthly or even 1 time a month with a special adjustment during the fall for leaves + Christmas for trees. We like the City provided recycle constrainers! If drop off locations are provided for large items a separate charge for curbside large item pickup could be considered. |
| 177 | If we have curbside, why do we need drop-off? Overall I am happy with services as they are now. |
| 178 | Curbside should be all that is needed - Drop-off would be redundant. |
| 179 | Don't we have enough drop off sites? |

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| 180 | The new recycle program should not require the need for recycle drop-off locations. Duplication of services is a waste of money. Perhaps the City could provide a its of companies that are willing to accept large items for recycling thereby reducing the City's burden of disposal and pickup of these large items. |
| 181 | Measures need to be implemented to reduce water and waste fees People are tired of continual price increases. Can't afford on fixed income. |
| 182 | Leave to private business or change to once per month |
| 183 | I recommend contracting out household trash. The workers have ruined 3 of my garbage cans (lids, hinges, wheels) by slamming them down on the ground - I have witnessed this. I think we should have a large trash bin like recycle that is picked up by the truck instead of thrown (like recycling) Recycling should be picked up weekly! Almost all of my trash can be recycled. Birmingham, AL had a great waste program for (?) residents - why don't you call them. Garbage 2X a week and recycle once. |
| 184 | Snow Removal: Find a way to stop the snow removal from piling up at the bottom of driveways! Recycle Bins: To many people leave them visible outside their houses. |
| 185 | I believe it is time the COB get into the 21 Century Look at communities around us and they are not in the garbage business. This would ultimately cost the household a little more money for garbage but would reduce the cost of services by the COB significantly. Privatize Garbage Collection. |
| 186 | I am please with the City services and the (?) |
| 187 | No. Leave it alone |
| 188 | We should charge more for those who do not recycle, I recycle more then I throw away. I am tired of paying the same rate as those who are too lazy to recycle. Find a way to reward those who are trying to help the City save money! Everyone has a choice. Encourage the right behavior. |
| 189 | I see no need for both a drop off recycling program and a curbside. I prefer curbside. |
| 190 | This form is just a con. You will raise the rates anyway. You probably have a program ready. Your just waiting to spring it on us. |
| 191 | I think the City does a great job. |
| 192 | Unsure- Can any of the services be done by an outside company saving costs or staying within the price we are paying? The COB does a very good job with waste - not so good with snow. |
| 193 | As long as we have some place to drop off recycling, yard waste, and large items I have pickup and will travel when I need to drop something rather than having the City pay for it all. I mean "city subsidizing" does mean "my tax money" right? |
| 194 | If people want to recycle then they can take the time to take it to a common drop off point. Cut back on extra vehicles and expenses. You can have large item drop off but not everyone has the vehicles to get it there. |
| 195 | I think the City does a fine job on all this. I really do like the new curbside recycling. Thanks |
| 196 | Miscellaneous Comments: 1) Waste collection services for Bloomington are far superior to what I was receiving in Decatur, having moved here in 2000. I commend you for this. 2) I don't understand why someone who lives in this neighborhood drives on of the City's large collection trucks home for lunch (I'm assuming) or for other reasons at other times of the day. Couldn't he drive his own vehicle or at least one that doesn't consume so much gas? 3) Why do the men who empty the waste containers into the truck SLAM the containers upside down after emptying it? I've had to repair mine 3 times. They are expensive. |
| 197 | We like what we have. |
| 198 | Drop sites are fine with me. |
| 199 | Don't use drop off sites. Home collection handles all my needs. Would like to have solid waste containers (like recycle) supplied by the City. |

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| 200 | Just a suggestion- We had lived in Normal - using the same trash receptacles is very nice - easy to use all curb trash looks the same. Drive around Normal and take a notice - Bloomington curbside trash looks awful - Normal is nice and neat - makes the community look better. |
| 201 | Do the trash collectors work a full 8 hour day for 8 hour pay or do they get paid 8 hours for doing their route? If so, there is where you could save money. |
| 202 | I love the giant recycle bin. I would love to see something similar for household trash. |
| 203 | Snow removal: We live in Eagle Croot East - Snow removal does not happen inside the subdivision - It appears the plows only go one route and leave a tremendous amount of residents without proper snow removal - tied to taxes. |
| 204 | Take metal to Ticks and plastic to Norm. |
| 205 | All residents should use curbside recycle. Why don't you have all curbside recycling containers picked up on one side of the street. This would cut mileage by approx. 50%. |
| 206 | I'm proud of our fine refuse collectors. I have been really impressed with the new recycle containers. I'm 71 but find them easy to use. I take a month to fill it hence just need to put out once a month. It cut my garbage can load down by half every week! I like:)!!! |
| 207 | I like that we have large item curbside collection but if it is too expensive for the City, I think a large item drop off site would be okay. |
| 208 | I didn't comment "no" but I want to make a suggestion regarding trash/recycling. I find that our household produces more recycling than garbage now that we have the big recycle bins, I think we could have every week recycling and every other week garbage. |
| 209 | I didn't answer no but my household fully appreciates the waste removal plan we have here. It is the best we've had anywhere. We would be willing to pay a bit more so it continues. Thank you. |
| 210 | When garbage men come to get trash… if they drop garbage cans on the street… could they please pick it up! |
| 211 | Citizens that have the opportunity to haul large waste items should not be charged for citizens that are unable. P.S. Still very unhappy with Judy Markowitz Coliseum that we didn't vote for but are footing the Bill, hence the increase in waste, water and snow services. |
| 212 | Larger items people should expect to pay for otherwise rather than the City. |
| 213 | FYI - This was a poorly constructed survey. |
| 214 | I see the drop-off electronic recycling service in Normal as adequate for both cities. This might be a place (literally!) where co-operation between Bland would be efficient and cost effective. I drop off used electronics, etc. there as needed. Perhaps co-operative bulk drop-off would also work. |
| 215 | I like things they way they are. Please don't Change. My water bill is too high now!! PLEASE don't raise the rates again!! |
| 216 | How did we go from disposal costs included in our very high property taxes to paying extra each month and still "at a loss". Maybe some help understanding that would get more understanding. |
| 217 | Would like to see large container trash pick up like the recycling. |
| 218 | Curbside is the alternative |
| 219 | Many are on the website etc.--- But people like me may not understand all that. Drop sites, or numbers that can be called (info) to get picked up etc. Would be helpful. Some knew how things can be picked up and when. Thank You! |
| 220 | Garbage fees should be based on weight. This will encourage others to recycle or think wisely about their garbage or go drop it off themselves. I have 1 bag of garbage every 2 weeks & My neighbor has 8-10 bags - we pay the same amount - not fair. |

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| 221 | I enjoy the services I received but would like a grass clipping curbside service be provided and would be willing to pay for such a service. It takes me 30 minutes to bag, drive to the drop off facility, and drive back home. I have many friends who would also like this. Thanks for considering. |
| 222 | I think you can do an either/or approach for recycling and large items. Curbside is more convenient for most that is why I support it. Those that use curbside large items pick-up should be charged extra. Fee for garbage pickup is high and was promised to be reduced again after it was raised. What happened? |
| 223 | I am satisfied with the level of service at our current prices |
| 224 | 2. hours at drop off facility do not function for employed residents. 2. Grass should be picked up curbside 3. Charges should be based on usage 4. Why are drop off employees no longer able to help lift grass into trucks? 5. Why not call to schedule bulk pick-up w/ fee attached at that time? |
| 225 | Don’t change anything, its great! These services are the best thing I have ever encountered in any city! |
| 226 | City money was recently used to buy a single stream truck and bins for recycling. Why are questions about recycling on this survey? It sounds like another way to waste money. |
| 227 | Large item pickup should be free to homeowners. Have lived here for 58 years. Ward 2 should be Westside not include Fox Creek Golf Course Area. City should charge contractors land lords. Home owners should be able to set anything out (non hazard). Water bill fees have at least tripled in 23 years at this house. Fix streets, potholes big enough to drop motorcycle tire in cause wreck. |
| 228 | Every other week curbside recycling is convenient. |
| 229 | Leave it alone, it is a wonderful service. |
| 230 | My complaint with snow removal is based on mailbox decapitation. |
| 231 | I think the city is screwing us to death. My bill has quadrupled. They are overplayed, over pensioned, half ass workers and that goes for the higher ups as well. I pay the same as the guy across the street who I think is a junk collector and then throws it all away. your great for the bums that we all pay for. You are typical governmental workers, getting paid for doing as little as you can. Living of the governmental teet. Nice raise David I haven't had on in years. And im pretty sure I am not the only one who feels that way. Water bill 57.00 please. You suck. |
| 232 | No to snow removal is because we are on a circle and main streets get plowed twice before ours get once - often next day after a snow. |
| 233 | Do everything curbside. If rental and empty out house charge owners more for pick up. |
| 234 | Curbside large item collection should be offered for an additional charge. Some area's around ISU use the service as a dumping site which is unsightly to the community. If certain businesses or landlords want to provide tenants a large item disposal, have a location designated away from the public eye and charge per loader bucket. |
| 235 | Paint disposal oil and water base. |
| 236 | Private enterprise bids to provide services to homeowners and business owners. Privatize garbage services. |
| 237 | Bloomington's programs for recycling, trash, yard waste and large item curbside pickup are far superior to any I've seen elsewhere. Rather than degrade services, I would rather pay more to maintain present levels of service. John Horton, 1837 E Lafayette |
| 238 | I like it, just change it, reduce your cost by efficiency. Id don't think grass should be dumped next to curb. It should be bagged in paper to ease workers job. If what you put out requires a wheel toater, you pay. |
| 239 | The city should have a program that charges a fee for large item curbside collection. Drop off sites should be provided at no charge. The fee should be based on the amount picked up, and the pick up should not be automatic. A homeowner would have to call to arrange a pick up and say how much they are throwing out. This is how they do if on Long Island where i grew up. It eliminates abuse of the large item collection service. I can't believe what I see people leaving on the curb for pickup. |
| 240 | Is it possible to get containers for garbage. Our tax dollars should be used for the services in this survey. |

## 2. Program Issues and Needs

### *a. Automated refuse and recycle collection services to apartment, apartment complexes, and condominiums*

### Introduction

As the City approaches automated collection of recycling and household refuse, it has encountered foreseeable obstacles, especially in regard to collection at apartment complexes and in older neighborhoods built before big garages and long driveways kept most parked cars off the street.

Indeed, a few of the neighborhoods were constructed back when a standard mode of transportation was a horse and a move to automated transportation meant a trolley and, for a few fortunate people, a new invention called the automobile. Through the years, buildings were constructed to accommodate high density housing without thought that someday street parking would hamper public garbage collection. And many of our houses within the central areas of the City recall a day when families were bigger and now accommodate multiple unrelated people who rent pieces of the now-divided houses.

Currently, operations are retrofitting modern collection and modern goals into old style neighborhoods and into dense multi-family areas. This task is possible, but there are big logistical questions along the way, as noted by staff and Council members over the past months. Currently, wheeled recycling carts in use and the garbage carts are coming. Thus, resolution of issues is needed. In this summary, staff presents recommendations and presents a variety of options for the City Council to decide upon. The issues and challenges presented are not unique to Bloomington. Every city that chooses automation faces obstacles. Bloomington's automation conversion experience is the norm.

#### City Goals

- Make recycling available to every resident of Bloomington.
- Vastly increase recycling while reducing landfill usage.
- Combine efficiency in recycling and garbage collection with good value and cost-effectiveness, while providing excellent services.

In some cases, goals collide. Some of the City's neighborhoods are not set up for maximum efficiency, and some Council options staff present in this summary are not the most cost-effective. Perfect answers are unattainable. However, the constant is the goal of access to recycling for all residents – a goal voiced clearly by a couple aldermen (without dissent from other aldermen) and by the City Manager on August 13. With this in mind, City staff respectfully presents the following recommendations.

### Recommendations

Staff recommends that the City stop providing collection at apartments and condominiums with five or more units and at apartment complexes and condominium complexes. Owners/landlords of these buildings should be required to contract with private haulers to provide services. These private haulers should be required by ordinance to obtain licenses from the City to perform that function and be required to offer recycling to the apartment dwellings they serve as a condition of that license. In other areas of the City in which logistical issues prevent efficient, automated trash service (such as the downtown), the City should retain manual garbage collection. This means the retention of one manual garbage route while automating the other five routes. This is referred to as a "hybrid" collection system.

## Overview

Cities decide for themselves what level of refuse service they offer, how the service is funded, who delivers that service and how it is delivered. There tends to be at least minor, and often major, differences between any two cities being compared. It doesn't make one city "wrong" and the other "right." There is no template to follow other than the one a given city's staff and municipal council determine to be the preferred service level and delivery for the particular city. Staff believes the best template for this City at this moment is for the City to provide service to single-family homes and to apartments with four or fewer units and that owners of commercial enterprises, including those involved in rental of larger apartment buildings and apartment complexes, should be required to establish their own refuse arrangements with qualified private haulers.

Staff views large apartment buildings and apartment complexes as business endeavors – rather than merely groups of households – and, therefore, believes that these businesses should be treated as other businesses: Required to arrange for their own refuse needs. The city's practice now, in staff's view, amounts to a subsidy for businesses that are engaged in residential rentals which is a cost passed on City taxpayers as a whole. However, logistical issues, not financial ones, pose the primary concern and motivate the staff to seek a service change. It is for logistical reasons that staff also recommends eliminating city collection to condominiums with five or more units.

**Timing:** The matter has been discussed in the past, but the issue presents an immediate logistical issue as the city switches to a more automated, more efficient and less labor-intensive service delivery.

**Scope:** Currently, the City collects about 26,000 residences. Of that, about 800 households fall within the definition of being an in an apartment or within an apartment complex or condo complex with more than four units.

**Definitions of apartments**: When we discuss an "apartment" building in this memo, we refer to a building constructed for the purpose of rentals and containing more than two units, or a single-family house that has been divided into more than two units for rentals. An "apartment complex" means:

- Two or more structures built as multiple-family dwellings.
- And containing three or more units per building.
- And located next to one another.
- And coming under common ownership.

*Not counted* as a "complex": A landlord might own two converted houses next door to each other with each containing four units. This does not constitute a "complex" *unless the houses are on a single lot*.

## Logistical Issues

The city has shifted from collection of recycling bins to use of 95-gallon and 65-gallon wheeled carts. A mechanical arm attached to the recycling truck will pick up a cart at the curb and empty the cart into the recycling truck. In most neighborhoods, the system will be extremely efficient. However, City employees, certain homeowners, landlords and tenants simply cannot easily accomplish recycling at apartment complexes. Further, the city will soon require carts for of household trash. Again, this will be difficult to achieve, as designed, at apartment complexes.

*Storage illustration: Trash-can storage areas, such as this one at an Eisenhower Street complex, will not accommodate a multitude of wheeled carts.*

## Storage

A major problem is ***storage***. Imagine an apartment complex with multiple two-story buildings with each building containing eight units. If the City attempted to automate apartment recycling and trash collection, every resident would be entitled to a wheeled recycling cart and a wheeled trash cart, too. Where would these carts be stored? At many apartment buildings, the existing storage areas are too small for cart storage. The carts are too large to be stored inside apartments (even if assuming the carts are kept in optimal sanitary conditions). Also, upper-floor residents could not possibly be asked to bring the carts up and down apartment stairs. The 95-gallon carts alone weigh approximately 40 pounds each.

Theoretically, the carts could be stored outside the building – if there is room behind the building. If using side yards, the landlord would be required to build some sort of storage areas such as wooden fencing to block the view of the carts from the street. City ordinance currently states: Carts and trash containers should not be visible from the street. It is not too much to ask a landlord of a four-plex, three-plex or duplex to provide trash and recycling cart storage for tenants. However, for the apartment complexes, with many buildings and a multitude of carts, the storage requirement becomes, what staff considers to be, burdensome.

**Option: Shared carts**. In an ideal situation, tenants in our hypothetical eight-unit apartment building could share carts, but that opens another problem: Who is responsible for a given cart? These carts are expensive and they are issued to customers at specific addresses and not to groups of customers. A resident who damages a cart is responsible for paying for a replacement under current plans. Who will pay for a replacement cart if it is shared by multiple households at an apartment complex and no one steps forward to take responsibility? This will be an issue even if the Council eliminates service to major apartments and complexes. Staff considered options:

- Landlords and tenants could be made “jointly and severally liable” for the cost of a cart in a similar manner as they hold joint and several liability for water bills. If a tenant does not

pay his/her water bill, ultimately the landlord must. Similarly, if a wheeled cart is damaged, lost or stolen, the landlord ultimately assumes responsibility for replacement.

- Another potential option is to place the responsibility of the carts squarely on landlords. Carts would be issued to them and they would be responsible for replacements.
- The only other option we can think of is that the City government replaces the cart and accepts the cost.

*Photo illustration: Cars parked at apartment complexes would block the City from using automated wheeled cart pickup as designed.*

## Parking

A second problem is ***parking***. Outside apartments, cars line the streets during the day. Fully automated curbside collection becomes impossible. Instead, wherever a car blocks a cart, the driver would have to exit the truck, wheel the cart to the truck, get back into the truck, load and empty the cart with the automated lift, exit again and wheel the cart back to the curb. The driver would repeat the process for every cart with a car parked in front of it. It can be done, but not efficiently. In most neighborhoods, this will be an occasional inconvenience. In front of large apartments and at apartment complexes, this would be the norm. It provides an argument against continued service to these multi-family areas.

Should the Council reject the staff recommendation and continue service to apartment complexes, logistical issues remain. Many of those complexes would be candidates for manual collection but there are other alternatives.

**Option: Parking bans**. Parking bans on collection days could solve the parking issue at apartment complexes and in parking-heavy neighborhoods – but only by creating a new problem of parking for affected residents. Parking bans would be highly unpopular and hard to enforce. Staff *recommends against* parking bans. They may be effective in other cities, but staff doesn't believe it a good answer for Bloomington.

**Option: Central collection at apartments.** An answer for apartment complexes might be to establish central collection points for the carts, rather than curbside collection. This would entail extensive deliberation and site visits with landlords to customize procedures for various apartment complexes. The Solid Waste Division would need another employee to achieve the task. Furthermore, lack of cart storage might require shared carts among tenants as discussed earlier.

*Roll-offs: The landlord at 302-310 S. Madison opted out of City service and instead uses roll-offs for trash and recycling. Parked cars (right) rule out automated collection in front of the apartments there.*

**Option: Roll-offs:** Apartments also could be served with **roll-off trash containers** commonly known by the trademarked name Dumpster. Wheeled recycling carts could be placed near the roll-offs. Or, the apartments could be served with large recycling bins similar in size to Dumpsters. However, the City possesses no trucks equipped to collect roll-off containers (Dumpsters). Theoretically, the City could buy a truck to handle roll-offs, plus the roll-off garbage containers and recycling containers. Staff would ***recommend against*** this option because of the added expenses. Costs:

- Estimated $180,000 for the truck.
- Plus the cost of the containers.
- Plus one new union employee to operate the truck.
- Plus neighborhood disruption. The truck would in many cases block the street during a fairly slow emptying process; most commercial Dumpsters get emptied in the middle of the night.

## Options for the City Council

Whatever City leaders decide to do, decisions should come soon, before the City starts distributing trash carts to residents. Here are some of the alternatives addressing various issues for Council consideration:

**Council option: Discontinue some apartment services:** As recommended, the City Council decides to require landlords of apartment complexes and apartments with more than four units to make their own collection arrangements with private haulers. Also excluded from service are rooming houses, condominiums with more than four units and condominium complexes with more than four units. Note that four is a common cutoff. The Council could decide upon six or more, or seven or more. However, as the density grows, so do the logistical problems.

- Pros: Many of the logistical issues are solved while apartments still are served by qualified haulers.

- Cons: The City loses direct control of services. Many landlords and tenants may oppose the change, as they for years have been benefiting from quality City service at an attractive price. They and members of the Council might feel as though the City is abandoning residents. Private haulers may have higher rates, and those rates will get passed on to tenants, many of whom are lower income. Or, haulers may reduce the scope of services, such as large-item pickup. Public housing residents become excluded from service. (However, see BHA option later in this report.)

**Council option: Retain apartment service:** The Council decides against the staff's recommendation and decides to retain collection at apartments as a City responsibility (with landlords being able to opt-out and make their own arrangements, as is currently the case). Public Works employees continue to provide the best service possible under Council guidelines. An outline of options within this option follows.

**Council sub-options: Collection at large apartments, complexes.**

- Automated but inefficient: The City collects in apartment complexes and does so with residents using carts. Cart collection occurs in an inefficient manner: Exit truck; wheel cart to truck; empty cart with mechanical arm; exit truck again; wheel cart back to curb. Repeat. This option leaves unresolved the logistical issue of storage discussed in the memo.
  - ✓ Pro: Lesser chance of worker injury.
  - ✓ Con: Highly inefficient.
- Automated, case by case: The City works through logistical issues on a case-by-case basis with landlords/owners.
  - ✓ Pro: The system will be tailored to precise needs at each precise locations.
  - ✓ Con: Doing so would be time-consuming; it requires discussions and site visits with dozens of property owners. Additional staff would be needed. As one industry expert put it, "It's a study in itself for every building."
- Parking bans: Discussed above.
  - ✓ Pro: Enables efficient cart collection.
  - ✓ Con: Will be unpopular and hard to enforce.

**Council option: Recycling drop-off bins:** With the goal of making recycling available to all in the City, Bloomington sets up drop-off boxes similar to those used for years by Normal. Staff *recommends against* their use for the reasons listed under "cons" below.

- Pros. It helps the City attain its goal that 100 percent of residents have access to recycling. Even those living outside town can recycle.
- Cons: Cost. The truck to pick up the bins costs about $180,000, and then the City would have to pay for the bins (about $10,000 each) and a driver for the truck. Also, non-residents will use the drop-points, meaning the City would subsidize recycling costs of non-residents. Normal has had difficulty getting commercial landowners to allow them onto their property. Bloomington would expect the same.

## Public Policy Outlook and Apartments

The public policy issue of services or non-service to apartments comes down to this: In terms of providing refuse service, should larger apartments and complexes be treated like businesses or should they be considered part of the residential community. Staff believes apartments are the undertaking of private businesses (with the exception of public housing structures). Beyond four units, an apartment complex starts becoming a serious business endeavor.

**Trends in refuse collection:** It is common among our neighbors to leave refuse hauling at most businesses, including apartment-complex businesses, to the private sector. Normal, for example, collects only at houses,

and duplex-style structures. Decatur limits city services to apartments with six units or less. A common standard is city collection or city-regulated collection at apartments with four units or less, and that is the standard used in Peoria, Pekin, Springfield, Champaign, Urbana and Morton, and Morton allows four-plexes to opt out. Champaign and Urbana governments involve themselves with recycling at all residences, including complexes, but they charge a recycling fee to pay the full cost ($2.50 per month per household in Urbana and $2.60 in Champaign).

City staff wanted to ascertain what percentage of cities statewide, regionally or nationwide offer city services at apartment complexes. We contacted various sources but were unable to find data. We are not sure there are any readily available public documents. Two of the experts contacted were:

- ISU economics professor David Loomis. An ecology specialist, Professor Loomis undertook searches on the Internet and using the Milner Library databases to see whether he could find material of which he was unaware. He found none pertaining to the question.
- Marc J. Rogoff, Phd., who is project director for SCS Engineers in Tampa, Fla., and a member of the Waste Management Committee for the American Public Works Association. His firm conducts studies on solid waste methods for municipalities and his work with APWA continually places him in conversations about municipal refuse. Mr. Rogoff knew of no studies and stated that the only standards when approaching automation issues, in his opinion, are the ones that individual communities decide fit their particular circumstances.

## Financial Implications and Apartments

**City subsidy:** The financial issue does not drive the recommendation to end service at large apartment, condos and complexes. Nonetheless, the Council should know that the City government – i.e. taxpayers in the City as a whole, subsidized solid waste services to all households by an average of about $50 per household per year in FY 2012. That amounts to an annual total of $40,000 (800 units in question x $50 per unit) for the apartment units in question. Thus, it can be stated that the City subsidized the housing rental industry's refuse services.

**Hidden cost:** A hidden cost to moving collection at large apartments from the City to private haulers involves wear and tear to streets. No dollar cost is affixed, but common knowledge tells us that multiple trucks from multiple haulers driving through the City to serve apartments will increase wear on the streets.

**Implications for landlords and tenants:** Ultimately, the consumers/tenants would pay any increase in cost that might occur if the City stops serving apartment complexes and apartment buildings larger than four-plexes. Owners/landlords would pass along costs, just as they pass on cost of property taxes. Landlords operate in the black, not the red. Landlords, however, may believe the change to be inconvenient and may argue against the change, as may tenants. Of particular concern to landlords will be the loss City large-item pickup. Tenants leave loads on curbs during move-outs, and the City adds no direct cost to landlords unless the load volume on a given day outside a given building exceeds two end-loader buckets.

Apartment tenants would be freed of the $16 monthly City refuse fee. Tenants may or may not pay more, in the end. Competition should keep prices affordable. However, the costs passed to them from their landlord would depend on the hauler used and the level of service arranged by the landlord and hauler.

A comparison of municipal services between two cities might help Council members visualize the difference in costs and services. Here, we compare the costs and service levels in Bloomington versus Springfield for a tenant in a four-plex apartment. (Springfield does not service larger apartments and complexes.)

- Springfield: $12.25 per month for trash and recycling; $1.50 per bag of compost except during fall/spring free pickup periods; three-item maximum for large-item pickup *per year*; private haulers will pick up additional items for added charges.
- Bloomington: $16 per month for trash, recycling and yard waste (except grass). Seasonal leaf collection at no added cost. *Weekly* large-item pickup at no charge for the first two end-loader buckets; $25 per bucket after that.

## Impact on Apartment Buildings

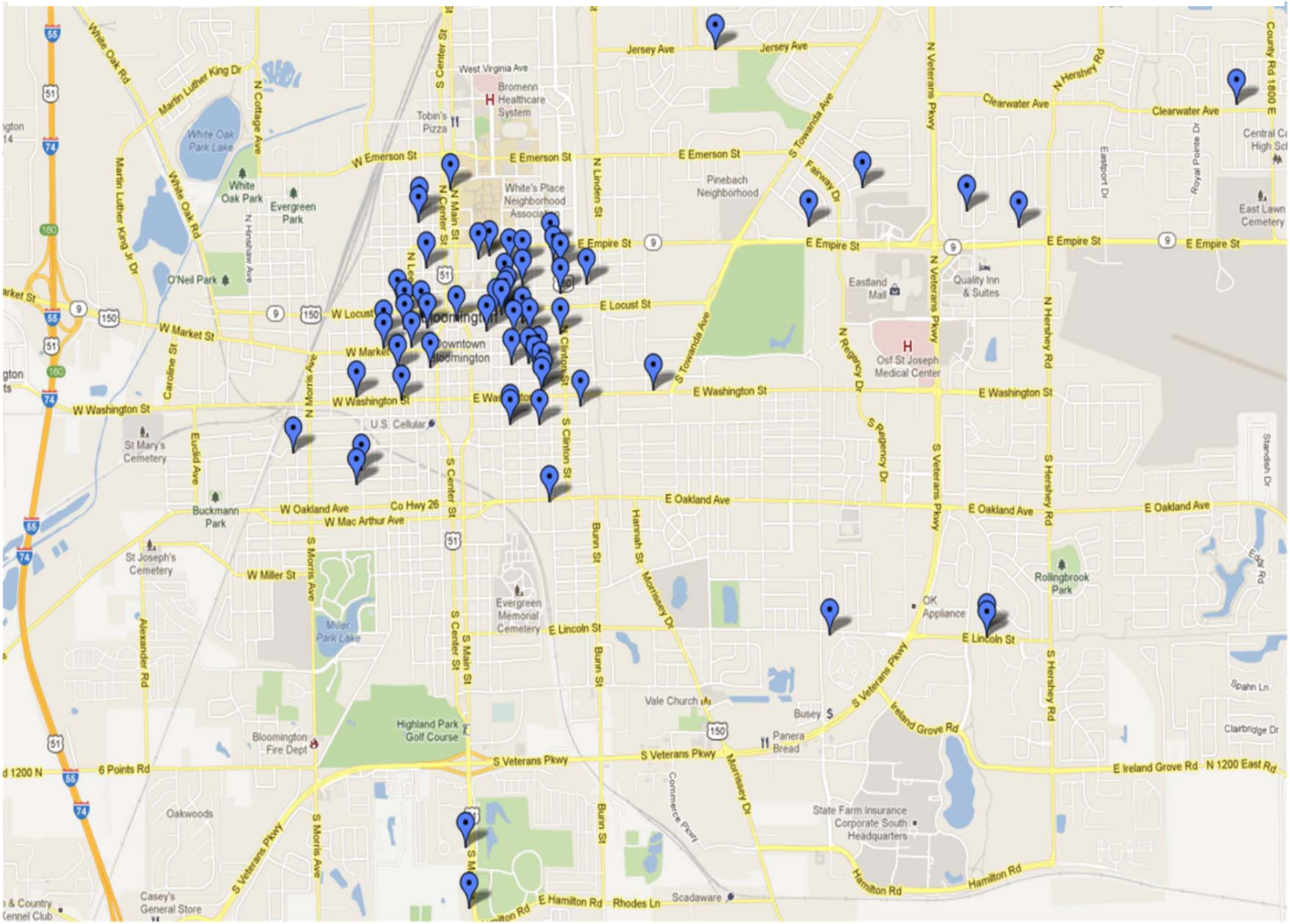
It was staff's recommendation that the City stop providing collection at apartments and condominiums with five or more units. It was recommended that owners/landlords of these buildings be required to contract with private haulers to provide services. Staff recommended that these private haulers should be required by ordinance to offer recycling services to apartment dwellings they serve. In other areas of the City in which logistical issues prevent efficient, automated trash service, the City should retain manual garbage collection. This means the retention of one manual garbage truck while automating the seven routes.

Council asked staff to research how many buildings and/or businesses would be affected by this change in policy. Staff utilized the PACE Department's database to identify all of the apartments within City limits and cross referenced these addresses with the Water Department's refuse billing records to identify those buildings/businesses receiving municipal refuse collection services. In a previous report issued to Council, Staff surveyed 9 municipalities (including Bloomington) and their policy on servicing apartment buildings. **Of the 9 surveyed, 7 municipalities (either through provision of service provided by City crews or contract with private hauler) did not provide collection service to buildings with more than 4 units.** Decatur allows 6 units buildings to opt into the service and Bloomington allows any apartment or condominium.

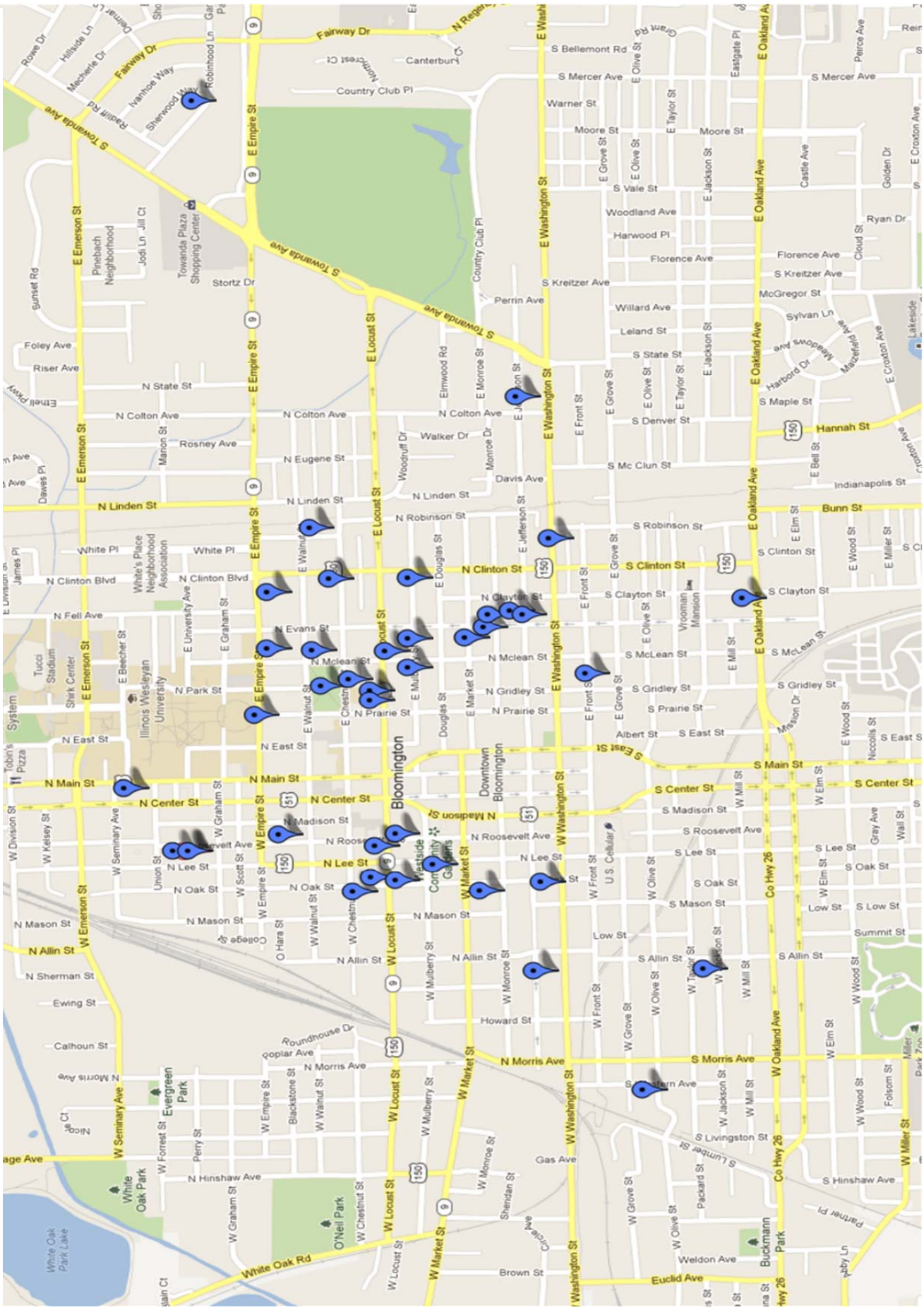
| | Number of Buildings in Question | Number of Units in Question | Pct of Units Based on Total Customer Base |
|---|---|---|---|
| 5 Unit Apartments | 25 | 125 | 0.48% |
| 6 Unit Apartments | 17 | 102 | 0.40% |
| Total 5-6 Unit Apartments | 42 | 227 | 0.88% |
| Total # of Buildings with Less Than 11 Units | 59 | 356 | 1.38% |
| Total # of Buildings with More Than 10 Units | 3 | 57 | 0.22% |
| Total Apartments in Question | 62 | 413 | 1.60% |

The results showed 42 buildings containing 5-6 units in municipal limits receiving refuse collection services containing a total of 227 units or 0.88% of the City's total customer base of 25,774. This list includes homes having been converted into rental properties or Victorian style homes retrofitted to apartment units operating as apartment structures. The total apartments in question (all those consistent of 5 or more units) was 62 buildings comprising 413 total units or 1.60% of the City's total customer base of 25,774. Below are two maps identifying apartment locations in Bloomington. The first map identifies all of the apartment locations having 5 or more units receiving municipal refuse collection services and the second map displays all of the apartment locations identified as having between 5- 6 units receiving collection services.

# All Apartments with 5 or More Units Receiving Municipal Trash Service



# 5 – 6 Unit Apartment Locations Receiving Municipal Trash Service



Roll-offs: The landlord at 302-310 S. Madison does not receive City service and instead uses roll-offs for trash and recycling. Parked cars (right) rule out automated collection in front of the apartments there.

Single Stream Commercial Container used by Allied Waste for the collection of recycle materials at larger apartment buildings due to logistics and issues seen in the picture to the right.

John Turnquist, property owner of the 5 12-unit apartment buildings located at Jersey Avenue & Eisenhower Drive (pictured to the right) opted out of City service after 23 years of being a City customer. Mr. Turnquist stated that there was no space for the containers and that the on street parking currently provided would not accommodate curbside automated collection.

***Staff Recommendation* for Automated refuse and recycle collection services to apartments, apartment complexes, and condominiums**: One option for providing service to apartments, previously discussed in the First Interim Report, is the provision of roll-off containers. Allied Waste services larger unit buildings with single stream commercial containers for recycle materials and single location roll-off trash containers for non-recyclable materials. This may however, be a rather costly option as the City does not currently have the equipment required for the roll-off containers. Staff would ***recommend against*** this option because of the added expenses. Costs:

- Estimated $180,000 for the truck.
- Plus the cost of the containers.

- Plus one new union employee to operate the truck.
- Plus neighborhood disruption. The truck would in many cases block the street during a fairly slow emptying process; most commercial Dumpsters get emptied in the middle of the night.

***Staff would be in support*** of the City contracting out solid waste services to apartments. A contracted service would allow the City to require the provision of recycle services to the apartment buildings for a potentially lower cost than purchasing the needed equipment and manpower to provide the service in-house.

## Other Matters for Consideration

**Downtown:** Downtown cannot accommodate automated collection because of logistics. Staff recommends no change to Downtown service. It would retain weekly manual pickup but without bulk pickup. Recycling carts are stationed outside the Tiltons' Fox & Hounds building.

**Bloomington Housing Authority:** BHA property falls into a gray area. In Bloomington, BHA operates Kane Homes, Holton Homes, Sunnyside, Evergreen, Woodhill Towers, Woodhill family units and at least four group homes for persons with disabilities. These properties *act like* apartment buildings/complexes in terms of logistics of refuse services. However, the landlord/owner has no profit motive and isn't a business. If the City Council chooses, it could enact the staff-recommended change to end collection at apartment complexes but could exempt BHA property. Clearly, BHA properties lack storage and cannot be served with the wheeled carts. Public Works could continue to serve these dwellings with the existing system of manual garbage collection and blue-bin recycling. That would match the wishes that the Housing Authority's maintenance supervisor conveyed to staff, and it would be staff's recommendation.

**Sororities and fraternities:** Illinois Wesleyan University's off-campus fraternities and sororities *act like* bordering houses but also operate without profit/business motivation. The Council could choose to grant them exemptions as well. Some of them already are using recycling tote carts under special collection arrangements with the City.

**Private haulers, licensing and recycling:** Private haulers already work in the City, collecting for businesses and for apartment complexes whose owners have opted out of City service. They include Allied Waste (Republic), Area Disposal (PDC/Area), Henson Disposal and Casali & Sons. They could be licensed now, under existing ordinance. City staff believes a license requirement and requiring that they offer recycling services in residential areas serves two purposes. First, it helps control quality and limits the number of haulers working in the City. Secondly, it ensures the City keep intact its mission to encourage recycling and divert recyclables from landfills. Staff recommends that private haulers and landlords/owners be required to offer recycling at residential units *regardless of whether owners/landlords have opted out of City service and regardless of whether the Council decides to retain or end refuse service to apartment complexes.*

## Apartment Owner's Perspective

Much similar to the City's solid waste focus groups held with citizens in April 2013, the City also asked apartment owners to join the City in a conversation about staff's recommendations to Council. City staff mailed all apartment owners receiving City solid waste services an invitation to attend an afternoon or evening session on April 10 at 1:00 p.m. and/or April 11 at 7:00 p.m. There were a total of 25 apartment owners and apartment staff members that attended the two meetings. Lynn Montei served as the facilitator for the meetings, guiding the discussions and recording the responses from the attendees. City staff provided a 15 minute presentation to the participants highlighting the options identified and staff's recommendation to discontinue service to

apartment buildings with 5 or more units. The following are the notes and information gathered based on the apartment owner's conversations with staff and the facilitator:

Landlords and Condominium Owners
April 10, 1:00pm Input Session – 16 attendees

These questions or prompts were offered as ways of helping table groups start their conversations. Some groups used them and some did not.

- What you appreciate and value about your current solid waste disposal services
- Your perspective on automation, storage, parking and equipment expense
- Your ideas/alternative solutions
- Your ideas/experience on private hauler options, licensing or other aspects of the issue
- Other input/advice
- Comments on provisions regarding general residential customers

1. Recycle container for my 6 units
    a. 1 container is satisfactory for all 6 units every other week
    b. No more than 2 or 3 garbage cans go out each week for the 6 units
    c. At 503 E. Walnut – 2 units – 3 people and my residence-2 of us-for all 5 people in the 2 units + home, I normally have 1 garbage can/wk and 1 recycle cart every other wk which is normally not full
    d. My $16/unit pays for 2 or 3 garbage cans picked up per week + 1 recycle cart every 2 weeks
    e. Figure out some system for charging all property owners to call for a scheduled pickup of the big stuff; impose fines for leaving the stuff out for more than a few days.
    f. Encourage adjoining property owners to put their trash out together to eliminate truck stops
2. Any charge of cost should be spread across all property owners – all 25,000+ pickups
    a. Single family homes require 1 stop just like apartment buildings
        i. They have a garbage can and every other week a recycle cart
        ii. On a per unit basis there is less picked up in a 6 unit stop vs a single family stop
3. I'm willing to pay more/unit so long as the single family unit pays the same/unit cost-for the above mentioned reasons
4. The city service is more reliable, I assume, when it comes to all kinds of waste. The regular scheduled days works great.
5. Footprint of property – request exception for properties with <u>no</u> accessibility for pickup
6. Apartments produce less waste that single family residences.
7. Need to focus on bulk waste costs.
8. Could consolidate 5 containers → 2 carts

Table 2

1. Bulk pickups – dedicated day to pick up furniture, leaves, etc. Like "tire" day
2. Carts-sharing 1 cart per 1.5 units
3. Historical Districts, land locked lots
4. Dumpsters/roll offs – PACE requirements?
5. Properties where there is not a problem

6. Offer bulk pick up only – no recycle, no trash

Table 3

1. Yard waste pick up – do it biweekly with a fee
2. Eliminate trash fees from water bills
3. What happens with stolen carts? PD won't do report for < $1,000 loss (Normal)
4. When is final decision made?
5. How many staff members will be eliminated?
6. How much notice will be given if the change is made? Customer service is already a problem with private haulers.
7. City doesn't plow alley where a cart has to be placed. Will plowing routes change to accommodate this?
8. Are businesses listed as alternative service providers already licensed? If private hauler licenses have a fee, it may be passed on to customers. Consider waiving license fee.
9. Increase bulk charge and decrease the amount of pick up before fee starts. E.g., we charge $25/bag of trash left in an apartment to adjust for our employee's time. Maybe the City should charge accordingly.
10. Illegal disposal

Table 4

1. Eliminate the policy that when opted out and a second offense occurs where <u>anyone</u> puts bulk waste at the curb, a lifetime opt-in is imposed. Would rather be fined or charged.
    a. Young America Realty would support the elimination of solid waste services in order to avoid an "automatic opt-in"

April 11, 7:00pm Input Session – 9 attendees

Table 1

1. Would have liked earlier notification that the solid waste program was being analyzed, and would have liked to provide information via questionnaire at the beginning of the process and throughout
2. Would have liked time to digest the materials presented to be prepared for the meeting
3. Current service is excellent
4. This landlord is diligent in day-to-day management and care regarding refuse, and takes care of own bulk waste by dropping off at the bulk waste drop-off site
5. Concerned about City employees who may lose their jobs as a result of program changes. These are wonderful, caring people.
6. Would like to have time to understand the impact
7. Wants the drop-off facility to expand hours of operation to increase functionality

Table 2

1. Bulk waste pickup is appreciated and needs to be continued. If costs must increase to do so, that is okay.
2. Automation is a great idea.
3. Case-by-case review is the way to go →could be a win/win
4. Concern about use of dumpsters
    a. No room for them
    b. A nuisance to neighbors
    c. Noise

    d. Appearance/aesthetics
5. Minimize impact to area/neighborhood

Table 3

1. Appreciate bulk pickup
2. Like the idea of automation
3. Like to see recycling for units
4. Use signage to solve the parking issue; enforce vigorously by towing for the first 2 weeks and the signage will then be observed.

**Source:** Local Government Case Study: City of Eden, NC Fully Automated Solid Waste Collection Program; 2003

**Summary:** The City of Eden operates a fully automated solid waste collection program using two fully automated side-loading collection vehicles. Automated vehicles require only one employee for each collection route. The fully automated system reduces staff and associated labor costs, and provides a safer work environment for employees, thus reducing workers' compensation costs.

**Results:** Changing from the previous more labor-intensive collection program to the fully automated system, the city was able to reduce its collection staff by seven. Out of the seven staff members, five were reassigned to other duties related to waste disposal operations and two were laid off. At an average of $20,000 per staff member per year, the city has realized significant annual savings. In addition to the costs savings, the new system provides a much safer work environment and reduces liability. Since implementation of the automated system in 1994, there has been only one workers compensation claim, which occurred when a driver attempted to quickly flee a snake occupying his vehicle.

Information available at: http://infohouse.p2ric.org/ref/26/25011.pdf

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**Source:** Fairfax County, VA "Green" Trash Truck Hits Streets

**Summary:** The Fairfax County Solid Waste Management Program purchased a hybrid trash and recycling collection vehicle. This vehicle is predicted to reduce fuel costs by six percent along with reduced emissions and generation of heat from the braking process.

**Information available at:**
http://icma.org/en/Article/100960/Fairfax_County_VA_Green_Trash_Truck_Hits_Streets

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**Source:** City of Montgomery Ohio

**Summary:** In October 2008, after the City of Montgomery, Ohio successfully implemented an automated solid waste collection program, they created a "pilot program" to offer curbside recyclables collection. The approach used by Montgomery, called "RecycleBank," offers incentives to residents to encourage recycling. For example, based on the weight of recycled materials, households receive coupons and reductions in their solid waste collection bill for the following months.

**The Results:** The change in the corresponding 12 month periods between 2007-2008 (old system) and 2008-2009 (RecycleBank) shows that residents increased the weight of materials recycled by 51% while reducing the amount of weight of materials directed to landfill by 18%.

In August 2009, Montgomery issued a survey to every house that participated in the RecycleBank program. This survey provided a 37% response rate which allowed the City to learn more about ways to improve the program. (This information is included in Montgomery's report)

Before the RecycleBank program, Montgomery traditionally ranked in the top ten communities in Hamilton County for its resident's recycling rates. In the final year before the implementation of RecycleBank, Montgomery ranked 6th. After implementing RecycleBank, Montgomery moved to #1 in Hamilton County, Ohio.

**Information available at**: http://icma.org/documents/document/document/301587

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**Source:** North Carolina Department of Environment and Natural Resources

**Summary:** This website provides information and workshops aimed at establishing and maintaining a special event and venue recycling program. (This may be important if the city attempts to provide solid waste and recycling for festivals, concert venues, stadiums and other community events both indoor and outdoor).

**Information available at:** http://portal.ncdenr.org/web/deao/recycling/plastic-bottles/ev

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**Source:** Creating A Competitive Environment, Working Outside of the Traditional Contracting Box; 2010

**Summary:** Concord Township, a community of 19,500 residents, in Northeast Ohio started their own recycling program after the County offered a subsidy to all towns that wished to manage their own programs to eliminate the County's management of the recycling services. From 2005 to 2010, Concord struggled with managing various types of recycling programs from curbside programs to drop-off sites. Even with the subsidy offered by the county, this service was a drain on the township budget.

**Results:** In 2009, the Township Board of Trustees solicited a citizen's committee to study the recycling issue. The township decided to continue with the curbside program and reduce the drop-off sites from two to one. Before this program could be implemented, officials determined that a single hauler with 100% participation by the community was the best option. Through citizen input, the committee learned that many citizens were not in favor of losing their choice of solid waste hauler (a necessary component of the proposed program). After further committee research, it was predicted that implementing this recycling program without one exclusive hauler would cost approximately $400,000.

Increased costs, demand by residents for curbside recycling, and strong community input for the ability to choose between haulers resulted in the creation of a new contract bid that was set to go out in February of 2010 with selection set for mid-April 2010 (Details of the bid can be found in Concord's article). One local firm beat out the national firm for the drop-off recycling services. In addition, the two local firms submitted offers for curbside recycling services. Eventually both firms would engage in a competitive process in which they would provide both weekly solid waste hauling along with weekly curbside recycling for a rate less than they had previously provided weekly trash hauling. The result of creating this competitive environment was that the residents were better served by increased service at a lower price.

**Information available at:**
http://icma.org/en/icma/knowledge_network/documents/kn/Document/302662/Creating_a_Competitive_Environment

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**Source:** Local Government Case Study: Mecklenburg County Business Recycling Ordinance

**Summary:** In Mecklenburg County, non-residential waste accounts for 78 percent of the waste stream. As a result, in 2002, the County created an ordinance requiring businesses to recycle office paper and corrugated

cardboard. A civil penalty for noncompliance of $50 begins following the issuance of a third notice of violation. Subsequent penalties increase by $50 per violation.

**Results:** Overall, the amount of waste generated by the County decreased after the implementation of this program. Due to a weakened economy and the lack of tonnage reports by private businesses, it is difficult to determine whether this ordinance alone was responsible for the decrease in waste.

**Information available at:** http://www.p2pays.org/bmp/payt.asp

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**Source: Getting More for Less: Improving Collection Efficiency; 1999**
**Summary:**
The collection efficiency study was undertaken to provide a more detailed understanding of cost saving methods for local government units involved with collecting residential solid waste and recyclables. This study offers multiple approaches and adjustments that municipal refuse planners can make to become more competitive in solid waste collection in the managed competition system.

- Studies undertaken by the Solid Waste Association of North America found that collecting solid waste and recyclables is the most expensive part of a solid waste management system (pg 5.) On average, these costs usually make up 50% of municipal solid waste management. In this category, labor takes up the largest portion of the budget.

  **Changing Collection Frequency:** Common approaches include weekly residential solid waste collection and reducing recyclables collection from weekly to every other week or twice per month.
- Studies indicate that there is a positive correlation between collection frequency and underutilization of services by residents.
- Resident Concerns of Collection Frequency Adjustments
  1. Increase in flies
     - The Tucson, Arizona pilot program showed no increase in flies as a result of the switch to once per week collection.
- Benefits of Collection Frequency Change
  1. Makes each stop count more- Maximizes weights collected per stop
  2. Minimizes nonproductive time: Increases average set-out rates.
  3. Reduces fuel consumption and other environmental impacts
  4. Reduces vehicle and labor needs

     **Dual Collection:** Trucks are equipped to collect residential solid waste, recyclables, and yard clippings in different compartments of the truck in a single stop. This system saves money in fuel costs, maintenance, and labor by reducing the collection frequency required to provide curbside solid waste, recyclable, and yard trimmings collection.

| Cost-Cutting Strategy | You Might Benefit If You Currently… |
|---|---|
| **Changing Collection Frequency** | • Want to implement a pay as you throw fee structure<br>• Are collecting recyclable materials twice per week<br>• Need or want to add a collection service<br>• Operate or want crews with two or more people<br>• Are not maximizing your vehicle payload |
| **Improving Routing** | • Have not examined route design or balance recently<br>• Are changing service levels, vehicle type, crew size, or frequency of collection<br>• Have a service area that is growing<br>• Have a service population that is shrinking<br>• Have Graphical Information System or mapping software |
| **Increased Degree of Automated Collection** | • Are using manual or semi-automated collection vehicles now<br>• Want to implement a pay as you throw fee structure<br>• Have experienced a number of work related injuries from lifting or handling refuse<br>• Have high staff attrition rates or absenteeism |
| **Implementing A Dual Collection System** | • Want to add collection services (e.g. separate recyclables or yard trimmings pickup)<br>• Have low participation rates<br>• Have great distances between stops |

**Information available at:** www.epa.gov/osw/nonhaz/municipal/landfill/coll-eff/r99038.pdf

**Pay-As-You- Throw: Waste Collection Program Overview**
**By Sustainable Cities Institute**

Pay-As-You-Throw (PAYT) programs charge households for solid waste collection based on the amount of waste that they throw away. Those who throw away more pay more and those who throw away less pay less. The goal is to create a financial incentive for residents to recycle, resulting in decreased volume of material sent to landfills and incinerators.

Traditionally, residents pay for waste collection through property taxes or a fixed fee, regardless of how much—or how little—trash they generate. PAYT breaks with tradition by treating trash services just like electricity, gas, and other utilities.

Most communities with PAYT charge residents a fee for each approved trash bag or can of waste they generate. In some communities, residents are billed based on the weight of their trash.

**There are 3 common pricing structures:**

- Proportional Pricing means residents pay a set price per bag or unit of trash that they generate

- Variable Rate Pricing means that the price per unit changes as the amount of waste created by an individual changes
- Multi-tiered Pricing uses a flat fee to create revenue stability, and then adds additional costs per unit of waste generated.
- Generally, the flat fee would be used to cover the program's fixed costs, and the 2 tier fees to cover variable costs such as collection, transportation, and disposal.

**Rationale:** PAYT programs provide the largest increase in recycling volume with minimal cost impacts to local governments and residents. It is a more equitable system for residents who can now pay only for the non-recyclable waste they generate without subsidizing neighbors who generate considerably more waste. PAYT rates also increase yard waste recycling tonnages, thus diverting compostable materials away from the waste stream.

**Effort Required:** The implementation of a PAYT program entails minimal operational changes and costs where established solid waste collection routes already exist. Some administrative processes are necessary to ensure billing and collection. Some communities forego billing by requiring the purchase of approved trash bags or trashcan decals. It is both critical and challenging to build public consensus, which will require good planning and public education efforts.

**Benefits:** PAYT programs significantly reduce the volume of municipal solid waste directed to landfills and incinerators. This can in turn reduce a community's landfill management costs. PAYT also increases citizen participation in recycling and composting activities. Lastly, a variable pricing model promotes equity in user payments by basing cost on actual volume of waste generated.

**Risks:** There are usually concerns that PAYT programs will lead to an increase in illegal dumping. However, most PAYT communities have found this not to be the case especially when PAYT is promoted alongside other legal methods of waste disposal, such as curbside recycling and yard trimmings composting.

**Action Agents:**

- Environmental Management Department
- Solid Waste Management/Recycling Department
- Public Works Department

**Costs:**

**There are 3 general methods for determining PAYT user rates:**

- Model Community Method uses data from successful programs in cities of similar size and characteristics
- Historical Data Analysis Method examines a community's own historical waste generation and trash hauling volume and costs to estimate the PAYT revenue and expenses
- Full Cost Method is the most rigorous approach and attempts to identify and quantify all direct, indirect, and future expenses associated with PAYT management and calculates user rates accordingly

**Information available at:**

http://www.sustainablecitiesinstitute.org/view/page.basic/class/feature.class/Lesson_Pay_As_You_Throw_Overview

## Pay As You Throw (PAYT) Working Models

**Craven County, North Carolina:**

- Implemented PAYT in 1991
    - One sticker = 33 gallons or smaller and not more than 50 lbs.
    - Two stickers = larger than 33 gallons, up to 64 gallons and not more than 100 lbs.
    - Three stickers = larger than 64 gallons up to 90 gallons and not more than 150 lbs.
- An annual fee of $24 is applied to each dwelling unit and small business for curbside recycling. The fee is charged to the property owner on their tax bill.
- Craven contracts with six franchised haulers for weekly garbage collection.

**Results**

- PAYT has helped the county to achieve a waste reduction rate of more than 40 percent in FY98-99. It is important to note that during FY98-99, officials did not notice an increase in illegal disposal following program implementation.

**City of Eden, North Carolina**

- Implemented PAYT in 2002
    - Group 1 = 0-30 gallons
    - Group 2 = 30-60 gallons
    - Group 3 = 60-90 gallons
    - Group 4 = Senior Citizens

**Results**

- As of September 2002, there has been an average decrease of approximately one truckload of waste, or 7.5 tons, per collection day. In the first month, the city experienced a 203.53-ton decrease in waste disposal as compared to the same month of the previous year.
- Since implementation, recycling has increased by approximately 20 percent.
- The program targets about 60 percent of waste disposal costs as opposed to the 26.4 percent covered previously

**Information available at**: http://infohouse.p2ric.org/ref/26/25012.pdf

**Town of Ashland, MA Pay As You Throw Program**

- Implemented in FY07
    - $1.30 = 33 gallon bag
    - $.75 = 14 gallon bag

    * Annual curbside trash and recycling collection fee for residents in $138
        - Seniors who qualify for abatement pay a $48 fee –

**Results**

- Trash decreased by 38%
- Recycling increased by 98%
- Ashland saved over $139,000 in disposal costs in their first year of PAYT

**Information available at**: http://www.mass.gov/dep/recycle/reduce/ashlandpayt.pdf

**AFSCME** is American Federation of State, County, and Municipal Employees union representation. Local 699 AFSCME represents City employees in Public Services, Police Department, Parks, Recreation & Cultural Arts Department, PACE Department, and the Library.

**Apartment** is a building constructed for the purpose of rentals and containing more than two units, or a single-family house that has been divided into more than two units for rentals.

**Apartment complex** is two or more structures built as multiple-family dwellings, containing three or more units per building, located next to one another, and coming under common ownership.

**Bulk Waste** is classified as furniture, items of waste generated by cleaning out a house (other than food waste), garage, basement, interior and exterior remodeling debris, and yard rehab debris.

**Brush** is classified as both trees and bushes that have been cut or trimmed by the resident or owner of the residential property. Garden trimmings (flower/plant/fruit and vegetable trimmings) are also accepted.

**Drop Off Facility** The City operates a drop off facility for City of Bloomington residents to bring their Brush, Bulk Waste, Leaves, Grass and Thatch Clippings, Appliances and empty propane tanks (valves must be removed) for disposal. Residents are responsible for the unloading of their own materials into the appropriate locations as directed by the City employee on-site. This facility is located at 402 S. East St. (corner of East and Jackson).

**Funding Gap** is the difference between expenses and the revenue received through the Solid Waste Program, such as the monthly trash fee, the sale of recyclables, and additional bulk waste collections. The City of Bloomington compensates the Solid Waste Fund with a subsidy from the General Fund to account for its funding gap.

**Household garbage** is normal household trash placed in garbage receptacles for curbside collection. Household garbage is used interchangeably with household refuse in this report.

**Household refuse** is normal household trash placed in garbage receptacles for curbside collection. Household refuse is used interchangeably with household garbage in this report.

**Large item pickup** is part of the bulk waste collection service and is used to describe the collection of large household items such as furniture, items of waste generated by cleaning out a house (other than food waste), garage, basement, interior and exterior remodeling debris. Large items collection does not describe the collection of yard waste which is also part of the Bulk Waste collection service.

**Operator** is a responsible for skilled work in the operation of both light and heavy public works equipment. Assignments include general maintenance work requiring utilization of heavy equipment, the general servicing and reporting of operating defects observed on equipment assigned. Performs as lead man if assigned. Work is performed independently or with a crew under general supervision, and is reviewed through inspections of completed work to verify the finishing of assignments according to established maintenance standards and instructions.

**Packed Bulk** is refuse items collected curbside that have been loaded into a truck with packing capabilities to reduce the volume of materials for transportation.

# ADDENDUM I

# BLOOMINGTON CITY COUNCIL AGENDA

# JULY 22, 2013

## ADDITION TO CONSENT AGENDA

Item 6B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum with Attachment 1.*

Item 6K. Lake Bloomington Lease Transfer Petition for Lot 1 Block 4 of Camp Kickapoo (Resurvey of Lots 3, 4 & 5), from McLean County Land Trust H-330, Edgar E. Lundeen, Jr., Trustee, to Keith Evans ~~and Ana Corostola-Evans~~. (Recommend that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)

FOR COUNCIL: July 22, 2013

**SUBJECT:** Bills and Payroll

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

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved $4,851,323.71, (Payroll total $2,201,104.59, and Accounts Payable total $2,477,328.21, and PCard total $172,890.91).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

**Attachment:** Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

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

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|---|---|---|---|---|---|---|---|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |